

ORDER OF BUSINESS

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

November 4, 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 October 21, 2024, as printed.
- 3) Approval of the bills submitted for payment for the period October 17, 2024, to October 30, 2024, as printed.
- 4) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 5) OATH OF OFFICE: City Clerk Danielle Sneed will administer the Oath of Office to newly appointed Probationary Firefighter William Korinek.
- 6) Approval of an ordinance authorizing the execution of a Subrecipient Agreement with Madison County for the Edwardsville Road Water Line Improvement Project, as submitted by the Director of Public Services.
- 7) Approval of a resolution authorizing the execution of a sponsorship agreement between the City of Wood River and Cleary's Shoes & Boots for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks & Recreation.
- 8) Approval of a resolution authorizing the sole source purchase of a demo Rosenbauer Pumper Truck from Sentinel Emergency Solutions for \$740,000.00, and waiving customary bidding procedures, as submitted by the Fire Chief.
- 9) Old Business
- 10) New Business
- 11) 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.

October 21, 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, October 21, 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
Tom Stalcup

ABSENT: Scott Tweedy

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Ayres moved to approve the minutes of the regular meeting of October 7, 2024, as printed, seconded by Councilman Dettmers, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Stalcup (4)
NAYS: None (0)

APPROVAL OF BILLS:

Councilman Dettmers moved to approve the bills submitted for payment for the period October 3, 2024, to October 16, 2024, as printed. (Expenditures pertaining to the Local Government Travel Expense Control Act: Approval of 2024 IML Conference expenses for Mayor Stalcup in the amount of \$314.38.), seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Dettmers, Plank, Stalcup (4)
NAYS: None (0)

APPROVAL OF FINANCIAL STATEMENT:

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

AYES: Ayres, Dettmers, Plank, Stalcup (4)
NAYS: None (0)

CITIZEN/CITY OFFICIAL COMMENTS:

Jeff Cooper stated that he is at the meeting again to express his concern about the City street sweeper and the lack of it. He would like to know the status of the street sweeper. He stated that he grew up in this area and the City used to run the street sweeper regularly. In his neighborhood, the street sweeper would come on Thursday and people would plan their lawn care around the street sweeper schedule. He stated that last spring City Manager Steve Palen and Mayor Stalcup responded by coming out to look at his street and it took City employees an entire day to clean two blocks. The storm drains were full of leaves, there were gumballs and dirt and without the street sweeper, dirt settles in low areas and grass and weeds are growing in the street. In fact, there is a section of the street next to his house that he mows. He then stated that if the street sweeper was

going over that area on a regular basis, he does not think that the grass and weeds would be there. He explained that he has been given several reasons why the street sweeper is not running regularly, but he thinks that the City of Wood River would look a lot better with clean streets. He stated that now that residents put their trash in front of their houses on the street, sometimes trash overflows and ends up in the street and Republic Services does not pick it up, so it is up to the residents to pick it up or it just lays there. He thinks that it would be a good idea to reconsider running the street sweeper on a regular basis.

Sara Sladek announced that the Veteran's Day Memorial Service is Monday, November 11, 2024, at 4:00 p.m. at the EAWRCHS Memorial Gym. She then stated that back in February or March of this year, she asked that a flagpole be placed at the Recreation Center, and it is still not there. She is asking again that a flagpole be placed at the Recreation Center. She then expressed her concern about what is happening at Central Park. She stated that there has been trouble at Central Park for 56 years. She does not know what prompted the ordinance for Central Park, but the City has the crown jewel sitting on that property, the Recreation Center, that is supposed to draw kids into the park and into the Recreation Center. She is curious who is going to enforce the ordinance. She asked if the cameras will enforce the ordinance. She stated that people are curious how it is going to be enforced and are upset about it. She agrees that the trouble at Central Park needs to stop, she just does not know how it will be stopped. The citizens of Wood River would like to know how the ordinance is going to be enforced.

Mayor Stalcup stated that the City has been pushed to the point where the City must take strict actions at Central Park. There have been multiple incidents that have led the City to pass the ordinance that is on the agenda. City Manager Steve Palen stated that there needs to be supervision at the park for the age group that is causing the trouble. The Mayor has received phone calls from mothers stating that they will not take their children to Central Park.

Mayor Stalcup announced that the Downtown Trick or Treat is Wednesday, October 23, 2024, from 6:00 p.m. to 8:00 p.m. on Ferguson Avenue. The 39th Annual Halloween Parade is Saturday, October 26, 2024, beginning at 10:30 a.m. The parade route starts at Emerick Sports Complex, goes on to Ferguson Avenue to Wood River Avenue, and will end at Central Park. He thanked the Fire Department for all of their efforts organizing the parade.

Mayor Stalcup asked City Manager Steve Palen to explain the upcoming aggregation program that the City has enrolled in. Homefield Energy sent out a letter explaining the upcoming change in the rate and the option to opt out of the program. The new aggregation program starts with the December meter read and will run through May 2025's meter read. This program is only six months because Good Energy LP is hopeful that by next spring/summer, the rates will be lower and the City will be able to lock into a lower rate at that time. Residents that are currently in the aggregation program and want to stay in the program do not need to do anything. Residents who opted out of the current program must stay with Ameren for twelve months but if the twelve months have ended, residents will automatically be enrolled in the new program that will begin in December with a rate of \$0.09054 per kWh. If residents have not received and opt out letter from Homefield Energy that means that they have not been with Ameren for twelve months. Every quarter, the company runs a report and will send out opt out letters to residents that have completed their twelve months with Ameren. If residents want to stay in the aggregation program, they do not have to do anything. If residents want to opt out of the program, they will need to call Homefield Energy.

Councilman Dettmers announced the opening of the new Mexican Restaurant located at 1822 Vaughn Road, El Michoacan.

City Manager Steve Palen asked Kristen Burns to give an update on the Main Street Program. Ms. Burns first introduced Erik Reader, the Director of Illinois Main Street. She then explained that the City of Wood River became an Illinois Main Street in July 2024, and since then there have been four new businesses open in the Downtown District. There have also been several successful events including, the Summer Kickoff Event, Movies in the Park, Concerts in the Park, the Food Truck Festival, and the Farmers Market which was bigger this year than previous years. A bi-weekly e-mail newsletter has been started throughout the district as well as to residents and is being sent to over 400 people. Thirty-three new partners have been added through the Wood River Business Alliance and the Main Street Program has worked with the East Alton Wood River High School on a volunteer program for their students as well as helped them market the Oiler brand and other things that they are doing. The school is also a partner, so they work with the High School getting the kids involved which is really important to the mission of engaging the entire community.

Erik Reader thanked the Mayor and the Council for their time and thanked them for their commitment on behalf of the entire Main Street Organization. He stated that it is impressive to have a Main Street organization in the community and it relies upon the public private partnership and without that strong bond and relationship it does not move forward with a lot of progress. He stated that this is his third visit since April 2024, and he wanted to make it to a Council Meeting this time to welcome all of the Councilmembers. He explained that Main Street is a network across the country of over 2,000 communities that has been going on for about 40 years. There is a time-tested movement that has been going on and it requires dedication and a lot of effort and strategy behind the things to make downtowns vibrant and prosperous. He stated that it is very easy to notice the energy and the community spirit that is around the City of Wood River, and he has seen it every time he has been in town and there is momentum and things happening and there is investment, so it is already starting out a lot better of a place than many other communities and is a community that others inspire and they are calling to get information about becoming a Main Street community. In just a short amount of time, it is already starting to take off. There have been different events along the way that have been attended and he welcomed everyone back again to the Illinois Main Street State Conference which will be held November 12 through November 14, 2024, in Batavia, Illinois. As a Main Street community, all of the councilmembers and City officials are welcome to attend the conference. On behalf of the Main Street Organization, he thanked the City for their partnership.

ORDINANCE NO. 24-22: ORDINANCE AMENDING CITY CODE 90-7, TITLE IX: GENERAL REGULATIONS, CHAPTER 95: PARKS AND RECREATION, ADDING SECTION 95.30: PROHIBITING UNSUPERVISED MINORS AT CENTRAL PARK:

Councilman Plank moved to approve an ordinance amending City Code 90-7, Title IX: General Regulations, Chapter 95: Parks and Recreation, adding Section 95.30: Prohibiting Unsupervised Minors at Central Park, seconded by Councilman Ayres

Councilman Dettmers asked if the sidewalks surrounding Central Park are considered a part of the park.

Mayor Stalcup asked Chief of Police Brad Wells to answer the question.

Chief Wells stated that he considers the sidewalks surrounding Central Park part of the same area.

Councilman Dettmers asked if the parking lot is also a part of Central Park.

Chief Wells replied in the affirmative.

Councilman Dettmers stated that he is reluctant to approve this ordinance, not because he is not in favor having safe parks but because he does not know how the City will enforce this ordinance.

Chief Wells replied that it will be up to the Police Department to enforce it.

Councilman Dettmers stated that the City just spent 11 million dollars on a Recreation Center and the big draw for that was that it is something for the youth and now the youth cannot go there unless they have a 25-year-old supervising them. They cannot even be on the grounds.

City Manager Steve Palen replied that the park area is different than the Recreation Center.

Councilman Dettmers replied that it is in the park, it says Central Park.

Chief Wells replied that the park itself is "Central Park", and the Roundhouse and the Recreation Center have their own set of rules.

City Manager Steve Palen stated that the Recreation Center has rules about kids being unsupervised, he thinks the age they must be for them to be unsupervised is 13 years old.

Councilman Dettmers asked how they are supposed to get to the Recreation Center if they cannot go through the park.

Councilman Plank replied that he hopes that the police will not monitor that closely.

Councilman Dettmers stated that is his point, they are violating the ordinance by the mere fact that they are walking on the sidewalk or in the parking lot to get to the Recreation Center.

Chief Wells replied that there is not a policeman at the Wood River Police Department that is going to violate someone for walking to the Recreation Center.

Councilman Dettmers replied then that confirms his concern, the City is discriminating.

Chief Wells told Councilman Dettmers that he can say that if he wants, but this is not discrimination against anyone. The problem is that there are mothers of small children who cannot go to that playground. He has received phone calls regarding this. One person called him saying that they have the option of sending their five-year-old to either Roxana School District or Wood River School District, and after a trip to the playground at Central Park and seeing the way the juvenile delinquents were bullying other kids, taking over the playground and the language that they were using, they will send their child to Roxana School District. That is the greeting card the City is giving. The City spent \$450,000.00 on that playground, and small children cannot play on it due to juvenile delinquency. When they have those disturbances at Central Park now and the Police Department shows up, there are generational people that do not like the Police and they are feeding that down to their children, and when officers show up, they will not hardly give the officer their name much less information about who was fighting and how the problem started. His officers are spending a lot of time there trying to sort these incidents out. Councilman Dettmers asked if the

City will be posting signs at Central Park. Chief Wells replied in the affirmative. Chief Wells then explained that the time his officers are spending down at the park trying to sort out the incidents is becoming cumbersome to the point where he is going to need to place an officer at the park around the clock. He is not sure that the City Council or the City Manager is ready to start adding Policemen to his budget to furnish and uniform a policeman to stand in Central Park to police these activities. He stated that he spends a lot of time worrying about this town and the security of this town. This is one of the issues that he has spent a lot of time on thinking about how the City will address these issues. This is the best solution that he can come up with right now and he stated if someone has a better solution, he is all ears and he is all for it.

Councilman Dettmers stated that no one contacted him about the ordinance that is on the agenda contrary to what the Mayor said. He had no idea that this was coming and that is why he is asking questions about the ordinance.

Councilman Ayres asked what security measures the City currently has at Central Park.

Chief Brad Wells stated that there are cameras there currently. He also has his dispatchers watch and monitor those cameras so when groups start to congregate at Central Park, they can send an officer down there if an officer is available. Also, if the officers are not on another call for service, he has them patrolling the area of Central Park especially when school is letting out and the kids start to congregate. He stated that City Manager Steve Palen asked the Director of Parks and Recreation to remove the tables from the pavilion at Central Park to see if that would help curve the activity, but it has not seemed to slow it down.

It was confirmed that the cameras in place at Central Park are working cameras. Discussion ensued regarding some of the blind spots at the park that the cameras do not pick up.

Chief Wells stated that he thinks that the idea behind this is as the groups start to congregate, that is what will get the Police Department's attention, and the individuals that are starting the trouble are generally the individuals that the Police have problems with in other areas as well, but when the Police get there, the individuals do not cooperate and his officers have to spend a tremendous amount of time trying to sort it out. If the City has this ordinance in place, it will give the officer pretty quick authority to bring it to a resolution. His hope is that once it is out there and the signs are up it will bring the activity down and the parents with small children will start coming back to Central Park, which is what the City wants.

Councilman Plank asked where the signs will be located.

Chief Wells explained that he and the Director of Parks and Recreation have discussed what the signs should say, but they have not come to a final determination at this time. Once the language is finalized, they will spend time picking out the best locations for the signs. The signs will be very visible, and the signs will also include the non-emergency phone number to the Police Department.

Councilman Dettmers asked how many incidents there have been at Central Park.

Chief Wells explained that it has been numerous incidents, and it is becoming a regular occurrence. He also stated that the incident that was brought up earlier in the meeting did not take place at Central Park. That incident took place across the street on Eckhard and some of the people that witnessed that incident ran to the Recreation Center for safety.

Discussion ensued regarding Chief Wells having a conversation with the Superintendent of East Alton Wood River Community High School and the Superintendent is one hundred percent behind getting this issue resolved.

City Attorney Mike McGinley explained that drafting ordinances of this nature is not always simple. What the City will rely on is the discretion of the Police Department to utilize this ordinance as another tool that they can use when necessary. It allows them to cite those who need to be cited and to have the legal means to instill order. That is the purpose of this ordinance and if there are any holes in the ordinance, the City can amend the ordinance at a later time.

Councilman Dettmers stated that he would like to confirm that the City has no other option but to pass this ordinance to protect the citizens that go to Central Park.

Chief Wells replied that he cannot think of a better solution right now. He asked Councilman Dettmers if he can think of a better solution.

Councilman Dettmers replied that he wants an answer from Chief Wells.

Chief Wells replied that he had already answered the question. He cannot think of a better solution, and he has spent a lot of time thinking about it.

City Manager Steve Palen replied that the City put a lot of thought into this, they spoke to the Director of Parks and Recreation Pat Minogue, Mayor Stalcup, and corporate counsel to figure out how to get a handle on it. Maybe sometime in the future if things mellow out at the park the ordinance could be lifted but right now someone is going to get seriously hurt. The ones that should be using the park are not able to because of this.

Councilman Dettmers stated that he does not know anything about these incidents, this is news to him.

City Manager Steve Palen replied that these are police incidents.

Councilman Dettmers replied that he was not being informed about the incidents.

City Manager Steve Palen asked Councilman Dettmers if he wants to be informed of all police reports.

Councilman Dettmers replied no, but he was not aware of the specifics in Central Park.

Councilman Plank stated that he takes his kids to that park on a regular basis, and the playground is great. He has seen some teenagers there making some noise, but he did not think much of it at the time. He now thinks he should have said something to them because even though they were not bothering him, they could have been bothering other people and it does not mean other incidents have not occurred. He is in favor of doing something for sure from a personal perspective. It is a nice playground in a nice area and the City needs to keep it that way.

Discussion ensued regarding Central Park. City Manager Steve Palen stated that they are more concerned about the law-abiding citizens who want to use that facility and who should be using that facility as opposed to whether or not they are going to hurt someone's feelings because they cannot

congregate underneath the pavilion after school. Councilman Dettmers asked if the kids are coming out of the high school and congregating in the park. City Manager Steve Palen replied that it is the place to hang out. Councilman Dettmers replied that he thought the police are there as soon as they got out of school. City Manager Steve Palen replied that he does not think they sit at Central Park. Councilman Dettmers replied that they sit across the street. City Manager Steve Palen replied there is a resource officer at the school, but he does not know if they have a car stationed there every day. Chief Wells replied it depends on calls for service. If he had enough manpower, he would put someone at Central Park 24 hours a day. City Manager Steve Palen replied that an officer will be there as long as someone is available. Councilman Dettmers stated that he has seen them there. City Manager Steve Palen replied that the police may be there often. City Manager Steve Palen stated that for the City it is the best solution to get the people who should be using that park to be able to use the park, which is why the wording is the way it is in the ordinance. Councilman Dettmers replied that he still thinks there is going to be a problem with the ordinance. City Manager Steve Palen reiterated what City Attorney Mike McGinley said, the Council can amend the ordinance at any time.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2912: ORDINANCE AMENDING ORDINANCE NO. 2434 TO AMEND TERRITORY OF THE RIVERBEND ENTERPRISE ZONE:

Councilman Ayres moved to approve an ordinance amending Ordinance No. 2434 to amend territory of the Riverbend Enterprise Zone, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2913: ORDINANCE AMENDING THE RIVERBEND ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT:

Councilman Plank moved to approve an ordinance amending the Riverbend Enterprise Zone Intergovernmental Agreement, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2091: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPECTRUM ENTERPRISE FOR HIGH-SPEED INTERNET SERVICES AT THE POLICE STATION:

Councilman Ayres moved to approve a resolution authorizing the execution of an agreement with Spectrum Enterprise for high-speed internet services at the Police Station, as submitted by the Chief of Police, seconded by Councilman Plank

Councilman Dettmers asked who the City is currently using for internet services.

City Manager Steve Palen replied it is Spectrum currently, but it is 100GB now and will be 500GB

at a cheaper rate with this agreement.

Councilman Dettmers asked if the City had to put this out for bid.

City Manager Steve Palen replied in the negative.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2092: RESOLUTION AUTHORIZING THE PROSECUTING ATTORNEY TO FILE THE NECESSARY DOCUMENTS TO INTERVENE IN THE PROCEEDING BEFORE THE MADISON COUNTY BOARD OF REVIEW BY WAL MART REAL ESTATE, DESCRIBED AS PARCEL ID 19-2-08-23-00-000-017, AND LOCATED AT 610 WESLEY DRIVE, WOOD RIVER, ILLINOIS 62095:

Councilman Plank moved to approve a resolution authorizing the Prosecuting Attorney to file necessary documents to intervene in the proceeding before the Madison County Board of Review by Wal Mart Real Estate, described as Parcel ID 19-2-08-23-00-000-017, and located at 610 Wesley Drive, Wood River, Illinois 62095, seconded by Councilman Ayres

Councilman Dettmers asked what the current assessment is on this property.

City Manager Steve Palen replied that he believes it is just over five million dollars.

Councilman Dettmers asked if there was a change over the prior year.

City Manager Steve Palen replied that Wal Mart is asking for a change, anytime it is over a \$100,000.00 change, municipalities are allowed to intervene, meaning they would send someone to plead their case on why the City would not want them to reduce it by more than half.

Councilman Dettmers wanted to clarify that the assessed value is roughly five million dollars and now they are challenging that wanting to lower it to two million dollars.

City Manager Steve Palen replied that is correct.

Councilman Dettmers asked what the assessment was last year.

City Manager Steve Palen replied it was roughly five million dollars.

Councilman Dettmers asked why they would reduce the assessment like this.

City Manager Steve Palen replied that he heard Wal Mart is going through the entire state, doing this for all their buildings.

Councilman Dettmers stated that he is going to vote for this, but he has a very big concern about it. This is not uncommon for Wal Mart to use this to decide if they are going to stay or go. He has talked about the revenues from this entity, and he is concerned that if the City challenges it, the City could be cutting their own throats.

City Manager Steve Palen replied that the times he has talked to the manager at the store, who has been there for a long time, he tells him that the Wood River store is one of the highest-grossing Wal Marts in the Country.

City Attorney Mike McGinley stated that with tax challenges, large corporate entities ask for massive cuts in their property taxes, and it is not just Wal Mart. This is something that he does not think will stop at any time, they are going to keep coming back asking for their taxes to get cut repeatedly.

Councilman Plank asked if Wal Mart would still contest it even if the City does not get involved. He stated that the outcome may not necessarily change.

City Manager Steve Palen replied that he does not think they will win but they may get somewhat of a cut in taxes.

Councilman Plank replied that it does seem like a pretty steep change.

City Attorney Mike McGinley replied what seems to be happening is they will take a challenge to the Board, the Board will for instance deny their request then they will appeal it up to Springfield, Illinois to the PTAB (Property Tax Appeal Board), and then whoever their attorney is will work with the City's Attorney and try to figure out some sort of a resolution. All they are trying to do is get a cut in their taxes. The issue is that just because the taxes get cut for Wal Mart does not necessarily mean that the tax base goes away, but pieces of that tax get spread out to all the people in the community. So, everyone else's taxes go up, but Wal Mart's taxes go down and that is what is troubling about this.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2093: RESOLUTION AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND SPECTRUM MID-AMERICA, LLC DBA CHARTER COMMUNICATIONS:

Councilman Plank moved to approve a resolution authorizing the execution of a Franchise Agreement between the City of Wood River and Spectrum Mid-America, LLC dba Charter Communications, as submitted by the City Manager, seconded by Councilman Ayres

Councilman Dettmers asked if Spectrum has a current agreement with the City.

City Manager Steve Palen replied the City has a Franchise Agreement with them that expired around six months ago. The City has been going back and forth negotiating and reviewing the agreement with Spectrum.

Councilman Dettmers asked City Manager Steve Palen to explain exactly what this agreement means.

City Manager Steve Palen explained that the City is giving them the right to use the City's right of ways but when the City needs their facilities moved, Spectrum does it at their cost.

Councilman Dettmers asked if this is something that had to go through the bidding process.

City Manager Steve Palen replied in the negative.

The resolution was approved by the following vote:

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

NAYS: None (0)

APPROVED: RECOMMENDATION TO ACCEPT THE PROPOSAL FROM SIDWELL TO UPDATE THE CITY OF WOOD RIVER'S ZONING MAP:

Councilman Ayres moved to approve a recommendation to accept the proposal from Sidwell to update the City of Wood River's Zoning Map, as submitted by the Building and Zoning Administrator, seconded by Councilman Plank

Councilman Dettmers stated that he read the proposals, and he did not see an annual cost for Cloudpoint which is not the company that is being recommended but on the proposal for Sidwell there is a \$700.00 annual cost. He then asked how long the contract is if the City accepts the recommendation for Sidwell.

Building and Zoning Administrator Brad Wells replied that it will be perpetual.

City Manager Steve Palen stated that it has been hard to get companies to respond to the request for proposals for the zoning map. He figured it would be a relatively simple job, but the City only received a couple of proposals for it.

Councilman Dettmers suggests seeking proposals again for this in three to four years.

The recommendation was approved by the following vote:

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

NAYS: None (0)

APPROVED: RECOMMENDATION TO RENEW THE CITY'S PROPERTY, LIABILITY, WORKERS' COMPENSATION, AND CYBER LIABILITY INSURANCE WITH IML/RMA:

Councilman Dettmers moved to approve a recommendation to renew the City's property, liability, workers' compensation, and cyber liability insurance with IML/RMA, as submitted by the Finance Director, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting was adjourned at 7:44 p.m.

Mayor

City Clerk

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DATE: 10/30/2024
TIME: 14:31:05
ID: AP4430ZN.WOW

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/04/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LEGISLATIVE				
LEGISLATIVE EXP				
1713	WAL-MART COMMUNITY	SODA, WATER, COFFEE	10-11-4-0599	112.88
5793	HEARST COMMUNICATIONS INC	PN - BIDS GOLF CART PATH	10-11-4-0741	131.05
5793		ELECTION FILING NOTICE	10-11-4-0741	89.86
5793		PUBLIC HEARING NOTICE - B&Z	10-11-4-0741	127.31
TOTAL LEGISLATIVE EXP				461.10
TOTAL LEGISLATIVE				461.10
ADMINISTRATION				
ADMINISTRATION EXP				
1015	QUILL	BATTERIES	10-12-4-0519	16.72
1015		INK - CITY CLERK	10-12-4-0514	49.76
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-12-4-0521	122.92
6135	ACC BUSINESS	9/11-10/10/2024 - TELEPHONE	10-12-4-0786	136.69
TOTAL ADMINISTRATION EXP				326.09
TOTAL ADMINISTRATION				326.09
FINANCE				
FINANCE EXP				
3749	HARRIS	ANNUAL EMPLOYEE SELF SERVICE	10-13-4-0899	2,737.50
6135	ACC BUSINESS	9/11-10/10/2024 - TELEPHONE	10-13-4-0786	136.69
6309	GREAT AMERICA FINANCIAL SVCS.	POSTAGE MACHINE LEASE	10-13-4-0863	165.00
TOTAL FINANCE EXP				3,039.19
TOTAL FINANCE				3,039.19
ANIMAL CONTROL				
ANIMAL CONTROL EXP				
1713	WAL-MART COMMUNITY	DOG FOOD	10-14-4-0599	29.98
3984	AUTO ZONE	TIRE SHINE - CADET	10-14-4-0719	8.72
778	LEON UNIFORM COMPANY	LONG SLEEVE SHIRT - CADET	10-14-4-0594	111.50
TOTAL ANIMAL CONTROL EXP				150.20
TOTAL ANIMAL CONTROL				150.20
LEGAL				
LEGAL EXP				
279	BASSETT LAW OFFICE	LEGAL RETAINER	10-15-4-0792	950.00
279		LEGAL SERVICES	10-15-4-0721	3,189.92
279		LEGAL SERVICES	10-15-4-0721	435.00
279		LEGAL RETAINER	10-15-4-0792	950.00
279		LEGAL SERVICES	10-15-4-0721	2,492.50
TOTAL LEGAL EXP				8,017.42
TOTAL LEGAL				8,017.42
BUILDING AND ZONING				
BUILDING AND ZONING EXP				
119	WALTCO TOOLS, INC	GLOVES, GRABBER TOOL	10-16-4-0589	17.97
1713	WAL-MART COMMUNITY	TRASH LINERS - PARADE CLEANUP	10-16-4-0599	10.14
1777	JOSH MCDOWELL	RELETTER B&Z TRUCK	10-16-4-0719	184.00
1337	KEVIN'S UPHOLSTERY	SEAT REPAIR - B&Z TRUCK	10-16-4-0719	460.00
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-16-4-0521	317.06
6135	ACC BUSINESS	9/11-10/10/2024 - TELEPHONE	10-16-4-0786	68.34
TOTAL BUILDING AND ZONING EXP				1,057.51
TOTAL BUILDING AND ZONING				1,057.51

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET LIGHTING				
STREET LIGHTING EXP				
100	GRP WEGMAN COMPANY	LIGHTS-E'VILLE RD & WR AVE	10-17-4-0759	537.15
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-17-4-0789	1,140.04
4163		SEPTEMBER 2024 - AMEREN	10-17-4-0788	8,859.67
TOTAL STREET LIGHTING EXP				10,536.86
TOTAL STREET LIGHTING				10,536.86
CITY HALL MAINTENANCE				
CITY HALL MAINTENANCE EXP				
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-19-4-0783	1,457.99
539	FIRE SAFETY INCORPORATED	ANNUAL FIRE EXTINGUISHER MAINT	10-19-4-0752	75.00
5905	BICKLE ELECTRIC	HVAC MAINTENANCE - CITY HALL	10-19-4-0752	1,722.00
6135	ACC BUSINESS	9/11-10/10/2024 - TELEPHONE	10-19-4-0786	205.04
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - CITY HALL	10-19-4-0752	24.00
6345	CHARTER COMMUNICATIONS	10/22-11/21/2024 - 111 N WR AV	10-19-4-0786	193.60
6376	ROTTLER PEST CONTROL	MONTHLY PEST CONTROL-CH	10-19-4-0752	60.00
TOTAL CITY HALL MAINTENANCE EXP				3,737.63
TOTAL CITY HALL MAINTENANCE				3,737.63
STREET MAINTENANCE				
STREET MAINTENANCE				
1060	ROD'S SERVICE INCORPORATED	TANK RENTAL-O2&ACETYLENE	10-21-4-0544	23.93
119	WALICO TOOLS, INC	PUTTY KNIFE	10-21-4-0589	11.07
119		SPLICE, STRAP WITH J HOOK	10-21-4-0529	46.97
119		OIL DRY,L BOLT & FITTING	10-21-4-0529	47.99
119		DRILL BIT	10-21-4-0589	3.99
119		FIRE EXTINGUISHER, WHEEL CHOCK	10-21-4-0589	133.95
119		HOSE & FITTING	10-21-4-0529	54.28
2025	FEDERICO CHRYSLER DODGE	TRANSMISSION WORK-2010 DODGE	10-21-4-0719	1,385.85
3603	LUBY EQUIPMENT SERVICES	ROTARY SWITCH - BACKHOE	10-21-4-0529	11.70
3984	AUTO ZONE	REPAIR - 2005 EXPLORER	10-21-4-0529	644.29
3984		REPAIR - 2005 EXPLORER	10-21-4-0529	-34.99
3984		REPAIR - 2005 EXPLORER	10-21-4-0529	16.99
3984		LIGHT BULBS	10-21-4-0529	3.59
3984		ERASER WHEEL	10-21-4-0589	36.85
3984		EMERGENCY TRIANGLES,BREAKR BAR	10-21-4-0589	77.85
3984		WIPER BLADES	10-21-4-0529	6.50
3984		BATTERY - 2005 EXPLORER	10-21-4-0529	153.99
3984		GREASE - LEAF TRUCK	10-21-4-0529	19.78
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-21-4-0783	4,281.18
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-21-4-0521	2,100.84
5353	EJ EQUIPMENT, INC	VAC-CON - HOSES, GASKETS	10-21-4-0529	375.25
539	FIRE SAFETY INCORPORATED	ANNUAL FIRE EXTINGUISHER INSPE	10-21-4-0719	75.00
5420	D&D TIRE SERVICE LLC.	TIRES (4) - 2005 EXPLORER	10-21-4-0719	625.88
5551	MARK STUNKEL TRUCKING INC	ASPHALT - HAULING	10-21-4-0791	7,340.00
5551		ASPHALT - HAULING	10-21-4-0791	12,160.00
5551		ASPHALT - HAULING	10-21-4-0791	8,260.00
5551		ASPHALT - HAULING	10-21-4-0791	6,150.00
5551		ASPHALT - HAULING	10-21-4-0791	5,520.00
5905	BICKLE ELECTRIC	14TH ST - 4 BAY HEATERS	10-21-4-0719	863.00
5905		14TH ST - BUILD NEW FLUE CAPS	10-21-4-0719	982.00
5978	RUSH TRUCK CENTERS OF MISSOURI	BRAKE LINE-2017 INTERNATIONAL	10-21-4-0529	360.00
5978		DEF TANK CAP	10-21-4-0529	175.00
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	10-21-4-0783	970.41
5995		AUGUST 2024 - CONSTELLATION	10-21-4-0783	629.67
6294	BIG CITY ASPHALT	SEAL & STRIPE CITY LOTS	10-21-4-0916	41,578.00
6376	ROTTLER PEST CONTROL	QTRLY PEST CONTROL-CITY GARAGE	10-21-4-0799	60.00
6377	JOSH SHEETS	CDL LICENSE - J SHEETS	10-21-4-0669	50.00
6378	RIGHT LINE STRIPING, LLC	STRIPING - W LORENA	10-21-4-0916	300.00
6378		STRIPING - ROUNDHOUSE	10-21-4-0916	880.00
TOTAL STREET MAINTENANCE				96,380.81
TOTAL STREET MAINTENANCE				96,380.81

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GENERAL FUND				
PARKS AND RECREATION				
PARKS AND REC EXP				
1713	WAL-MART COMMUNITY	WATER - CONCESSION STANDS	10-24-4-0304	19.44
1713		BROOM	10-24-4-0549	10.98
2854	CSR CONSTRUCTION	ROUNDHOUSE - RAMP/RAILING	10-24-4-0916	24,350.00
4140	KIENSTRA - ILLINOIS	CONCRETE-NEW DUGOUTS DWIGGINS	10-24-4-0916	558.00
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-24-4-0783	1,540.85
4255	REIS SERVICES INC.	CONCESSIONS	10-24-4-0304	26.00
4578	ARROW SIGNS & OUTDOOR	MOVE SIGN TO REC CENTER	10-24-4-0316	5,200.00
4578		SIGN FACE UPDATE	10-24-4-0316	2,455.00
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-24-4-0521	206.45
5793	HEARST COMMUNICATIONS INC	BEST OF BEST - ADVERTISING	10-24-4-0749	200.00
5793		BEST OF BEST - ADVERTISING	10-24-4-0749	66.00
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	10-24-4-0783	129.56
5995		AUGUST 2024 - CONSTELLATION	10-24-4-0783	164.85
6222	AD STARR	ADULT SOFTBALLS (18 DOZEN)	10-24-4-0308	1,044.00
6237	ON SITE COMPANIES, INC	9/28-10/25/2024-6TH ST PARK	10-24-4-0792	112.00
6237		9/28-10/25/2024-BELK PARK	10-24-4-0792	179.00
6237		9/28-10/25/2024-GOLF COURSE	10-24-4-0792	185.00
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
6376	ROTTLER PEST CONTROL	QUARTERLY PEST - ROUNDHOUSE	10-24-4-0792	80.00
854	METRO SUPPLY & EQUIPMENT	TABLE COVERINGS - SENIORS CLUB	10-24-4-0565	33.12
TOTAL PARKS AND REC EXP				36,590.25
TOTAL PARKS AND RECREATION				36,590.25
PARK MAINTENANCE				
PARK MAINTENANCE EXP				
119	WALTCO TOOLS, INC	REEL, STAKES - DWIGGINS DUGOUT	10-25-4-0539	36.98
119		ALUMINUM PLACER WITH HOOK	10-25-4-0539	40.27
1713	WAL-MART COMMUNITY	ANT BAIT	10-25-4-0561	9.12
1713		ANT BAIT	10-25-4-0561	4.68
1713		PAINT & BATTERIES	10-25-4-0549	26.76
1713		FLEX SEAL PASTE	10-25-4-0549	14.87
3984	AUTO ZONE	OIL FILTERS & OIL - PARK MAINT	10-25-4-0529	125.98
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-25-4-0783	211.08
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-25-4-0521	811.86
4748	GREENSPRO INC	FERTILIZER-6TH ST&SOCCER PARK	10-25-4-0562	1,300.00
5420	D&D TIRE SERVICE LLC.	TIRES(4)-LAWN MOWER TRUCK	10-25-4-0719	758.32
5547	ADVANCE STORES CO., INC	BATTERY - BELK PARK MOWER	10-25-4-0529	150.34
5547		SHOP TOWELS, INTERIOR DETAILER	10-25-4-0529	37.59
5713	MEDFORD OIL COMPANY	PARK MAINT MOWERS - GASOLINE	10-25-4-0521	991.42
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	10-25-4-0783	83.37
5995		AUGUST 2024 - CONSTELLATION	10-25-4-0783	98.61
6376	ROTTLER PEST CONTROL	ANNUAL PEST-PARK MAINT BLDG	10-25-4-0792	100.00
6376		QUARTERLY PEST - EAST END PARK	10-25-4-0792	60.00
TOTAL PARK MAINTENANCE EXP				4,861.25
TOTAL PARK MAINTENANCE				4,861.25
DISASTER PREP				
DISASTER PREP				
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-26-4-0783	97.72
TOTAL DISASTER PREP				97.72
TOTAL DISASTER PREP				97.72
POLICE				
POLICE				
1002	PRO AUTOMOTIVE SERVICES	REPLACE EXHAUST PIPE - #147	10-27-4-0719	1,164.70
1002		BRAKE INSPECTION	10-27-4-0719	114.21
1002		REPLACE AIR CONDENSER HOSE#166	10-27-4-0719	798.58
1002		PATCH HOLE IN TIRE - #174	10-27-4-0719	40.61
1002		RECHARGE A/C,INSTALL TIRES	10-27-4-0719	2,021.93

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GENERAL FUND				
POLICE				
150	WM F BROCKMAN COMPANY	2024 HALLOWEEN PARADE CANDY	10-27-4-0599	78.12
1713	WAL-MART COMMUNITY	COMMAND STRIPS	10-27-4-0519	18.56
1713		HALLOWEEN PARADE SUPPLIES	10-27-4-0599	9.84
1713		GLUE TRAPS - BUG/MICE	10-27-4-0549	13.72
1713		PRISONER MEALS	10-27-4-0592	117.44
348	CR SYSTEMS	FOAM CUPS	10-27-4-0599	54.00
3834	MORROW BROTHERS FORD INC	2025 SQUAD CAR	10-27-4-0929	45,165.00
3834		2025 SQUAD CAR	10-27-4-0929	45,165.00
3834		2025 SQUAD CAR	10-27-4-0929	45,165.00
3834		2025 SQUAD CAR	10-27-4-0929	45,165.00
3834		2025 SQUAD CAR	10-27-4-0929	45,165.00
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-27-4-0521	2,942.45
6135	ACC BUSINESS	9/11-10/10/2024 - TELEPHONE	10-27-4-0786	136.69
6376	ROTTLER PEST CONTROL	MONTHLY PEST CONTROL	10-27-4-0754	80.00
778	LEON UNIFORM COMPANY	NAME PANEL FOR VEST - #142	10-27-4-0594	21.00
946	RAY O'HERRON COMPANY	BOOTS - #178	10-27-4-0594	136.77
946		PANTS & SHIRTS - #178	10-27-4-0594	715.90
946		CLASS A ITEMS - #172	10-27-4-0594	325.80
TOTAL POLICE				234,615.32
TOTAL POLICE				234,615.32
FIRE				
FIRE EXP				
119	WALTCO TOOLS, INC	BOLTS, HARDWARE - 4214 SHELVES	10-28-4-0529	11.64
119		BOLTS, HARDWARE - 4214 SHELVES	10-28-4-0529	5.00
119		10 X 20 DROP CLOTH	10-28-4-0549	20.97
150	WM F BROCKMAN COMPANY	2024 HALLOWEEN PARADE CANDY	10-28-4-0895	3,934.75
1518	SENTINEL EMERGENCY SOLUTIONS	ROSENBAUER PUMPER-DEPOSIT HOLD	10-28-4-0929	2,500.00
1518		SUSPENDERS - GALBRAITH	10-28-4-0595	82.00
2950	INDUSTRIAL SOAP COMPANY	CLEANING SUPPLIES	10-28-4-0541	694.59
3230	ZOLL MEDICAL CORPORATION	ZOLL AED PLUS MONITOR (3)	10-28-4-0551	6,944.10
3230		AED BATTERY	10-28-4-0551	153.00
333	BUDGET SIGNS TROPHIES & PLAQUE	TAGS - AIR PACK MASK BAGS	10-28-4-0515	33.00
3363	BUSEY BANK	SEPTEMBER 2024 - 2ND PAYMENT	10-28-4-0869	43,466.83
3452	WADE STAHLHUT	2024 PARADE FLOAT-PRIZE MONEY	10-28-4-0895	600.00
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	10-28-4-0783	1,290.04
443	DATA TRONICS INCORPORATED	CHARGER, BATTERY PACK-PAGER	10-28-4-0753	128.00
4695	ALERT-ALL CORP	FIRE PREVENTION/EDUCATION	10-28-4-0560	1,599.50
4709	WEX BANK	OCTOBER 2024 - GASOLINE	10-28-4-0521	1,275.28
5208	AAIC INCORPORATED	BID&NEGOTIATING-FIRE ADDITION	10-28-4-0916	700.00
5547	ADVANCE STORES CO., INC	BRAKE CLEANER, TIRE SHINE	10-28-4-0549	101.96
6159	R.S. HUGHES CO., INC.	LARGE EXAM GLOVES	10-28-4-0551	218.50
6345	CHARTER COMMUNICATIONS	10/22-11/21/2024-501 E E'VILLE	10-28-4-0786	433.30
6345		10/18-11/17/2024-501 E E'VILLE	10-28-4-0786	709.00
6376	ROTTLER PEST CONTROL	QUARTERLY PEST CONTROL	10-28-4-0752	70.00
778	LEON UNIFORM COMPANY	UNIFORM ITEMS - KORINEK	10-28-4-0594	576.45
TOTAL FIRE EXP				65,547.91
TOTAL FIRE				65,547.91
POLICE COMMUNICATIONS				
POLICE COMMUNICATIONS EXP				
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	10-40-4-0783	158.94
5995		AUGUST 2024 - CONSTELLATION	10-40-4-0783	130.00
6345	CHARTER COMMUNICATIONS	10/22-11/21/2024 - 550 MADISON	10-40-4-0786	2,443.05
946	RAY O'HERRON COMPANY	CLASS A ITEMS - CATO	10-40-4-0594	215.42
946		CLASS A ITEMS - CATO	10-40-4-0594	325.85
TOTAL POLICE COMMUNICATIONS EXP				3,273.26
TOTAL POLICE COMMUNICATIONS				3,273.26
TOTAL GENERAL FUND				468,692.52

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MOTOR FUEL TAX				
MFT				
MFT EXP				
1099	SHEPPARD MORGAN & SCHWAAB	GLENDALDE GARDENS DAM INSPECT	21-00-4-0725	3,494.15
4732	FARM & HOME SUPPLY	GRASS SEED - EROSION CONTROL	21-00-4-0554	239.96
5291	WARNING LITES OF SOUTHERN IL	BARRICADES - HARRISON REPAVING	21-00-4-0761	1,266.75
6110	NEW FRONTIER MATERIAL LLC	ROCK - POLICE WALKING PATH	21-00-4-0554	810.27
6110		SAND & ROCK	21-00-4-0554	1,061.00
816	MAHONEY ASPHALT, LLC	ROCK HILL RD - ASPHALT	21-00-4-0560	67,017.68
TOTAL MFT EXP				73,889.81
TOTAL MFT				73,889.81
TOTAL MOTOR FUEL TAX				73,889.81
LIBRARY				
LIBRARY				
LIBRARY EXPENSES				
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	25-00-4-0783	236.44
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	25-00-4-0783	69.94
5995		AUGUST 2024 - CONSTELLATION	25-00-4-0783	85.93
TOTAL LIBRARY EXPENSES				392.31
TOTAL LIBRARY				392.31
TOTAL LIBRARY				392.31
WATER				
PUBLIC SERVICES ADMIN				
WATER REVENUES				
T0001380	BANKING PROPERTIES LLC	REFUND CREDIT-1301 E E'VILLE	30-00-2-0305	13.18
T0001380		REFUND CREDIT-1301 E E'VILLE	30-00-2-0306	21.08
TOTAL WATER REVENUES				34.26
PUBLIC SERVICES ADMIN EXPENSES				
5474	AMERICAN PUBLIC WORKS ASSOC.	2024 APWA BRANCH FEE - VELOFF	30-00-4-0619	30.00
5905	BICKLE ELECTRIC	COIL REPLACEMENT-100 ANDERSON	30-00-4-0792	17,794.00
6345	CHARTER COMMUNICATIONS	10/22-11/21/2024-100 ANDERSON	30-00-4-0786	289.94
6345		10/22-11/21/2024-100 ANDERSON	30-00-4-0786	7.87
6376	ROTLER PEST CONTROL	QTRLY PEST CONTROL-100ANDERSON	30-00-4-0799	100.00
TOTAL PUBLIC SERVICES ADMIN EXPENSES				18,221.81
TOTAL PUBLIC SERVICES ADMIN				18,256.07
WATER DISTRIBUTION				
WATER DISTRIBUTION EXPENSES				
1084	SCHULTE SUPPLY INCORPORATED	WATER TAP MACHINE	30-31-4-0589	1,950.00
119	WALTCO TOOLS, INC	FILES	30-31-4-0589	33.96
119		DRIVER	30-31-4-0589	15.98
3506	TEKLAB INCORPORATED	WATER TESTING SUPPLIES	30-31-4-0779	205.20
3506		WATER TESTING SUPPLIES	30-31-4-0779	367.00
3984	AUTO ZONE	BATTERY - WACKER PUMP	30-31-4-0529	134.99
3984		OIL FILTER	30-31-4-0529	2.79
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	30-31-4-0783	1,202.80
4709	WEX BANK	OCTOBER 2024 - GASOLINE	30-31-4-0521	908.73
5420	D&D TIRE SERVICE LLC.	TIRES (4) - WATER TRUCK	30-31-4-0529	758.32
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	30-31-4-0783	822.09
5995		AUGUST 2024 - CONSTELLATION	30-31-4-0783	449.97
TOTAL WATER DISTRIBUTION EXPENSES				6,851.83
TOTAL WATER DISTRIBUTION				6,851.83

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WATER				
WATER PLANT				
WATER PLANT EXPENSES				
2159	CHARTER COMMUNICATIONS	10/11-11/10/24-SCADA INTERNET	30-32-4-0786	203.08
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	30-32-4-0783	7,688.20
5020	DEALERS ELECTRICAL SUPPLY	FUSE	30-32-4-0529	18.20
5905	BICKLE ELECTRIC	WATER PLANT MAINTENANCE	30-32-4-0719	1,112.00
5915	KANE MECHANICAL GROUP, LLC	RELOCATE WATER LINE-H2O PLANT	30-32-4-0799	4,806.97
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	30-32-4-0783	77.39
5995		AUGUST 2024 - CONSTELLATION	30-32-4-0783	94.18
6007	S J ELECTRO SYSTEMS INC	QTRLY iCONTROL - SCADA	30-32-4-0796	582.00
6376	ROTLER PEST CONTROL	ANNUAL PEST CONTROL-H2O PLANT	30-32-4-0799	100.00
868	MIKE'S	REPAIR GENERATOR-TOWER #3	30-32-4-0719	520.00
99	WATER SOLUTIONS UNLIMITED	ALUMINUM SULFATE	30-32-4-0568	1,806.00
99		POTASSIUM PERMANGANATE	30-32-4-0557	3,217.50
99		POTASSIUM PERMANGANATE	30-32-4-0557	4,298.97
99		DELIVERY FEE	30-32-4-0798	80.00
99		DELIVERY FEE	30-32-4-0798	80.00
TOTAL WATER PLANT EXPENSES				24,684.49
TOTAL WATER PLANT				24,684.49
TOTAL WATER				49,792.39
SEWER				
SEWER				
SEWER REVENUES				
10001380	BANKING PROPERTIES LLC	REFUND CREDIT-1301 E E'VILLE	40-00-2-0304	8.65
TOTAL SEWER REVENUES				8.65
TOTAL SEWER				8.65
SEWER COLLECTIONS				
SEWER COLLECTIONS EXPENSES				
100	GRP WEGMAN COMPANY	REPAIR - EASTWOOD LIFT STATION	40-41-4-0719	621.63
1084	SCHULTE SUPPLY INCORPORATED	3" HOSE KIT	40-41-4-0529	494.55
1084		GREEN MARKING PAINT	40-41-4-0542	5.41
119	WALTCO TOOLS, INC	CAUTION TAPE	40-41-4-0531	23.98
119		GLOVES, VEST	40-41-4-0531	27.98
119		DUCT TAPE	40-41-4-0531	16.99
1713	WAL-MART COMMUNITY	DRINKS - PAVING	40-41-4-0531	49.02
348	CR SYSTEMS	CLEANER	40-41-4-0531	52.00
3984	AUTO ZONE	BATTERY - "08" DODGE	40-41-4-0529	133.99
4163	AMEREN ILLINOIS	9/8-10/7/2024-1917 E E'VILLE	40-41-4-0783	402.67
4163		SEPTEMBER 2024 - AMEREN	40-41-4-0783	1,828.52
4709	WEX BANK	OCTOBER 2024 - GASOLINE	40-41-4-0521	688.18
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	40-41-4-0783	2,049.56
5995		AUGUST 2024 - CONSTELLATION	40-41-4-0783	1,328.53
TOTAL SEWER COLLECTIONS EXPENSES				7,723.01
TOTAL SEWER COLLECTIONS				7,723.01
SEWER PLANT				
SEWER PLANT EXPENSES				
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	40-42-4-0783	6,933.04
5995	CONSTELLATION NEWENERGY - GAS	AUGUST 2024 - CONSTELLATION	40-42-4-0783	64.50
5995		AUGUST 2024 - CONSTELLATION	40-42-4-0783	83.22
TOTAL SEWER PLANT EXPENSES				7,080.76
TOTAL SEWER PLANT				7,080.76
TOTAL SEWER				14,812.42

REFUSE

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/04/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
REFUSE				
REFUSE				
REFUSE REVENUES				
10001381	PAULA J DAUBE	REFUND CREDIT - 97 W BEACH	49-00-2-0308	12.66
TOTAL REFUSE REVENUES				12.66
TOTAL REFUSE				12.66
REFUSE				
EXPENSES				
5406	REPUBLIC SERVICES #350	OCTOBER2024-COMPOST DUMPSTERS	49-49-4-0778	1,099.12
5406		OCTOBER 2024 - CITY PICK UPS	49-49-4-0791	63,726.78
TOTAL EXPENSES				64,825.90
TOTAL REFUSE				64,825.90
TOTAL REFUSE				64,838.56
GOLF COURSE				
GOLF CLUBHOUSE				
CLUBHOUSE EXPENSES				
1713	WAL-MART COMMUNITY	TAPE	50-52-4-0519	10.21
1713		BATH TISSUE	50-52-4-0541	22.98
1713		BLEACH, FLOOR CLEAN, TRASH LINER	50-52-4-0541	53.34
1713		TRASH LINERS	50-52-4-0541	24.98
4163	AMEREN ILLINOIS	SEPTEMBER 2024 - AMEREN	50-52-4-0783	3,038.88
539	FIRE SAFETY INCORPORATED	FIRE SYSTEM INSPECT & MAINT	50-52-4-0752	180.00
5430	ACUSHNET CO	SPECIAL ORDER - S SABOLO	50-52-4-0578	101.82
5793	HEARST COMMUNICATIONS INC	BEST OF BEST - ADVERTISING	50-52-4-0749	66.00
5793		BEST OF BEST - ADVERTISING	50-52-4-0749	66.00
6204	CLEAN UNIFORM COMPANY	10/28/2024-RUG&TOWEL SERVICE	50-52-4-0752	206.59
6376	ROTLER PEST CONTROL	MONTHLY PEST CONTROL	50-52-4-0752	70.00
TOTAL CLUBHOUSE EXPENSES				3,840.80
TOTAL GOLF CLUBHOUSE				3,840.80
GOLF CONCESSIONS				
CONCESSION EXPENSES				
1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	50-53-4-0574	239.00
1457		ALCOHOL - GOLF COURSE	50-53-4-0574	55.60
1713	WAL-MART COMMUNITY	WATER - RESALE	50-53-4-0571	20.94
1713		HOT DOG BUNS	50-53-4-0571	36.50
1713		CUPS & LIDS	50-53-4-0572	129.38
1713		CHIPS, HONEY BUNS, GATORADE, H2O	50-53-4-0571	259.26
1713		BUNS, GATORADE, COOKIES, CHIPS	50-53-4-0571	416.06
1713		32 OZ CUPS	50-53-4-0572	64.92
1713		SLIM JIM, CHIPS, NUTS, CRACKERS	50-53-4-0571	231.80
1713		BAGS OF ICE (52)	50-53-4-0571	97.76
1713		CUPS, PLATES, FORKS & NAPKINS	50-53-4-0572	61.12
1713		BLOODY MARY MIX	50-53-4-0571	26.94
1713		COFFEE, CREAMER, HOT CHOC, PAM	50-53-4-0571	70.06
1713		PAPER TOWELS, CUPS, FOIL SHEETS	50-53-4-0572	63.90
5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	50-53-4-0574	535.90
5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	50-53-4-0574	48.90
5496		ALCOHOL - GOLF COURSE	50-53-4-0574	431.65
5496		ALCOHOL - GOLF COURSE	50-53-4-0574	174.50
5540	REIS SERVICES INC	HOT DOGS	50-53-4-0571	336.00
TOTAL CONCESSION EXPENSES				3,300.19
TOTAL GOLF CONCESSIONS				3,300.19
TOTAL GOLF COURSE				7,140.99

CAP IMPROVEMENTS AND DEVELOP

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/04/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAP IMPROVEMENTS AND DEVELOP				
CAP IMPROVEMENTS AND DEVELOP				
CID EXPENSES				
6022	NETCO, INC	545 10TH ST - TITLE WORK	87-00-4-0919	250.00
6363	GOVERNMENTAL CONSULTING	9/9-10/8/2024-CONSULTING SERV	87-00-4-0860	3,000.00
816	MAHONEY ASPHALT, LLC	GRAND AVENUE - ASPHALT	87-00-4-0534	42,849.23
816		COLONIAL DRIVE - ASPHALT	87-00-4-0534	37,296.51
816		HARRISON ST - ASPHALT	87-00-4-0534	38,398.34
816		WILSON AVE - ASPHALT	87-00-4-0534	55,783.58
816		ROUNDHOUSE - ASPHALT	87-00-4-0534	34,099.03
TOTAL CID EXPENSES				211,676.69
TOTAL CAP IMPROVEMENTS AND DEVELOP				211,676.69
TOTAL CAP IMPROVEMENTS AND DEVELOP				211,676.69
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX				
NON-HOME RULE SALES TAX EXP'S				
3680	KAMADULSKI EXCAVATION	REPLACE - CITY SIDEWALKS	89-00-4-0909	158,192.25
4411	MADISON COUNTY COMMUNITY	PAYMENT #1 - MAIN ST SEWER SEP	89-00-4-0868	97,879.77
4411		PAYMENT #1 - MAIN ST SEWER SEP	89-00-4-0868	22,500.00
TOTAL NON-HOME RULE SALES TAX EXP'S				278,572.02
TOTAL NON-HOME RULE SALES TAX				278,572.02
TOTAL NON-HOME RULE SALES TAX				278,572.02
RECREATION CENTER				
RECREATION FUND				
RECREATION CENTER EXPENSES				
1087	SCHWARTZKOPF PRINTING INC	SUMMER CAMP T-SHIRTS	90-00-4-0306	601.60
1713	WAL-MART COMMUNITY	AFTER SCHOOL PROGRAM - SNACKS	90-00-4-0317	40.76
5228	RICOH USA, INC.	9/20-10/19/2024-COLOR&B&WPRINT	90-00-4-0792	256.98
6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - REC CENTER	90-00-4-0752	66.00
6345	CHARTER COMMUNICATIONS	10/22-11/21/2024 - 655 N WR AV	90-00-4-0786	1,109.00
6376	ROTTLER PEST CONTROL	QUARTERLY PEST - REC CENTER	90-00-4-0792	100.00
TOTAL RECREATION CENTER EXPENSES				2,174.34
TOTAL RECREATION FUND				2,174.34
TOTAL RECREATION CENTER				2,174.34
TOTAL ALL FUNDS				1,171,982.05

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CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/04/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:				
	GENERAL FUND			468,692.52
	MOTOR FUEL TAX			73,889.81
	LIBRARY			392.31
	WATER			49,792.39
	SEWER			14,812.42
	REFUSE			64,838.56
	GOLF COURSE			7,140.99
	CAP IMPROVEMENTS AND DEVELOP			211,676.69
	NON-HOME RULE SALES TAX			278,572.02
	RECREATION CENTER			2,174.34

	TOTAL --- ALL FUNDS			1,171,982.05

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ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH MADISON COUNTY FOR EDWARDSVILLE ROAD WATER LINE IMPROVEMENTS IN THE AMOUNT OF \$100,000.00.

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, the City of Wood River has deemed it to be in the best interest of the City to enter into a subrecipient agreement with Madison County for Edwardsville Road Water Line Improvements; and

WHEREAS, the water line improvements shall be a benefit to the City of Wood River's infrastructure; and

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

Section 1. The Mayor of the City of Wood River is hereby authorized to sign a Subrecipient Agreement with Madison County for Edwardsville Road Water Line Improvements in the amount of \$100,000.00. Attached hereto as Exhibit A.

PASSED and APPROVED by the Wood River City Council this 4th day of November, 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:

6



Madison County, Illinois
Subrecipient Agreement

Program Year: 2024

Date Agreement Issued: 10/1/2024

Date Agreement Expires: 9/30/2025

Project Number: 4798-24-1-54-15

Revised March 2024

Water Line Improvements

City of Wood River

SUBRECIPIENT AGREEMENT BETWEEN MADISON COUNTY, ILLINOIS

AND

CITY OF WOOD RIVER, ILLINOIS

FOR

MADISON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered this 1st day of October, 2024, by and between Madison County (herein called the “Grantee”) and the City of Wood River (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Services

The Subrecipient will be responsible for administering a **2024 CDBG Activity – Waterline Replacement** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program

Project Description: Grant funds will be used to replace 1012 linear feet of 4” and 6” cast iron water lines with a 12” PVC C-900 water main. The improvements will include three (3) valves, three (3) fires hydrants, five (5) service connections, and 40 linear feet of concrete curb.

Project Location: Southside of Edwardsville Rd, from Haller St. to Whitelaw Ave.

Requirements:

The following are required documents and must be provided to Madison County Community Development:

1. City proof of insurance (see page(s) 7-8 section F)
2. Resolution authorizing submission (if not submitted with application)

3. Grantee Recognition (see page 8 section G)
4. Progress reports and monitoring of subcontractors
5. Review of bid documents before submission
6. City Conflict of Interest policies & procedures
7. Lobbying certification (see appendix B)
8. Union Letters (see appendix A)
9. Payment process – Reimbursement
10. Expiration/Amendment for time

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet Low/Mod Area (LMA) national objective.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program Services:

Activity		Total Units / Year
Water Line Improvement		960 residents

D. Staffing

Coey Daniels, Project Manager
 SMS Engineers
 215 Market Street
 Alton, IL 62002
 618-462-9755
cdaniels@smsengineers.com

Mike Velloff, Director of Public Works
 City of Wood River
 100 Anderson Ave
 Wood River, IL 62095
 618-251-3122
mvelloff@cityofwoodriver.com

A Grantee might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (e.g., 30 days) after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 30th day of September 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

Any extension of the time of performance described above, must take the form of a written, proposed change order, signed by a project engineer or architect, and must be agreed to by the Grantee.

III. BUDGET

Line Item	Amount
Environmental Review	\$2,470.00
1012 lf PVC C-900 water main w/ tracer wire	\$75,900.00
12" gate valves (3ea)	\$12,000.00
Hot tap connections to existing main (2ea)	\$ 9,600.00
TOTAL	\$100,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed

by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT AMOUNT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$ **100,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

It is agreed that certified payroll submissions will require an original, "wet ink" signature. No electronic or digital signature system will be accepted, including but not limited to Docusign, DocHub, Adobe, DocuWare, HelloSign, Zoho Sign, Jotform, etc.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

- Grantee
- Subrecipient
- Manager

VII. GENERAL CONDITIONS

A. General Compliance

Notwithstanding Section XI(E) below (regarding the procedure for pursuing environmental review), the Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the

recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Further, the Subrecipient shall comply with all other applicable state and Federal laws, regulations, and requirements, including but not limited to those listed in Exhibit A to this Agreement.

B. Build America Buy America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the Grantee and its appointed and elected officers and employees from and against any and all liability, loss, costs, damages and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, charges and judgments whatsoever that arise out of the performance or nonperformance by the Subrecipient and/or its employees, representatives or agents, including any contractors or subcontractors retained by the Subrecipient of the services or subject matter called for in this Agreement.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

F. Insurance

The Subrecipient shall carry sufficient insurance coverage (or alternatively, have a self-insurance program) to protect Agreement assets from loss due to theft, fraud and/or undue physical damage.

The Subrecipient will be required to provide certificates of insurance naming Madison County, Illinois, as an additional insured and indicating the following coverages, with the following limits:

COVERAGE TYPE	REQUIRED COVERAGES	REQUIRED LIMITS
Liability Insurance	(1) Commercial General Liability, (2) Products Completed-Operations Liability, (3) Contractual Liability, (4) Comprehensive Automobile Liability	One Million Dollars Per Occurrence (\$1,000,000)
Workers' Compensation & Employer's Liability		\$500,000, all statutory limits required.
Property Damage Insurance		Not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and not less than One Million Dollars (\$1,000,000) aggregate.
Flood		Subrecipient agrees to participate in the United States Flood Insurance Program.

The following provision applies with respect to every individual, company or entity that Subrecipient retains or contracts with to perform work related to the project funded, in whole or in part, by the proceeds under this Agreement (collectively, "Subcontractors"). Subrecipient will require all Subcontractors to carry insurance, naming Madison County, Illinois, as an additional insured, in at least the amounts and types of coverage above.

Subrecipient will provide certificates evidencing the aforesaid insurance coverages (including certificates of coverage under any Subcontractor policies) to Madison County Community Development prior to commencement of any work called for under this Agreement.

Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the Grantee may immediately terminate this contract, and/or pursue all remedies available under this Agreement, including its indemnity provisions.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

G. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Subrecipient will provide signage at the project location with the grantees information. Wording to be used ***“This project funded/partially funded by Madison County and the US Department of Housing and Urban Development.”***

H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Local Authority for Service Request

If not already provided during initial application process, Subrecipient must provide and attach to this Agreement the relevant ordinance or resolution passed by the Subrecipient's governing board. That ordinance or resolution must describe with specificity the (1) Services set out above in section I(A), and (2) the Payment Amount set out in Section IV above. In the alternative, a letter from Subrecipient's counsel, explaining that no such ordinance or resolution or ordinance is legally required will be considered.

4. Sufficient Funds and Local Authority for Supplemental Allocation

By signing below, Subrecipient acknowledges that it has access to sufficient total funds to complete the Services within the timeframe identified above. Where additional funds will be contributed directly by the Subrecipient to complete the Services, Grantee may require an executed allocation ordinance, or other similar documentation, evidencing that sufficient funds are set aside.

In the event that the Subrecipient becomes unable to complete the Services due to lack of funds, its refusal to timely pursue additional funding from alternative sources, or to execute an allocation ordinance, may result in the Grantee seeking repayment of the funds under this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to

HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the (4) four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, may be prohibited by state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Illinois Personal Information Protection Act (PIPA), the Illinois Right to Privacy in the Workplace Act, the Illinois Protecting Household Privacy Act, the Illinois Biometric Information Privacy Act (BIPA), unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report any program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. Such program income shall be reported no later than 30 days after the Subrecipient becomes aware of the receipt of that income. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made

for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all local and state civil rights ordinances, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and

with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75 and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the requirements of (a) this contract, and (b) any other requirements set out within the relevant bid package documents, to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts

shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

In addition to those conflict-of-interest forms and/or procedures that may be required by the Grantee, the Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the Subrecipient is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient. In addition, no relatives of current Grantee or the Subrecipient shall be retained or employed to carry out this project. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the GRANTEE may grant an exception to the conflict-of-interest provisions on a case-by-case basis.

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient acknowledges and agrees that this project must comply with the following requirements insofar as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines

issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient acknowledges and agrees that this project must comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Procedure and Costs of Environmental Review

The Parties acknowledge that with respect to the Environmental Review obligations set out in sections A – D above, where applicable, the Grantee will initiate, or may have already initiated, those environmental reviews following the initial application by the Subrecipient. Subrecipient acknowledges that all costs associated with the reviews are borne by the Subrecipient and are deducted from the total grant or loan amount.

PLEASE NOTE that in the event the application and/or funding process related to these Services is not completed, for any reason at all, and as a result, the associated funding is not completed, the Subrecipient is still required to reimburse the Grantee for all costs associated with the environmental reviews.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XVI. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Illinois. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, and, if necessary for exclusive federal questions, the United States District Court for the Southern District of Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: **Madison County, Illinois**

By _____ Date: _____

Administrator, Community Development

Attest:

CDBG Coordinator

Subrecipient: **City of Wood River**

By _____ Date: _____

Mayor

Attest:

Clerk

SUBRECIPIENT NAME:	City of Wood River
Subrecipient ID (UEI):	H6SULLPMADN5
Federal Award Identification Number:	B-24-UC-17-004
Federal Award Date:	October 1, 2024
Period of Performance:	October 1, 2024 – September 30, 2025
Federal Funds Obligated by this Agreement:	\$100,000.00
Award Official Contact information:	
Chris Kalter	
157 N. Main St., Ste. 312	
Edwardsville, IL 62025	
<u>cjkalter@madisoncountyil.gov</u>	
618-296-4955	

MADISON GRANTEE COMMUNITY DEVELOPMENT CDBG PROGRAM CONFLICT OF INTEREST POLICY & PROCEDURES

POLICY:

In accordance with HUD regulation 24 CFR 570.611(a)(1) and 24 CFR 570.611 (a)(2) requires the following:

With respect to procurement activities, the subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict is involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
 - an owner, employee, officer, or agent of the subrecipient;
 - any member of an employee's, officer's, or agent's immediate family;
 - an employee's, agent's, or officer's partner; or
 - an organization which employs or is about to employ any of them in the preceding section.
- Require that employees, agents, and officers of the subrecipient neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to sub agreements. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the subrecipient.

PROCEDURES:

Madison County Community Development provides a copy of our Conflict of Interests Policy & Procedure document in every CDBG Program Guide and application. This informs applicants of the prohibited relationships/activities for the entire development team and allows potential applicants to notify us of any potential conflicts. All applications will contain a completed conflict of interest questionnaire.

Upon receipt of application:

- Madison County Community Development (MCCD) CDBG Program staff will review the Conflict-of-Interest Checklist
- If there is the appearance of a conflict, further documentation/explanation will be required of the applicant.
- If necessary, the potential conflict will be reviewed by the State's Attorney for documentation identifying whether or not a conflict is present under State and Federal law.

CONFLICT OF INTEREST QUESTIONNAIRE

Federal, State and Local law prohibits employees and public officials of the SUBRECIPIENT from participating on behalf of the Municipality/Township in any transaction in which they have a financial interest. This questionnaire must be completed and submitted by each applicant for Community Development Block Grant (CDBG) funding. The purpose of this questionnaire is to determine if the applicant, its staff, or any of the applicant's Board would be in conflict of interest.

1. Will the CDBG funds, requested by the Subrecipient, be used to award a subcontract to any individual(s), business(es), or business affiliate(s), whose owners or management are currently or in the past year have been a City/Township employee, consultant, or a member of the City/Township Council, or a family member of any such individuals? Yes No If yes, please list the names(s) below:
-

2. Will any project being funded, in whole or in part, by these CDBG funds, have other work or services performed or contributed by any individual(s), business(es), or business affiliate(s), whose owners or management are currently or in the past year have been a City/Township employee, consultant, or a member of the City/Township Council, or a family member of any such individuals?

Yes No

If yes, please list the name(s) below:

3. Is there any employee of the Subrecipient, or member of the Subrecipient's board or counsel, or any family member of such individuals, who has a financial interest for any reason in the project being supported by the CDBG funds. Yes
No

If yes, please list the name(s) below:

If you answered "YES" to any of the above, MCCD will review to determine whether a real or apparent conflict of interest exists.

4798-24-1-54-15 City of Wood River – Waterline Improvements

Name of Organization: _____

Name of Applicant's Authorized Official: _____

Authorized Official's Title: _____

Signature of Authorized Official: _____

EXHIBIT A – NON-EXHAUSTIVE LIST OF RELEVANT STATUTES AND REGULATIONS

- Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under
- Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.
- 24 CFR Part 570;
- 24 CFR Parts 200.;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- Federal Labor Standards Provisions- US Dept. of HUD. (HUD-4010 (2-76)).
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Relocation, Real Property Acquisition, and One-For-One Housing Replacement; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); 24 CFR 570.201(i), 570.606, 49 CFR 24.
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Equal employment opportunity 24 CFR 570.601-602; 24 CFR 570.607; 41 CFR 60.
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); 24 CFR Part 8; 24 CFR 570.601; 24 CFR 570.602.

4798-24-1-54-15 City of Wood River – Waterline Improvements

- Sections 503 and 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968, as amended (PL 90-480, 42 USC 4151 *et seq.*)
- A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
- The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.
- The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 *et seq.*), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 58);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements, as amended and related laws and Executive Orders; Section 106 National Historic Preservation Act. 24 CFR 570.503 (b)(5)(i); 24 CFR 570.604, 570.202; 24 CFR 58. Ref. at 24 CFR 58.6, 24 CFR 58.5570.605.
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 *et seq.*);
- Flood Disaster Protection Act of 1973.
- Disabled and Vietnam Era Veterans, Section 402 Vietnam Era Veterans Readjustment Assistance Act and regulations issued pursuant thereto.
- Clean Air Act as amended (42 USC 1857 *et seq.*) and regulations issued pursuant thereto.
- Federal Water Pollution control act, as amended (33 USC 1251 *et. Seq.*) and regulations issued pursuant thereto.
- Local Fire Safety Codes.
- Building, Housing, and Zoning Codes; Housing Quality Standards 24 CFR 570.208(b)(1)(iv) and (b)(2).
- Lump Sum Drawdowns 24CFR 570.513.
- Definition of Computation of Units of Services 24 CFR 570.503 (b)(1).

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- Section 108 Loan Guarantees 24 CFR 570.700-570.709.
- Hatch Act (5 CFR Chapter 15)
- List of Debarred or Ineligible Contractors 24 CFR 570.609; 24 CFR 24; System for Award Management at www.sam.gov
- Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.
- Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

Appendix A – Union Letter Templates

EXECUTIVE ORDER 11246 - TEMPLATE

MEMORANDUM

Date:

To: UNION CONTACT

From: City and Contractor

Subject: City –Improvements
Project #

Madison County, Illinois, and all of its communities are joint participants in the Community Development Block Grant Program funded by the Department of Housing and Urban Development. One of the requirements of this program is the non-discrimination clause of Executive Order 11246. This clause states that “the contractor will not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, religion, sex, or national origin.”

Accordingly, if you have the opportunity to send qualified workers from your labor union out on this job, we would appreciate your efforts.

Thank you for your cooperation.

City Signature

Contractor Signature

SECTION 3 – TEMPLATE

MEMORANDUM

Date:

To: UNION CONTACT

From: City and Contractor

Subject: City –Improvements
Project #

Madison County, Illinois, and all of its communities are joint participants in the Community Development Block Grant Program administered by the Department of Housing and Urban Development. One of the requirements of this program is the Section 3 clause. Section 3 provides that, to the greatest extent feasible, employment and training opportunities on construction and related projects be given to area residents. Low and moderate income residents of the project area would especially be preferred.

Accordingly, if there are men or women in you local union who reside in or around the above listed project area; we would appreciate your sending them out on the above listed project.

Thank you for your cooperation.

City Signature

Contractor Signature

Appendix B

LLL Disclosure of Lobbying Activities – SAMPLE

DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352		Approved by OMB 4040-0013
Review Public Burden Disclosure Statement		
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer solicitation <input checked="" type="checkbox"/> b. bid award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: _____		
6. * Federal Department/Agency: _____		7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant: Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individual Performing Services (excluding address if different from No. 10a) Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fee above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$50,000 for each such failure. *Signature: _____ *Name: Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Use of Reporting Action Standard Form - LLL (Rev. 7-97)

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH CLEARY'S SHOES & BOOTS FOR THE WOOD RIVER RECREATION CENTER

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

WHEREAS, City desires to offer a sponsorship opportunity for Cleary's Shoes & Boots ("Cleary's") to sponsor the walking track at the Wood River Recreation Center; and

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

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

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the Cleary's Proposal (See **Exhibit A**); and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Cleary's Proposal (**Exhibit A**).

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

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

Section 2. The Cleary's Proposal (**Exhibit A**) is approved.

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of November 4, 2024.

PASSED and APPROVED this 4th day of November, 2024.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

Agreement

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

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

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

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

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

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

a.) SPONSOR will pay OWNER as follows for the partnership to the Wood River Recreation Center via the following monetary amounts, excluding any sales tax that might be applicable:

Year 1 (2024 – 2025) = \$500.00

Year 2 (2025 – 2026) = \$500.00

Year 3 (2026 – 2027) = \$500.00

Year 4 (2027 – 2028) = \$500.00

Year 5 (2028 – 2029) = \$500.00

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

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

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

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

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

TERMINATION

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

REPRESENTATIONS AND WARRANTIES

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

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

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

XIII. NAME CHANGE

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

XIV. MISCELLANEOUS

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

SIGNING PARTIES

SPONSOR

Cleary's Shoes & Boots

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO.

RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF A DEMO ROSENBAUER PUMPER TRUCK FROM SENTINEL EMERGENCY SOLUTIONS FOR \$740,000.00, AND WAIVING CUSTOMARY BIDDING PROCEDURES

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

WHEREAS, City has determined that in order to maintain public safety and the adjoining mutual aid service area of City's fire department, there is a need to replace an existing pumper truck as a result of said pumper truck catching fire and being rendered permanently expired per the insurance company; and

WHEREAS, City has determined that Sentinel Emergency Solutions ("SES") has a demo pumper truck for sale that meets the Fire Department's needs and is being offered at a competitive price; and

WHEREAS, SES has provided a proposed agreement (*See Exhibit A*; hereinafter "SES Agreement") for City's consideration for the purchase of one (1) demo Rosenbauer Pumper truck with 4,897 miles for the total price of \$740,000.00; and

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

WHEREAS, City has determined this purchase is a sole source purchase because the SES Agreement allows City to purchase a demo pumper truck; and (*See Exhibit A*); and

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and purchase one (1) demo Rosenbauer Pumper truck from SES as a sole source purchase, and according to the SES Agreement (*See Exhibit A*); and

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

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

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

Section 2. The SES Agreement (*See Exhibit A*) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Wood River, to execute any documents necessary to enter the SES Agreement (*See Exhibit A*).

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

PASSED and APPROVED this 4th day of November, 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:

8



PURCHASE ORDER

PURCHASER		SUPPLIER	
Purchaser:	City of Wood River	Contract #:	FS12-23 For Years 2024-2027
Address 1:	501 E Edwardsville Rd	Supplier:	Sentinel Emergency Solutions
Address 2:		Address 1:	2900 Telegraph Rd,
City, State, Zip:	Wood River, Illinois 62095	Address 2:	
		City, State, Zip:	St. Louis Mo 63125

Purchase Order Number:	10232024	Delivery in Calendar Days, after approved production ready specifications are released:	0
Date:	10.23.2024	HGAC Product Code	Commander

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$740,000.00	\$740,000.00
	Note: HGAC administration fee included in price		
	Shelving allowance of \$15,000.00 included in the purchase price of the truck.		
TOTAL			\$740,000.00

NOTES:

Rosenbauer Dealer:	Sentinel Emergency Solutions
Salesperson:	Steve Williams
Signature:	

Purchaser:	City of Wood River
Print Name:	
Title:	
Date:	
Signature:	