

ORDER OF BUSINESS

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

March 3, 2025
7:00 P.M.
Wood River, IL 62095

PUBLIC HEARING MS4 PERMIT

The purpose of this hearing is to receive citizen comments on the City's MS4 Permit
(Municipal Storm Sewer Systems)

- 1) Public Hearing called to order by Mayor Tom Stalcup
- 2) Updates from Director of Public Services
- 3) Comments by citizens
- 4) Adjournment

AGENDA

- 1) Roll Call:

David Ayres	Tom Stalcup	Bill Dettmers
Jeremy Plank		Scott Tweedy
- 2) Approval of the minutes of the regular meeting of February 18, 2025, as printed.
- 3) Approval of the bills submitted for payment for the period February 13, 2025, to February 26, 2025, as printed.
- 4) PRESENTATIONS:
Mayor Stalcup will present a Certificate of Recognition to Michael "Mickey" Sabolo on his retirement after 10 years with Belk Park Golf Course.

Mayor Stalcup will present a Certificate of Recognition to Glenn Masterson on his retirement after 41 years with Walmart.
- 5) Opening of bids for real property owned by the City located at Parcel ID 19-2-08-27-06-102-031, commonly known as 401 E. Acton, Wood River, Illinois 62095.
- 6) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 7) Approval of an ordinance declaring real property of the City of Wood River surplus and approving an Intergovernmental Agreement between City of Wood River and Madison County Transit Mass District for purposes of transferring surplus real property.
- 8) Approval of an ordinance authorizing a Second Amended Redevelopment Agreement with Dakter Holdings LLC, for TIF Financial Assistance at 1 E. Ferguson Avenue, as submitted by the TIF Committee.
- 9) Approval of an ordinance authorizing an Amended Redevelopment Agreement with Daniel Kammerer, on behalf of Wood River Revival, for TIF Financial Assistance at 87 E. Ferguson Avenue, as submitted by the TIF Committee.
- 10) Approval of an ordinance authorizing an Amended Redevelopment Agreement with W.R. Holdings LLC, for TIF Financial Assistance at 229 E. Ferguson Avenue, as submitted by the TIF Committee.

- 11) Approval of an ordinance authorizing an Amended Redevelopment Agreement with Arron DeWerff, for TIF Financial Assistance at 15 E. Ferguson Avenue, as submitted by the TIF Committee.
- 12) Approval of an ordinance authorizing an Amended Redevelopment Agreement with Heaterz Development Company LLC, for TIF Financial Assistance at 11 W. Ferguson, as submitted by the TIF Committee.
- 13) Approval of a resolution for Improvement Under the Illinois Highway Code appropriating \$234,000.00 in MFT funds for construction and engineering for the Edwardsville Road Phase 1 and Phase 2 Project, as submitted by the Director of Public Services.
- 14) Approval of a resolution authorizing the Mayor to execute a Local Agency Engineering Services Agreement for preliminary engineering for the Edwardsville Road Phase 1 and Phase 2 Project, as submitted by the Director of Public Services.
- 15) Approval of a resolution executing a Sponsorship Agreement between the City of Wood River and Lewis and Clark Community College for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.
- 16) Approval of a resolution authorizing an application for the 2025 Park Commission PEP Grant Funds from Madison County for \$82,666.00, as submitted by the Director of Parks and Recreation.
- 17) Approval of a resolution executing an agreement between the City of Wood River and Midwest Members Credit Union for an ATM machine at the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.
- 18) Approval of receipt of the City Manager's Proposed Budget for Fiscal Year 2025-26.
- 19) Approval of a request to seek bids for the demolition of City owned property located at Parcel ID 19-2-08-27-05-104-047, commonly known as 101 E. Ferguson, Wood River, Illinois 62095, as submitted by the Director of Public Services.
- 20) Approval of a request from Lorena Avenue PTA to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, October 18, 2025, from 8:00 am to 4:00 pm in accordance with City Policy.
- 21) Approval of setting a Public Hearing on the Illinois Environmental Protection Agency (IEPA) State Revolving Fund Loan Program for the 9th Street Detention Pond Project for Monday, March 17, 2025, at 7:00pm, before the regularly scheduled City Council meeting.
- 22) Discussion and approval of an independent investigation and forensic audit of the City.
- 23) Old Business
- 24) New Business
- 25) 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.

PUBLIC HEARING
ADA TRANSITION PLAN

Mayor Tom Stalcup called a Public Hearing to order at 7:00 p.m. on Tuesday, February 18, 2025, in the Council Chambers at City Hall, 111 N. Wood River Avenue, with the recital of the Pledge of Allegiance to receive citizen comments on the City's ADA Transition Plan.

Director of Public Services Michael Velloff read the Introduction and Public Meeting sections from the ADA Transition Plan and presented updates as they pertain to the plan. A copy of the plan is on file in the City Clerk's office.

Bill Rogers raised concerns about the City's compliance with ADA regulations, citing delays despite the act being over 30 years old. He claimed that the City's justification of "lack of funds" was inconsistent with other recent expenditures and urged immediate compliance.

There being no further comments, the Public Hearing adjourned at 7:07 p.m.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:07 p.m. on Tuesday, February 18, 2025. The Clerk called the roll and reported that the following members were:

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

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Dettmers moved to approve the minutes of the regular meeting of February 3, 2025, as printed, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

APPROVAL OF BILLS:

Councilman Ayres moved to approve the bills submitted for payment for the period January 30, 2025, to February 12, 2025, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

APPROVAL OF FINANCIAL STATEMENT:

Councilman Tweedy moved to approve the Financial Statement ending January 31, 2025, as printed, seconded by Councilman Ayres, and approved by the following vote:

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

PRESENTATIONS:

Mayor Stalcup and Fire Chief Wade Stahlhut presented the 2024 Firefighter of the Year Award to Engineer/Paramedic Tyler Staicoff and Paid on Call Firefighter Jamie Wells. Chief Stahlhut commended both recipients for their dedication, bravery, and service to the community.

CITIZEN/CITY OFFICIAL COMMENTS:

Bill Rogers raised concerns regarding the City's waiver of bidding for the sale of City equipment. He emphasized the importance of obtaining multiple bids for transparency and fiscal responsibility, especially for high-value items. He also alleged mistreatment by City officials and called for the immediate termination of Police Chief Brad Wells for misconduct.

City Manager Steve Palen provided an update on Tax Increment Financing (TIF), explaining its role in economic development. He explained that tax increment financing is a method of raising funds to pay for redevelopment from the increase in property value caused by that redevelopment and is expressly authorized under the Tax Increment Allocation Redevelopment Act. Tax increment financing captures the increase in property tax resulting from the improvements and channels the increased tax back into the projects. Tax increment financing is one of the most powerful economic development tools that municipalities have at their disposal. Tax increment financing was created to allow municipalities to eradicate blighted areas by encouraging private investment in redevelopment projects. A municipality initiates a TIF project when it identifies a vacant or deteriorated site which will, if it is developed, enhance the tax base and produce new tax revenue. By definition, tax increment financing is used when the area would otherwise not be improved solely with private funds. Creating jobs and sales tax is a great addition to a TIF project but is not a requirement. The purpose of the TIF Act is to eliminate blighted areas, rehabilitate old buildings, install needed infrastructure, and other TIF eligible projects, all of which are specifically stated in the TIF Act. What a developer can be paid for with TIF incentives is also strictly controlled by the TIF Act. These are spelled out in the statute and include cost of studies, plans and professional services for architectural, engineering, legal, marketing and other services, costs of marketing sites to prospective businesses, developers and investors, costs of land acquisitions, site preparation, site improvements, rehabilitation or demolition of existing buildings, construction of public infrastructure, costs of financing, costs of job training and retraining projects, certain interest costs incurred by a redeveloper, and costs for capital improvements necessary and directly resulting from the redevelopment project. The City of Wood River has a TIF Committee made up of City employees who vet requests from developers. The TIF Committee is not a public body and not subject to the Open Meetings Act. There are no actual votes or minutes. The TIF Committee considers proposals for purposes of determining what will be presented to the City Council for consideration. The TIF Committee has no actual vote on what is approved. Only the City Council can approve a request. City Manager Steve Palen noted that mistakes have occurred with some TIF agreements and how they have been administered; however, none of the mistakes made were material to the substance of the transaction and every TIF dollar paid out on a project has resulted in a redeveloped building. Antiquated and overly cumbersome agreements create burdensome red tape for applicants and City staff. Moving forward all agreements will undergo additional legal review.

To illustrate the success of TIF, the revenues generated since its inception are \$44,000.00 in fiscal year 2020, \$76,000.00 in fiscal year 2021, \$150,000.00 in fiscal year 2022, \$189,000.00 in fiscal year 2023, \$284,000.00 in fiscal year 2024, and \$423,000.00 to be received in fiscal year 2025. These increased revenues from these TIF successes allow the City to invest even more in the TIF area. City Manager Steve Palen then highlighted several businesses that have benefited from TIF, including Cleary Shoes, Brigman Insurance, The Cheesecake Lady, Eagles, Budget Signs, Downtown Delights, Atomic Pinball, Riverbend Family Ministries, Sweet Tooth, Burger Bar, Full Deck Print & Design, Arron DeWerff, C&B Boiled Bagels, Green Tree, Main Street Tattoo, and Tomerlin Accounting.

City Manager Steve Palen expressed his gratitude to the Councilmembers for their role in the City's growth and acknowledged the Department Heads for their contributions in making it possible. He gave special thanks to Director of Finance Karen Weber, whose efforts are instrumental in bringing everything together.

Councilman Dettmers congratulated Mike Young for his achievements at the Illinois Indoor Track and Field Championship, where he secured multiple first-place finishes and a second-place finish.

Councilman Tweedy stated that it is disheartening to see the actions of a City councilmember overshadow the positive momentum in efforts to improve the Wood River community. Constructive criticism and accountability are essential in governance but when the sole focus becomes highlighting mistakes rather than fostering solutions it creates a toxic environment that damages both the City's image and the morale of dedicated City employees who work hard every day to serve the residents. The negativity does not just affect City staff, it sends harmful messages to potential investors, developers, and community partners who are essential to revitalizing the Downtown Business District and driving progress. The City of Wood River should be a place where collaboration, creativity, and optimism thrive, instead the unnecessary focus on fault finding deters those who could bring transformative change and prosperity to the community. Councilman Tweedy urges all members of the City Council to embrace the spirit of cooperation and solution driven leadership to build a city that everyone can take pride in. Councilman Tweedy concluded by stating that together the City can achieve so much more when everyone is focused on progress rather than division.

ORDINANCE NO. 25-3: AMENDING CITY CODE 90-7, TITLE IX: GENERAL REGULATIONS, CHAPTER 95: PARKS AND RECREATION, AMENDING SECTION 95.16 BELK PARK GOLF COURSE:

Councilman Tweedy moved to approve an ordinance amending City Code 90-7, Title IX: General Regulations, Chapter 95: Parks and Recreation, amending Section 95.16 Belk Park Golf Course, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2920: DECLARING PERSONAL PROPERTY OF THE CITY OF WOOD RIVER SURPLUS AND AUTHORIZING ITS SALE, TRADE IN, AND/OR DISPOSAL, SPECIFICALLY A 2008 CRIMSON SPARTAN RESCUE PUMPER:

Councilman Ayres moved to approve an ordinance declaring personal property of the City of Wood River surplus and authorizing its sale, trade in, and/or disposal, specifically a 2008 Crimson Spartan Rescue Pumper, as submitted by the Fire Chief, seconded by Councilman Plank, and approved by

the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2112: WAIVING BIDS AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND BRINDLEE MOUNTAIN FIRE APPARATUS, LLC FOR SERVICES RELATED TO THE SALE OF THE CITY OF WOOD RIVER'S 2008 CRIMSON SPARTAN RESCUE PUMPER:

Councilman Dettmers moved to approve a resolution waiving bids and approving and authorizing the execution of an agreement between the City of Wood River and Brindlee Mountain Fire Apparatus, LLC for services related to the sale of the City of Wood River's 2008 Crimson Spartan Rescue Pumper, as submitted by the Fire Chief, seconded by Councilman Ayres

Fire Chief Wade Stahlhut explained that Brindlee Mountain Fire Apparatus, LLC is a nationally recognized broker for used fire apparatus. When the Fire Department sought the right partner to handle the sale of their 2008 Crimson Spartan Rescue Pumper, they turned to Brindlee Mountain's sister company, Fire Trucks Unlimited. With a broad national reach and a strong track record of success, Fire Trucks Unlimited was the ideal choice to manage the process effectively.

Mayor Stalcup inquired about the total mileage on the truck.

Chief Stahlhut stated that while the truck has just under 70,000 miles, the engine hours are the more critical factor due to extensive idle time, as previously discussed. Depending on the formula used, the idle time equates to approximately 280,000 to 400,000 miles of wear on the engine.

Mayor Stalcup stated that, to his understanding, this company specializes in refurbishing units for potential use by smaller fire departments.

Chief Stahlhut replied in the affirmative.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2113: EXECUTING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND SHEPPARD MORGAN & SCHWAAB, INC. FOR MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER:

Councilman Tweedy moved to approve a resolution executing a sponsorship agreement between the City of Wood River and Sheppard Morgan & Schwaab, Inc. for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2114: EXECUTING A GOLF COURSE AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND GIMME GOLF CLUB, LLC:

Councilman Plank moved to approve a resolution executing a golf course agreement between the City of Wood River and Gimme Golf Club, LLC, as submitted by the Director of Parks and Recreation, seconded by Councilman Tweedy

Councilman Ayres asked Director of Parks and Recreation, Pat Minogue, if this was the City's second year under the agreement and inquired about the results from the first year. Director Minogue responded that while he did not have the exact figures on hand, the primary change in this year's agreement is an increase in the per-round rate from \$10.00 last year to \$20.00 this year. This adjustment will bring Belk Park Golf Course in line with Spencer T. Olin Golf Course and other comparable courses. Additionally, the change is expected to boost the number of rounds played during off-peak hours.

During the week, members can golf at any time, while on weekends, tee times for members begin after 12:00 p.m. When asked by Councilman Ayres if the agreement was profitable, Director Minogue confirmed that it was.

Director Minogue further explained that members pay a membership fee through Gimme Golf, LLC, which grants access to ten different courses with per-round fees ranging from \$10.00 to \$40.00.

The resolution was approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – GIRLS SOCCER – APPROVED:

Councilman Ayres moved to approve a request from EAWR High School – Girls Soccer to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, April 5, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – FOOTBALL – APPROVED:

Councilman Dettmers moved to approve a request from EAWR High School – Football to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, April 26, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – CHEERLEADERS – APPROVED:

Councilman Plank moved to approve a request from EAWR High School – Cheerleaders to solicit at the intersection of Wood River Avenue and Penning Avenue on Saturday, May 3, 2025, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Tweedy, and

approved by the following vote:

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

NAYS: None (0)

SOLICIT – VFW POST 2859 – APPROVED:

Councilman Ayres moved to approve a request from VFW Post 2859 to solicit at the intersection of Wood River Avenue and Penning Avenue on Saturday, May 10, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – GIRLS BASKETBALL – APPROVED:

Councilman Tweedy moved to approve a request from EAWR High School – Girls Basketball to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, June 7, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – BOYS BASKETBALL – APPROVED:

Councilman Plank moved to approve a request from EAWR High School – Boys Basketball to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, June 14, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – WOOD RIVER PROFESSIONAL FIREFIGHTERS LOCAL 2371:

Councilman Plank moved to approve a request from Wood River Professional Firefighters Local 2371 to solicit at the intersection of Wood River Avenue and Penning Avenue on Saturday, August 2, 2025, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – SOFTBALL – APPROVED:

Councilman Ayres moved to approve a request from EAWR High School – Softball to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, September 6, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – WOOD RIVER KNIGHTS OF COLUMBUS – APPROVED:

Councilman Tweedy moved to approve a request from Wood River Knights of Columbus to solicit at the intersection of Wood River Avenue and Penning Avenue on Saturday, September 20, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – LEWIS & CLARK JUNIOR HIGH SCHOOL - WRESTLING – APPROVED:

Councilman Plank moved to approve a request from Lewis & Clark Junior High School - Wrestling to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, October 4, 2025, from 8:00 am to 4:00 pm in accordance with City Policy, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS:

Councilman Dettmers put forth a motion to hold a special meeting on Monday, February 24, 2024, for the purpose of initiating an independent investigation and forensic audit of the City of Wood River, seconded by Councilman Ayres.

City Attorney Kathryn Warren clarified that although the motion could not be voted on at tonight's meeting and would be voted on at the following City Council meeting, discussion would be allowed.

Councilman Dettmers referenced city ordinance, stating three council members could request a special meeting with 48 hours advance notice.

City Clerk Sneed read aloud the relevant ordinance in Section 32.15 (B).

Councilman Dettmers raised a point of order, questioning why a motion could not be put forth to hold a meeting.

City Attorney Kathryn Warren explained that the request must be made in writing by two Council members, per ordinance.

Councilman Dettmers stated he would like to have a discussion under New Business and requested for the members of the press to come forward to collect documentation.

Councilman Dettmers explained that the discussion was regarding four items: unauthorized distributions, failure to enforce ordinances, contracts, and policies, unauthorized disclosure of confidential information, and public document storage and retrieval. He claimed the City has made at least one, if not more, unauthorized TIF payments; in some cases, he alleges that TIF payments were used by entities to pay their outstanding property tax bills which were required to be paid prior

to disbursement. In addition, in September 2024, ordinance 2908 was approved to amend the agreement from July 2023 regarding 1 E. Ferguson. Councilman Dettmers stated the purpose of the change was to amend the payment date from December 1 upon occupancy, to the occupancy permit being issued. Councilman Dettmers recalled that he did not vote in the affirmative on the ordinance, as he knew the provisions of the TIF agreement had not yet been fulfilled. He stated he had sent the TIF Committee an email detailing his concerns about amending the contract, specifying untimeliness with receiving permits and completing construction. Councilman Dettmers claimed that on September 6, 2024, sections 2.1A and 2 were amended without council permission, citing changes in dates, required construction costs, and occupancy requirements. He alleged that \$40,00.00 was distributed in violation of the agreement at the end of September, while occupancy was not obtained until the last couple of weeks.

Councilman Plank asked Councilman Dettmers if he plans to discuss these issues at tonight's meeting and at the Special Meeting.

Councilman Dettmers replied in the affirmative.

Discussion ensued regarding failure to enforce ordinances, contracts, and policies, with a particular focus on 87 E. Ferguson. Councilman Dettmers raised concerns about the failure to enforce ordinances related to Tax Increment Financing (TIF) agreements, stating that they require proper scrutiny. As he was outlining these concerns, Mayor Stalcup interjected to inquire if the subject pertained to the Special Meeting that Councilman Dettmers is requesting. Councilman Dettmers clarified that this was for discussion under new business. Mayor Stalcup then questioned whether this is the same topic planned for the Special Meeting. Councilman Dettmers replied that more information should be made available, but Mayor Stalcup insisted it was time to move forward with the agenda and return to the matter later. When Councilman Dettmers questioned if he was ruling out of order, Mayor Stalcup affirmed that it appeared so: City Attorney Kathryn Warren stated that if a Special Meeting is being held, the topic can be discussed in general terms at tonight's meeting.

Councilman Dettmers continued by stating that violations had occurred concerning 87 E. Ferguson. He alleged that at the September 16, 2024, Council Meeting, false and misleading statements were made regarding TIF agreements, particularly claims that ordinances did not require taxes to be paid in advance, which he argued was in direct conflict with what the ordinance states. As he was providing details, Mayor Stalcup called a point of order, stating that Councilman Dettmers had already outlined the concerns in a written format that the Council could review on their own. Mayor Stalcup then suggested moving forward to determine whether a Special Meeting would be scheduled for February 24, 2025. City Attorney Kathryn Warren explained that such a meeting could not be held unless the Mayor called for it or two Council members submitted a request. Mayor Stalcup stated that he was not calling for a Special Meeting and advised Councilman Dettmers to submit a written notice if he wished to proceed.

Following this, the discussion shifted toward TIF agreements and legal fees. Councilman Plank requested an overview of the legal fees associated with TIF agreements and sought clarification on whom these fees were tied to. He proposed a reevaluation of TIF agreements to reduce unnecessary burdens on small businesses and applicants, arguing that many extraneous requirements had been added over time. He specifically criticized the requirement for upfront real estate tax payments, noting that the City would receive its tax revenue regardless of when payments were made.

Councilman Dettmers questioned whether the City should provide funds to applicants without restrictions. Councilman Plank clarified that his concern was about removing unnecessary restrictions rather than eliminating oversight altogether. He emphasized that the City should focus on reimbursing capital expenditures without adding excessive bureaucratic requirements.

During the exchange, Councilman Plank formally introduced a motion to reevaluate the TIF agreements and remove unnecessary restrictions. The motion was seconded by Councilman Tweedy. Councilman Tweedy then asked if the motion was meant to be added to the next agenda.

City Manager Steve Palen stated that the matter will be reviewed by legal counsel, who will be handling future TIF agreements, and that each Councilmember's input will be considered moving forward.

Mayor Stalcup congratulated Drake Champlin, who qualified for the state finals in wrestling at East Alton Wood River High School after winning the 215-pound sectional competition. Mayor Stalcup extended the City's best wishes to Champlin for the finals.

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 7:55 p.m.

Mayor

City Clerk

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CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 03/03/2025
INVOICES DUE ON/BEFORE: 04/03/2025

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
GENERAL REVENUES	4388	JACK SCHMITT CHEVROLET	SEPT '24 - OCT '24 REBATE	10-00	2-0202	2,295.32
GENERAL REVENUES Total						2,295.32
LEGISLATIVE	1067	ROYAL PUBLISHING	SPONSOR 2025 EAWR GIRLS BASKETBALL	10-11	4-0749	120.00
LEGISLATIVE	1067	ROYAL PUBLISHING	SPONSOR 2025 EAWR BOYS BASKETBALL	10-11	4-0749	120.00
LEGISLATIVE Total						240.00
ADMINISTRATION	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-12	4-0521	127.69
ADMINISTRATION Total						127.69
FINANCE	1015	QUILL	INK - FINANCE DIRECTOR	10-13	4-0519	78.99
FINANCE	4260	C.J. SCHLOSSER & COMPANY LLC	2024 - 1099-NEC'S, 1099-R'S, FORMS W-2	10-13	4-0792	2,050.00
FINANCE	6309	GREATAMERICA FINANCIAL SVCS.	LEASE - POSTAGE METER	10-13	4-0863	165.00
FINANCE Total						2,293.99
LEGAL	6284	LEWIS BRISBOIS BISGAARD & SMITH LLP	LEGAL SERVICES	10-15	4-0721	685.00
LEGAL	6284	LEWIS BRISBOIS BISGAARD & SMITH LLP	LEGAL SERVICES	10-15	4-0721	1,250.00
LEGAL	6284	LEWIS BRISBOIS BISGAARD & SMITH LLP	LEGAL SERVICES	10-15	4-0721	750.00
LEGAL	6284	LEWIS BRISBOIS BISGAARD & SMITH LLP	LEGAL SERVICES	10-15	4-0721	6,340.00
LEGAL	6284	LEWIS BRISBOIS BISGAARD & SMITH LLP	LEGAL SERVICES	10-15	4-0721	850.00
LEGAL	6284	LEWIS BRISBOIS BISGAARD & SMITH LLP	LEGAL SERVICES	10-15	4-0721	550.00
LEGAL Total						10,425.00
BUILDING & ZONING	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-16	4-0521	369.54
BUILDING & ZONING	2749	CLEARY'S SHOES & BOOTS	UNIFORM BOOTS - ELLIS	10-16	4-0594	195.00
BUILDING & ZONING	1713	WAL-MART COMMUNITY	NO TRESPASSING SIGNS	10-16	4-0599	5.36
BUILDING & ZONING Total						569.90
STREET MAINTENANCE	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-21	4-0521	2,545.79
STREET MAINTENANCE	5192	O'REILLY AUTO PARTS	WIPER BLADES	10-21	4-0529	20.90
STREET MAINTENANCE	6075	DAKOTA M BARRETT	CDL REIMBURSEMENT	10-21	4-0669	61.35
STREET MAINTENANCE	6338	ADR TOWING	TOW RUBBER ROLLER	10-21	4-0792	247.50
STREET MAINTENANCE	5467	ALL TYPE HYDRAULICS CORP.	HYDRAULIC HOSE & FITTINGS - TRUCK #3	10-21	4-0529	296.04
STREET MAINTENANCE	5905	BICKLE ELECTRIC	SERVICE & REPAIR - 14TH ST HEATER	10-21	4-0792	345.00
STREET MAINTENANCE	1060	ROD'S SERVICE, INC.	TANK RENTAL - O2 & ACETYLENE	10-21	4-0544	24.73
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	BRAKE CHAMBER	10-21	4-0529	160.00
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	ADJUSTER BRAKE SLACK	10-21	4-0529	175.00
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	REPLACE AXLE BUMP STOP	10-21	4-0719	1,285.48
STREET MAINTENANCE Total						5,161.79
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC.	1/18-2/14/2025 ROTARY SHELTER PORTABLE RESTROOM	10-24	4-0792	193.05
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC.	1/18-2/14/2025 GOLF COURSE PORTABLE RESTROOM	10-24	4-0792	199.52
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC.	1/18-2/14/2025 ROTARY PAVILION RESTROOM	10-24	4-0792	120.79
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC.	1/18-2/14/2025 6TH STREET RESTROOM	10-24	4-0792	120.79
PARKS AND RECREATION	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-24	4-0521	11.21
PARKS AND RECREATION	6403	DICKSON WONG	FALL 2024 - TUITION REIMBURSEMENT	10-24	4-0679	3,020.00

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 03/03/2025
INVOICES DUE ON/BEFORE: 04/03/2025

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
PARKS AND RECREATION	6403	DICKSON WONG	SPRING 2024 - TUITION REIMBURSEMENT	10-24	4-0679	5,920.00
PARKS AND RECREATION Total						9,585.36
PARK MAINTENANCE	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-25	4-0521	186.64
PARK MAINTENANCE	1713	WAL-MART COMMUNITY	COFFEE MACHINE	10-25	4-0519	27.44
PARK MAINTENANCE Total						214.08
POLICE	443	DATATRONICS INC	REMOVE OLD EQUIPMENT - OLD 167/4559	10-27	4-0929	250.00
POLICE	443	DATATRONICS INC	INSTALL EQUIPMENT IN NEW SQUAD CARS - 150	10-27	4-0929	7,814.00
POLICE	443	DATATRONICS INC	INSTALL EQUIPMENT IN NEW SQUAD CARS - 172	10-27	4-0929	7,814.00
POLICE	443	DATATRONICS INC	INSTALL EQUIPMENT IN NEW SQUAD CARS - 167	10-27	4-0929	7,814.00
POLICE	443	DATATRONICS INC	INSTALL EQUIPMENT IN NEW SQUAD CARS - 168	10-27	4-0929	7,814.00
POLICE	443	DATATRONICS INC	INSTALL EQUIPMENT IN NEW SQUAD CARS - 142	10-27	4-0929	7,814.00
POLICE	1015	QUILL	COPY PAPER - 5 BOXES	10-27	4-0519	199.95
POLICE	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-27	4-0521	3,008.83
POLICE	6399	CHARTER COMMUNICATIONS	SEARCH WARRANT - PHONE RECORDS	10-27	4-0792	50.00
POLICE	1002	PRO AUTOMOTIVE SERVICES	SERVICE & REPAIR - #166/7173	10-27	4-0719	404.68
POLICE	5678	DAVCO PAINTING	TOUCH UP PAINTING	10-27	4-0792	900.00
POLICE	591	UNIFIRST FIRST AID & SAFETY	FIRST AID KIT REFILL	10-27	4-0552	213.60
POLICE	2293	ROBERT'S MOTORS	REPLACE WIRING - #172/6114	10-27	4-0719	357.00
POLICE	6040	PIASA CLEANERS	DRY CLEANING - JANUARY 2025	10-27	4-0792	110.00
POLICE	4163	AMEREN ILLINOIS	1/9-2/9/25 LPR CAMERA	10-27	4-0783	48.81
POLICE	5709	CONSTELLATION NEW ENERGY, INC	12/27/24-1/28/25 - 550 E MADISON	10-27	4-0783	1,324.32
POLICE	1713	WAL-MART COMMUNITY	128 GB FLASH DRIVES - 155	10-27	4-0519	37.76
POLICE	1713	WAL-MART COMMUNITY	PRISONER MEALS	10-27	4-0592	144.03
POLICE	1713	WAL-MART COMMUNITY	SHOWER CURTAINS & HOOKS, CLEANING BRUSHES	10-27	4-0549	61.17
POLICE	1713	WAL-MART COMMUNITY	COFFEE FOR PD	10-27	4-0599	199.84
POLICE Total						46,379.99
FIRE	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	10-28	4-0521	1,123.17
FIRE	333	BUDGET SIGNS TROPHIES & PLAQUE	FIREFIGHTER OF THE YEAR AWARDS	10-28	4-0519	220.00
FIRE	333	BUDGET SIGNS TROPHIES & PLAQUE	REFLECTIVE JACKET PRINTING	10-28	4-0594	25.25
FIRE	3833	HSI EMERGENCY CARE SOLUTIONS	CPR CARDS - EAFO	10-28	4-0679	169.26
FIRE	5779	BD SPORTS & APPAREL	KORINEK - FIRE ACADEMY UNIFORMS & PRINTING	10-28	4-0594	100.50
FIRE	299	BANNER FIRE EQUIPMENT	FUEL - SMALL ENGINES & SAWS	10-28	4-0529	102.99
FIRE	1713	WAL-MART COMMUNITY	ACADEMY UNIFORM ITEMS - KORINEK	10-28	4-0594	38.94
FIRE Total						1,780.11
POLICE COMMUNICATIONS	130	WILLIAMS OFFICE PRODUCTS	FAX MACHINE REPLACEMENT - DISPATCH	10-40	4-0519	349.12
POLICE COMMUNICATIONS Total						349.12
MFT	4264	CHRIST BROTHERS	BITUMINOUS PATCHES	21-00	4-0552	349.50
MFT Total						349.50
INSURANCE	6058	IPBC	MARCH 2025 - DENTAL	23-00	4-0846	4,915.17

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 03/03/2025
INVOICES DUE ON/BEFORE: 04/03/2025

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
INSURANCE	6058	IPBC	MARCH 2025 - ADMIN	23-00	4-0840	47.25
INSURANCE	6058	IPBC	MARCH 2025 - LIFE	23-00	4-0844	496.71
INSURANCE	6058	IPBC	MARCH 2025 - HEALTH	23-00	4-0845	115,300.09
INSURANCE	6058	IPBC	MARCH 2025 - VISION	23-00	4-0850	471.72
INSURANCE Total						121,230.94
LIBRARY	5709	CONSTELLATION NEW ENERGY, INC	11/23-12/27/24 - 326 E FERGUSON	25-00	4-0783	145.88
LIBRARY Total						145.88
PUBLIC SERVICES ADMIN	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	30-00	4-0521	31.79
PUBLIC SERVICES ADMIN	5905	BICKLE ELECTRIC	COMPRESSOR - ANDERSON UNIT #1	30-00	4-0792	5,000.00
PUBLIC SERVICES ADMIN	6001	WEBER FORD	MARINER DIAGNOSTIC	30-00	4-0719	99.00
PUBLIC SERVICES ADMIN	5632	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	2/20-3/19/25 COPIER LEASE	30-00	4-0751	93.98
PUBLIC SERVICES ADMIN	1713	WAL-MART COMMUNITY	BREAK ROOM SUPPLIES, PAPER PRODUCTS	30-00	4-0519	101.51
PUBLIC SERVICES ADMIN Total						5,326.28
WATER DISTRIBUTION	5728	FIRST MID BANK & TRUST, N.A.	RADIO READS - PAYMENT #5	30-31	4-0869	122,459.76
WATER DISTRIBUTION	5728	FIRST MID BANK & TRUST, N.A.	RADIO READS - PAYMENT #5	30-31	4-0862	8,028.69
WATER DISTRIBUTION	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	30-31	4-0521	981.15
WATER DISTRIBUTION	2600	CORE & MAIN	CORDLESS HYDRANT & GATE VALVE EXERCISER	30-31	4-0580	4,880.99
WATER DISTRIBUTION	2600	CORE & MAIN	ADJUSTABLE GATE VALVE KEY	30-31	4-0580	1,000.00
WATER DISTRIBUTION	1713	WAL-MART COMMUNITY	BATTERIES	30-31	4-0531	41.56
WATER DISTRIBUTION	1713	WAL-MART COMMUNITY	BATTERIES	30-31	4-0531	50.94
WATER DISTRIBUTION Total						137,443.09
WATER PLANT	6316	PVS DX, INC	CHLORINE TANK RENTAL	30-32	4-0555	200.00
WATER PLANT	873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKLIME	30-32	4-0553	7,227.57
WATER PLANT	873	MISSISSIPPI LIME COMPANY	QUICKLIME DELIVERY	30-32	4-0798	1,054.34
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	ALUMINUM SULFATE	30-32	4-0568	860.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	FLOURIDE	30-32	4-0558	984.96
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	POTASSIUM PERMANGANATE	30-32	4-0557	4,290.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	FREIGHT CHARGE	30-32	4-0798	80.00
WATER PLANT Total						14,696.87
SEWER REVENUES	2970	CAPITAL GAINS INCORPORATED	1/1-3/31/25 - MANAGEMENT FEES	40-00	2-0381	102.92
SEWER REVENUES Total						102.92
SEWER COLLECTIONS	4709	WEX BANK	FEBRUARY 2025 - GASOLINE	40-41	4-0521	515.24
SEWER COLLECTIONS	241	B & W HEATING & COOLING	INSTALL HANGING HEATERS	40-41	4-0792	7,900.00
SEWER COLLECTIONS	4163	AMEREN ILLINOIS	1/9-2/9/25 1917 E EVILLE RD	40-41	4-0783	311.51
SEWER COLLECTIONS	329	BROTCKE WELL & PUMP	CARROLLWOOD PUMP STATION REPAIR	40-41	4-0792	2,916.30
SEWER COLLECTIONS	1084	SCHULTE SUPPLY	GREEN MARKING PAINT	40-41	4-0542	129.84
SEWER COLLECTIONS	1713	WAL-MART COMMUNITY	PORTABLE HEATER	40-41	4-0599	68.77
SEWER COLLECTIONS	1713	WAL-MART COMMUNITY	BATTERIES	40-41	4-0531	16.98
SEWER COLLECTIONS Total						11,858.64

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
SEWER PLANT	5709	CONSTELLATION NEW ENERGY, INC	11/23-12/27/24 - 559 STATE AID RD	40-42	4-0783	9,501.60
SEWER PLANT Total						9,501.60
SEWER CAPITAL TRUST	2970	CAPITAL GAINS INCORPORATED	1/1-3/31/25 - MANAGEMENT FEES	40-95	2-0381	979.85
SEWER CAPITAL TRUST Total						979.85
EPA CAPITAL TRUST	2970	CAPITAL GAINS INCORPORATED	1/1-3/31/25 - MANAGEMENT FEES	40-98	2-0381	1,169.23
EPA CAPITAL TRUST Total						1,169.23
GOLF CLUBHOUSE	6376	ROTTLER PEST SOLUTIONS	FEBRUARY PEST CONTROL - CLUBHOUSE	50-52	4-0752	70.00
GOLF CLUBHOUSE	5430	ACUSHNET CO	BELK PARK GOLF HATS - RESALE	50-52	4-0579	811.44
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF GLOVES - RESALE	50-52	4-0579	1,411.20
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF HATS - RESALE	50-52	4-0579	1,537.62
GOLF CLUBHOUSE	6204	CLEAN UNIFORM COMPANY	7/22/2024 RUG & TOWEL SERVICES	50-52	4-0752	196.50
GOLF CLUBHOUSE	5709	CONSTELLATION NEW ENERGY, INC	12/18/24-1/21/25 - BELK PARK	50-52	4-0783	98.43
GOLF CLUBHOUSE Total						4,125.19
TIF #3	6402	FULL CIRCLE FUNCTION PLLC	TIF PAYMENT #1- 21 E ACTON	81-00	4-0917	30,000.00
TIF #3 Total						30,000.00
CID	XXXX	HEARTLAND TITLE & ESCROW	PURCHASE - 101 E. FERGUSON	87-00	4-0919	39,650.95
CID	6110	NEW FRONTIER MATERIALS	ROCK - PD WALKING TRAIL	87-00	4-0792	4,993.80
CID	6401	ROSENBAUER MINNESOTA, LLC	ROSENBAUER CHASSIS	87-00	4-0939	412,156.00
CID Total						456,800.75
RECREATION CENTER	6389	KINSLEY MOUSER	2/16-3/1/2025 - PAYROLL	90-00	4-0313	75.00
RECREATION CENTER	6388	MADLYNN KUHN	2/16-3/1/2025 - PAYROLL	90-00	4-0313	175.00
RECREATION CENTER	6398	BRIAN KICHLINE	2/16-3/1/2025 - PAYROLL	90-00	4-0313	75.00
RECREATION CENTER	5228	RICOH USA, INC.	1/20-2/19/25 COLOR & B&W	90-00	4-0792	308.33
RECREATION CENTER	5770	ROXANA PARK DISTRICT	SPRING 2025 LIL' SPIKERS DUES	90-00	4-0313	783.90
RECREATION CENTER	5709	CONSTELLATION NEW ENERGY, INC	12/31/24-1/30/25 - 670 N WR AVE	90-00	4-0783	2,620.44
RECREATION CENTER	1713	WAL-MART COMMUNITY	FRONT DESK CONCESSIONS	90-00	4-0304	246.72
RECREATION CENTER	1713	WAL-MART COMMUNITY	LAUNDRY DETERGENT	90-00	4-0541	15.98
RECREATION CENTER	1713	WAL-MART COMMUNITY	NERF NIGHT SUPPLIES	90-00	4-0565	64.65
RECREATION CENTER	1713	WAL-MART COMMUNITY	REC CENTER CONCESSIONS	90-00	4-0304	112.14
RECREATION CENTER	1713	WAL-MART COMMUNITY	TISSUES & SCISSORS	90-00	4-0519	39.94
RECREATION CENTER	1713	WAL-MART COMMUNITY	CLIP BOARDS	90-00	4-0519	8.68
RECREATION CENTER Total						4,525.78
Grand Total						877,678.87

ORDINANCE NO.

**ORDINANCE DECLARING REAL PROPERTY OF THE CITY OF WOOD RIVER
SURPLUS, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF WOOD RIVER AND MADISON COUNTY TRANSIT MASS
DISTRICT FOR PURPOSES OF TRANSFERRING SURPLUS REAL PROPERTY**

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, 65 ILCS 5/11-76-1 provides, in pertinent part:

Sec. 11-76-1. Any city or village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, . . . has the power to . . . convey the real estate when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the city or village. This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office, at any regular meeting or at any special meeting called for that purpose.

WHEREAS, City owns Property identified as follows:

1. PIN: 19-1-08-28-08-205-004
2. PIN: 19-1-08-28-08-205-037

(hereinafter "Property"); and

WHEREAS, in the opinion of this City, the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City to retain, and should be declared surplus and conveyed; and

WHEREAS, Madison County Mass Transit District ("MCT") is a municipal corporation, in accordance with 70 ILCS 3610/3, and it is authorized to receive real estate pursuant to the Local Government Property Transfer Act (50 ILCS 605/1, *et seq.*); and

WHEREAS, City and MCT are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois (1970) and 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, City and MCT have prepared an Intergovernmental Agreement, a true and accurate copy of which is attached hereto as **Exhibit A** and adopted and incorporated by reference as if set forth fully herein; and

WHEREAS, pursuant to the terms and conditions of the Intergovernmental Agreement

(**Exhibit A**), City proposes to transfer the Property to MCT, and MCT proposes to accept the Property from City, for continued mass transit use; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to enter the Intergovernmental Agreement attached hereto as **Exhibit A**, and gift the Property to MCT; and

WHEREAS, City has determined the City Manager and/or Mayor should be authorized and directed to sign the Intergovernmental Agreement attached hereto as **Exhibit A**, and execute any other documents necessary to give effect to this Ordinance and the Intergovernmental Agreement attached hereto as **Exhibit A**.

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

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

Section 2. The Intergovernmental Agreement attached hereto as **Exhibit A** is approved.

Section 3. City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to authorize the Mayor and/or City Manager to sign the Intergovernmental Agreement attached hereto as **Exhibit A**.

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

Passed by the City Council of the City of Wood River, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____ 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of February, 2025, by and between **City of Wood River, Illinois** (hereinafter referred to as "City" or "Wood River"), and **Madison County Transit Mass District**, (hereinafter referred to as "MCT") all bodies, corporate and politic.

RECITALS

A. The parties are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois (1970) and 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements for any purpose not prohibited by law.

B. MCT has indicated its desire to obtain ownership of the certain real estate of Wood River, namely Parcel Nos. 19-1-08-28-08-205-004 and 19-1-08-28-08-205-037 for purposes of maintaining a public transit facility, which property MCT currently possesses and operates by way of an Intergovernmental Agreement and Lease.

C. City hereby agrees to transfer, and MCT hereby agrees to accept, the following described property (hereinafter referred to as the "Property"):

PIN: 19-1-08-28-08-205-004

PIN:19-1-08-28-08-205-037

D. Wood River agrees to give by way of gift the Property to MCT.

E. On the approval of this Agreement and any other necessary approvals by Wood River and MCT, Wood River agrees to convey said Property to MCT, in AS IS and WHERE IS condition, by a good and sufficient Quitclaim Deed, subject only to covenants, conditions, restrictions, and easements apparent or of record.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND FOLLOWING AGREEMENTS, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The preceding recitations in the upper part of this Intergovernmental Agreement are restated, realleged, and adopted as part of this Intergovernmental Agreement.

2. This Agreement shall be binding on the parties and their respective successors. It may be assigned only by written agreement of the parties.

3. Each party shall, at the request and expense of the other, have its representative execute and deliver any further documents and do all acts and things as that party may be reasonably required to do to carry out the true intent and meaning of this Agreement.

4. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

5. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed on behalf of the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed on behalf of both parties.

7. This Agreement shall be approved by appropriate action by the Wood River City Council and MCT Board.

8. Miscellaneous:

a. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

b. Assignment. This Agreement may not be assigned by without the written approval of City.

c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this

Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- f. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- g. Entire Agreement. This Agreement constitutes the entire agreement between City and MCT, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth.
- h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties, it being recognized that City and MCT have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- i. Compliance with Laws, Regulations, and Accreditation. MCT and City believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should MCT or City have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the completion of this Agreement, MCT or City shall give written notice to the other Party regarding such belief. The Parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the Parties determine in good faith

that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both CITY and MCT shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Agreement is executed on the date set forth above.

City of Wood River, Illinois

By: _____

Tom Stalcup

Mayor

City of Wood River, Illinois

111 N. Wood River Avenue,

Wood River, IL 62095

Madison County Mass Transit District

By: _____

Steven J. Morrison

Managing Director

Madison County Mass Transit District

One Transit Way

Granite City, IL 62040

ORDINANCE NO. _____**ORDINANCE APPROVING AND AUTHORIZING AN AMENDED
REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE
PROJECT AREA WITH DAKTER HOLDINGS LLC FOR 1 E. FERGUSON,
WOOD RIVER, ILLINOIS**

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

WHEREAS, City has determined that certain previously passed TIF Redevelopment Agreements contained terms and conditions that were not specifically germane to economic development and eradication of blight within TIF #3; and

WHEREAS, City has determined that certain TIF Redevelopment Agreements need to be amended and passed again by the City Council for purposes of making the agreements easier for both the City and Developer to implement and utilize; and

WHEREAS, City desires to be seen as pro-business and pro-economic growth, and believes amending some previously passed TIF Redevelopment Agreements will reduce red-tape and bureaucratic interference; and

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

Address: 1 E. Ferguson, Wood River, IL 62095

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

WHEREAS, within the TIF District #3 project area, Developer redeveloped the Property ("Project"); and

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

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

WHEREAS, Developer informed City, and City found, that without the financial support to reimburse some of the Project costs from the TIF District #3 project area, the Project was not financially feasible and the Project would not have moved forward; and

WHEREAS, Developer completed the Project, including construction, renovations and improvements, in accordance a Redevelopment Agreement previously approved by the City Council; and

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

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

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

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

Section 2. The Amended Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Amended Redevelopment Agreement (**Exhibit A**).

Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

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

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

This Second Amended Redevelopment Agreement ("Agreement") is entered into as of the date authorized by the City of Wood River, Madison County, IL ("**City**"), and signed by both the City and Dakter Holdings LLC, ("**Developer**"). City and Developer may be referred to individually as "**Party**" and collectively as the "**Parties**." In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

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

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

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

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

1.5 ~~Reserved.~~ To stimulate and induce redevelopment pursuant to the TIF Act, the City, after

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

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

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

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

ARTICLE 2: DEVELOPERS OBLIGATIONS

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

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

2.2 The Developer covenants and agrees to pay all fees, fines, utility bills and taxes

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

2.3 ~~The Developer covenants and agrees not to convey the Subject Property during the~~

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| term of this Agreement without the written consent of the City;

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ARTICLE 3: CITY OBLIGATIONS

3.1 In consideration for the Developer undertaking and completing the Project on the Subject Property, and satisfaction of its obligations as itemized under Article 2 of this Agreement, so long as no notice of an event of default has been issued pursuant to Article 6 hereof and remains outstanding, the City ~~may~~shall reimburse the Developer a maximum of Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred, or 38.71% for Redevelopment Costs incurred, whichever amount is less, in connection with the Project, ~~from the sources and in accordance with procedures set forth in Article 4.~~

3.2 ~~Reserved.~~Reimbursement of the amount set forth herein shall be made annually from the

~~sources and in accordance with the procedures set forth in Article 4 hereof until the Developer has received Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred in connection with the Project.~~

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

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

4.1 ~~Reserved.~~The City has established a special tax allocation fund solely for the Project Area (the

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

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

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

~~Non-Conflict or Breach.~~ The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound,

~~Pending Lawsuits.~~ There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:

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

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

ARTICLE 6: ENFORCEMENT AND REMEDIES

6.1 Enforcement; Remedies. After providing for the thirty (30) day Cure / Self-Help period, ~~The parties may enforce or compel the performance of~~

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

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

6.3 Events of Default by Developer. Any of the following events or circumstances

shall be an event of default by Developer with respect to this Agreement:

(a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.

~~(b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.~~

~~(c) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Article 2, contained in this Agreement.~~

~~(b)d)~~ The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.

~~(c)e)~~ The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

~~(f) Developer's failure to pay the fees and expenses described in this Agreement.~~

6.4 ~~Remedies for Default By Developer:~~

~~(a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City may terminate this Agreement at which point all future obligations hereunder shall be deemed null and void, or, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement.~~

~~(b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer~~

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

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

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

6.6 Events of Default by City. Any of the following events or circumstances shall be

an event of default by the City with respect to this Agreement:

(a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein;

(b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default;

(c) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

6.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the

case of an event of default by the City, Developer, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such

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default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in

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

ARTICLE 7: GENERAL PROVISIONS

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

~~7.2 Liability and Indemnity of City.~~

~~(a) No liability for City Review.~~ Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

~~(b) Hold Harmless and Indemnification.~~ Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement, claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 5 and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

~~(c) Defense Expenses.~~ Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

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

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

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

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

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ARTICLE 8. TERM

Term. Unless terminated pursuant to this Agreement, City shall pay this TIF incentive to Developer over six (6) years, with payments made in equal installments until the balance is paid out on the last payment. Article 6 hereof, this Agreement shall be in full force and effect upon its execution by the parties and terminate upon reimbursement to the Developer of Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred in connection with the Project.

ARTICLE 9. NOTICES

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

or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

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

with a copy to:

Dakter Holdings LLC

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

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

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

ARTICLE 10. IN GENERAL

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

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

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

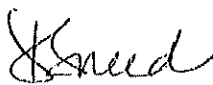
10.4 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

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

City of Wood River,
an Illinois municipal
7

By: _____
City Manager

Attest:

By: 
City Clerk Danielle Sneed

~~DAKTER HOLDINGS LLC~~
~~A limited liability company~~

By: _____ By: _____

SIGNATURE PAGE

City of Wood River

Dakter Holdings LLC

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

This Second Amended Redevelopment Agreement ("Agreement") is entered into as of the date authorized by the City of Wood River, Madison County, IL ("City"), and signed by both the City and Dakter Holdings LLC, ("Developer"). City and Developer may be referred to individually as "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

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

1.2 The City is engaged in the revitalization of its commercial and industrial districts which includes the property commonly known as 1 East Ferguson Avenue which property is identified by parcel number 19-2-08-28-08-203-037 (the "*Property*").

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

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

1.5 Reserved.

1.6 The Developer submitted a proposal to the City to acquire the Property and substantially renovate its interior and exterior (the "*Project*").

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

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

ARTICLE 2: DEVELOPERS OBLIGATIONS

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

- (a) Upon completion of the Project, the Developer shall deliver to the City an itemization of all costs incurred in connection with the Project accompanied by all paid bills, invoices, receipts, and other documentation evidencing all TIF Redevelopment Project Costs incurred by the Developer to acquire the Subject Property and construct the Project.

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

ARTICLE 3: CITY OBLIGATIONS

3.1 In consideration for the Developer undertaking and completing the Project on the Property, the City may reimburse the Developer a maximum of Two Hundred Forty Thousand Dollars (\$240,000) for Redevelopment Project Costs incurred, or 38.71% for Redevelopment Costs incurred, whichever amount is less, in connection with the Project.

3.2 Reserved.

3.3 For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses defined as "redevelopment project costs" in Section 11-74.43(q) of the TIF Act.

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

4.1 Reserved.

4.2 THE CITY'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

ARTICLE 6: ENFORCEMENT AND REMEDIES

6.1 Enforcement: Remedies. After providing for the thirty (30) day Cure / Self-Help period, the parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance.

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

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

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

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

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

ARTICLE 7: GENERAL PROVISIONS

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

ARTICLE 8. TERM

Term. Unless terminated pursuant to this Agreement, City shall pay this TIF incentive to Developer over six (6) years, with payments made in equal installments until the balance is paid out on the last payment.

ARTICLE 9. NOTICES

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

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

with a copy to:

Dakter Holdings LLC

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

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

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

ARTICLE 10. IN GENERAL

10.1 Amendments. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer.

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

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

SIGNATURE PAGE

City of Wood River

Dakter Holdings LLC

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING AN AMENDED
REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE
PROJECT AREA WITH DANIEL KAMMERER, ON BEHALF OF WOOD RIVER
REVIVAL, FOR 87 E. FERGUSON AVE., WOOD RIVER, ILLINOIS**

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

WHEREAS, City has determined that certain previously passed TIF Redevelopment Agreements contained terms and conditions that were not specifically germane to economic development and eradication of blight within TIF #3; and

WHEREAS, City has determined that certain TIF Redevelopment Agreements need to be amended and passed again by the City Council for purposes of making the agreements easier for both the City and Developer to implement and utilize; and

WHEREAS, City desires to be seen as pro-business and pro-economic growth, and believes amending some previously passed TIF Redevelopment Agreements will reduce red-tape and bureaucratic interference; and

WHEREAS, in furtherance of development of the TIF District #3 project area, Daniel Kammerer, on behalf of Wood River Revival ("Developer"), presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 1 E. Ferguson, Wood River, IL 62095

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

WHEREAS, within the TIF District #3 project area, Developer redeveloped the Property ("Project"); and

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

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

WHEREAS, Developer informed City, and City found, that without the financial support to reimburse some of the Project costs from the TIF District #3 project area, the Project was not financially feasible and the Project would not have moved forward; and

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

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

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

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

Section 2. The Amended Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Amended Redevelopment Agreement (**Exhibit A**).

Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed

City Clerk
City of Wood River
Madison County, Illinois

**AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN DANIEL KAMMERER, ON BEHALF OF WOOD RIVER REVIVAL, AND
CITY OF WOOD RIVER, FOR 87 E. FERGUSON AVE., WOOD RIVER, ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer proposes to purchase:

87 E. Ferguson Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" for the development of the Property from dilapidated status to a "first floor retail space" (See Exhibit A); and

WHEREAS, City wishes to encourage Developer to develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act (as provided by Developer) (See Estimated Const Budget attached hereto as Exhibit B); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$496,100.00 (See Exhibits A and B; hereinafter "Project"); and

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

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

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

and economic welfare of City residents and users of the Property; and

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

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

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

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

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

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

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

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

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

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose

of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

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

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

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

7.1. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law, and Developer agrees Developer shall be solely responsible for said determination.

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

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

3. Developer covenants and agrees that all Redevelopment Project Costs submitted to City for payment shall be the “fair market value” for property acquisition, professional services, products, materials, construction services, or any other Redevelopment Costs provided by Developer for payment by the City related in any way to the Project.

10.4. Developer agrees City shall be entitled to a full audit, at the sole discretion of the City, of any and all Redevelopment Project Costs submitted to City for payment.

Section 3. Obligation of City.

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

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Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$496,100.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$245,000.00, or 49.39% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$245,000.00, or 49.39% of the Redevelopment Project Costs incurred, whichever amount is less, may be paid evenly over seven (7) fiscal years, with a maximum cap of \$35,000.00 to be paid out annually should all other terms and conditions of the Agreement be met by Developer.
- d. The \$245,000.00, or 49.39% of the Redevelopment Project Costs incurred, whichever amount is less, may be paid by City to Developer as follows:
 - 1) The first payment of \$35,000.00 shall be made after the Project at the Property has been substantially completed and the Property has passed all City mandated inspections;
 - 2) ~~Any subsequent annual payments of a maximum amount of \$35,000.00 will be made annually until the TIF incentive has been paid in full. Once the TIF incentive earned under this Agreement has been paid in full the payments will cease, contingent upon the building being occupied by a commercial tenant, to be determined solely at the discretion of the City;~~
 - 3) ~~The City reserves the right to make annual \$35,000.00 payments under this Agreement to the Developer for the Property if the City Manager determines the Developer is making sufficient efforts to market the Property and find a qualified commercial tenant, with said determination to be made solely by the City Manager;~~
- e. Any Certificate of Occupancy for any tenant must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.
- f. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.
- g. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act, identified in Exhibit B, attached hereto.

Section 4. Reimbursement to Developer under the TIF Act.

- a. ~~Developer shall submit to the City Treasurer a written statement in the form of a formal letter and all applicable receipts setting forth the amount of TIF act reimbursable costs incurred by the Developer, along with any applicable building~~

permits, to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.

- b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items, or otherwise does not fall within the definition of redevelopment project costs as defined in the Act, or Developer is no longer entitled to TIF incentives because Developer has reached the TIF cap (maximum payment).
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. ~~City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.~~
- d. ~~At City's request, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property, and show proof that all sales taxes have been paid in full.~~
- e. ~~The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.~~

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

- f. ~~City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:~~
 - a. ~~Voluntary or involuntary bankruptcy of Developer;~~

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

Undesirable examples include new ownership that are

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

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

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

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in

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

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

Section 78. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 89. Termination of Agreement. ~~Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out.~~

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

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- b. ~~Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.~~
- c. ~~Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in this Agreement.~~
- d.b. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver,

liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.

~~e.c.~~ The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

~~f.~~ Developer's failure to pay the fees, fines and expenses on connection with the Project including real estate taxes.

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

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

Section 240. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

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

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Wood River Revival
Attention: Daniel Kammerer
STL.primeproperty@gmail.com
(314) 605-4006
1763 Moloney Dr.
Pevely, MO 63070

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Wood River Revival, by Daniel Kammerer

Agent for Wood River Revival, by Daniel Kammerer

**AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF
ACT, BETWEEN DANIEL KAMMERER, ON BEHALF OF WOOD RIVER REVIVAL,
AND CITY OF WOOD RIVER, FOR 87 E. FERGUSON AVE., WOOD RIVER,
ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer proposes to purchase:

87 E. Ferguson Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" for the development of the Property from dilapidated status to a "first floor retail space" (See **Exhibit A**); and

WHEREAS, City wishes to encourage Developer to develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act (as provided by Developer) (See Estimated Const Budget attached hereto as **Exhibit B**); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$496,100.00 (See **Exhibits A and B**; hereinafter "Project"); and

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

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

WHEREAS, City and Developer deem it in their mutual interests to enter into this

Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

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

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

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

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

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

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

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

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

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

3. Developer covenants and agrees that all Redevelopment Project Costs submitted to City for payment shall be the "fair market value" for property acquisition, professional services, products, materials, construction services, or any other Redevelopment Costs provided by Developer for payment by the City related in any way to the Project.

4. Developer agrees City shall be entitled to a full audit, at the sole discretion of the City, of any and all Redevelopment Project Costs submitted to City for payment.

Section 3. Obligation of City.

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

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$496,100.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$245,000.00, or 49.39% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$245,000.00, or 49.39% of the Redevelopment Project Costs incurred, whichever amount is less, may be paid evenly over seven (7) fiscal years, with a maximum cap of \$35,000.00 to be paid out annually should all other terms and conditions of the Agreement be met by Developer.
- d. The \$245,000.00, or 49.39% of the Redevelopment Project Costs incurred, whichever amount is less, may be paid by City to Developer as follows:
 - 1) The first payment of \$35,000.00 shall be made after the Project at the Property has been substantially completed and the Property has passed all City mandated inspections;
 - 2) Subsequent annual payments of a maximum amount of \$35,000.00 will be made annually until the TIF incentive has been paid in full. Once the TIF incentive earned under this Agreement has been paid in full the payments will cease.
- e. Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer all applicable receipts setting forth the amount of TIF act reimbursable costs incurred by the Developer, along with any applicable building permits, to complete the Project. Each Request shall be

accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.

- b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items, or otherwise does not fall within the definition of redevelopment project costs as defined in the Act, or Developer is no longer entitled to TIF incentives because Developer has reached the TIF cap (maximum payment).
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

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

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

with the Project.

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

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement.

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

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- b. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- c. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable

federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

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SIGNATURE PAGE TO FOLLOW

To the Developer:

Wood River Revival
Attention: Daniel Kammerer
STL.primeproperty@gmail.com
(314) 605-4006
1763 Moloney Dr.
Pevely, MO 63070

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Wood River Revival, by Daniel Kammerer

Agent for Wood River Revival, by Daniel Kammerer

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING AN AMENDED
REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE
PROJECT AREA WITH W.R. HOLDINGS LLC FOR 229 E. FERGUSON AVE, WOOD
RIVER, ILLINOIS**

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

WHEREAS, City has determined that certain previously passed TIF Redevelopment Agreements contained terms and conditions that were not specifically germane to economic development and eradication of blight within TIF #3; and

WHEREAS, City has determined that certain TIF Redevelopment Agreements need to be amended and passed again by the City Council for purposes of making the agreements easier for both the City and Developer to implement and utilize; and

WHEREAS, City desires to be seen as pro-business and pro-economic growth, and believes amending some previously passed TIF Redevelopment Agreements will reduce red-tape and bureaucratic interference; and

WHEREAS, in furtherance of development of the TIF District #3 project area, W.R. Holdings LLC ("Developer"), presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 229 E. Ferguson, Wood River, IL 62095

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

WHEREAS, within the TIF District #3 project area, Developer redeveloped the Property ("Project"); and

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

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

WHEREAS, Developer informed City, and City found, that without the financial support to reimburse some of the Project costs from the TIF District #3 project area, the Project was not financially feasible and the Project would not have moved forward; and

WHEREAS, Developer completed the Project, including construction, renovations and improvements, in accordance a Redevelopment Agreement previously approved by the City Council; and

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

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

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

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

Section 2. The Amended Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Amended Redevelopment Agreement (**Exhibit A**).

Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

AMENDED REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the **City of Wood River**, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as the "City") and **W.R. Holdings LLC** (hereinafter referred to as the "Developer"). This "Agreement" shall supersede any other agreement currently in place between the City and the Developer.

PREAMBLES

WHEREAS, the Developer owns the following described real estate (the "Property") located in the City of Wood River, Madison County, Illinois Tax Increment Financing ("TIF") TIF #3, to wit:

Legal Description — See **Exhibit A**, attached hereto

Madison County PIN #: 19-2-08-27-05-104-033

Parcel Address: 229 E Ferguson Ave, Wood River, Illinois 62095; and

WHEREAS, the City wishes to encourage the Developer to acquire the property, make interior and exterior repairs, and remodel the interior of the building located on the Property and costing approximately \$297,000.46 (based on Developer's estimates) as itemized in **Exhibit B**, (the "Project"), attached hereto; and

WHEREAS, The Developer has demonstrated to the satisfaction of the City that, by reason of the work required on the property, the Project cannot be accomplished except at substantial extraordinary expense to the Developer, and the Project will not go forward without TIF incentives from the City; and

WHEREAS, it is the desire of the City and the Developer that the City assist in the repair and rehabilitation of the subject real estate under the City's grant of authority pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, et seq. (the "Act"); and

WHEREAS, the City is authorized under the provisions of the Act to finance certain redevelopment project costs in connection with redevelopment and other improvements within The TIF #3 District; and

Page 1 of 15

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

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

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

Section 2. That the Developer shall proceed with Project as described above, investing approximately \$297,000.46 or more in said Project.

~~a. The Developer acknowledges and agrees that its failure to operate the real estate holding company (the "Business") on a continuing basis at the Subject Property during the term of this Agreement (except for closures for casualty, remodeling and construction of not more than one (1) month) shall result in the immediate termination of this Agreement and, upon such termination, all future obligations of the City under this Agreement shall be terminated and no further payments will be made to Developer hereunder.~~

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

b. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 1174.4-3(q) of the TIF Act.

2 2 2 2 3

Section 3. That the City agrees to reimburse the Developer up to the maximum sum of \$72,000, or 40% of the acquisition costs incurred for the Property, whichever is less. The \$72,000 shall be paid over three (3) fiscal years, commencing with proof of purchase and then each year annually thereafter. ~~In determining the 40% maximum sum amount, the total Project costs include all documented costs incurred by the Developer to complete the Project, whether such costs are TIF eligible redevelopment project costs or not.~~

~~a. That this Agreement and the funds to be paid out accordingly, shall expire on December 31 of the 20th year from the date of execution of this Agreement, or when the maximum amount stated above has been reimbursed to the Developer, or upon expiration of the TIF #3 District, whichever occurs first.~~

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

~~a. That the Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as Exhibit C ("Request for Reimbursement"), attached hereto, setting forth the amount of reimbursement requested and the specific redevelopment project costs for which reimbursement is being sought.~~

~~b. Each request for reimbursement shall be accompanied by such bills, invoices, lien waivers or other evidence as the City shall reasonably require documenting the right of the Developer to be reimbursed under this Agreement.~~

~~c. The City Clerk shall have thirtytwo (320) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at their next regularly scheduled meeting.~~

e.d. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that

such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.

Section 4. THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE INCREMENTAL TAXES GENERATED WITH TIF #3 FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

Section 5. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of the Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this Agreement by the Developer; or (iii) from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at Developer's own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at Developer's own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

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

Section 6. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

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

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

- (1) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- ~~(2) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.~~
- ~~(3) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in this Agreement.~~
- ~~(4)~~(2) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- ~~(5)~~(3) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

~~(6) Developer's failure to pay the fees, fines and expenses on connection with the Project including real estate taxes.~~

~~c.~~ b. Remedies for Default by Developer:

Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City may terminate this Agreement at which point all future obligations hereunder shall be deemed null and void, or, pursuant to this Agreement, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement.

~~(2) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken.~~

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

~~(1) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.~~

~~(2) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.~~

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(3) ~~A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.~~

~~e. Remedies for Default by City: Subject to the provisions of this Agreement, in the case of an event of default by the City, Developer, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.~~

~~Section 7. This Agreement may not be assigned by the Developer without prior written approval of the City, which shall not be unreasonably withheld.~~

Commented [MM1]: Issues with transferring property may be more of a zoning issue. Does the transfer require new zoning? If not, is it relevant to TIF concerns.

~~Section 8. Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.~~

Commented [MM2]: Building and Zoning and Code Enforcement issue.

Section 79. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 840. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

W.R. Holdings
229 E Ferguson Avenue
Wood River IL, 62095

To the City:

Attention: City Clerk
City of Wood River
111 N Wood River Avenue
Wood River, IL 62095

Section 11. ~~The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and to perform the terms, duties and obligations of this Agreement, including without limitation the right, power and authority to reimburse the Developer for eligible TIF Project costs, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.~~

a. ~~Representations Regarding Redevelopment Project Area:~~ The City hereby represents and warrants that the Redevelopment Project Area has been validly created and approved by the City in accordance with the requirements of the TIF Act;

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

Section 242. This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Should Developer assign this Agreement, the terms and conditions of this Agreement shall run with the land as long as the TIF payments are being made, or until any other terms and conditions of this Agreement have expired, and it shall be Developer's legal responsibility to put all subsequent owners of the Property on notice of this Agreement.

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers on this 15th day of August, 2022.~~

CITY OF WOOD RIVER, ILLINOIS:

ATTEST:

~~_____
Thomas J Sta cu , Mayor V~~ J. L. Sneed
Danielle Sneed, City Clerk

DEVELOPER (Property Owner):



~~06 BY: & Ck J1/40, f~~

YA

Exhibit A
Legal Description of Property

PENNINGS ADD LOT 29 30 50X125

Madison Count PIN #: 19-2-08-27-05-104-033

Parcel Address: 229 E. Ferguson Ave, Wood River, Illinois 62095

Exhibit B**Estimated Total Project Costs and TIF Reimbursable Costs**

Acquisition	\$180,000
Building Extension	\$28,571.42
Flooring	\$9,285.72
Ceiling Repair	\$3,571.42
Painting Interior and Exterior	\$20,000
Deck Repair	\$16,000
Tuck pointing	\$14,571.89
Add sump system	\$3,571.43
Signage and facade	<u>\$21,428.58</u>
Total	\$297,000.46

Exhibit C

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

City of Wood River
44 N Wood River Avenue
Wood River, IL 62095

Attention: City Clerk

RE: ~~Redevelopment Agreement, dated August 15th, 2022,
by and between the City of Wood River, Illinois, and
W.R. Holdings LLC and/or its Assigns (the "Developer")~~

Dear City Clerk:

~~You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 3 of the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.~~

1. ~~REQUEST FOR REIMBURSEMENT NO. _____~~

2. ~~PAYMENT DUE TO: _____~~

3. ~~AMOUNT TO BE DISBURSED: _____~~

4. ~~The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs for the development of the Project described in the Redevelopment Agreement.~~

5. ~~The undersigned certifies that:~~

- ~~(i) The amounts included in 3 above were made or incurred or financed and were necessary for the development of the Project and were made or incurred in accordance therewith;~~

- (ii) ~~The amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;~~
- (iii) ~~The expenditures for which amounts are requisitioned and represent proper redevelopment project costs as described in Section 3(c) of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth in Schedule I, with paid invoices attached for all sums for which reimbursement is requested;~~
- (iv) ~~The amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to Section 3 of the Redevelopment Agreement is not in excess of \$72,000 or 40% of the total eligible acquisition project costs actually incurred to date, whichever is less;~~
- (v) ~~The Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement;~~

6. ~~Attached to this Request for Reimbursement is Schedule I itemizing the eligible costs to be reimbursed, together with copies of invoices or bills of sale covering all items for which reimbursement is being requested.~~

Submitted by:

Name

Title

APPROVED BY CITY COUNCIL:

Date: 8/15/22

AMENDED REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the **City of Wood River**, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as the "City") and W. R. Holdings LLC (hereinafter referred to as the "Developer"). This "Agreement" shall supersede any other agreement currently in place between the City and the Developer.

PREAMBLES

WHEREAS, the Developer owns the following described real estate (the "Property") located in the City of Wood River, Madison County, Illinois Tax Increment Financing ("TIF") TIF #3, to wit:

Legal Description — See **Exhibit A**, attached hereto

Madison County PIN #: 19-2-08-27-05-104-033

Parcel Address: 229 E Ferguson Ave, Wood River, Illinois 62095; and

WHEREAS, the City wishes to encourage the Developer to acquire the property, make interior and exterior repairs, and remodel the interior of the building located on the Property and costing approximately \$297,000.46 (based on Developer's estimates) as itemized in **Exhibit B**, (the "Project"), attached hereto; and

WHEREAS, The Developer has demonstrated to the satisfaction of the City that, by reason of the work required on the property, the Project cannot be accomplished except at substantial extraordinary expense to the Developer, and the Project will not go forward without TIF incentives from the City; and

WHEREAS, it is the desire of the City and the Developer that the City assist in the repair and rehabilitation of the subject real estate under the City's grant of authority pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, et seq. (the "Act"); and

WHEREAS, the City is authorized under the provisions of the Act to finance certain redevelopment project costs in connection with redevelopment and other improvements within The TIF #3 District; and

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

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

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

Section 2. That the Developer shall proceed with Project as described above, investing approximately \$297,000.46 or more in said Project.

- a. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.
- b. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 1174.4-3(q) of the TIF Act.

Section 3. That the City agrees to reimburse the Developer up to the maximum sum of \$72,000, or 40% of the acquisition costs incurred for the Property, whichever is less. The \$72,000 shall be paid over three (3) fiscal years, commencing with proof of purchase and then each year annually thereafter.

- a. That the Developer shall submit to the City Treasurer such bills, invoices, lien waivers or other evidence as the City shall require documenting the right of the Developer to be reimbursed under this Agreement.

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

THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

Section 4. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of the Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this Agreement by the Developer; or (iii) from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at Developer's own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom

or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at Developer's own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

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

Section 5. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Agreement, thirty (30) days after notice of any breach to correct the same prior to the non-breaching party's pursuit of any remedy provided for in this Agreement, at law, or in equity; provided, however, that the 30-day period may be extended with written consent of both parties and approved by the City Council, or (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Agreement, then, except as specifically provided otherwise in the following sections of this Agreement, and in addition to any and all other remedies that may be available either in law or equity, the party affected

by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs;

- a. Events of Default by Developer: Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:
- (1) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue as of the date made.
 - (2) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
 - (3) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the

benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

- b. Remedies for Default by Developer: Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City may terminate this Agreement at which point all future obligations hereunder shall be deemed null and void, or, pursuant to this Agreement, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement.

Section 6. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 7. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

W.R. Holdings
229 E Ferguson Avenue
Wood River IL, 62095

To the City:

Attention: City Clerk
City of Wood River
111 N Wood River Avenue
Wood River, IL 62095

Section 8. This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Should Developer assign this Agreement, the terms and conditions of this Agreement shall run with the land as long as the TIF payments are being made, or until any other terms and conditions of this Agreement have expired, and it shall be Developer's legal responsibility to put all subsequent owners of the Property on notice of this Agreement.

Exhibit A

Legal Description of Property

PENNINGS ADD LOT 29 30 50X125

Madison Count PIN #: 19-2-08-27-05-104-033

Parcel Address: 229 E. Ferguson Ave, Wood River, Illinois 62095

Exhibit B**Estimated Total Project Costs and TIF Reimbursable Costs**

Acquisition	\$180,000
Building Extension	\$28,571.42
Flooring	\$9,285.72
Ceiling Repair	\$3,571.42
Painting Interior and Exterior	\$20,000
Deck Repair	\$16,000
Tuck pointing	\$14,571.89
Add sump system	\$3,571.43
Signage and façade	\$21,428.58
Total	\$297,000.46

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING AN AMENDED
REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE
PROJECT AREA WITH ARRON DEWERFF, ON BEHALF OF DBI PROPERTY
MANAGEMENT, FOR 15 FERGUSON DRIVE,
WOOD RIVER, ILLINOIS**

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

WHEREAS, City has determined that certain previously passed TIF Redevelopment Agreements contained terms and conditions that were not specifically germane to economic development and eradication of blight within TIF #3; and

WHEREAS, City has determined that certain TIF Redevelopment Agreements need to be amended and passed again by the City Council for purposes of making the agreements easier for both the City and Developer to implement and utilize; and

WHEREAS, City desires to be seen as pro-business and pro-economic growth, and believes amending some previously passed TIF Redevelopment Agreements will reduce red-tape and bureaucratic interference; and

WHEREAS, in furtherance of development of the TIF District #3 project area, Arron Dewerff, on behalf of DBI Property Management ("Developer"), presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 15 Ferguson Drive, Wood River, IL 62095

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

WHEREAS, within the TIF District #3 project area, Developer redeveloped the Property ("Project"); and

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

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

WHEREAS, Developer informed City, and City found, that without the financial support to reimburse some of the Project costs from the TIF District #3 project area, the Project was not financially feasible and the Project would not have moved forward; and

WHEREAS, Developer completed the Project, including construction, renovations and improvements, in accordance a Redevelopment Agreement previously approved by the City Council; and

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

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

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

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

Section 2. The Amended Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Amended Redevelopment Agreement (**Exhibit A**).

Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

**AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN ARRON DEWERFF, ON BEHALF OF DBI PROPERTY MANAGEMENT,
AND THE CITY OF WOOD RIVER, FOR 15 FERGUSON DRIVE, WOOD RIVER,
ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer owns:

Address: 15 Ferguson Drive, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" and "Alarm Quote" for the development of the Property (*See Exhibit A*); and

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

1. Alarm Quote: \$19,455.00

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$19,455.00 (*See Exhibit A*; hereinafter "Project"); and

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

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

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

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

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

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

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

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

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

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

~~Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within sixty (60) days of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:~~

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

~~2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a~~

timely manner.

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

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

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

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

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

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

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

10.3. Developer is responsible for maintaining the alarm on the Alarm Quote and paying all maintenance costs and monitoring costs to ensure the alarm on the Alarm Quote remains operational for as long as the Developer owns, leases, or controls the Property. In addition, Developer is responsible for assigning this agreement to any subsequent owners or lessees of the Property, and all subsequent owners or lessees of the Property shall be responsible for paying all maintenance and monitoring costs to ensure the alarm on the Alarm Quote remains operational for purposes of protecting the health, safety, general welfare, and economic welfare of City residents. Any failure to pay all maintenance costs and monitoring costs for the alarm on the Alarm Quote shall be a breach of the Agreement, the Developer, owner, or lessee of the Property shall be responsible for paying back all incentives under this Agreement, and shall be subject to any other remedies sought by City at law or in equity. *See Exhibit A.*

Section 3. Obligation of City.

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

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$19,455.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs):

1) Year One - \$9,727.00

commencing with the "Approval of the City" that the Project has been completed and the alarm is operational, meaning in this case meeting the inspection standards of the City.

- d. The Approval of the City must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

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

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer ~~a written statement in the form of a formal letter and all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.~~
- b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City

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

- e. ~~City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF-act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.~~
- d. ~~At City's request, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property, and show proof that all sales taxes have been paid in full.~~
- e. ~~The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.~~

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

- f. ~~City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:~~
 - a. ~~Voluntary or involuntary bankruptcy of Developer;~~
 - b. ~~Voluntary or involuntary closure of the business at the Property;~~
 - c. ~~Substantial change in the nature of the business at the Property without the City's written approval;~~
 - d. ~~To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written~~

~~approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.~~

Undesirable examples include new ownership that are

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

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

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

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

account of such proceeding.

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

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

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

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

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

of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

f. ~~Developer's failure to pay the fees, fines and expenses on connection with the Project including real estate taxes.~~

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

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

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

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

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SIGNATURE PAGE TO FOLLOW

To the Developer:

DBI Property Management
Attention: Arron DeWerff
781 Berry Road
Wood River, IL 62095

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Arron DeWerff, on behalf of DBI
Property Management

Agent for DBI Property Management

**AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN ARRON DEWERFF, ON BEHALF OF DBI PROPERTY MANAGEMENT,
AND THE CITY OF WOOD RIVER, FOR 15 FERGUSON DRIVE, WOOD RIVER,
ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer owns:

Address: 15 Ferguson Drive, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" and "Alarm Quote" for the development of the Property (*See Exhibit A*); and

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

1. Alarm Quote: \$19,455.00

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs for the development of the Property to be \$19,455.00 (*See Exhibit A*; hereinafter "Project"); and

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

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

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

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

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

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

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

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

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within sixty (60) days of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

Developer will obtain all building and zoning permits in association with the Project.

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

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

3. Developer is responsible for maintaining the alarm on the Alarm Quote and paying all maintenance costs and monitoring costs to ensure the alarm on the Alarm Quote remains operational for as long as the Developer owns, leases, or controls the Property. In addition, Developer is responsible for assigning this agreement to any subsequent owners or lessees of the Property, and all subsequent owners or lessees of the Property shall be

responsible for paying all maintenance and monitoring costs to ensure the alarm on the Alarm Quote remains operational for purposes of protecting the health, safety, general welfare, and economic welfare of City residents. Any failure to pay all maintenance costs and monitoring costs for the alarm on the Alarm Quote shall be a breach of the Agreement, the Developer, owner, or lessee of the Property shall be responsible for paying back all incentives under this Agreement, and shall be subject to any other remedies sought by City at law or in equity. See **Exhibit A**.

Section 3. Obligation of City.

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

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$19,455.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$9,727.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs):
 - 1) Year One - \$9,727.00

commencing with the "Approval of the City" that the Project has been completed and the alarm is operational, meaning in this case meeting the inspection standards of the City.

- d. The Approval of the City must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or

other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.

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

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

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

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

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

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

Section 9. Termination of Agreement.

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

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue.
- b. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- c. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator,

assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

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

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

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SIGNATURE PAGE TO FOLLOW

To the Developer:

DBI Property Management
Attention: Arron DeWerff
781 Berry Road
Wood River, IL 62095

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

City Manager

Arron DeWerff, on behalf of DBI
Property Management

Agent for DBI Property Management

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING AN AMENDED
REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE
PROJECT AREA WITH HEATERZ DEVELOPMENT LLC FOR 11 WEST FERGUSON
AVENUE, WOOD RIVER, ILLINOIS**

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

WHEREAS, City has determined that certain previously passed TIF Redevelopment Agreements contained terms and conditions that were not specifically germane to economic development and eradication of blight within TIF #3; and

WHEREAS, City has determined that certain TIF Redevelopment Agreements need to be amended and passed again by the City Council for purposes of making the agreements easier for both the City and Developer to implement and utilize; and

WHEREAS, City desires to be seen as pro-business and pro-economic growth, and believes amending some previously passed TIF Redevelopment Agreements will reduce red-tape and bureaucratic interference; and

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

Address: 11 West Ferguson Avenue, Wood River, Illinois 62095

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

WHEREAS, within the TIF District #3 project area, Developer redeveloped the Property ("Project"); and

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

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

WHEREAS, Developer informed City, and City found, that without the financial support to reimburse some of the Project costs from the TIF District #3 project area, the Project was not financially feasible and the Project would not have moved forward; and

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

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

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

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

Section 2. The Amended Redevelopment Agreement by and between the City and Developer, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Amended Redevelopment Agreement (**Exhibit A**).

Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Wood River, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed

City Clerk
City of Wood River
Madison County, Illinois

AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN HEATERZ DEVELOPMENT COMPANY LLC, AND CITY OF WOOD
RIVER, FOR 11 W. FERGUSON AVE., WOOD RIVER, ILLINOIS

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

PREAMBLE

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

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

WHEREAS, Developer owns:

11 W. Ferguson Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" for the development of the Property ~~from dilapidated status to Heaterz Hot Chicken restaurant and corporate headquarters~~. (See **Exhibit A**); and

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

1. ~~Site Work;~~
2. ~~Building Construction;~~
3. ~~Direct Purchased Items;~~
4. ~~Development Soft Costs;~~

~~(See Estimated Const Budget Heaterz Chicken Restaurant Wood River, IL attached hereto as Exhibit B); and~~

WHEREAS, Developer estimates the total costs for the development of the Property to be \$1,330,171.00 (See **Exhibits A and B**; hereinafter "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

2.1. Developer will obtain all building and zoning permits in association with the

Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

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

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

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

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

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

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

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

Section 3. Obligation of City.

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

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$1,330,171.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$240,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$240,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid evenly over eight (8) fiscal years, commencing with Certificate of Occupancy and then each year annually thereafter.
- d. ~~The Certificate of Occupancy must be signed and approved by City, including all required City officials, prior to commencement of any TIF payments to Developer.~~
- d. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.
- f. ~~Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIF Redevelopment Plan and as that term is defined under the Act, identified in Exhibit B, attached hereto.~~

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Asian text, Don't adjust space between Asian text and
numbers

Section 4. Reimbursement to Developer under the TIF Act.

- a. ~~Developer shall submit to the City Treasurer Clerk a written statement in the form of a formal letter and all applicable receipts setting forth the amount of TIF act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.~~
- b. The City ~~Treasurer Clerk~~ shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.
- c. ~~City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois~~

~~modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.~~

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

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

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

Undesirable examples include new ownership that are

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SIGNATURE PAGE TO FOLLOW

To the Developer:

Heaterz Development Company LLC
Attention: Dan King
1500 Main Street
Alton, IL 62002

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

City Manager

HEATERZ DEVELOPMENT
COMPANY LLC

Agent for Heaterz Development Company LLC

**AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN HEATERZ DEVELOPMENT COMPANY LLC, AND CITY OF WOOD
RIVER, FOR 11 W. FERGUSON AVE., WOOD RIVER, ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer owns:

11 W. Ferguson Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Improvement Program Application" for the development of the Property (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to develop the Property and assist Developer with TIF Act costs, if eligible under the TIF Act.

WHEREAS, Developer estimates the total costs for the development of the Property to be \$1,330,171.00 (*See Exhibits A and B*; hereinafter "Project"); and

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

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

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

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

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

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

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

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

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

1. Developer will obtain all building and zoning permits in association with the Project.
2. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.
3. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and

confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$1,330,171.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$240,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$240,000.00, or 18% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid evenly over eight (8) fiscal years, commencing with Certificate of Occupancy and then each year annually thereafter.
- d. The Certificate of Occupancy must be signed and approved by City.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.
- b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

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

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

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

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

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

Section 9. Termination of Agreement.

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

- a. If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue.
- b. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- c. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

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

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

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SIGNATURE PAGE TO FOLLOW

To the Developer:

Heaterz Development Company LLC
Attention: Dan King
1500 Main Street
Alton, IL 62002

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

City Manager

HEATERZ DEVELOPMENT
COMPANY LLC

Agent for Heaterz Development Company LLC



Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		21-00053-00-RS

BE IT RESOLVED, by the Council _____ of the City _____

Governing Body Type _____ Local Public Agency Type _____
of Wood River _____ Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency _____
the Illinois Highway Code. Work shall be done by Contract _____
Contract or Day Labor _____

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Edwardsville Road	0.99	FAU 8980	Cotter St.	370 ft. east of 6th St.

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement patching, pavement milling, hot-mix asphalt resurfacing and sidewalk curb ramp upgrades at side street intersections.

2. That there is hereby appropriated the sum of Two Hundred Thirty Four Thousand

_____ Dollars (\$234,000.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Danielle Sneed _____ City _____ Clerk In and for said City _____
Name of Clerk _____ Local Public Agency Type _____ Local Public Agency Type _____

of Wood River _____ in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency _____
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council _____ of Wood River _____ at a meeting held on March 03, 2025
Governing Body Type _____ Name of Local Public Agency _____ Date _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of March, 2025
Day _____ Month, Year _____

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No Agreement For MFT PE Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Wood River	Madison	21-00053-00-RS	C-98-005-25
Project Number	Contact Name	Phone Number	Email
K6S5(783)	Mike Velloff	(618) 251-3122	mvelloff@cityofwoodriver.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Edwardsville Road Phase 1 & Phase 2	FAU 8980	0.99 miles	
Location Termini			Add Location
Westerly City Limits at Cotter St. to approximately 370 feet east of 6th Street.			Remove Location

Project Description

Pavement patching, pavement milling, hot-mix asphalt resurfacing and sidewalk curb ramp upgrades at side street intersections.

Phase 2 Section No. 22-00053-01-RS, Project No. E9GD(745) and Job No. C-98-017-26

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other
Anticipated Construction Funding ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

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

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ SCI Engineering email shown as direct cost for PESA
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

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

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

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

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

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

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

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

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

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

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

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

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

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

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

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

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Sheppard, Morgan & Schwaab, Inc.	37-0894659	\$234,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$234,000.00
Total for all work		\$234,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
City of Wood River

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency
City of Wood River

Local Public Agency Type
City

 Clerk

Title
Tom Stalcup, Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Sheppard, Morgan & Schwaab, Inc.

By (Signature & Date)

--

By (Signature & Date)

--

Title

Dave Godar, Senior Vice President

Title

Scott Weiner, President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood River	Sheppard, Morgan & Schwaab,	Madison	21-00053-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

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

Edwardsville Road - Phase 1 and 2 Scope of Services:

Complete Phase I preliminary engineering and Phase II design engineering for the project as further described below:

Phase I Preliminary Engineering scope of services covers the project length (0.99 miles) plus the length of the future project (additional 0.49 miles) that extends to a point approximately 260 feet east of IL Route 111 and includes the following items:

1. Attend meetings as needed with client and coordination meetings with IDOT.
2. Preparation of a project report BLR form 19100 with applicable exhibits.
3. Completion of an environmental survey request (ESR) form to obtain environmental clearance if required.
4. Completion of a Preliminary Environmental Site Assessment (PESA) if required.
5. Completion of approval of design variance form BLR 22120 if needed.
6. Property owner coordination via letters or public meeting if needed.

The Phase I Scope of Services does not include the following items:

1. Project report form BLR 22210
2. EA
3. Crash analysis
4. Public Hearing
5. Intersection design study or geometric detail
6. Preliminary Site Investigation (PSI).
7. Items not included will be covered in a supplement if needed.

Phase II Design Engineering scope of services covers the project length (0.99 miles) and includes the following items:

1. Topo survey of project limits.
2. Establish approximate existing right-of-way lines.
3. Location of surface utilities (quality level C).
4. Design assuming 3R design policy.
5. Details for curb ramps.
6. Preparation of plans, specs, estimate of cost and estimate of time to be on a state letting.

The Phase II Scope of Services does not include the following items:

1. Under ground utility location by marking (quality level B) or by physical location (quality level A).
2. Change in vertical or horizontal alignment.
3. Roadway reconstruction.
4. Storm sewer design.
5. Easement and right-of-way acquisition.
6. Re-bidding the project in the event bids are rejected.
7. Items not included will be covered in a supplement if needed.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood River	Sheppard, Morgan & Schwaab,	Madison	21-00053-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Edwardsville Road - Phase 1 and 2 Project Schedule:

Target letting window from June, 2025 to June, 2026

Schedule

March, 2025 - City approval of Engineering Services Agreement

April, 2025 - IDOT approval of Engineering Services Agreement

May, 2025 - Complete topo survey

June 2025 - Submit Draft Project Report

August, 2025 - Submit Final Project Report

August, 2025 - Submit pre-final plans, specs & estimates

October, 2025 - Submit final plans, specs & estimates

January, 2026 - State bid letting

January, 2026 to June, 2026 - Contingency window

This schedule assume that no right-of-way is required.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood River	Sheppard, Morgan & Schwaab,	Madison	21-00053-00-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria		Weighting
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



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

Local Public Agency City of Wood River	County Madison	Section Number 21-00053-00-RS
Prime Consultant (Firm) Name Sheppard, Morgan & Schwaab, Inc.	Prepared By Dave Godar	Date 2/26/2025
Consultant / Subconsultant Name	Job Number C-98-005-25	

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

Remarks

Edwardsville Road Phase 1 + Phase 2 Preliminary Engineering, Phase 2 Section # 22-00053-01-RS & Job No. C-98-017-26

PAYROLL ESCALATION TABLE

CONTRACT TERM 15 MONTHS	OVERHEAD RATE 115.94%
START DATE 4/1/2025	COMPLEXITY FACTOR 0
RAISE DATE 7/1/2025	% OF RAISE 2.00%
END DATE 6/30/2026	

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2025	7/1/2025	3	20.00%
1	7/2/2025	7/1/2026	12	81.60%

City of Wood River

Madison

21-00053-00-RS

C-98-005-25

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

ESCALATION FACTOR	1.60%
-------------------	-------

[illegible]

City of Wood River

[illegible]

County

Madison

Section Number

21-00053-00-RS

Job Number

C-98-005-25

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE

115.94%

COMPLEXITY FACTOR

0

[illegible]

City of Wood River

Madison

21-00053-00-RS

C-98-005-25

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SHEET 1 OF 1

BLR 05514 (Rev. 02/09/23)
AVG 1

Local Public Agency

City of Wood River

County

Madison

Section Number

21-00053-00-RS

Consultant / Subconsultant Name

Job Number

C-98-006-25

DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	550	\$0.70	\$385.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	22	\$65.00	\$1,430.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$61.00	\$61.00
Copies of Deliverables/MyLars (In-house)	Actual Cost (Submit supporting documentation)	700	\$0.30	\$210.00
Copies of Deliverables/MyLars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	450	\$8.00	\$3,600.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Preliminary Environmental Site Assessment (PESA)	Actual Cost (See attached email from SCI Engineering)	1	\$9,000.00	\$9,000.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$14,686.00

Dave Godar

From: Travis Clayton <TClayton@sciengineering.com>
Sent: Wednesday, February 26, 2025 1:51 PM
To: Dave Godar
Cc: Edwin P. Grimmer; Ben Butterfield
Subject: RE: PESA RFP Wood River Edwardsville Rd

Good afternoon Dave,

I looked into this site, and you were correct, it is a fairly long stretch to be assessed and runs through an historically developed area. I think the PESA would likely include approximately 80 individual site writeups and there are several facilities along the route that will have regulatory records that will need to be reviewed.

Based on the complexity, I think we could perform the PESA for \$9,000.00.

Thank you,



Travis Clayton
Project Scientist



SCI ENGINEERING, INC.

Office: (618) 206-3049
Mobile: (618) 420-0235
E: TClayton@sciengineering.com
[Website](#) • [LinkedIn](#) • [Facebook](#)

This electronic communication and its attachments may contain confidential information. They are forwarded to you without passing through our standard review process. Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

From: Dave Godar <DGodar@smsengineers.com>
Sent: Wednesday, February 26, 2025 12:18 PM
To: Travis Clayton <TClayton@sciengineering.com>
Cc: Edwin P. Grimmer <EGrimmer@sciengineering.com>
Subject: PESA RFP Wood River Edwardsville Rd
Importance: High

Travis:

As discussed, we are in need of a proposal for completing a PESA for the Wood River Edwardsville Road project. Attached is a location map showing project limits that spans 3 phases of this project.

The project begins at the City limits at Cotter Street (also shown on some maps as Center St.) and extends south easterly to a point approx.. 270 feet east of IL Route 111 where the hot mix asphalt pavement ends and concrete pavement begins.

We are preparing our engineering agreement now and would need your proposal ASAP today. A simple reply to this email with cost is fine.

If needed, the timing of your PESA work will be soon (this spring or early summer). This project will target a letting date of November, 2025.

Please let me know if you have any questions.
Thanks.

Dave Godar, P.E.
Senior Vice President
Sheppard, Morgan & Schwaab, Inc.
215 Market Street
Alton, IL 62002
www.smsengineers.com
618.462.9755 / Office
618.980.8678 / Mobile
dgodar@smsengineers.com

RESOLUTION NO: _____

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH LEWIS AND CLARK COMMUNITY COLLEGE 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 Lewis and Clark Community College ("LCCC") to sponsor the walking track at the Wood River Recreation Center; and

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

WHEREAS, the LCCC 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 LCCC 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 LCCC 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 LCCC 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 _____

This Resolution adopted by the City Council of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the __ day of March, 2025, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

Danielle Sneed
City Clerk
City of Wood River
Madison County, Illinois

Agreement

This Agreement ("Agreement") is entered into this _____ day of _____, 2025 ("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 (2025 – 2026) = \$500.00

Year 2 (2026 – 2027) = \$500.00

Year 3 (2027 – 2028) = \$500.00

Year 4 (2028 – 2029) = \$500.00

Year 5 (2029 – 2030) = \$500.00

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

I. 1st payment due on or before March 17, 2025

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.

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

Lewis and Clark Community College

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF THE APPLICATION FOR THE 2025 PARK ENHANCEMENT PROGRAM (PEP) GRANT FROM MADISON COUNTY COMMUNITY DEVELOPMENT FOR \$82,666.00.

WHEREAS, the City of Wood River proposes to apply for the 2025 Park Enhancement Program (PEP) Grant from Madison County Community Development:

Wood River Recreation Center Weight Equipment
Grandstand Mower
Fairway Mower Loan
Bleachers for Dwiggins Field at Emerick Sports Complex

See Application attached hereto as Exhibit A; hereinafter "2025 PEP Application".

WHEREAS, the Council finds it to be in the best interests of public health, safety, general welfare and economic welfare to apply for the 2025 Park Enhancement Program (PEP) Grant from Madison County Community Development, and authorizes the Mayor, or the Mayor's designee, to sign any documents necessary to give effect to this Resolution; and

WHEREAS, the funding for the project may exceed the actual amount granted from the 2025 Park Enhancement Program (PEP) Grant in which the City of Wood River agrees to fund the completion of the project from another source.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wood River authorizes the filing of the above listed application to Madison County in adherence to all applicable rules and regulations for the 2025 Park Enhancement Program (PEP); and

BE IT FURTHER RESOLVED that the City Council of the City of Wood River hereby directs and designates the Mayor, or the Mayor's designee, to act as the authorized representative in connection with the filing of the aforementioned application and all concurrent meetings and hearings associated with the project approval process.

PASSED and APPROVED this 3rd day of March, 2025.

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:

RESOLUTION NO: ____

RESOLUTION APPROVING AGREEMENT BETWEEN MIDWEST MEMBERS CREDIT UNION AND THE CITY OF WOOD RIVER, ILLINOIS FOR ATM MACHINE AT THE 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 have an automatic teller machine (“ATM”) machine at the Recreation Center for the benefit and convenience of the general public and its employees; and

WHEREAS, Midwest Members Credit Union (“MMCUCU”) has proposed an Agreement with City which would allow it to install and thereafter maintain and operate an ATM at the Recreation Center (See “MMCUCU Agreement,” attached hereto as **Exhibit A**); and

WHEREAS, under the terms of the MMCUCU Agreement, MMCUCU will bear all costs associated with the ATM at the Recreation Center, including costs associated with its installation, operation, maintenance, network connection, and insurance of the value of the ATM and its contents; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the MMCUCU Agreement (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 MMCUCU Agreement (**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 MMCUCU Agreement (**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 _____

This Resolution adopted by the City Council of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the __ day of _____, 2025, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River,
Madison County, Illinois

ATTEST:

Danielle Sneed,
City Clerk
City of Wood River,
Madison County, Illinois

ATM AGREEMENT

This ATM Agreement (this "Agreement") entered into March __, 2025, by and between The City of Wood River, 111 Wood River Ave, Wood River, Illinois (the "City") and Midwest Members Credit Union (the "Credit Union").

WHEREAS, the Credit Union and the City desire for the Credit Union to maintain an Automated Teller Machine ("ATM") on real property owned by the City.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Credit Union and the City agree as follows:

1. Obligations of the Credit Union. During the Term of this Agreement, the Credit Union will be responsible for and agrees to provide at its sole cost:
 - (a) The ATM and all costs of its operation and maintenance;
 - (b) Payment of all costs relating to installation of the ATM, data hook-up, network connection, communications charges and drops;
 - (c) Property insurance insuring the value of the ATM and its contents;
2. Obligations of the City. During the Term of this Agreement, the City will be responsible for and agrees to provide as its sole cost:
 - (a) Space in the City's Recreation Center where with adequate space without obstruction for the members of the public to have adequate ingress and egress to the ATM;
3. The Credit Union may change the design, equipment or signage at any time.
4. Term
 - (a) Term. This Agreement shall commence on the date of its execution by both parties and shall continue for a period of three (3) years after the execution by both parties as stated above.
 - (b) Renewal. Renewal Terms. Upon the expiration of the current Term, this Agreement shall automatically renew for additional successive terms of twelve (12) months each (each, a "**Renewal Term**", and when current, the "**Term**"), unless the City delivers written notice of termination to the Credit Union not less than ninety (90) days prior to the last day of the then-current Term or the Credit Union delivers written notice of termination to the City not less than one hundred and eighty (180) days prior to the last day of the then-current Term (a "**Termination Notice**"). Each Renewal Term shall commence upon the day immediately following the expiration of the then-current Term, and on that date shall become the Term. In the event either Party delivers a Termination Notice on a timely basis, this Agreement shall automatically terminate on the last day of the then-current Term, and the Parties shall thereafter have no further rights or obligations under this Agreement except those that expressly survive termination.

- (c) Early Termination. If a party breaches its obligations under this Agreement and fails to cure such breach within a reasonable time not to exceed ninety (90) days in the case of any breach after written notice of the breach from the other party, the non-breaching party may terminate this Agreement by written notice of termination to the breaching party, which termination shall be effective on the date set forth in the notice of termination or any later date, not to exceed the end of the current Term, and if no date is specified in the notice of termination, then on the date the notice of termination is received by the other party. The period from the date of the execution of this Agreement by both parties until it terminates, whether at the end of the current Term or earlier pursuant to the foregoing, is referred to in this Agreement as the "Term".

5. Representations.

- (a) Representations by the Credit Union. The Credit Union represents to the City as follows:

- (i) The Credit Union has approved the Credit Union entering into and performing this Agreement, the individual executing this Agreement on behalf of the Credit Union is duly authorized to so act and, when executed by both parties, this Agreement will constitute a legally binding obligation of the Credit Union, enforceable against it according to its terms; and
- (ii) The Credit Union's execution and performance of this Agreement does not and will not violate any law, regulation, order or decree to which the Credit Union is subject or any contract to which it is a party.

- (b) Representations by the City. The City represents to the Credit Union as follows:

- (i) The City's governing body has approved the City entering into and performing this Agreement, the individual executing this Agreement on behalf of the City is duly authorized to so act, and, when executed by both parties, this Agreement will constitute a legally binding obligation of the City, enforceable against it according to its terms; and
- (ii) The City's execution and performance of this Agreement does not and will not violate any law, regulation, order or decree to which the Credit Union is subject or any contract to which it is a party.

6. No Other ATMs. The City agrees that it shall not allow any bank, credit union, other financial institution or other person to install or operate any automated teller machine at the Recreation Center.

7. Removal of the ATM. Upon the termination or expiration of this Agreement for any reason, the Credit Union shall remove the ATM and bear all costs associated with its removal, including any costs associated with restoring the Recreation Center to the same or substantially similar condition in which it was prior to installation of the ATM.

8. Liability Insurance. During the Term of this Agreement, the Credit Union and the City shall each maintain reasonable amounts of general commercial liability insurance and each

party agrees to provide the other with a certificate upon request evidencing that such insurance is in force upon the request of the other party during the Term of this Agreement.

9. Miscellaneous.

- (a) Assignment. The City may not assign this Agreement, in whole or in part, without the prior written consent of the Credit Union, except for an assignment to an individual or entity which acquires the real property. The Credit Union may not assign this Agreement, in whole or in part, without the prior written consent of the City, except for an assignment to an entity that acquires the assets and business of the Credit Union by merger or purchase. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- (b) Notice. All notices, requests and approvals required by this Agreement shall be in writing and addressed to the party at the address set forth below or such other address as requested by the parties.
- (c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the choice of law or conflicts of law provisions of any state.
- (d) Headings and Captions. The paragraph and section heads in this Agreement are for convenience only and shall not affect the interpretation or construction of the terms hereof.
- (e) Entire Agreement. This Agreement represents the entire agreement and understanding between parties related to the subject matter hereof and supersedes any prior agreements, representations and understandings. Neither party entered into this Agreement based on any representation, inducement, or promise, oral or otherwise, by the other party or any other person, except for the representations expressly set for in this Agreement.
- (f) Severability. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- (g) Attorneys' Fees. The prevailing party shall be entitled to recover its attorneys' fees and costs, in addition to all other remedies to which it is entitled, incurred in connection with any dispute regarding the terms or performance of this Agreement or otherwise arising under or with respect to this Agreement.
- (h) Memorandum of Agreement. Either party may at its expense record a Memorandum describing the material terms of this Agreement in the real estate records of Madison County, Illinois.

- (i) Recitals and Exhibits. The recitals set for above and the Exhibits (if any) attached hereto are incorporated into the terms of this Agreement.

IN WITNESS, WHEREOF, the parties have signed and delivered this Agreement by their duly authorized officers on the date first written above.

City of Wood River

Midwest Members Credit Union

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 111 Wood River Ave
Wood River, IL 62095

Address: 101 Wesley Drive
Wood River, IL 62095

CITY OF WOOD RIVER
2025-26
ANNUAL BUDGET

(May 1, 2025 – April 30, 2026)

WOOD RIVER CITY COUNCIL

Mayor Thomas J Stalcup	
Councilman Bill Dettmers	Councilman Jeremy Plank
Councilman David Ayers	Councilman Scott Tweedy

CITY MANAGER

Stephen Palen

Presented to City Council
March 3, 2025

PUBLIC HEARING NOTICE

2025-26 CITY BUDGET

The City Council of the City of Wood River will hold a public hearing at 7:00 P.M. on Monday, March 17, 2025, in the Council Chambers at Wood River City Hall for the purpose of receiving written or oral comments from the public concerning the proposed annual budget for the 2025-26 fiscal year. Interested citizens will have the opportunity to ask questions or make comments on the proposed budget.

Copies of the proposed budget will be on file for public inspection in the Office of the City Clerk and at the Wood River Public Library during regular business hours beginning Monday, March 3, 2025.

For additional information, please contact the City Manager or the City Clerk at 618-251-3100, Option 3. If prospective attendees require an interpreter or other access accommodation needs, please contact the City Clerk's Office at 618-251-3100, Option 3 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.

Danielle Sneed, City Clerk

Budget Calendar

FY 2025/2026

November 5, 2024	Distribute capital and supplemental request forms
November 19, 2024	Submit copies of capital and supplemental requests to Budget Officer
December 2, 2024	Receive budget guidelines and departmental budget file via e-mail from Budget Officer
December 20, 2024	Submit following to Budget Officer: <ul style="list-style-type: none">- FY 24/25 revenue and expense projections- FY 25/26 submitted
January 28, 2025	Meeting with City Manager and Budget Officer
February 25, 2025	Deliver completed FY 2025/2026 PROPOSED BUDGET to City Council (Thursday packet)
March 3, 2025	Formal acceptance of proposed budget by City Council
March 17, 2025	Public hearing on proposed FY 25/26 budget
April 7, 2025	Place FY 25/26 budget on agenda for approval
May 1, 2025	FY 25/26 begins

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March 3, 2025

Honorable Mayor and City Council,

The recommended FY 25/26 budget expenditures total \$24,496,034, which represents a 22.53% decrease from FY 24/25 Council-Approved budgeted expenditures. The decrease is attributable to the reduction in budgeted capital projects. Significant components of the budget are explained in the following summary.

General Fund

The Manager Recommended Budget reflects expenses exceeding revenues by \$115,900. Revenues, administration fees, and transfers decreased by \$544,645 or 5.7% and expenditures decreased by \$190,653 or 1.97% as compared to the FY 24/25 Council Approved Budget. Decreases in other (non-property) tax revenues total \$120,150 and are due to projected decreases in use and corporate personal property replacement tax. Those decreases are offset by projected increases in sales tax, state income tax, and video gaming taxes. Property taxes were levied at the same amount as in FY 24/25. The decrease in miscellaneous revenues of \$505,606 is primarily related to the debt proceeds the city expects to receive in FY 24/25. However, due to the need for an additional fire truck, the associated debt proceeds and corresponding expenses have been reallocated to the Capital Improvement and Development Fund. The budgeted transfer from the IMRF fund of \$200,000 is to help offset the employer cost of IMRF. Since the City has reached the minimum required terminal reserve in the Insurance Fund, a \$150,000 transfer from the Insurance Fund to the General Fund has been budgeted. Capital expenditures decreased by \$885,432. Personnel services increased by \$579,549 due to the effects of wage increases and the finalization of union contracts, which resulted in over a year's worth of retro pay. The Street Maintenance budget continues to include only one full-time Public Services employee. Debt service for the 2008 Spartan Fire Truck and 2005 Sutphen Aerial Fire Truck is budgeted to be paid off in FY 24/25.

Significant budgeted capital items include \$141,182 for updated telecommunications equipment, a portion of which will be reimbursed through dispatching revenue from other communities. In the street department, \$50,000 is allocated for roof repair at the 14th Street garage. The fire department budget includes \$8,000 for new audio in the apparatus bay and \$7,158 for the City's matching portion of the AFG grant, if awarded. The ending cash balance for the FY 25/26 budget is approximately a six-and-a-half-month operating reserve. It is the City Council's and City Manager's policy to attempt to maintain, at a minimum, a three-month operating reserve in the General Fund.

Water Fund

The Manager Recommended Budget is balanced through the use of revenues and reserves to offset expenditures, with expenses exceeding revenues by \$56,876. Necessary capital expenditures include \$115,000 for half of the roof repair at 100 Anderson. Additionally, budgeted capital items include an additional \$164,000 for filter underdrain replacement filters that were originally budgeted for in FY 24/25 and \$30,000 for a sodium hypochlorite system, which will eliminate the need for gas chlorine and create a safer working environment for employees. The Capital Trust Funds were depleted during FY 13/14 and adding additional funds has proven impossible given how much current capital spending is required. The scheduled future rate increases are the minimum necessary for this fund to ever become self-sufficient. The projected cash balance at the end of FY 25/26 is approximately one month's worth of operating expenses.

Sewer Fund

The Manager Recommended Budget is balanced through the use of revenues and reserves to offset expenditures, with expenses exceeding revenues by \$60,180. This is primarily due to capital expenditures. Additional revenue from the sewer rate increases are being used to pay personnel and capital expenses. Without the sewer rate increases, some capital expenditures would have been delayed indefinitely due to lack of funds. Personnel costs increased \$145,788 due to wage increases and the addition of a full-time employee. In the past funds have also been reserved in the EPA Capital Trust Fund for necessary upgrades to the 50+ year-old sewer plant and to comply with possible EPA mandates. However, the current reserves are insufficient to cover these upgrades or potential mandates, and the fund is currently unable to make additional contributions. Therefore, the scheduled future rate increases are necessary for these purposes as well as other necessary infrastructure improvements and current debt service. The remaining balance of the sewer separation project loan, \$3.6 million, will be repaid over the next eight years. Sewer Operating and EPA Capital Trust Funds are not scheduled to be spent in FY 25/26 in order to reserve as much as possible for future capital projects. Also included is \$115,000 for half of the roof repair at 100 Anderson. There are also \$182,000 in capital expenditures related to the Wastewater Treatment Plant. The projected cash balance at the end of FY 25/26 is approximately three months' worth of operating expenses.

Refuse Fund

The Manager Recommended Budget reflects revenues exceeding expenditures by \$4,612. Contract increases from Republic Services continue to require being passed along to the customers. The ending cash balance for the FY 25/26 budget is approximately four months' worth of operating reserve.

Golf Course

The Manager Recommended Budget reflects revenues exceeding expenditures by \$75,318. Total revenues continue to increase, driven by favorable weather conditions and strong player turnout. Expenses have decreased due to fewer capital expenditures compared to the previous year. The improved financial position reflects careful budgeting and a continued focus on maintaining and enhancing the course while managing costs effectively. The projected cash balance at the end of FY 25/26 is approximately one month's worth of operating expenses.

Capital Projects

TIF 3 was created by City ordinance in January 2019, and the sixth-year incremental tax receipts are currently being collected. The FY 25/26 budget reflects both existing business assistance redevelopment agreements and anticipated future projects. The manager's recommended property tax is a conservative estimate as the final tax rate for all taxing bodies will not be released until the budget is passed. FY 24/25 projected revenue represents a 48.5% increase from FY 23/24 actuals, driven by the increased assessment of the rehabilitated areas. The Capital Improvements and Development (CID) Fund budget includes \$300,000 for the next phase of the asphalt resurfacing program, \$100,000 for economic development, and \$100,000 for two residential programs (Home Ownership Program and Exterior Renovation Program) at \$50,000 each. The CID Fund used its remaining \$470,000 in American Rescue Plan funds toward the purchase of a demo pumper to replace the truck damaged in a fire. There are also additional funds projected to be spent in FY 24/25 on the previously ordered Rosenbauer Pumper. Riverbend Business District No. 1 was created with the implementation of the related business district tax beginning July 1, 2016. Currently, these funds are accumulating cash in anticipation of future development. Westside Business District and Riverbend Business District #3 are business districts that have been established for years, but due to the nature of the agreements, the City will now be retaining some cash within those business districts. Business District #4 was established during FY 20/21 and collections began in FY 21/22. Currently these funds are accumulating cash in anticipation of future development. The Recreation Center opened in February of 2024 and had a successful first year, with revenues budgeted to exceed expenses. The Manager Recommended Budget reflects a surplus of \$9,072 with continued growth expected in membership sales, business sponsorships and tournament revenue. Since the Parks and Recreation headquarters relocated to the new facility, many administrative costs have been reassigned to the Recreation Center Fund. Examples include: janitorial staff and supplies, telephone, IT services, part time wages, and others. In order to accurately reflect that the City would be paying these expenses regardless of the new Recreation Center, a transfer of \$48,663 from the General Fund to the Recreation Center is included.

The City's Non-Home Rule Sales Tax of 1% went into effect on July 1, 2019, and the State began remitting payments in October 2019. The tax receipts and their expenditures are accounted for in the Non-Home Rule Sales Tax Fund. Estimated receipts in FY 25/26 are \$1.85M. Debt payments on the Recreation Center, State Street Sewer Separation and

East End Detention Pond are currently slated to have debt payments made during the fiscal year from the Non-Home Rules Sales Tax Fund. Additionally, the Non-Home Rule Sales Tax Fund continues to pay for three other projects. The City is currently in the planning, engineering, and design phase for the 6th Street Detention Pond with construction projected to begin in FY 25/26. The State Street Sewer Separation project has construction related expenses budgeted for FY 25/26. It is estimated that the 6th Street Detention project will be completed within FY 26/27 and the State Street Sewer Separation Phase I will be completed in FY 25/26. Additionally, \$500,000 is included for sidewalk repairs throughout the City. Finally, a contingency line item of \$150,000 is included for emergency situations. Please keep in mind the amounts listed in the budget by project are very rough estimates reflecting each project's relative status to date.

Engineering for Wood River Avenue Phase I and II and 6th Street Improvements were paid during FY 23/24 with more engineering and construction expected to occur in FY 24/25, although the timing of these projects are estimated. Engineering for Edwardsville Road Phase I and II occurred in FY 24/25 with construction not slated to begin until at least FY 26/27.

The Wal-Mart Supercenter and Wood River Plaza complex continue to be successful since opening in 2006. The four auto dealerships also have a significant positive impact on the City. The City expects to continue this year with new developments in both commercial and residential projects.

Conclusion

The City must continue to remain prudently and efficiently managed by monitoring fund reserves and closely monitoring and controlling expenses at all levels.

The goal of the Mayor, City Council, Management, and Staff is to provide the best and highest level of service to our citizens while minimizing cost. This budget was prepared to reflect that goal.

Respectfully submitted,

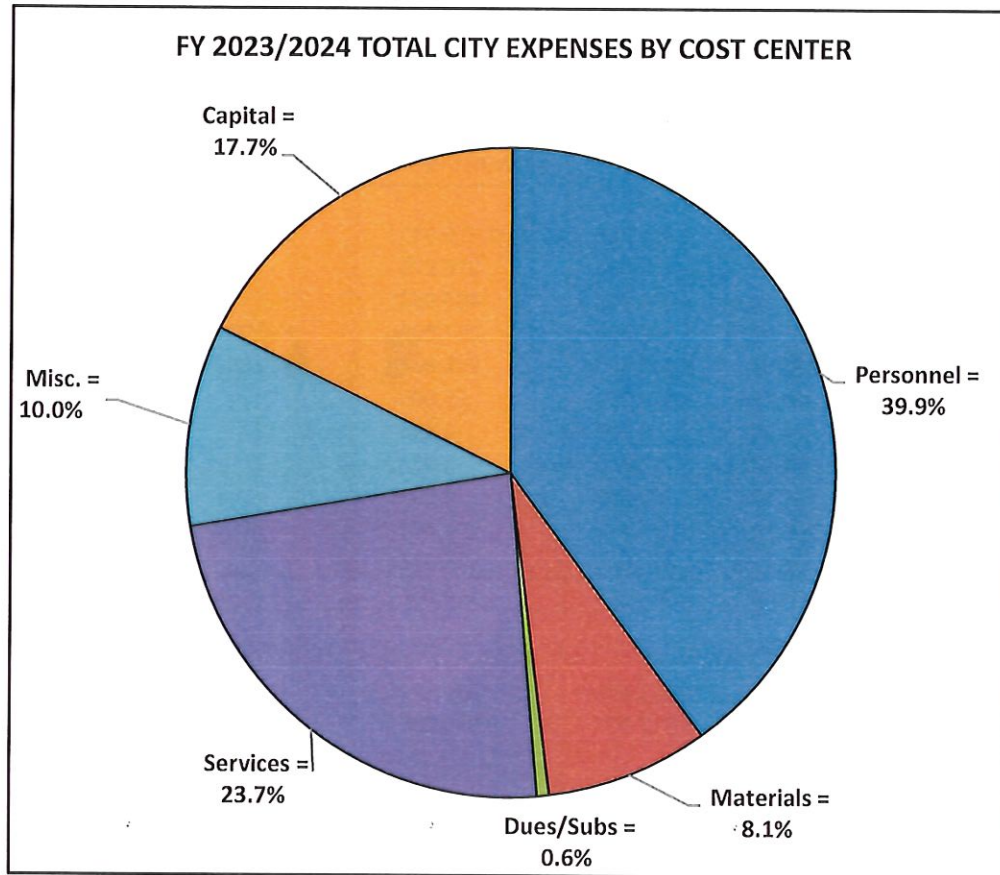


Stephen Palen, P.E.
City Manager

CITY OF WOOD RIVER
Summary of Budgeted Operations
For the Manager Recommended Budget
For the Fiscal Year Ended April 30, 2026

FUND	ESTIMATED FUND BALANCE 5/1/2025	ESTIMATED REVENUE	PROPOSED OPERATING EXPENDITURES	PROPOSED CAPITAL EXPENDITURES	TOTAL EXPENDITURES	ESTIMATED FUND BALANCE 4/30/2026
General	5,295,124	9,579,880	9,476,940	218,840	9,695,780	5,179,224
Motor Fuel Tax	1,043,099	470,000	919,279	-	919,279	593,820
TIF #3	476,018	429,000	465,650	-	465,650	439,368
Cap Improvements & Dev	1,430,863	1,548,000	657,000	190,000	847,000	2,131,863
Non-Home Rule Sales Tax	4,381,542	3,345,000	972,886	3,139,000	4,111,886	3,614,656
Riverbend Bus Dist #1	1,918,918	670,000	25,000	-	25,000	2,563,918
Westside Bus Dist	3,807	4,100	3,600	-	3,600	4,307
Riverbend Bus Dist #4	111,872	27,500	5,000		5,000	134,372
Riverbend Bus Dist #3	131,598	33,500	5,000		5,000	160,098
Recreation Center	206,217	517,663	438,591	70,000	508,591	215,289
Refuse	299,756	1,001,000	996,388	-	996,388	304,368
Subtotal	15,298,814	17,625,643	13,965,334	3,617,840	17,583,174	15,341,283
Water	284,458	2,508,445	2,234,321	331,000	2,565,321	227,582
Sewer	792,458	3,337,000	3,095,680	301,500	3,397,180	732,278
Sewer Operating - Cap						
Trust	1,451,008	24,000			-	1,475,008
Sewer Plant-Cap Trust	1,843,340	30,000			-	1,873,340
Golf Course	108,096	1,099,339	938,647	85,375	1,024,022	183,414
Subtotal	4,479,360	6,998,784	6,268,648	717,875	6,986,523	4,491,621
Gross Subtotal	19,778,174	24,624,427	20,233,982	4,335,715	24,569,697	19,832,904
Interfund Transfers		(73,663)	(73,663)	-	(73,663)	-
CITY GRAND TOTALS	19,778,174	24,550,764	20,160,319	4,335,715	24,496,034	19,832,904
TRUST FUNDS						
Retirement	99,061	107,000	200,000		200,000	6,061
Insurance	543,583	2,147,091	2,365,000		2,365,000	325,674
Wood River Public Library						
Library	458,183	511,348	517,420	337,335	854,755	114,776

FISCAL YEAR 2025-2026 BUDGET



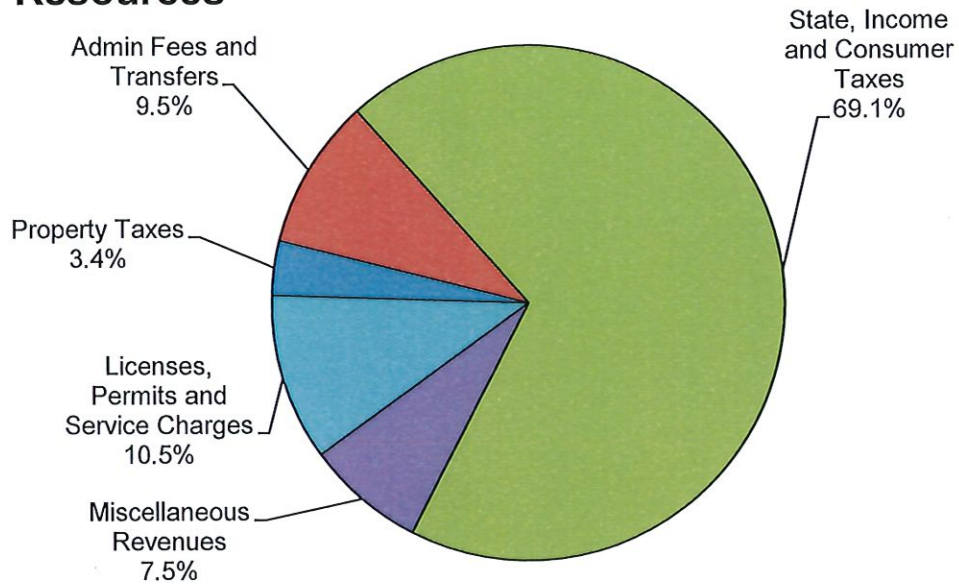
Personnel =	9,767,191	39.90%
Materials =	1,976,054	8.10%
Dues/Subs =	148,070	0.60%
Services =	5,794,077	23.70%
Misc. =	2,474,927	10.00%
Capital =	4,335,715	17.70%
Capital Projects =	-	0.00%
TOTAL CITY EXPENDITURES =	24,496,034	100.00%

GENERAL FUND

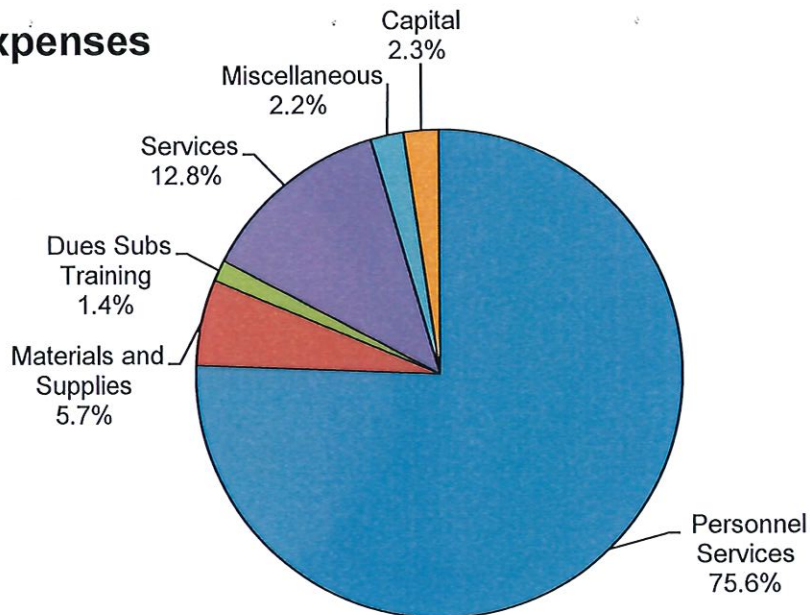
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**General Corporate Fund
Summary of Resources and Expenses
Fiscal Year 2025-2026**

Resources



Expenses



General Fund
Fund Summary
Fiscal Year 2025-2026
Fund 10

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				5,880,599	5,295,124		5,295,124
RESOURCES							
1 Property Taxes	320,474	318,181	317,650	321,400	321,400	-	321,400
2 Other Tax Revenues	6,593,855	6,825,583	6,793,645	6,741,250	6,632,050	-	6,632,050
3 Licenses	47,870	58,353	86,857	68,750	66,950	-	66,950
4 Permits	83,409	90,180	97,192	107,000	88,200	-	88,200
5 Service Charges	793,078	825,867	825,925	837,602	849,500	-	849,500
6 Misc Revenues	470,632	484,778	1,242,381	928,557	715,539	-	715,539
7 Admin Fees/Transfers	798,525	906,918	762,989	880,130	906,241	-	906,241
Annual Receipts	9,107,843	9,509,860	10,126,639	9,884,689	9,579,880	-	9,579,880
Total Available	6,317,866	9,509,860	10,126,639	15,765,288	14,875,004	-	14,875,004
EXPENSES							
Personnel Services	6,070,866	6,188,562	6,363,362	7,046,409	7,336,100	-	7,336,100
Materials and Supplies	410,067	494,785	499,345	508,367	550,181	-	550,181
Dues Subs Training	39,723	36,634	38,380	68,850	131,340	-	131,340
Services	894,818	980,402	1,300,868	1,214,123	1,242,229	-	1,242,229
Miscellaneous	198,073	154,999	109,812	202,240	217,090	-	217,090
Capital	189,543	479,044	701,217	1,430,175	437,965	-	218,840
Capital Projects	5,185	52,684	56,499	-	-	-	-
Annual Expenses	7,808,275	8,387,110	9,069,483	10,470,164	9,914,905	-	9,695,780
Estimated Ending Cash Balance				5,295,124	4,960,099		5,179,224
Annual Position	1,299,568	1,122,750	1,057,156	(585,475)	(335,025)		(115,900)

General Fund
Revenue Worksheet
Fiscal Year 2025-2026
Fund 10

	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Approved	FY 24/25 Projected	FY 25/26 Manager Recommended
PROPERTY TAXES							
207 Administration	-	-	-	-	-	-	-
208 Street Maintenance	64,231	65,150	63,666	62,899	66,000	66,000	66,000
210 Parks and Recreation	64,907	64,733	64,542	64,636	64,800	64,800	64,800
212 Police Services	64,907	64,733	64,542	64,636	64,800	64,800	64,800
213 Fire Services	64,907	64,733	64,542	64,636	64,800	64,800	64,800
216 Audit	26,718	26,044	25,991	25,918	26,000	26,000	26,000
217 Street Lighting	34,680	35,081	34,898	34,925	35,000	35,000	35,000
	320,350	320,474	318,181	317,650	321,400	321,400	321,400
OTHER MAJOR TAX SOURCES							
200 Cannabis Use Tax	8,711	16,571	16,475	16,238	16,000	16,550	17,350
201 Westside Bus Dist Tax	5,578	-	-	-	-	-	-
202 Sales Tax	3,396,923	3,853,444	3,691,561	3,812,647	3,650,000	3,830,000	3,830,000
203 Mobile Home Tax	1,329	1,581	1,397	1,467	1,200	1,200	1,200
204 Use Sales Tax	476,469	406,345	426,097	399,703	440,000	376,500	205,000
205 Half Road & Bridge	44,806	44,799	45,975	46,763	44,000	44,000	44,000
206 Auto Rental Tax	7	-	-	-	-	-	-
211 Video Gaming Tax	87,950	232,049	273,716	304,393	325,000	350,000	375,000
214 RB Bus Dist #3 Tax	16,592	-	-	-	-	-	-
247 RB Bus Dist #4 Tax	1,893	-	-	-	-	-	-
215 Hotel Tax	10,243	6,734	8,348	12,074	6,000	8,000	6,000
264 State Income Tax	1,221,690	1,522,173	1,690,757	1,713,109	1,780,000	1,808,000	1,865,000
265 Corporate Replacement Tax	189,787	472,485	614,371	443,863	450,000	287,000	268,500
267 Street Corp Replacement Tax	13,204	37,674	56,886	43,388	40,000	20,000	20,000
	5,475,182	6,593,855	6,825,583	6,793,645	6,752,200	6,741,250	6,632,050
SUBTOTAL TAX REVENUES	5,795,532	6,914,329	7,143,764	7,111,295	7,073,600	7,062,650	6,953,450
LICENSES & PERMITS							
Municipal Licenses							
221 Amusement	8,290	9,420	25,770	42,245	30,000	35,000	35,000
223 Refuse Haulers	-	-	1,203	600	450	450	450
224 Solicitors	675	325	-	1,000	-	1,800	-
227 Restaurant	2,600	2,153	1,650	1,950	2,000	2,000	2,000
228 Liquor	28,508	29,157	29,730	41,062	29,000	29,000	29,000
229 Hotel	1,927	6,815	-	-	500	500	500
	42,000	47,870	58,353	86,857	61,950	68,750	66,950

General Fund
Revenue Worksheet
Fiscal Year 2025-2026
Fund 10

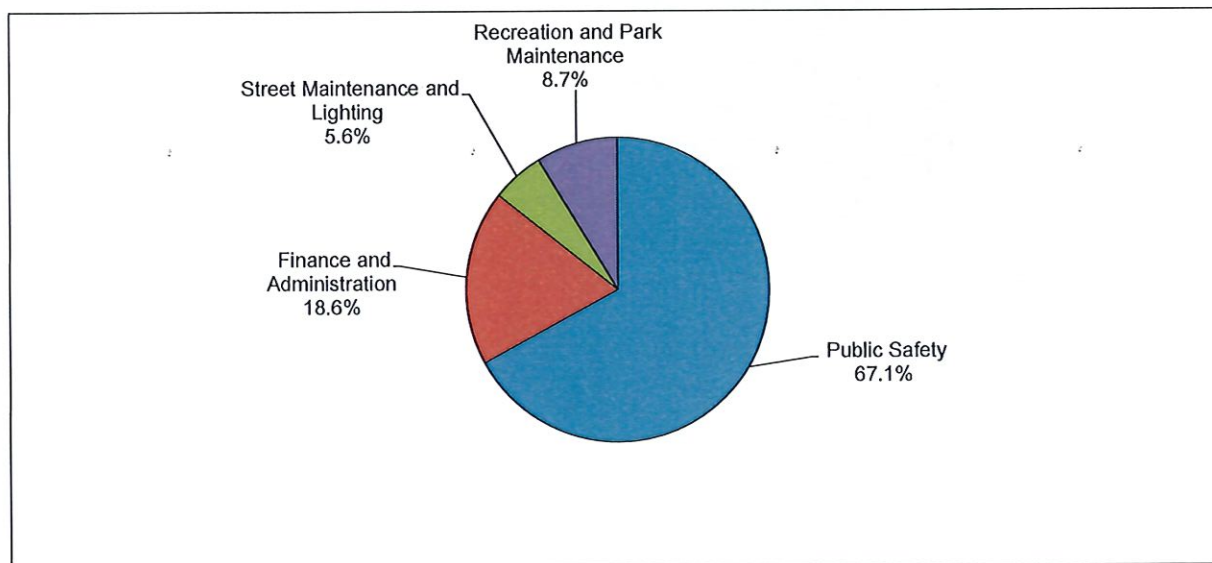
	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Approved	FY 24/25 Projected	FY 25/26 Manager Recommended
Municipal Permits							
239 Misc Licenses & Permits	7,805	8,132	8,821	6,010	4,500	4,500	4,500
241 Building	50,479	47,742	53,917	57,058	30,000	68,800	50,000
242 Electrical	215	-	-	(35)	-	-	-
244 Street Cut	(150)	-	(450)	(250)	-	-	-
245 Dog Licenses	-	-	-	-	-	-	-
251 Occupancy Permits	32,830	27,415	27,415	28,941	27,000	27,000	27,000
252 Business Registrations	816	120	477	5,468	6,700	6,700	6,700
	91,995	83,409	90,180	97,192	68,200	107,000	88,200
SUBTOTAL LICENSES & PERMITS	133,995	131,279	148,533	184,049	130,150	175,750	155,150
SERVICE CHARGES & FEES							
281 Animal Control	197	300	125	-	-	-	-
282 Zoning Hearings	1,000	2,550	500	-	-	2,600	-
285 Copy Charges	280	151	148	19	-	250	-
286 Photocopies - Police	1,845	2,405	2,505	3,390	1,500	1,700	1,500
288 Radio Dispatching	539,370	754,922	808,509	802,508	810,000	820,000	840,000
361 Building and Shelter Rentals	2,040	8,381	8,195	7,799	3,000	4,552	3,000
287 Mowing Services	13,276	24,369	5,885	12,209	5,000	8,500	5,000
	558,008	793,078	825,867	825,925	819,500	837,602	849,500
MISCELLANEOUS REVENUES							
218 State Grants	439,634	-	-	450,000	-	30,400	-
219 Federal Grants	-	1,184	-	-	-	-	7,158
246 Court Fines	22,787	39,540	42,374	41,023	35,000	24,000	24,000
248 IPRF Grant	15,883	-	-	-	-	-	-
249 Fire & Police Protection	9,532	10,398	10,488	11,002	11,540	11,540	12,100
250 Parking Fines	690	870	1,020	385	500	525	500
256 Madison County Rec Grant	-	15,000	-	15,000	15,000	-	-
257 Madison County Grants	-	-	-	-	-	-	-
263 Supervision Vehicle Fines	450	320	20	20	20	20	20
279 Misc InterGovt'l Revenue	5,165	2,665	-	13,675	330,000	221,687	93,376
300 Recreation Programs Rev	46,416	93,755	101,558	113,870	61,000	70,800	55,300
301 Restricted Police Funds Rev	14,708	26,635	17,593	17,356	60,000	1,000	60,000
365 Farmers Market	150	920	630	460	-	-	-
370 Row and Attachment Fees	5,910	-	1,093	-	1,150	1,150	1,150
379 Ameren Franchise Fees	108,655	108,655	108,655	108,655	108,655	108,655	108,655
380 Miscellaneous Revenue	17,764	45,066	14,451	156,099	1,500	87,000	51,500
381 Interest Earnings	5,553	(26,806)	60,159	199,561	125,000	250,000	180,000
382 MFT-Street Lights	25,000	-	-	-	-	-	-
383 T-Mobile Lease	19,800	21,450	19,800	20,886	21,780	21,780	21,780
384 Cable TV Franchise Fees	106,457	103,205	101,937	94,209	100,000	100,000	100,000
386 Charges Repair/Damage	-	-	-	180	-	-	-
387 MFT Rentals	-	-	-	-	-	-	-
388 Loan Proceeds	132,471	-	-	-	350,000	-	-
389 Sale of Assets	1,812	27,775	-	-	-	-	-
392 Donations	-	-	5,000	-	-	-	-
397 Transfer from Rec Fund	-	-	-	-	-	-	-
	978,837	470,632	484,778	1,242,381	1,221,145	928,557	715,539

General Fund
Revenue Worksheet
Fiscal Year 2025-2026
Fund 10

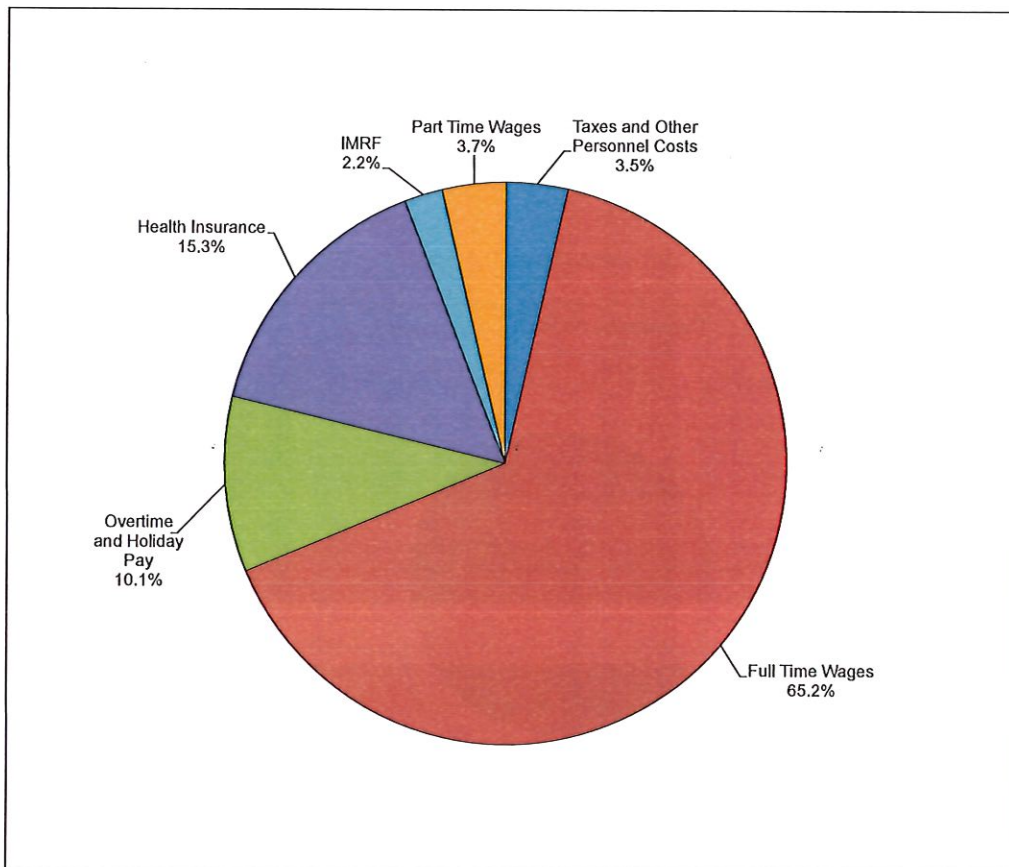
	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Approved	FY 24/25 Projected	FY 25/26 Manager Recommended
ADMIN FEES AND TRANSFERS							
Transfers							
363 Recreation Programs Reimb	10,509	10,509	22,442	18,870	-	-	-
396 Interfund Transfers	-	(14,056)	153,723	16,446	-	-	-
408 IMRF	75,000	75,000	100,000	150,000	250,000	250,000	200,000
409 Insurance	-	100,000	100,000	100,000	150,000	150,000	150,000
410 CID	-	-	-	-			
394 Administrative Fee Transfers							-
Fire Pension	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Golf	-	-	-		36,000	36,000	37,080
Library	6,400	6,720	7,060	7,410	8,200	8,200	12,838
Police Pension	1,500	-	3,000	1,500	1,500	1,500	1,500
Refuse	102,989	113,488	91,231	76,073	95,371	95,371	83,342
Sewer	143,899	165,281	134,500	90,518	95,371	95,371	83,342
Utility Billing	164,653	222,186	198,466	224,099	146,317	146,317	252,797
Water	141,619	117,397	94,496	76,073	95,371	95,371	83,342
	648,569	798,525	906,918	762,989	880,130	880,130	906,241
TOTAL GENERAL FUND REVENUES	8,114,941	9,107,843	9,509,860	10,126,639	10,124,525	9,884,689	9,579,880

GENERAL FUND
Expense Summary
Manager Recommended
Fiscal Year 2025-2026
Fund 10

Department	Personnel Services	Materials and Supplies	Dues Subs Training	Services	Miscellaneous	Capital	TOTAL	% OF TOTAL
Legislative	26,272	4,050	15,450	28,150	15,212	-	89,134	0.9%
Administration	424,877	7,900	14,725	20,200	1,269	-	468,971	4.8%
Finance	388,365	34,600	23,100	98,500	24,029	-	568,594	5.9%
Legal	-	-	-	212,000	331	-	212,331	2.2%
Building and Zoning	341,672	13,610	3,800	38,100	162	-	397,344	4.1%
Street Lighting	-	-	-	127,000	-	-	127,000	1.3%
City Hall Maintenance	-	3,650	-	56,800	3,215	-	63,665	0.7%
Street Maintenance	149,803	67,500	500	137,919	5,538	52,500	413,760	4.3%
Recreation	283,457	59,900	8,565	38,100	49,893	-	439,915	4.5%
Park Maintenance	337,870	51,000	150	20,510	1,699	-	411,229	4.2%
Police	2,563,275	177,200	24,200	273,400	32,853	10,000	3,080,928	31.8%
Police Communication	1,194,991	14,471	4,600	36,500	-	141,182	1,391,744	14.4%
Animal Control	27,587	5,800	-	2,700	91	-	36,178	0.4%
Fire	1,597,931	100,500	36,250	148,950	82,799	15,158	1,981,588	20.4%
Disaster Preparedness	-	10,000	-	3,400	-	-	13,400	0.1%
Department TOTALS	7,336,100	550,181	131,340	1,242,229	217,090	218,840	9,695,780	100.0%
Capital Improvements							0	
GENERAL FUND TOTAL							9,695,780	



General Fund Personnel Costs



City of Wood River
Personnel Services Summary
Manager Recommended
Fiscal Year 2025-2026

Department	Full Time Wages	Part Time Wages	Overtime	Holiday Pay	Longevity	FICA and Medicare	IMRF	U/E Insurance
Legislative	-	24,400	-	-	-	1,867	-	-
Administration	287,416	15,984	-	-	11,947	24,469	21,514	-
Finance	276,338	-	-	-	7,965	22,016	20,376	-
Animal Control	-	24,000	-	-	-	1,836	1,699	-
Building and Zoning	220,336	28,275	-	-	6,059	19,597	16,135	-
Street Maintenance	90,923	8,250	10,491	-	3,410	8,650	7,422	-
Recreation	200,142	4,000	-	-	5,504	16,324	14,825	-
Park Maintenance	142,025	122,575	-	-	-	20,242	14,191	-
Disaster Preparedness	-	-	-	-	-	-	-	-
Police	1,645,101	13,500	237,449	71,972	61,421	30,678	3,564	-
Fire	1,013,102	30,100	157,707	54,365	38,016	20,974	-	-
Communications	667,539	3,750	176,967	31,469	18,564	69,866	64,395	-
TOTALS	4,542,922	274,834	582,614	157,806	152,886	236,519	164,121	-

Percentage of TOTAL
General Fund Personnel
Services Cost

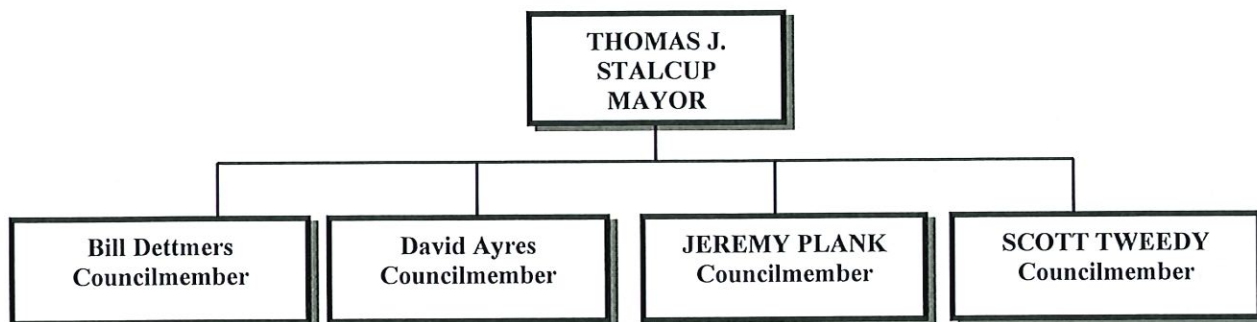
62.0%	3.7%	7.9%	2.2%	2.1%	3.2%	2.2%	0.0%
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Department	Workers Comp Insurance	Health Insurance	Misc Wages	Misc Personnel	Total
Legislative	5	-	-	-	26,272
Administration	60	58,987	4,500	-	424,877
Finance	54	58,116	3,500	-	388,365
Animal Control	52	-	-	-	27,587
Building and Zoning	762	49,008	1,500	-	341,672
Street Maintenance	1,574	19,083	-	-	149,803
Recreation	105	38,807	3,750	-	283,457
Park Maintenance	1,151	37,686	-	-	337,870
Disaster Preparedness	-	-	-	-	-
Police	7,028	464,062	28,500	-	2,563,275
Fire	11,534	247,704	24,429	-	1,597,931
Communications	170	147,271	15,000	-	1,194,991
TOTALS	22,495	1,120,724	81,179	-	7,336,100

Percentage of TOTAL
General Fund Personnel
Services Cost

0.3%	15.3%	1.1%	0.0%	100.0%
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**LEGISLATIVE
DEPARTMENT FY 2025/26**



Members of the Legislative Body:

Thomas J. Stalcup, Mayor	480 Summit	258-7237
Bill Dettmers, Councilmember	205 Illini	616-5185
David Ayres, Councilmember	167 Red Bud	363-6516
Jeremy Plank, Councilmember	749 Condit	931-2377
Scott Tweedy, Councilmember	17 Jackson Ln	407-5462

The Legislative Department of the City includes all functions and expenses relating to the Mayor and City Council, including many City-wide functions and organizational memberships. The Mayor and four Council members are elected at-large for four-year terms of office on a staggered basis. Elections are held every two years.

According to the Wood River City Code, "all powers of the City shall be vested in an elective Council....which shall enact local legislation, adopt an annual budget, determine policies and appoint the City Manager, who shall execute the laws and administer the government of the City". The Code also specifies that "the Mayor shall preside at all meetings of the Council and at all ceremonial occasions". The Mayor votes as one member of the City Council, and also serves as the Liquor Commissioner in accordance with appropriate State Law provisions.

The City Council meets in formal session the first and third Monday of each month. Additional special meetings and Council work sessions are also held each year.

A total of 12 different citizen boards or commissions are an important part of Wood River's government, ranging from a planning commission to various citizen groups, as listed below:

<u>COMMITTEE</u>	<u># of MEMBERS</u>	<u>MEETING DAY</u>	<u>LOCATION</u>
Board of Zoning Appeals	7	1st Thursday	City Hall
Planning Commission	13	3rd Thursday	City Hall
Traffic Commission	9	3rd Tuesday Bi-monthly	City Hall
Parks & Rec Advisory	10	2nd Thursday Bi-monthly	Roundhouse
Library Board	9	3rd Thursday	Library
Fire & Police Commission	3	1st Wednesday	City Hall
Storm Water Commission	5	2nd Tuesday Bi-monthly	City Hall
Appearance Board	9	1st Wednesday	Roundhouse
Police Pension Board	5	Quarterly	City Hall
Fire Pension Board	5	Quarterly	Fire Station
Vaughn Hill Cemetery Commission	5	1st Tuesday	W.R. Museum
Airport Authority	1		Regional Airport

Volunteers serving on the various boards are as follows:

TRAFFIC COMMISSION MEMBERS – Joe Freeman, Chairman		May 2025	
	<u>Term Expires</u>		<u>Term Expires</u>
Brad Whetzel	May 2025	Terri Yerkes	May 2025
OPEN	May 2027	Jonna Palmer	May 2026
Mark St. Peters	May 2026	Mona Cummins	May 2027
OPEN	May 2026	Keelan Gillian	May 2027
PLANNING COMMISSION – Jesse Daniels, Chairman		May 2025	
Bruce Flack	May 2027	Patrick Kelly	May 2027
OPEN	May 2028	Steve Erslon	May 2028
OPEN	May 2028	David Watts	May 2028
John Smith	May 2029	Ryan Smith	May 2029
Marilyn Maul	May 2025	Mary Cox	May 2025
Sandy Shaner	May 2026	Tommie Myers	May 2026
BOARD OF ZONING APPEALS – John Smith, Chairman		May 2029	
Sheila Angel	May 2028	Robert Lewis	May 2028
Bill Hinkle	May 2029	Doug Cook	May 2029
Shelly Fitzgerald	May 2025	Steve Scroggins	May 2026
FIRE AND POLICE COMMISSION – Adam Tassinari, Chairman		May 2029	
Steve Kochan	May 2025	Steve Alexander	May 2026

FIRE PENSION BOARD – Jason Gerner, President

	<u>Term Expires</u>		<u>Term Expires</u>
Nathan Childers		Brendan McKee	May 2025
Ralph Hall		Karen Weber	May 2027

POLICE PENSION BOARD – Tim Gegen, President

Evan Ford		William Webber	May 2026
William Wheeler		Karen Weber	May 2025

PARKS & RECREATION COMMISSION - Bob Kasten, Chairman

Mike Young	May 2027	Kate Watt	May 2027
Charlotte Anderson	May 2028	Brady Trask	May 2029
OPEN	May 2029	Steve Russell	May 2025
Angie Perry	May 2025	Jenny Johnson	May 2026
Bob Patterson	May 2026		

LIBRARY BOARD – Steve Scroggins, President

Sarah Miner	May 2025	Carolyn Angleton	May 2026
Mike Anderson	May 2026	Sonya Hagaman	May 2025
Maggie Dillinger	May 2026	Mary Ann Crawford	May 2027
Sue Smith	May 2027	Robin Karpan	May 2027

STORM WATER COMMISSION – Eugene Hartman, Chairman

Julie Carlisle	May 2025	Dave Landry	May 2026
Terry Perkins	May 2025	OPEN	May 2025
			May 2027

AIRPORT AUTHORITY – Robert LaMarsh - May 2027

W. R. APPEARANCE BOARD – Valerie Freeman, Chairman

Nancy Dona	May 2025	Vicki Schell Parsons	May 2027
Gail Crause	May 2025	OPEN	May 2025
OPEN	May 2026	Mary Roberts	May 2026
Jeni Timmins	May 2025	Dan Dona	May 2027
			May 2025

VAUGHN HILL CEMETERY COMMISSION

Gene Blasa	May 2026	Robert LaMarsh	May 2025
Gary Conrad	May 2025	Dianne Blasa	May 2026
Jan Sneed	May 2025		

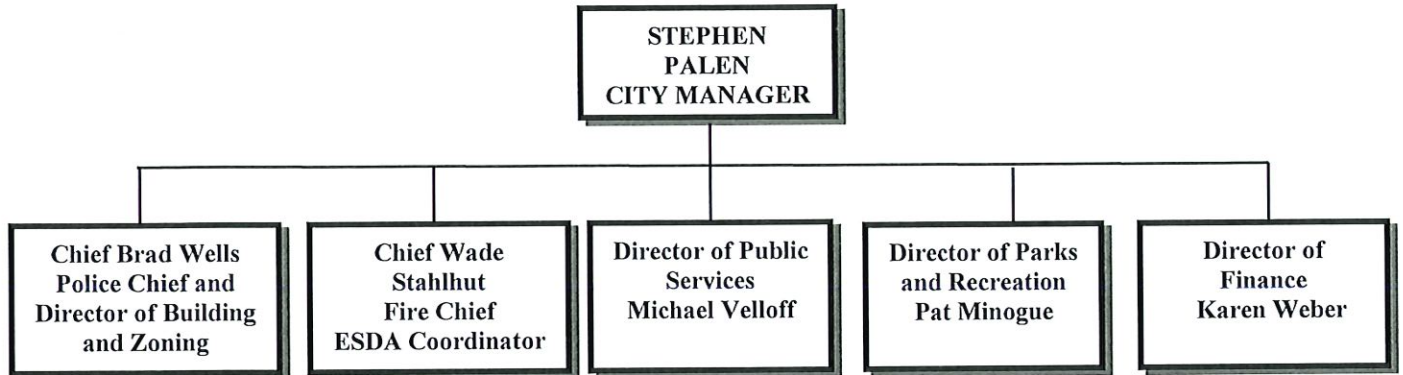
History
Legislative

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	25,482	25,470	25,008	26,273	25,306	26,272	-	26,272
Materials and Supplies	2,706	3,378	3,044	4,050	4,050	4,050	-	4,050
Dues Subscriptions Training	14,699	9,794	3,296	6,700	6,150	15,450	-	15,450
Services	19,294	20,771	22,231	26,650	25,550	28,150	-	28,150
Miscellaneous	3,368	3,100	3,131	15,231	15,131	15,212	-	15,212
Capital	-	-	-	-	-	-	-	-
Total Budget	65,549	62,513	56,710	78,904	76,187	89,134	-	89,134
Annualized Growth		-4.63%	-9.28%		34.34%	16.99%		16.99%
From 21/22 Base Year			-13.48%		16.23%	35.98%		35.98%

Legislative
Detail Summary
Fiscal Year 2025-2026
10-11

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400 Personnel						
429 Part Time Wages	23,225	24,400	23,500	24,400	-	24,400
463 FICA and Medicare	1,777	1,867	1,800	1,867	-	1,867
473 Workers Comp Insurance	6	6	6	5	-	5
Subtotal Personnel	25,008	26,273	25,306	26,272	-	26,272
500 Materials and Supplies						
511 Postage	2,000	2,000	2,000	2,000		2,000
519 Office Supplies	340	750	750	750		750
599 Miscellaneous Supplies	704	1,300	1,300	1,300		1,300
Subtotal Mtrls & Supplies	3,044	4,050	4,050	4,050	-	4,050
600 Dues Subscriptions Training						
619 Dues to Prof Organizations	1,887	2,000	1,400	2,000		2,000
639 Travel Expenses		1,200	-	8,300		8,300
649 Subscriptions	468	500	500	500		500
653 Economic Development	100	500	250	500		500
659 Meetings and Conferences	841	2,000	4,000	3,650		3,650
689 Council Expenses		500	-	500		500
Subtotal Dues Subs Training	3,296	6,700	6,150	15,450	-	15,450
700 Services						
741 Legal Advertising	6,520	6,500	6,500	6,500		6,500
744 Pipeline	5,696	6,000	6,600	7,000		7,000
749 Advertising	300	500	300	500		500
756 Appearance Board	1,527	2,500	2,500	2,500		2,500
786 Telephone	374	750	450	750		750
791 Management Services	5,200	7,000	6,200	7,000		7,000
792 Professional Services	1,507	1,500	1,800	2,000		2,000
796 IT Services	1,107	1,500	1,200	1,500		1,500
799 Miscellaneous Services	-	400	-	400		400
Subtotal Services	22,231	26,650	25,550	28,150	-	28,150
800 Miscellaneous						
829 General Insurance	381	381	381	362		362
851 Donations	2,750	2,750	2,750	2,750		2,750
885 Cemetery		2,500	2,500	2,500		2,500
886 Christmas Lights		8,000	8,000	8,000		8,000
887 Veterans Memorial		1,500	1,500	1,500		1,500
899 Miscellaneous		100	-	100		100
Subtotal Miscellaneous	3,131	15,231	15,131	15,212	-	15,212
Total Expenses	56,710	78,904	76,187	89,134	-	89,134
Capital Items	Submitted	Mgr. Rec.	-			

**ADMINISTRATIVE DEPARTMENT
FY 2025/26**



This Department provides the administrative function of the City. The City Manager is hired by the Wood River City Council and serves as the Chief Administrative Officer of the City. The City Manager is responsible for the day-to-day operations of City government. The Manager implements the policies established by the City Council; supervises and coordinates the work of the other city departments; answers citizens' complaints and concerns; and represents the City at various committees, boards, and other meetings. There are three persons employed in this division: The City Manager, City Clerk and HR Coordinator.

The City Clerk is the custodian of all official records and documents of the City. The City Clerk works with the Madison County Clerk in terms of voters and elections, issues various licenses and permits, prepares agendas, ordinances, updates the City Code, and refers citizen inquiries and problems to appropriate departments. The Clerk's Office provides support to the City Manager, City Council, Building & Zoning Department and other departments as needed.

The HR Coordinator handles all human resource related items, including payroll, health insurance, life insurance, and other employee benefits.

History
Administration

	FY 22/23 Actual	FY 23/24 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	552,182	282,944	301,174	436,844	428,266	424,877	-	424,877
Materials and Supplies	7,283	5,197	7,185	6,900	6,495	7,900	-	7,900
Dues Subs Training	638	2,134	1,235	1,400	5,450	14,725	-	14,725
Services	12,713	15,577	47,942	19,200	15,100	20,200	-	20,200
Miscellaneous	2,454	1,885	1,020	1,320	1,020	1,269	-	1,269
Capital	2,331	-	-	-	-	-	-	-
Total Budget	577,601	307,737	358,556	465,664	456,331	468,971	-	468,971
Annualized Growth		-46.72%	16.51%		27.27%	2.77%		2.77%
From 21/22 Base Year			-37.92%		-21.00%	-18.81%		-18.81%

Administration
Detail Summary
Fiscal Year 2025-2026
10-12

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400 Personnel						
419 Full Time Wages	199,829	279,044	300,000	287,416		287,416
429 Part Time Wages	4,911	15,984	6,500	15,984		15,984
439 Overtime	-	-	-	-		-
451 Longevity	-	9,900	-	11,947		11,947
463 FICA and Medicare	16,230	23,671	23,671	24,469		24,469
469 IMRF	27,465	47,200	37,000	21,514		21,514
473 Workers Comp Insurance	74	80	80	60		60
474 Health Insurance	52,616	56,465	56,465	58,987		58,987
489 Miscellaneous Wages		4,500	4,500	4,500		4,500
498 Employee Medical Expense	49	-	50	-		-
Subtotal Personnel	301,174	436,844	428,266	424,877	-	424,877
500 Materials and Supplies						
511 Postage	2,000	2,000	2,000	2,000		2,000
514 Data Processing Supplies	929	1,000	1,000	1,000		1,000
515 Books	-	-	-	-		-
519 Office Supplies	2,348	1,400	1,400	2,400		2,400
521 Gasoline	1,618	2,200	1,800	2,200		2,200
529 Vehicle Supplies	-	-	130	-		-
599 Miscellaneous Supplies	290	300	165	300		300
Subtotal Mtrl & Supplies	7,185	6,900	6,495	7,900	-	7,900
600 Dues Subscriptions Training						
619 Dues to Prof Organizations	709	600	450	600		600
639 Travel Expenses	405	300	300	1,750		1,750
659 Meetings and Conferences	121	500	1,000	1,375		1,375
668 Employee Develop/Recog	-	-	-	-		-
679 School Tuition	-	-	3,700	11,000		11,000
Subtotal Dues Subs Training	1,235	1,400	5,450	14,725	-	14,725
700 Services						
719 Vehicle & Equipment Maint	1,364	900	1,400	1,500		1,500
742 Printing	-	100	700	500		500
751 Office Equipment Maint	3,280	3,200	2,900	3,200		3,200
786 Telephone	1,598	2,000	1,400	2,000		2,000
792 Professional Services	37,296	8,000	4,000	8,000		8,000
796 IT Services	4,404	5,000	4,700	5,000		5,000
Subtotal Services	47,942	19,200	15,100	20,200	-	20,200
800 Miscellaneous						
829 General Insurance	1,020	1,020	1,020	969		969
863 Debt Service	-	-	-	-		-
888 Business District Tax Pymt's	-	-	-	-		-
899 Miscellaneous		300	-	300		300
Subtotal Miscellaneous	1,020	1,320	1,020	1,269	-	1,269
900 Capital						
929 Vehicle	-	-	-	-		-
933 Office Equipment	-	-	-	-		-
935 Data Processing Equipment	-	-	-	-		-
999 Contingency	-	-	-	-		-
Subtotal Capital	-	-	-	-	-	-
Total Expenses	358,556	465,664	456,331	468,971	-	468,971
Capital Items		Submitted	Mgr Rec.	-		

FINANCE DEPARTMENT
FY 2025/26

Mission: To effectively manage resources for the welfare of the City while providing courteous and professional services to the citizens, employees and vendors within an environment that ensures the highest standard of excellence in financial accountability.

Purpose: To manage the City's finances in a prudent manner according to established guidelines as set forth by generally accepted accounting principles, State and Federal law, and operation policies adopted by the City Council.

History
Finance

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	417,600	350,221	368,639	382,825	367,215	388,365	-	388,365
Materials and Supplies	27,477	26,870	30,055	31,600	30,500	34,600	-	34,600
Dues Subs Training	1,541	2,315	6,375	16,950	12,575	23,100	-	23,100
Services	58,761	82,096	85,456	91,590	93,175	98,500	-	98,500
Miscellaneous	36,226	15,371	16,985	15,686	22,616	24,029	-	24,029
Capital	-	-	-	-	-	-	-	-
Total Budget	541,605	476,873	507,510	538,651	526,081	568,594	-	568,594
Annualized Growth		-11.95%	6.42%		3.66%	8.08%		8.08%
From 21/22 Base Year			-6.30%		-2.87%	4.98%		4.98%

Finance
Detail Summary
Fiscal Year 2025-2026
10-13

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	267,867	266,190	263,000	276,338		276,338
439	Overtime		-	-	-		-
451	Longevity		6,929	-	7,965		7,965
463	FICA and Medicare	20,279	21,123	20,000	22,016		22,016
469	IMRF	36,271	37,939	36,500	20,376		20,376
473	Workers Comp Insurance	71	72	72	54		54
474	Health Insurance	44,102	47,572	47,572	58,116		58,116
489	Miscellaneous Wages		3,000	-	3,500		3,500
498	Employee Medical Expense	49		50			-
499	Misc Personnel Expense	-	-	21			-
	Subtotal Personnel	368,639	382,825	367,215	388,365	-	388,365
500	Materials and Supplies						
511	Postage	25,839	27,000	27,000	28,000		28,000
514	Data Processing Supplies	1,160	2,000	1,000	1,000		1,000
519	Office Supplies	2,759	2,500	2,500	5,500		5,500
599	Miscellaneous Supplies	297	100	-	100		100
	Subtotal Mtrls & Supplies	30,055	31,600	30,500	34,600	-	34,600
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	655	500	600	600		600
639	Travel Expenses		1,000	975	1,500		1,500
659	Meetings and Conferences	735	1,250	900	2,000		2,000
669	Other Training Expenses	250	1,000	100	7,000		7,000
679	School Tuition	4,735	13,200	10,000	12,000		12,000
	Subtotal Dues Subs Training	6,375	16,950	12,575	23,100	-	23,100
700	Services						
724	Audit	30,000	31,000	31,000	32,000		32,000
729	Computer Programming	20,760	24,000	24,000	25,000		25,000
742	Printing	9,049	12,000	12,000	12,000		12,000
751	Office Equipment Maint	165	200	175	200		200
786	Telephone	1,983	3,000	2,000	2,300		2,300
792	Professional Services	10,669	8,000	10,000	10,000		10,000
796	IT Services	12,830	13,390	14,000	17,000		17,000
	Subtotal Services	85,456	91,590	93,175	98,500	-	98,500

Finance
Detail Summary
Fiscal Year 2025-2026
10-13

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
800	Miscellaneous						
829	General Insurance	2,136	2,136	2,136	2,029		2,029
863	Lease - Postage Meter	2,020	2,000	1,980	2,000		2,000
899	Misc - Annual Support	12,829	11,550	18,500	20,000		20,000
	Subtotal Miscellaneous	16,985	15,686	22,616	24,029	-	24,029
900	Capital						
935	Data Processing Equip						-
939	Equipment						-
	Subtotal Capital	-	-	-	-	-	-
	Total Expenses	507,510	538,651	526,081	568,594	-	568,594
	Capital Items	Submitted	Mgr. Rec.	-			

LEGAL
FY 2025/26

This activity provides all necessary legal assistance to the City of Wood River. A City Attorney is contracted on retainer and attends all formal meetings of the City Council; advises and counsels the City Manager, staff, and the Mayor and Council; and performs legal services, as required.

The City has an agreement with Lewis Brisbois Bisgaard & Smith LLP to serve as the City's Attorney.

The City Attorney also serves as the Prosecuting Attorney to represent the City in all violations of municipal ordinances initiated by the Wood River Police Department, and assists in other police legal matters, as required.

The City has an agreement with Bassett & Gabriel Law Office, P.C. to serve as the City's Prosecuting Attorney.

History
Legal

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Services	87,689	77,879	343,771	252,000	191,400	212,000	-	212,000
Miscellaneous	773	545	348	348	348	331	-	331
Total Budget	88,462	78,424	344,119	252,348	191,748	212,331	-	212,331
Annualized Growth		-11.35%	338.79%		-44.28%	10.73%		10.73%
From 21/22 Base Year			289.00%		116.76%	140.02%		140.02%

Legal
Detail Summary
Fiscal Year 2025-2026
10-15

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
721	Legal	329,271	240,000	180,000	200,000		200,000
792	Legal Retainers	14,500	12,000	11,400	12,000		12,000
	Subtotal Services	343,771	252,000	191,400	212,000	-	212,000
800	Miscellaneous						
829	General Insurance	348	348	348	331		331
	Subtotal Miscellaneous	348	348	348	331	-	331
	Total Expenses	344,119	252,348	191,748	212,331	-	212,331

**BUILDING & ZONING
DEPARTMENT FY 2025/26**

This department intends to guide development in accordance with existing and future needs and protect, promote and improve the public health, safety, morals, convenience, order, appearance, prosperity, and the general welfare of the citizens of Wood River.

History
Building and Zoning

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	164,126	329,206	304,951	340,390	334,788	341,672	-	341,672
Materials and Supplies	9,614	15,503	10,559	13,410	14,060	13,610	-	13,610
Dues Subs Training	2,414	2,453	259	3,800	3,800	3,800	-	3,800
Services	25,246	36,051	15,623	36,100	41,600	38,100	-	38,100
Miscellaneous	664	495	171	171	171	162	-	162
Capital	-	-	-	15,000	5,800	-	-	-
Total Budget	202,064	383,708	331,563	408,871	400,219	397,344	-	397,344
Annualized Growth		89.89%	-13.59%		20.71%	-0.72%		-0.72%
From 21/22 Base Year			64.09%		98.07%	96.64%		96.64%

Building and Zoning
Detail Summary
Fiscal Year 2025-2026
10-16

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	206,597	213,919	220,000	220,336		220,336
429	Part-time Wages	14,657	28,275	28,275	28,275	-	28,275
439	Overtime	98	-	-	-		-
451	Longevity	-	5,883	-	6,059		6,059
463	FICA and Medicare	16,806	19,093	19,200	19,597	-	19,597
469	IMRF	27,987	30,407	26,000	16,135	-	16,135
473	Workers Comp Insurance	965	1,035	1,035	762	-	762
474	Health Insurance	37,841	40,278	40,278	49,008	-	49,008
489	Miscellaneous Wages	-	1,500	-	1,500	-	1,500
498	Employee Medical Expense	-	-			-	-
	Subtotal Personnel	304,951	340,390	334,788	341,672	-	341,672
500	Materials and Supplies						
511	Postage	1,800	1,800	1,800	1,800		1,800
513	Photo Supplies	159	160	160	160		160
514	Data Processing Supplies	1,658	1,250	1,250	1,250		1,250
515	Books	-	1,000	1,000	1,000		1,000
519	Office Supplies	258	700	700	700		700
521	Gasoline	5,439	6,000	6,000	6,000		6,000
529	Vehicle Supplies	135	250	900	250		250
589	Minor Tools and Equipment	209	500	500	700		700
594	Uniforms	233	1,250	1,250	1,250		1,250
599	Miscellaneous Supplies	668	500	500	500		500
	Subtotal Mtrls & Supplies	10,559	13,410	14,060	13,610	-	13,610
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	15	400	400	400		400
639	Travel Expenses	-	500	500	500		500
649	Subscriptions	-	100	100	100		100
659	Meetings and Conferences	204	300	300	300		300
669	Other Training Expenses	-	500	500	500		500
679	School Tuition	40	2,000	2,000	2,000		2,000
	Subtotal Dues Subs Training	259	3,800	3,800	3,800	-	3,800

Building and Zoning
Detail Summary
Fiscal Year 2025-2026
10-16

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700 Services						
719 Vehicle & Equipment Maint	1,294	3,000	8,500	5,000		5,000
729 Computer Programming	2,582	2,700	2,700	2,700		2,700
741 Legal Advertising	-	900	900	900		900
742 Printing	1,565	2,000	2,000	2,000		2,000
746 Mowing Services	-	100	100	100		100
756 Planning Commission	-	-	-	-		-
757 Zoning Appeals Board	-	-	-	-		-
786 Telephone	799	1,800	1,800	1,800		1,800
792 Professional Services	7,004	23,000	23,000	23,000		23,000
796 IT Services	2,379	2,500	2,500	2,500		2,500
799 Miscellaneous Services	-	100	100	100		100
Subtotal Services	15,623	36,100	41,600	38,100	-	38,100
800 Miscellaneous						
829 General Insurance	171	171	171	162		162
863 Debt Service	-	-	-	-		-
Subtotal Miscellaneous	171	171	171	162	-	162
900 Capital						
929 Vehicles	-	15,000	5,800	-		-
935 Data Processing Equipment	-	-	-	-		-
Subtotal Capital	-	15,000	5,800	-	-	-
Total Expenses	331,563	408,871	400,219	397,344	-	397,344
Capital Items		Submitted	Mgr Rec.	-		

**CITY HALL
MAINTENANCE FY 2025/26**

Completed renovations of the City Hall building in fiscal year 2013/14.
City Hall was originally constructed in 1975.

History
City Hall Maintenance

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Materials and Supplies	2,701	1,818	2,565	3,850	2,100	3,650	-	3,650
Services	39,733	44,920	41,956	54,500	51,155	56,800	-	56,800
Miscellaneous	7,851	5,370	3,384	3,384	3,384	3,215	-	3,215
Capital	-	-	-	-	6,773	-	-	-
Total Budget	50,285	52,108	47,905	61,734	63,412	63,665	-	63,665
Annualized Growth		3.63%	-8.07%		32.37%	0.40%		0.40%
From 21/22 Base Year			-4.73%		26.11%	26.61%		26.61%

City Hall Maintenance
Detail Summary
Fiscal Year 2025-2026
10-19

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
500 Material/Supplies						
532 Electrical Supplies		400	-	-		-
541 Janitorial Supplies	1,387	2,000	1,000	2,000		2,000
549 Building Maint Supplies	564	700	150	700		700
552 Medical Supplies	222	300	800	500		500
599 Miscellaneous Supplies	392	450	150	450		450
Subtotal Mtrls & Supplies	2,565	3,850	2,100	3,650	-	3,650
700 Services						
752 Contract Building Maint	17,321	17,000	10,000	17,000		17,000
759 Equipment Maintenance	-	-	20			
781 Water and Sewer	630	1,000	635	800		800
783 Electric and Gas	16,185	18,000	16,000	18,000		18,000
786 Telephone	4,913	6,000	4,500	6,000		6,000
792 Professional Services	2,907	12,500	20,000	15,000		15,000
Subtotal Services	41,956	54,500	51,155	56,800	-	56,800
800 Miscellaneous						
829 General Insurance	3,384	3,384	3,384	3,215		3,215
Subtotal Miscellaneous	3,384	3,384	3,384	3,215	-	3,215
900 Capital						
916 Major Improvements	-	-	6,773			-
Subtotal Capital	-	-	6,773	-	-	-
Total Expenses	47,905	61,734	63,412	63,665	-	63,665
Capital	Submitted	Mgr. Rec.	-			

STREET MAINTENANCE
FY 2025/26

To provide adequate transportation components that will promote and provide safe, cost effective and comfortable travel throughout the City.

History
Street Maintenance

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	139,444	137,597	147,428	149,775	154,996	149,803	-	149,803
Materials and Supplies	51,252	62,448	84,731	54,900	58,510	67,500	-	67,500
Dues Subs Training	-	125	-	500	200	500	-	500
Services	146,083	118,752	178,718	127,435	121,027	137,919	-	137,919
Miscellaneous	15,472	9,615	5,829	5,829	5,829	5,538	-	5,538
Capital	-	64,500	59,475	85,000	104,478	52,500	-	52,500
Total Budget	352,251	393,037	476,181	423,439	445,040	413,760	-	413,760
Annualized Growth		11.58%	21.15%		-6.54%	-7.03%		-7.03%
From 21/22 Base Year			35.18%		26.34%	17.46%		17.46%

Street Maintenance
Detail Summary
Fiscal Year 2025-2026
10-21

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	88,053	88,275	88,275	90,923		90,923
421	Seasonal Wages	8,875	-	-	-		-
429	Part Time Wages	-	7,950	7,950	8,250		8,250
439	Overtime	8,780	10,186	15,000	10,491		10,491
451	Longevity	3,056	3,310	3,310	3,410		3,410
463	FICA and Medicare	8,225	8,393	8,800	8,650		8,650
469	IMRF	13,547	13,983	13,983	7,422		7,422
473	Workers Comp Insurance	1,908	2,138	2,138	1,574		1,574
474	Health Insurance	14,843	15,540	15,540	19,083		19,083
498	Employee Medical Expense	141	-	-	-		-
	Subtotal Personnel	147,428	149,775	154,996	149,803	-	149,803
500	Material and Supplies						
521	Gasoline	28,116	22,200	25,000	25,000		25,000
523	Lubricants	1,538	1,600	2,500	2,500		2,500
529	Vehicle and Repair Parts	24,907	15,000	22,000	22,000		22,000
538	Concrete/Sidewalks	17,912	8,500	500	8,500		8,500
542	Paint	267	600	310	600		600
544	Maintenance & Shop Supplies	2,235	1,800	1,200	1,800		1,800
589	Minor Tools & Equipment	5,835	2,000	2,900	3,000		3,000
594	Uniforms	2,070	2,000	2,000	2,000		2,000
599	Miscellaneous Supplies	1,851	1,200	2,100	2,100		2,100
	Subtotal Materials & Supplies	84,731	54,900	58,510	67,500	-	67,500
600	Dues Subscriptions Training						
639	Travel Expenses	-	100		100		100
659	Meetings and Conferences	-	200		200		200
669	Other Training Expenses	-	200	200	200		200
	Subtotal Dues Subs Training	-	500	200	500	-	500

Street Maintenance
Detail Summary
Fiscal Year 2025-2026
10-21

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700 Services						
719 Vehicle & Equipment Maint	54,411	20,000	37,000	37,000		37,000
769 Rentals	-	2,000	-	2,000		2,000
783 Electric and Gas	22,436	20,000	26,860	27,000		27,000
786 Telephone	2,933	3,500	3,500	3,500		3,500
791 Material Hauling	29,020	27,000	-	10,000		10,000
795 Tree and Stump Removal	3,200	5,000	4,300	5,000		5,000
796 IT Services	843	800	737	1,800		1,800
797 Public Works Admin	61,516	47,635	47,635	50,119		50,119
799 Miscellaneous Services	4,359	1,500	995	1,500		1,500
Subtotal Services	178,718	127,435	121,027	137,919	-	137,919
800 Miscellaneous						
829 General Insurance	5,829	5,829	5,829	5,538		5,538
862 Interest	-					-
869 Principal	-					-
Subtotal Miscellaneous	5,829	5,829	5,829	5,538	-	5,538
900 Capital						
913 Buildings	-			50,000		50,000
916 Major Improvements	59,475	40,000	42,758	-		
929 Vehicles	-	45,000	61,720	2,500		2,500
Subtotal Capital	59,475	85,000	104,478	52,500	-	52,500
Total Expenses	476,181	423,439	445,040	413,760	-	413,760
Capital Items		Submitted	Mgr Rec.	-		
913 New Flat Roof		50,000	50,000			
929 Bobcat Attachment- Stump Grinder		2,500	2,500			

History
Street Lighting

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Services	117,385	114,665	121,902	127,000	114,000	127,000	-	127,000
Total Budget	117,385	114,665	121,902	127,000	114,000	127,000	-	127,000
Annualized Growth		-2.32%	6.31%		-6.48%	11.40%		11.40%
From 21/22 Base Year			3.85%		-2.88%	8.19%		8.19%

Street Lighting
Detail Summary
Fiscal Year 2025-2026
10-17

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
759	Equipment Maintenance	11,604	12,000	3,000	10,000		10,000
788	Street Lighting	98,632	105,000	100,000	105,000		105,000
789	Traffic Lights	11,666	10,000	11,000	12,000		12,000
	Subtotal Services	121,902	127,000	114,000	127,000	-	127,000
	Total Expenses	121,902	127,000	114,000	127,000	-	127,000

PARKS & RECREATION
FY 2025/26

It is the goal of the Parks & Recreation Department to provide wholesome recreation for the entire range of citizens within the City and the surrounding communities. It is our goal to develop and to maintain park and recreation resources to provide leadership for quality use of leisure time. We strive to provide recreation programs at the lowest possible cost, in a self-supporting manner, without any unnecessary burden to our tax paying citizens.

The City has been providing these services to our community for many decades and continues to improve upon that which we have accomplished in the past. The Recreation Department has always strived to meet the leisure activity needs of the community and will continue to do so in the future.

History
Recreation

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	365,612	314,219	372,119	284,575	334,819	283,457	-	283,457
Materials and Supplies	70,718	135,529	125,509	84,475	77,140	59,900	-	59,900
Dues Subs Training	475	125	1,011	14,525	12,025	8,565	-	8,565
Services	52,204	55,706	61,592	26,100	53,028	38,100	-	38,100
Miscellaneous	9,478	4,670	2,430	26,100	55,014	49,893	-	49,893
Capital	-	201,154	334,833	247,042	271,000	-	-	-
Total Budget	498,487	711,403	897,494	682,817	803,026	439,915	-	439,915
Annualized Growth		42.71%	26.16%		-10.53%	-45.22%		-45.22%
From 21/22 Base Year			80.04%		61.09%	-11.75%		-11.75%

Recreation
Detail Summary
Fiscal Year 2025-2026
10-24

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	242,408	192,627	244,130	200,142		200,142
421	Seasonal Wages	15,586	-	3,833	-		-
429	Part Time Wages	-	-	318	4,000		4,000
439	Overtime	-	-	-	-		-
451	Longevity	-	4,335	-	5,504		5,504
463	FICA and Medicare	19,601	15,316	19,000	16,324		16,324
469	IMRF	33,793	27,509	22,750	14,825		14,825
472	Unemployment Insurance	7,800	-	-	-		-
473	Workers Comp Insurance	168	137	137	105		105
474	Health Insurance	52,616	41,401	41,401	38,807		38,807
489	Miscellaneous Wages	-	3,250	3,250	3,750		3,750
498	Employee Medical Expense	147	-	-	-		-
	Subtotal Personnel	372,119	284,575	334,819	283,457	-	283,457
500	Materials and Supplies						
300	Recreation Programs	-	-	-	-		-
300	Basketball	-	-	-	-		-
301	Performing Arts	17,001	-	-	-		-
303	Special Events	1,476	-	1,800	1,800		1,800
304	Concessions	9,191	5,000	5,500	5,500		5,500
305	Belk Park Shelters	10,677	1,000	5,500	3,000		3,000
306	Day Camp	-	-	-	-		-
307	Soccer	10,053	12,000	8,500	12,000		12,000
308	Softball	22,782	26,000	21,500	23,000		23,000
309	Youth League	12,971	17,000	9,000	10,000		10,000
310	Emerick Memorial	-	-	-	-		-
311	Tennis/Cheerleading	-	-	-	-		-
313	Volleyball	1,300	-	-	-		-
316	Equipment	25,695	-	19,000	-		-
511	Postage	1,000	-	-	-		-
519	Office Supplies	866	-	-	-		-
521	Gasoline	2,605	2,600	4,000	2,600		2,600
529	Vehicle Supplies	345	500	500	500		500
541	Janitorial Supplies	2,222	-	-	-		-
549	Building Maint Supplies	2,873	2,000	500	1,000		1,000
565	Recreation Supplies	3,794	-	300	-		-
571	Business After Hours	-	-	-	-		-
573	Sales Tax	-	-	50	-		-
582	Credit Card Charges	220	-	460	-		-
589	Minor Tools & Equipment	214	250	250	250		250
594	Uniforms	224	125	260	250		250
597	Grants	-	18,000	-	-		-
598	Cash Over/Short	-	-	20	-		-
599	Miscellaneous Supplies	-	-	-	-		-
	Subtotal Mtrls & Supplies	125,509	84,475	77,140	59,900	-	59,900
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	1,011	325	325	325		325
639	Travel Expenses	-	1,000	1,500	1,000		1,000
659	Meetings and Conferences	-	1,200	1,200	1,200		1,200
679	School Tuition	-	12,000	9,000	6,040		6,040
	Subtotal Dues Subs Training	1,011	14,525	12,025	8,565	-	8,565

Recreation
Detail Summary
Fiscal Year 2025-2026
10-24

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maintenance	(133)	1,200	1,200	1,200		1,200
742	Printing	253	600	600	600		600
749	Advertising	436	-	266	-		-
751	Office Equipment Maintenance	-	-	-	-		-
752	Contract Building Maintenance	9,847	2,500	2,500	2,500		2,500
781	Water and Sewer	962	800	1,850	800		800
783	Electric and Gas	24,058	17,000	29,000	29,000		29,000
786	Telephone	3,327	-	1,600	-		-
792	Professional Services	16,830	4,000	10,000	4,000		4,000
796	IT Services	6,012	-	6,012	-		-
799	Miscellaneous Services	-	-	-	-		-
	Subtotal Services	61,592	26,100	53,028	38,100	-	38,100
800	Miscellaneous						
819	Transfer to Recreation Center	-	26,100	55,014	48,663		48,663
829	General Insurance	2,430	-	-	1,230		1,230
863	Lease Purchase	-	-	-	-		-
	Subtotal Miscellaneous	2,430	26,100	55,014	49,893	-	49,893
900	Capital						
916	Major Improvements	319,957	247,042	271,000	-		-
939	Equipment	14,876	-	-	-		-
	Subtotal Capital	334,833	247,042	271,000	-	-	-
	Total Expenses	897,494	682,817	803,026	439,915	-	439,915
	Capital Items		Submitted	Mgr. Rec.	-		

PARK MAINTENANCE
FY 2025/26

The Park Maintenance Department's mission is to keep all City parks and ball fields in the best possible condition. In addition, they mow and trim at City Hall, the Fire Station and downtown parking lots. Mosquito fogging is done as needed and mechanic work is performed on City vehicles and equipment needed to provide these services.

History
Park Maintenance

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	118,256	205,270	270,638	269,481	270,307	337,870	-	337,870
Materials and Supplies	49,308	57,169	45,820	50,550	51,316	51,000	-	51,000
Dues Subs Training	-	-	28	150	150	150	-	150
Services	22,416	26,347	19,421	20,000	20,688	20,510	-	20,510
Miscellaneous	3,187	2,820	1,788	1,788	1,788	1,699	-	1,699
Capital	98,784	122,069	17,526	-	-	27,000	-	-
Total Budget	291,951	413,675	355,221	341,969	344,249	438,229	-	411,229
Annualized Growth		41.69%	-14.13%		-3.09%	27.30%		19.46%
From 21/22 Base Year			21.67%		17.91%	50.10%		40.86%

Park Maintenance
Detail Summary
Fiscal Year 2025-2026
10-25

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	101,853	75,733	75,733	142,025	-	142,025
421	Seasonal Wages	83,587	94,250	94,250	-	-	-
429	Part Time Wages	29,327	48,450	48,450	122,575	-	122,575
439	Overtime	3,944	-	1,500	-	-	-
451	Longevity	-	-	-	-	-	-
463	FICA and Medicare	16,660	16,711	17,000	20,242	-	20,242
469	IMRF	19,409	17,063	13,000	14,191	-	14,191
472	Unemployment Insurance	-	-	-	-	-	-
473	Workers Comp Insurance	1,602	1,734	1,734	1,151	-	1,151
474	Health Insurance	14,156	15,540	15,540	37,686	-	37,686
489	Misc Wages	-	-	3,100	-	-	-
498	Employee Medical Expenses	100	-	-	-	-	-
	Subtotal Personnel	270,638	269,481	270,307	337,870	-	337,870
500	Materials and Supplies						
519	Office Supplies	17	-	16	-	-	-
521	Gasoline	14,342	15,000	15,000	15,000	-	15,000
529	Vehicle & Equip Supplies	7,451	10,000	10,000	10,000	-	10,000
539	Other Construction	1,170	500	500	500	-	500
541	Janitorial Supplies	442	400	400	400	-	400
549	Building Maint Supplies	4,347	3,000	3,000	3,000	-	3,000
560	Mulch	4,310	3,800	3,800	3,800	-	3,800
561	Insecticide	8,265	9,000	9,000	9,000	-	9,000
562	Fertilizer	247	1,800	1,800	1,800	-	1,800
563	Seed	1,086	2,500	2,500	2,500	-	2,500
564	Grounds Maint Equipment	40	-	-	-	-	-
569	Grounds and Rec Supplies	2,844	3,000	3,200	3,000	-	3,000
589	Minor Tools & Equipment	776	1,000	1,100	1,000	-	1,000
594	Uniforms	463	550	1,000	1,000	-	1,000
599	Miscellaneous Supplies	20	-	-	-	-	-
	Subtotal Mtrls & Supplies	45,820	50,550	51,316	51,000	-	51,000
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	-	50	50	50	-	50
669	Other Training Expense	28	100	100	100	-	100
	Subtotal Dues Subs Training	28	150	150	150	-	150

Park Maintenance
Detail Summary
Fiscal Year 2025-2026
10-25

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maint	2,224	6,000	6,000	6,000		6,000
752	Contract Building Maint	-	-	178	-		-
781	Water and Sewer	386	1,000	1,000	1,000		1,000
783	Electric and Gas	3,258	5,000	5,000	5,000		5,000
786	Telephone	120	-	510	510		510
792	Professional Services	13,433	8,000	8,000	8,000		8,000
	Subtotal Services	19,421	20,000	20,688	20,510	-	20,510
800	Miscellaneous						
829	General Insurance	1,788	1,788	1,788	1,699		1,699
	Subtotal Miscellaneous	1,788	1,788	1,788	1,699	-	1,699
900	Capital						
916	Major Improvements	17,526	-				
929	Vehicles		-		27,000		-
939	Equipment		-				
	Subtotal Capital	17,526	-	-	27,000	-	-
	Total Expenses	355,221	341,969	344,249	438,229	-	411,229
	Capital Items		Submitted	Mgr. Rec.		-	
939	Zero Turn Mower		15,000	-			
939	Batwing Bush Hog Finish Mower		12,000	-			

POLICE DEPARTMENT FY 2025/26

The Wood River Police Department consists of eighteen (19) Sworn Officers, one (1) Records Clerk, one (1) Cadet and one (1) Administrative Assistant to the Chief of Police. The Police Department is entrusted with preserving the peace and maintaining order of the community through conflict management and enforcement of the law. This diverse service includes protecting the constitutional rights of citizens, preventing and controlling crime, apprehending offenders, aiding citizens in hazardous situations, facilitating traffic, resolving conflict, and maintaining order. Additionally, it is the goal of the Wood River Police Department to develop and maintain a positive relationship with members of the community, and to promote a positive working environment in a cost effective manner.

The Police Department relocated to their new facility at 550 Madison Avenue in 2019 after many years in the City Hall building on Wood River Ave.

History
Police Department

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	1,963,268	2,011,682	2,005,868	2,200,688	2,344,960	2,563,275	-	2,563,275
Materials and Supplies	120,459	94,617	96,478	176,660	117,960	177,200	-	177,200
Dues Subs Training	6,461	7,271	18,094	22,000	1,900	24,200	-	24,200
Services	203,151	262,741	196,126	254,900	263,400	273,400	-	273,400
Miscellaneous	16,842	24,315	11,541	33,430	33,430	32,853	-	32,853
Capital	48,898	37,861	104,328	295,850	439,215	47,000	-	10,000
Total Budget	2,359,079	2,438,487	2,432,435	2,983,528	3,200,865	3,117,928	-	3,080,928
Annualized Growth		3.37%	-0.25%		31.59%	-2.59%		-3.75%
From 21/22 Base Year			3.11%		35.68%	32.17%		30.60%

Police Department
Detail Summary
Fiscal Year 2025-2026
10-27

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	1,453,665	1,450,067	1,676,000	1,645,101	-	1,645,101
429	Part Time Wages	5,975	13,500	7,500	13,500		13,500
435	Shift Shortage Overtime	15,851	20,000	28,000	20,000		20,000
437	Guaranteed Overtime	42,651	88,679	103,000	103,298		103,298
439	Overtime	65,670	95,166	66,000	114,151	-	114,151
441	Holiday	56,695	59,294	57,000	71,972	-	71,972
445	Holiday Call Out	187	-	700			-
451	Longevity	-	40,522	-	61,421		61,421
463	Medicare	26,839	29,680	29,680	30,678	-	30,678
469	IMRF	6,211	6,216	6,216	3,564	-	3,564
473	Workers Comp Insurance	7,861	8,571	8,571	7,028	-	7,028
474	Health Insurance	322,381	360,493	360,493	464,062	-	464,062
489	Miscellaneous Wages	-	28,500	-	28,500	-	28,500
498	Employee Medical Expense	1,654	-	1,500			-
499	Misc Personnel Expense	228	-	300	-		-
497	Retro Pay Wages	-	-				-
	Subtotal Personnel	2,005,868	2,200,688	2,344,960	2,563,275	-	2,563,275
500	Materials and Supplies						
300	Restricted Funds Expenses	4,806	60,000	1,000	60,000		60,000
511	Postage	1,700	1,700	1,700	1,700		1,700
514	Data Processing Supplies	2,548	4,000	4,000	4,000		4,000
519	Office Supplies	2,438	5,000	5,000	5,000		5,000
521	Gasoline	36,518	50,000	50,000	50,000		50,000
527	Police Equip/Supplies	16,026	12,960	12,960	14,000		14,000
532	Electrical Supplies	-	500	500	500		500
541	Janitorial Supplies	1,744	2,000	2,000	2,000		2,000
549	Building Maintenance	1,125	1,500	1,500	1,500		1,500
552	Medical Supplies	264	1,000	1,800	1,000		1,000
591	Firearms Supplies	11,173	13,500	13,500	13,500		13,500
592	Prisoner Food	1,231	2,000	1,500	1,500		1,500
594	Uniforms	14,240	20,000	20,000	20,000		20,000
597	Canine Supplies	-	-		-		
599	Miscellaneous Supplies	2,665	2,500	2,500	2,500		2,500
	Subtotal Mtrls & Supplies	96,478	176,660	117,960	177,200	-	177,200
600	Dues Subscriptions Training						
619	Dues to Prof Organization	1,425	1,400	1,500	1,600		1,600
639	Travel Expenses	3,798	5,000	2,000	5,500		5,500
649	Subscriptions	-	600	600	600		600
659	Meetings and Conferences	2,622	2,500	2,500	4,000		4,000
679	School Tuition	10,249	12,500	(4,700)	12,500	-	12,500
	Subtotal Dues Subs Training	18,094	22,000	1,900	24,200	-	24,200

Police Department
Detail Summary
Fiscal Year 2025-2026
10-27

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maint	39,186	70,000	70,000	70,000		70,000
729	Computer Programming	1,500	8,000	8,000	8,000		8,000
742	Printing	1,925	3,000	3,000	3,000		3,000
749	Advertising	-	-	-	-		-
751	Office Equipment Maint	1,869	4,000	4,000	4,000		4,000
752	iPAD-Service Fee	-	-	-	-		-
754	Contract Building Maintenance	18,480	22,000	22,000	22,000		22,000
757	Fire/Police Commission	599	1,600	1,600	1,600		1,600
759	Software Maintenance	3,044	15,000	15,000	15,000		15,000
779	Testing	2,385	1,300	1,300	1,300		1,300
781	Water and Sewer	908	1,000	1,000	1,000		1,000
783	Electric and Gas	21,014	30,000	30,000	30,000		30,000
786	Telephone	14,817	17,000	17,000	17,000		17,000
792	Professional Services	33,438	26,500	35,000	40,000		40,000
793	Canine Services	-	-	-	-		-
796	IT Services	56,770	55,000	55,000	60,000		60,000
799	Miscellaneous Services	191	500	500	500		500
	Subtotal Services	196,126	254,900	263,400	273,400	-	273,400
800	Miscellaneous						
829	General Insurance	11,541	11,541	11,541	10,964		10,964
869	Debt Service	-	21,889	21,889	21,889		21,889
	Subtotal Miscellaneous	11,541	33,430	33,430	32,853	-	32,853
900	Capital						
913	Buildings	-					
916	Major Improvements	-			30,000		-
929	Vehicles	77,884	295,850	295,850			
933	Office Equipment	-					
935	Data Processing Equip	-					
937	Police Equipment	26,444		143,365	17,000		10,000
	Subtotal Capital	104,328	295,850	439,215	47,000	-	10,000
	Total Expenses	2,432,435	2,983,528	3,200,865	3,117,928	-	3,080,928
	Capital Items	Submitted	Mgr. Rec.	-			
916	Situational Cameras	30,000	-				
937	LED Speed Signs (2)	7,000	-				
937	Update Officer Vests (10)	10,000	10,000				

POLICE COMMUNICATIONS
FY 2025/26

The Communications Department consists of nine (9) full-time Telecommunicators also known as Dispatchers. This department dispatches and is the PSAP (Public Service Answering Point) Enhanced 911 for the City of Wood River, as well as the Villages of Hartford, Roxana, South Roxana, East Alton and Bethalto.

History
Police Communications Center

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	998,930	1,094,817	1,049,649	1,080,850	1,186,280	1,194,991	-	1,194,991
Materials and Supplies	5,483	6,245	4,964	14,471	14,471	14,471	-	14,471
Dues Subs Training	2,248	1,237	2,900	4,100	4,100	4,600	-	4,600
Services	19,292	26,209	29,436	29,200	47,500	36,500	-	36,500
Capital	-	12,385	-	13,422	13,909	141,182	-	141,182
Total Budget	1,025,953	1,140,893	1,086,949	1,142,043	1,266,260	1,391,744	-	1,391,744
Annualized Growth		11.20%	-4.73%		16.50%	9.91%		9.91%
From 21/22 Base Year			5.95%		23.42%	35.65%		35.65%

Police Communications Center
Detail Summary
Fiscal Year 2025-2026
10-40

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	595,216	587,937	675,000	667,539		667,539
429	Part Time Wages	3,344	2,700	5,000	3,750	-	3,750
435	Shift Shortage Overtime	54,478	50,000	78,200	50,000		50,000
437	Guaranteed Overtime	40,089	93,157	101,100	105,169		105,169
439	Overtime	55,341	13,598	21,400	21,798	-	21,798
441	Holiday Pay	29,682	28,255	35,000	31,469	-	31,469
445	Holiday Call Out	-	-	-	-		-
451	Longevity	-	16,165	-	18,564		18,564
463	FICA and Medicare	59,084	61,869	71,000	69,866	-	69,866
469	IMRF	102,366	110,751	100,000	64,395	-	64,395
473	Workers Comp Insurance	210	211	211	170	-	170
474	Health Insurance	109,293	99,269	99,269	147,271		147,271
489	Miscellaneous Wages	-	16,938	-	15,000		15,000
498	Employee Medical Expense	546	-	100	-		-
497	Retro Pay Wages	-	-	-	-		-
	Subtotal Personnel	1,049,649	1,080,850	1,186,280	1,194,991	-	1,194,991
500	Materials and Supplies						
514	Data Processing Supplies	1,582	6,171	6,171	6,171		6,171
519	Office Supplies	278	500	500	500		500
594	Uniforms	2,831	7,000	7,000	7,000		7,000
599	Miscellaneous Supplies	273	800	800	800		800
	Subtotal Mtrls & Supplies	4,964	14,471	14,471	14,471	-	14,471
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	147	400	400	400		400
639	Travel Expenses	979	1,200	1,200	1,200		1,200
659	Meetings and Conferences	774	1,500	1,500	2,000		2,000
679	School Tuition	1,000	1,000	1,000	1,000		1,000
	Subtotal Dues Subs Training	2,900	4,100	4,100	4,600	-	4,600

Police Communications Center
Detail Summary
Fiscal Year 2025-2026
10-40

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
751	Office Equipment Maint	4,472	5,000	5,000	5,000		5,000
753	Communication Equipment	2,833	7,000	17,000	5,000		5,000
783	Electric and Gas	1,011	1,200	1,500	1,500		1,500
786	Telephone	21,120	16,000	24,000	25,000		25,000
	Subtotal Services	29,436	29,200	47,500	36,500	-	36,500
900	Capital						
934	Furnishings						-
935	Data Processing Equipment	-	13,422	13,909	141,182		141,182
939	Equipment						
	Subtotal Capital	-	13,422	13,909	141,182	-	141,182
	Total Expenses	1,086,949	1,142,043	1,266,260	1,391,744	-	1,391,744
	Capital		Submitted	Mgr. Rec.	-		
935	Server and Switches		66,096	66,096			
935	Computer Workstations		10,847	10,847			
935	Starcom 21 Console Maintenance		64,239	64,239			

ANIMAL CONTROL DEPARTMENT
FY 2025/26

The Animal Control Department consists of the Police Cadet Program, which encompasses the duties and responsibilities of animal control. The Cadet is usually a law enforcement college student who performs the duties of animal control, parking violations, vacation checks, and other police related services in support of the Police Department.

History
Animal Control

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	12,494	10,600	14,380	16,177	31,046	27,587	-	27,587
Materials and Supplies	2,816	2,000	2,034	5,800	5,800	5,800	-	5,800
Services	1,914	1,129	4,814	2,200	2,700	2,700	-	2,700
Miscellaneous	217	150	96	96	96	91	-	91
Capital	-	-	-	-	-	-	-	-
Total Budget	17,441	13,879	21,324	24,273	39,642	36,178	-	36,178
Annualized Growth		-20.42%	53.64%		85.90%	-8.74%		-8.74%
From 21/22 Base Year			22.26%		127.29%	107.43%		107.43%

Animal Control
Detail Summary
Fiscal Year 2025-2026
10-14

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
429	Part Time Wages	13,207	14,985	28,000	24,000	-	24,000
463	FICA and Medicare	976	1,146	2,200	1,836	-	1,836
469	IMRF			800	1,699		1,699
473	Workers Comp Insurance	43	46	46	52	-	52
498	Employee Medical Expense	154	-		-	-	-
	Subtotal Personnel	14,380	16,177	31,046	27,587	-	27,587
500	Materials and Supplies						
511	Postage	300	300	300	300		300
521	Gasoline	57	3,000	3,000	3,000		3,000
594	Uniforms	1,258	1,000	1,000	1,000		1,000
599	Miscellaneous Supplies	419	1,500	1,500	1,500		1,500
	Subtotal Mtrls & Supplies	2,034	5,800	5,800	5,800	-	5,800
700	Services						
719	Vehicle & Equipment Maint	3,832	1,200	1,200	1,200		1,200
747	Canine Transportation	982	1,000	1,500	1,500		1,500
	Subtotal Services	4,814	2,200	2,700	2,700	-	2,700
800	Miscellaneous						
829	General Insurance	96	96	96	91		91
	Subtotal Miscellaneous	96	96	96	91	-	91
900	Capital						
913	Buildings						-
	Subtotal Capital	-	-	-	-	-	-
	Total Expenses	21,324	24,273	39,642	36,178	-	36,178
	Capital Items	Submitted	Mgr. Rec.	-			

FIRE DEPARTMENT
FY 2025/26

The Wood River Fire Department consists of ten (12) Sworn Firefighters and sixteen (16) Paid on Call Firefighters. The Department's mission is to protect the lives and property of the citizens of Wood River. The prevention of fires and other unsafe conditions in the community shall be considered the primary tactic toward achieving that goal. Personnel shall perform fire prevention inspections as necessary, prevent illegal or unsafe burning, educate the public on fire safety, and carry out any other assigned task that is productive to these goals.

Personnel of this department shall further respond to any request for emergency assistance for which they have knowledge and training in, or when the objective shall serve the betterment of the community. Said requests for assistance may include, but shall not be limited to: fires, explosions, rescues, emergency medical calls, hazardous materials incidents, service calls, lock outs, unusual smoke or odors, and assistance to police.

History
Fire Department

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	1,312,478	1,421,651	1,503,508	1,568,673	1,568,426	1,597,931	-	1,597,931
Materials and Supplies	60,250	84,011	83,736	115,790	115,965	100,500	-	100,500
Dues Subs Training	11,247	11,180	5,182	22,500	22,500	36,250	-	36,250
Services	87,892	96,495	130,415	141,108	170,400	148,950	-	148,950
Miscellaneous	101,541	86,663	63,089	80,911	63,413	82,799	-	82,799
Capital	39,530	41,075	185,055	1,094,000	584,000	170,283	-	15,158
Total Budget	1,612,938	1,741,075	1,970,985	3,022,982	2,524,704	2,136,713	-	1,981,588
Annualized Growth		7.94%	13.21%		28.09%	-15.37%		-21.51%
From 21/22 Base Year			22.20%		56.53%	32.47%		22.86%

Fire Department
Detail Summary
Fiscal Year 2025-2026
10-28

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400 Personnel						
419 Full Time Wages	1,065,689	988,202	1,111,417	1,013,102	-	1,013,102
422 Paid On Call Wages	12,996	29,340	17,000	30,100	-	30,100
429 Part Time Wages	-	-	-	-	-	-
439 Overtime	128,594	153,402	100,000	157,707	-	157,707
441 Holiday Pay	45,293	53,014	52,000	54,365	-	54,365
451 Longevity	-	33,271	-	38,016	-	38,016
463 FICA and Medicare	18,850	20,395	23,600	20,974	-	20,974
473 Workers Comp Insurance	14,658	15,697	15,697	11,534	-	11,534
474 Health Insurance	211,659	242,712	242,712	247,704	-	247,704
489 Miscellaneous Wages	-	23,790	-	24,429	-	24,429
498 Employee Medical Expense	5,769	-	6,000	-	-	-
499 Misc. Personnel Expense	-	8,850	-	-	-	-
Subtotal Personnel	1,503,508	1,568,673	1,568,426	1,597,931	-	1,597,931
500 Materials and Supplies						
511 Postage	300	300	325	300	-	300
513 Photo Supplies	50	200	(50)	200	-	200
514 Hose	6,784	16,721	16,721	8,500	-	8,500
515 SCBA	2,931	17,069	17,069	10,000	-	10,000
519 Office Supplies	1,505	3,000	3,000	3,000	-	3,000
521 Gasoline	15,911	17,000	17,000	17,000	-	17,000
529 Vehicle Supplies	4,396	4,000	4,000	4,500	-	4,500
541 Janitorial Supplies	2,220	3,000	3,000	3,000	-	3,000
549 Building Maintenance Supplies	4,271	5,000	5,000	5,000	-	5,000
551 EMS Supplies	8,215	9,000	9,000	9,000	-	9,000
560 Public Education Materials	1,259	2,000	2,000	2,000	-	2,000
589 Minor Tools and Equipment	11,104	12,000	12,000	12,000	-	12,000
593 Training Supplies	15	1,000	1,000	1,000	-	1,000
594 Uniforms	5,806	10,000	10,000	8,000	-	8,000
595 Turn Out Gear	18,133	15,000	15,000	16,000	-	16,000
597 Walmart Grant Expenses	-	-	-	-	-	-
599 Miscellaneous Supplies	836	500	900	1,000	-	1,000
Subtotal Materials & Supplies	83,736	115,790	115,965	100,500	-	100,500
600 Dues Subscriptions Training						
619 Dues to Prof Organizations	1,635	2,000	2,000	2,000	-	2,000
639 Travel Expenses	-	4,000	4,000	6,000	-	6,000
649 Subscriptions	-	300	300	300	-	300
659 Meetings and Conferences	175	1,200	1,200	2,950	-	2,950
679 School Tuition	3,372	15,000	15,000	25,000	-	25,000
Subtotal Dues Subs Training	5,182	22,500	22,500	36,250	-	36,250

Fire Department
Detail Summary
Fiscal Year 2025-2026
10-28

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maint	60,075	50,000	40,000	40,000		40,000
742	Printing	80	900	900	900		900
743	Info Advertising	-	1,000	-	1,000		1,000
751	Office Equipment Maintenance	449	1,000	1,000	1,000		1,000
752	Contract Building Maintenance	3,571	3,500	3,500	3,500		3,500
753	Communication Equipment	5,142	18,858	33,000	10,000		10,000
759	Software Maintenance	-	-	-	-		
779	Testing	3,354	3,500	3,500	3,500		3,500
781	Water and Sewer	1,325	1,350	1,500	1,550		1,550
783	Electric and Gas	14,191	15,000	15,000	15,000		15,000
786	Telephone	6,986	8,000	15,000	15,000		15,000
792	Professional Services	26,623	28,000	44,000	44,000		44,000
796	IT Services	8,619	10,000	13,000	13,500		13,500
	Subtotal Services	130,415	141,108	170,400	148,950	-	148,950
800	Miscellaneous						
829	General Insurance	2,946	2,946	2,946	2,799		2,799
869	Debt Service	55,967	73,465	55,967	75,000		75,000
895	Parade Expense	4,176	4,500	4,500	5,000		5,000
	Subtotal Miscellaneous	63,089	80,911	63,413	82,799	-	82,799
900	Capital						
916	Major Improvements	98,150	584,000	584,000	78,000		8,000
929	Vehicles	75,025	510,000	-	-		-
932	Fire Equipment	5,424	-	-	92,283		7,158
992	Computer Hardware	6,456	-	-	-		-
	Subtotal Capital	185,055	1,094,000	584,000	170,283	-	15,158
	Total Expenses	1,970,985	3,022,982	2,524,704	2,136,713	-	1,981,588
	Capital Items	Submitted	Mgr. Rec.	-			
916	Kitchen Remodel	70,000	-				
916	Apparatus Bay - Audio	8,000	8,000				
932	Thermal Image Camera (5)	15,000	-				
932	PFAS Free Foam	70,125	-				
932	10% afg grant	7,158	7,158				

History
Disaster Preparedness

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	994	4,885	-	-	-	-	-	-
Materials and Supplies	-	-	2,665	10,000	10,000	10,000	-	10,000
Services	1,045	1,064	1,465	3,400	3,400	3,400	-	3,400
Capital	-	-	-	5,000	5,000	-	-	-
Total Budget	2,039	5,949	4,130	18,400	18,400	13,400	-	13,400
Annualized Growth		191.76%	-30.58%		345.52%	-27.17%		-27.17%
From 21/22 Base Year			102.55%		802.40%	557.18%		557.18%

Disaster Preparedness
Detail Summary
Fiscal Year 2025-2026
10-26

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
429	Part Time Wages	-			-		-
463	FICA and Medicare	-			-		-
473	Workers Comp Insurance	-			-		-
	Subtotal Personnel	-	-	-	-	-	-
500	Materials and Supplies						
599	Miscellaneous Supplies	2,665	10,000	10,000	10,000		10,000
	Subtotal Materials and Supplies	2,665	10,000	10,000	10,000	-	10,000
700	Services						
783	Electric and Gas	1,137	1,400	1,400	1,400		1,400
786	Telephone	-	1,000	1,000	1,000		1,000
799	Miscellaneous Services	328	1,000	1,000	1,000		1,000
	Subtotal Services	1,465	3,400	3,400	3,400	-	3,400
900	Capital						
930	Communication Equipment	-	5,000	5,000			-
939	Equipment	-	-		-		-
	Subtotal Capital	-	5,000	5,000	-	-	-
	Total Expenses	4,130	18,400	18,400	13,400	-	13,400
	Capital Items	Submitted	Mgr. Rec.	-			
930	Storm Siren- Rock Hill Subdivision	115,000	-				

General Fund
Capital Improvements Budget
Fiscal Year 2025-2026
Fund 10-18

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Transfers to Accounts							
Capital Projects							
819 Interfund Transfer	-	-	-		-	-	-
Capital							
889 Business Assistance	-	-	49,618		-	-	-
762 Building Lease	-	-	-		-	-	-
885 Cemetery	69	165	1,892	-	-	-	-
887 Veterans Memorial	1,300	864	700	-	-	-	-
888 Business District Tax Pymt's	-	-	-	-	-	-	-
916 Major Improvements	-	-	-	-	-	-	-
919 Christmas Lights	3,816	2,982	2,230	-	-	-	-
999 Contingency	-	48,673	2,059	-	-	-	-
	5,185	52,684	56,499	-	-	-	-

ENTERPRISE FUNDS

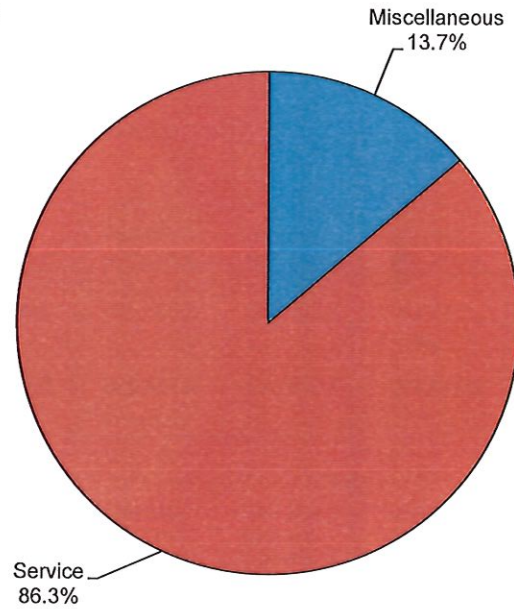
WATER FUND	81-96
SEWER FUND	97-110
REFUSE FUND	111-116
GOLF COURSE FUND	117-128

Water Fund
Fund Summary
Fiscal Year 2025-2026
Fund 30

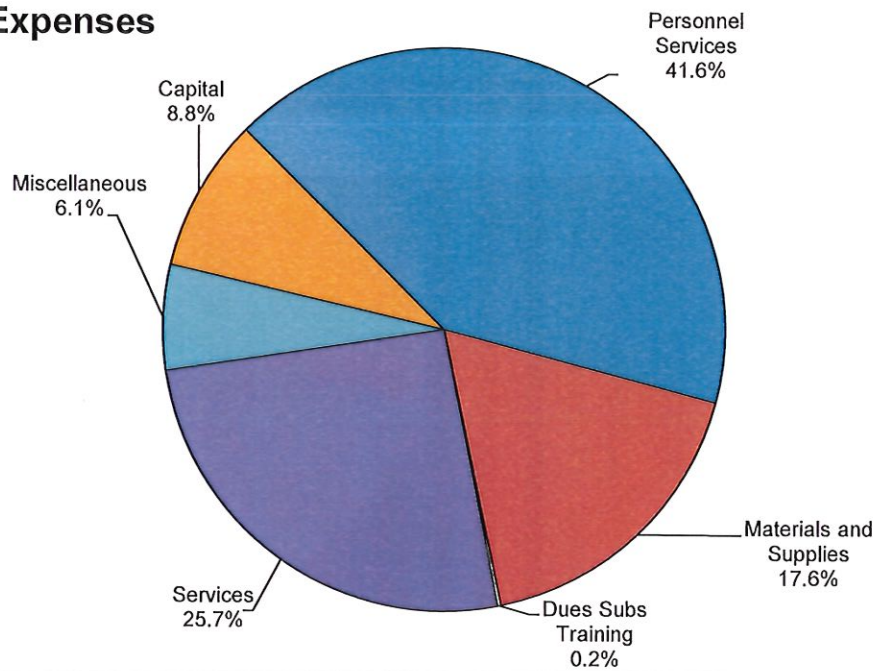
	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				393,549	284,458		284,458
RESOURCES							
Miscellaneous	596,427	378,206	268,740	209,686	343,645	-	343,645
Service	2,018,530	1,938,214	2,066,728	2,124,000	2,164,800	-	2,164,800
Annual Receipts	2,614,957	2,316,420	2,335,468	2,333,686	2,508,445	-	2,508,445
Total Available	2,614,957	2,316,420	2,335,468	2,727,235	2,792,903	-	2,792,903
EXPENSES							
Personnel Services	891,309	940,860	988,842	1,013,963	1,019,902	-	1,019,902
Materials and Supplies	309,160	320,983	406,452	393,854	431,050	-	431,050
Dues Subs Training	1,353	2,036	1,185	1,230	4,580	-	4,580
Services	556,273	483,826	523,363	560,242	630,348	-	630,348
Miscellaneous	174,679	161,712	149,385	149,386	148,441	-	148,441
Capital	466,008	120,401	469,217	324,102	473,000	-	331,000
Annual Expenses	2,398,782	2,029,818	2,538,444	2,442,777	2,707,321	-	2,565,321
Estimated Ending Cash Balance				284,458	85,582		227,582
Net Position	216,175	286,602	(202,976)	(109,091)	(198,876)		(56,876)

Water Fund
Summary of Resources/Expenses
Fiscal Year 2025-2026

Resources



Expenses



Water Fund
Revenue Worksheet
Fiscal Year 2025-2026
Fund 30

	FY 23/24 Actual	FY 24/25 Approved	FY 24/25 Expected	FY 25/26 Manager Recommended
MISCELLANEOUS REVENUE				
218 Grant Proceeds	-	-	-	-
275 COVID Payroll Reimbursement	24,002	-	-	-
380 Miscellaneous Revenues	7,069	3,000	3,000	118,000
381 Interest Earnings	37,564	30,000	30,000	30,000
396 Public Services Admin Charges	200,105	176,686	176,686	195,645
397 Interfund Transfer	-	-	-	-
	<u>268,740</u>	<u>209,686</u>	<u>209,686</u>	<u>343,645</u>
SERVICE REVENUE				
301 Water Service	1,143,069	1,160,000	1,160,000	1,194,800
302 Water Tap On Fees	20,190	20,000	20,000	20,000
303 Shut Off Fees	128,140	90,000	135,000	130,000
304 Water Penalties	16,284	18,000	16,000	18,000
305 Water Administration Fees	142,343	140,000	140,000	140,000
306 Technology Fee	230,355	220,000	233,000	230,000
311 Wholesale Water	-	2,000	-	2,000
382 NECWD	361,157	360,000	390,000	400,000
391 Water-New Service Charges	25,190	30,000	30,000	30,000
	<u>2,066,728</u>	<u>2,040,000</u>	<u>2,124,000</u>	<u>2,164,800</u>
TOTAL WATER FUND REVENUES	<u>2,335,468</u>	<u>2,249,686</u>	<u>2,333,686</u>	<u>2,508,445</u>

PUBLIC SERVICES DEPARTMENT
FY 2025/26

The Public Services Department is committed to providing the most efficient, cost effective, and self-sufficient services to our citizens with the following responsibilities:

Provide and maintain the transportation components that will promote safe and reliable travel throughout the City. Provide a dependable wastewater collection and street drainage system that will serve the needs of all users, while adequately processing the regions wastewater flows, and producing a quality effluent that conforms to all environmental standards.

Provide a safe and sanitary means of collecting and disposing of the City's refuse, while conforming to all safety and health regulations. Provide quality water, free from health hazards, which conform to all environmental protection agency regulations, and an adequate supply for the needs of residents, commercial and fire protection.

Provide improvements to the City's infrastructure system of streets, water, wastewater and storm water to the maximum cost-effective standards possible, while reviewing the availability of funding.

The Public Services Department continually strives to ensure that this community has confidence that their needs will be met in an efficient, timely, professional and friendly manner.

History
Public Service Administration

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	220,142	226,144	227,121	248,763	248,030	240,198	-	240,198
Materials and Supplies	4,213	2,393	3,406	4,150	5,540	4,150	-	4,150
Dues Subs Training	481	160	757	1,480	180	2,480	-	2,480
Services	38,688	76,604	61,424	37,950	80,483	62,550	-	62,550
Miscellaneous	2,481	2,288	1,329	1,329	1,329	1,263	-	1,263
Capital	-	-	74,250	-	-	167,000	-	115,000
Total Budget	266,005	307,589	368,287	293,672	335,562	477,641	-	425,641
Annualized Growth		15.63%	19.73%		-8.89%	42.34%		26.84%
From 21/22 Base Year			38.45%		26.15%	79.56%		60.01%

Public Services Administration
Detail Summary
Fiscal Year 2025-2026
30-00

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	156,936	158,262	169,740	163,010	-	163,010
439	Overtime	-	361	-	372	-	372
451	Longevity	-	9,802	-	10,096	-	10,096
463	FICA and Medicare	11,019	13,037	13,705	13,424	-	13,424
469	IMRF	19,264	23,416	20,700	12,424	-	12,424
473	Workers Comp Insurance	910	960	960	706	-	706
474	Health Insurance	38,460	40,925	40,925	38,166	-	38,166
489	Miscellaneous Wages	-	2,000	2,000	2,000	-	2,000
498	Employee Medical Expense	532	-	-	-	-	-
	Subtotal Personnel	227,121	248,763	248,030	240,198	-	240,198
500	Materials and Supplies						
511	Postage	680	650	650	650	-	650
512	Copy Supplies	93	100	90	100	-	100
519	Office Supplies	1,494	1,100	500	1,100	-	1,100
521	Gasoline	128	1,200	300	1,200	-	1,200
529	Vehicle Supplies	123	100	-	100	-	100
599	Miscellaneous Supplies	888	1,000	4,000	1,000	-	1,000
	Subtotal Mtrls & Supplies	3,406	4,150	5,540	4,150	-	4,150
600	Dues Subscriptions Training						
619	Dues to Prof. Organizations	265	280	180	280	-	280
639	Travel Expenses	-	500	-	1,500	-	1,500
659	Meetings and Conferences	-	500	-	500	-	500
669	Other Training Expenses	492	200	-	200	-	200
679	School Tuition	-	-	-	-	-	-
	Subtotals Dues Subs Training	757	1,480	180	2,480	-	2,480

Public Services Administration
Detail Summary
Fiscal Year 2025-2026
30-00

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maint	7,040	500	2,500	500	-	500
725	Engineering Services	39,724	15,000	26,000	25,000	-	25,000
729	Computer Programming	195	200	200	200	-	200
742	Printing	100	150	-	150	-	150
743	Information Advertising	-	200	-	200	-	200
751	Office Equipment Maint	1,148	1,100	1,104	1,100	-	1,100
752	Contract Building Maint	3,732	6,300	5,300	10,000	-	10,000
786	Telephone	4,222	7,000	3,956	7,000	-	7,000
791	Management Services	-	800	-	800	-	800
792	Professional Services	2,934	5,000	39,104	15,000	-	15,000
796	IT Services	1,752	1,000	1,719	1,900	-	1,900
799	Miscellaneous Services	577	700	600	700	-	700
	Subtotal Services	61,424	37,950	80,483	62,550	-	62,550
800	Miscellaneous						
819	Interfund Transfer	-					-
829	General Insurance	1,329	1,329	1,329	1,263	-	1,263
	Subtotal Miscellaneous	1,329	1,329	1,329	1,263	-	1,263
900	Capital						
913	Buildings				115,000		115,000
916	Major Improvements	74,250	-		2,000		
929	Vehicles	-	-		50,000	-	
	Subtotal Capital	74,250	-	-	167,000	-	115,000
	Total Expenses	368,287	293,672	335,562	477,641	-	425,641
	Capital						
			Submitted	Mgr. Rec.	-		
913	100 Anderson Roof Replacement		115,000	115,000			
916	Water Fountain w/Bottle Filler		2,000	-			
929	2025 Ford F150 4x4 w/Service Package		50,000	-			

WATER FUND
FY 2025/26

To provide water service of the highest quality, in a timely manner and in a cost-effective balance of customer needs and available resources. Also, shall seek to continually improve service by promoting education of staff and citizens of Wood River.

History
Water Distribution

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	392,052	439,866	477,704	491,604	483,736	502,128	-	502,128
Materials and Supplies	103,708	108,347	145,017	115,900	78,684	120,200	-	120,200
Dues Subs Training	591	385	(135)	1,200	300	1,200	-	1,200
Services	68,823	92,885	54,743	96,210	56,926	97,450	-	97,450
Miscellaneous	140,929	132,219	130,923	130,924	130,924	130,902	-	130,902
Capital	466,008	120,401	331,913	104,631	104,102	112,000	-	22,000
Total Budget	1,172,111	894,103	1,140,165	940,469	854,672	963,880	-	873,880
Annualized Growth		-23.72%	27.52%		-25.04%	12.78%		2.25%
From 21/22 Base Year			-2.73%		-27.08%	-17.77%		-25.44%

Water Distribution
Detail Summary
Fiscal Year 2025-2026
30-31

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	299,151	296,476	302,310	309,040		309,040
429	Part Time Wages	8,080	7,950	7,100	8,250		8,250
439	Overtime	13,517	20,450	15,000	21,241		21,241
451	Longevity	10,640	11,510	11,510	12,324		12,324
463	FICA and Medicare	24,893	25,887	25,887	26,917		26,917
469	IMRF	43,791	45,402	38,000	24,327		24,327
473	Workers Comp Insurance	2,288	2,479	2,479	1,841		1,841
474	Health Insurance	75,294	78,850	78,850	96,588		96,588
489	Miscellaneous Wages	-	2,600	2,600	1,600		1,600
498	Employee Medical Expense	50	-				-
	Subtotal Personnel	477,704	491,604	483,736	502,128	-	502,128
500	Materials and Supplies						
511	Postage	1,620	1,200	1,710	1,500		1,500
519	Office Supplies	235	300	380	300		300
521	Gasoline	11,065	7,000	10,954	11,000		11,000
529	Vehicle & Equip Supplies	1,786	2,800	2,400	2,800		2,800
531	Commodities	28,707	30,000	22,770	30,000		30,000
538	Concrete/Sidewalks	540	1,000	-	1,000		1,000
541	Janitorial Supplies	181	400	390	400		400
542	Paint	669	700	690	700		700
580	Hydrants	15,521	15,000	12,000	15,000		15,000
581	Valves and Meters	74,405	50,000	19,375	50,000		50,000
589	Minor Tools & Equipment	7,621	5,000	5,335	5,000		5,000
594	Uniforms	1,811	2,000	2,000	2,000		2,000
599	Miscellaneous Supplies	856	500	680	500		500
	Subtotal Mtrls & Supplies	145,017	115,900	78,684	120,200	-	120,200
600	Dues Subscriptions Training						
619	Dues to Prof. Organizations	(285)	300	300	300		300
639	Travel Expenses	-	100		100		100
659	Meetings and Conferences	150	500		500		500
669	Other Training Expenses	-	300		300		300
	Subtotal Dues Subs Training	(135)	1,200	300	1,200	-	1,200

Water Distribution
Detail Summary
Fiscal Year 2025-2026
30-31

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maint	6,098	2,500	1,500	2,500		2,500
742	Printing	793	500	2,210	1,000		1,000
743	Information Advertising	920	1,000	920	1,000		1,000
769	Rentals	-	1,000	-	1,000		1,000
779	Testing	8,858	11,000	7,424	11,000		11,000
783	Electric and Gas	15,387	20,000	18,760	20,000		20,000
786	Telephone	698	2,960	3,286	3,300		3,300
787	Utility Locates	862	1,750	1,100	1,750		1,750
795	Radio Read Contract Services	13,771	15,000	14,183	15,000		15,000
796	IT Services	843	500	843	900		900
797	Public Services Administration	-	-	-	-	-	-
799	Miscellaneous Services	6,513	40,000	6,700	40,000		40,000
	Subtotal Services	54,743	96,210	56,926	97,450	-	97,450
800	Miscellaneous						
829	General Insurance	435	435	435	413		413
862	Interest Expense	10,622	-	-	-		-
869	Debt Service	119,866	130,489	130,489	130,489		130,489
	Subtotal Miscellaneous	130,923	130,924	130,924	130,902	-	130,902
900	Capital						
913	Buildings	-	-	-	-		-
916	Major Improvements	286,063	100,000	100,000	4,500		4,500
917	Radio Read System	-	-	-	-		-
933	Vehicles	45,850	-	-	72,000		12,000
939	Equipment	-	4,631	4,102	35,500		5,500
947	Water Storage	-	-	-	-		-
	Subtotal Capital	331,913	104,631	104,102	112,000	-	22,000
	Total Expenses	1,140,165	940,469	854,672	963,880	-	873,880
	Capital Items		Submitted	Mgr. Rec.	-		
933	2025 Ford F250 4x4 w/Service Body		72,000	12,000			
916	AutoCAD 2025 w/3D Mapping		4,500	4,500			
939	Bobcat Wheel Saw Attachment		30,000	-			
939	Milwaukee Hydrant Buddy		5,500	5,500			

**WATER TREATMENT PLANT
FY 2025/26**

To deliver water service of the highest quality, in a timely manner and in a cost-effective balance of customer needs and available resources. Also, shall seek to continually improve service by promoting education of staff and citizens of Wood River.

History
Water Plant

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	279,115	274,850	284,017	275,182	282,197	277,576	-	277,576
Materials and Supplies	201,239	210,243	258,029	226,500	309,630	306,700	-	306,700
Dues Subs Training	281	1,491	563	900	750	900	-	900
Services	448,762	314,337	407,196	355,469	422,833	470,348	-	470,348
Miscellaneous	31,269	27,205	17,133	17,133	17,133	16,276	-	16,276
Capital	-	-	63,054	220,000	220,000	194,000	-	194,000
Total Budget	960,666	828,126	1,029,992	1,095,184	1,252,543	1,265,800	-	1,265,800
Annualized Growth		-13.80%	24.38%		21.61%	1.06%		1.06%
From 21/22 Base Year			7.22%		30.38%	31.76%		31.76%

Water Plant
Detail Summary
Fiscal Year 2025-2026
30-32

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	164,163	159,437	160,500	164,236	-	164,236
439	Overtime	27,318	20,312	30,000	20,918	-	20,918
451	Longevity	8,115	9,196	9,196	9,473	-	9,473
463	FICA and Medicare	15,229	14,569	15,500	15,004	-	15,004
469	IMRF	27,030	26,167	23,000	13,886	-	13,886
473	Workers Comp Insurance	1,298	1,396	1,396	1,027	-	1,027
474	Health Insurance	40,814	42,605	42,605	51,532	-	51,532
489	Miscellaneous Wages	-	1,500	-	1,500	-	1,500
498	Employee Medical Expense	50					-
	Subtotal Personnel	284,017	275,182	282,197	277,576	-	277,576
500	Materials and Supplies						
519	Office Supplies	180	1,000	250	500	-	500
521	Gasoline	1,636	900	900	900	-	900
523	Lubricants	259	300	330	300	-	300
529	Vehicle Supplies	15,042	1,400	6,000	5,400	-	5,400
531	Commodities	7,782	10,000	4,500	6,000	-	6,000
541	Janitorial Supplies	-	550	850	550	-	550
551	Lab Supplies	5,772	7,000	6,300	7,000	-	7,000
553	Pebble Lime, Bulk	90,748	68,000	130,000	130,000	-	130,000
555	Chlorine	33,737	35,000	55,200	50,000	-	50,000
556	Poly Phosphate	38,880	36,000	39,000	39,000	-	39,000
557	Potassium Permanganate	39,766	45,000	45,200	45,000	-	45,000
558	Fluoride	3,401	4,000	3,000	4,000	-	4,000
568	Aluminum Sulfate	13,671	14,000	14,600	14,000	-	14,000
589	Minor Tools & Equipment	6,032	500	1,200	1,200	-	1,200
594	Uniforms	514	850	600	850	-	850
599	Miscellaneous Supplies	609	2,000	1,700	2,000	-	2,000
	Subtotal Mtrls & Supplies	258,029	226,500	309,630	306,700	-	306,700
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	563	700	550	700	-	700
639	Travel Expenses	-	-		-	-	-
659	Meetings and Conferences	-	200	200	200	-	200
	Subtotal Dues Subs Training	563	900	750	900	-	900

Water Plant
Detail Summary
Fiscal Year 2025-2026
30-32

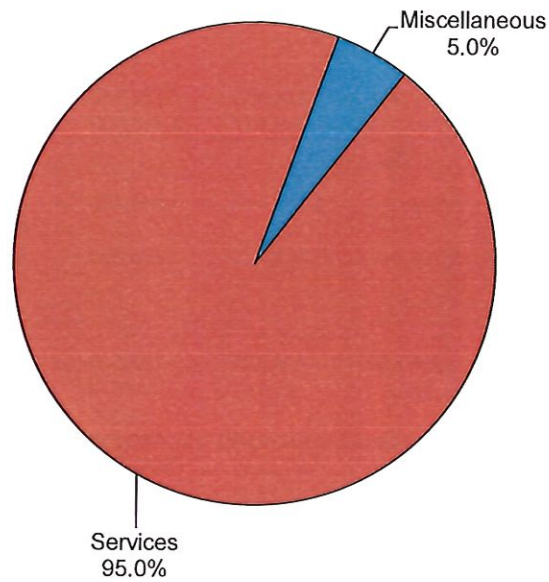
		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
719	Vehicle & Equipment Maint	68,891	24,000	70,000	70,000	-	70,000
739	F & A Administration	158,754	167,469	167,469	190,578	-	190,578
749	Well Rehabilitation	31,800	38,000	32,000	38,000	-	38,000
783	Electric and Gas	73,402	60,000	77,200	77,200	-	77,200
786	Telephone	2,387	5,000	2,436	3,000	-	3,000
792	Professional Services	11,370		1,108			
795	Lagoon Cleaning	40,192	40,000	43,000	65,000	-	65,000
796	IT Services	2,589	3,000	2,850	3,000	-	3,000
797	Public Services Administration	-	-		-	-	-
798	Freight	17,002	15,000	20,570	20,570	-	20,570
799	Miscellaneous Services	809	3,000	6,200	3,000	-	3,000
	Subtotal Services	407,196	355,469	422,833	470,348	-	470,348
800	Miscellaneous						
829	General Insurance	17,133	17,133	17,133	16,276	-	16,276
862	Interest Expense	-	-		-	-	-
863	Lease Purchase	-	-		-	-	-
	Subtotal Miscellaneous	17,133	17,133	17,133	16,276	-	16,276
900	Capital						
913	Buildings	63,054	-		-		-
916	Major Improvements	-	220,000	220,000	194,000	-	194,000
933	Office Equipment	-	-		-	-	-
939	Equipment	-	-		-	-	-
	Subtotal Capital	63,054	220,000	220,000	194,000	-	194,000
	Total Expenses	1,029,992	1,095,184	1,252,543	1,265,800	-	1,265,800
	Capital Items			Submitted	Mgr. Rec.	-	
916	Sodium Hypochlorite System			30,000	30,000		
916	Filter Underdrain Replacement Filters #1, #3, #4			164,000	164,000		

Sewer Fund
Fund Summary
Fiscal Year 2025-2026
Fund 40

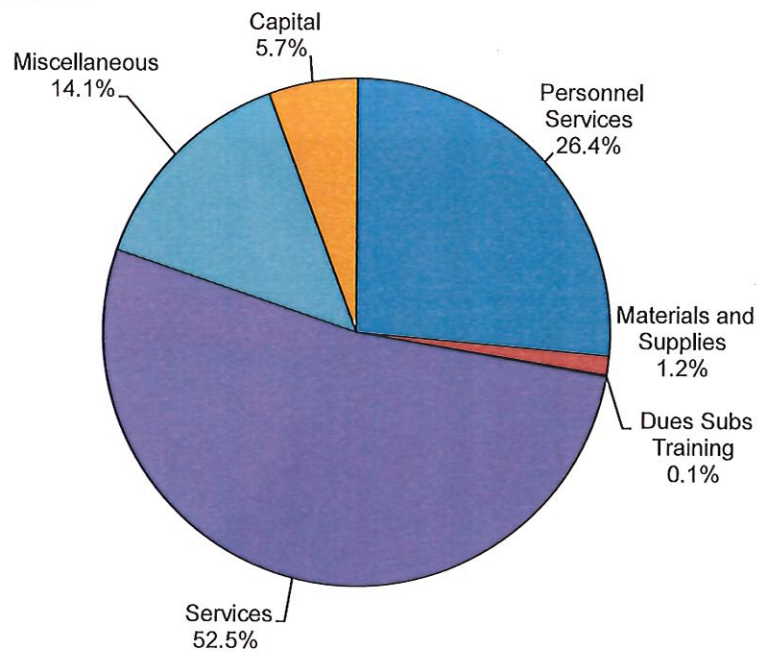
	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				1,095,508	792,458		792,458
RESOURCES							
Miscellaneous	4,914	465,311	274,660	52,700	166,000	-	166,000
Services	2,799,257	3,240,719	2,988,457	3,228,000	3,171,000	-	3,171,000
Annual Receipts	2,804,171	3,706,030	3,263,117	3,280,700	3,337,000	-	3,337,000
Total Available	2,804,171	3,706,030	3,263,117	4,376,208	4,129,458	-	4,129,458
EXPENSES							
Personnel Services	784,505	684,189	724,107	792,216	864,917	-	864,917
Materials and Supplies	27,782	28,275	25,142	28,875	37,800	-	37,800
Dues Subs Training	-	-	-	1,200	4,500	-	4,500
Services	1,610,261	1,574,184	1,642,524	1,649,705	1,725,637	-	1,725,637
Miscellaneous	501,107	473,109	463,462	463,462	462,826	-	462,826
Capital	388,459	471,673	307,405	648,292	766,500	-	301,500
Annual Expenses	3,312,114	3,231,430	3,162,640	3,583,750	3,862,180	-	3,397,180
Estimated Ending Cash Balance				792,458	267,278	-	732,278
Annual Position	(507,943)	474,600	100,477	(303,050)	(525,180)	-	(60,180)

Sewer Fund
Summary of Resources/Expenses
Fiscal Year 2025-2026

Resources



Expenses



Sewer Fund
Revenue Worksheet
Fiscal Year 2025-2026
Fund 40

	FY 23/24 Actual	FY 24/25 Approved	FY 24/25 Expected	FY 25/26 Manager Recommended
MISCELLANEOUS REVENUE				
380 Miscellaneous Revenues	193,305	1,000	2,700	116,000
381 Interest Earnings	63,188	30,000	50,000	50,000
382 Madison County Grant	-	-	-	-
389 Proceeds Sale of Assets	-	-	-	-
396 Interfund Transfer	18,167	-	-	-
	<u>274,660</u>	<u>31,000</u>	<u>52,700</u>	<u>166,000</u>
SERVICE REVENUE				
303 Manifest Fees Passthrough	(247)	1,000	1,000	1,000
304 Sewer Administration Fees	91,829	91,000	94,000	93,000
305 Sewer Service	1,278,908	1,300,000	1,300,000	1,339,000
306 Sewer Tap On Fees	8,000	15,000	15,000	15,000
307 Sewer Penalties	18,097	20,000	20,000	20,000
309 Amoco Sewer Charges	1,060,667	1,050,000	1,150,000	1,100,000
311 Hartford Sewer Charges	401,032	450,000	490,000	450,000
313 Pretreating and Sampling	14,359	11,000	11,000	11,000
314 Bethalto Sewer Charges	18,275	14,000	20,000	18,000
318 WW Transport Sewer Charges	9,114	20,000	20,000	20,000
319 Amoco-RCRA	11,000	12,000	12,000	12,000
375 Dumping Station Fees	49,837	70,000	70,000	70,000
376 Veolia Efficiency Rebate	-	-	-	-
395 Extraord Revenue-Dewater	27,586	20,000	25,000	22,000
	<u>2,988,457</u>	<u>3,074,000</u>	<u>3,228,000</u>	<u>3,171,000</u>
 TOTAL SEWER FUND REVENUES	 <u>3,263,117</u>	 <u>3,105,000</u>	 <u>3,280,700</u>	 <u>3,337,000</u>

SEWER COLLECTION
FY 2025/26

To provide sewer service of the highest quality, in a timely manner and in a cost-effective balance of customer needs and available resources. Also, shall seek to continually improve service by promoting education of staff and citizens of Wood River.

History
Sewer Collection

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	784,505	684,189	724,107	719,129	792,216	864,917	-	864,917
Materials and Supplies	27,782	28,275	25,142	37,300	28,875	37,800	-	37,800
Dues Subs Training	-	-	-	4,500	1,200	4,500	-	4,500
Services	205,165	139,751	161,817	187,827	195,127	208,860	-	208,860
Miscellaneous	466,176	458,949	454,531	454,531	454,531	454,342	-	454,342
Capital	324,133	422,335	204,047	405,000	380,427	269,500	-	119,500
Total Budget	1,807,761	1,733,499	1,569,644	1,808,287	1,852,376	1,839,919	-	1,689,919
Annualized Growth		-4.11%	-9.45%		18.01%	-0.67%		-8.77%
From 21/22 Base Year			-13.17%		2.47%	1.78%		-6.52%

Sewer Collection
Detail Summary
Fiscal Year 2025-2026
40-41

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	451,136	423,968	463,000	513,384	-	513,384
429	Part Time Wages	12,872	17,139	17,139	17,730	-	17,730
439	Overtime	17,958	37,542	35,000	45,670	-	45,670
451	Longevity	18,691	15,373	18,200	18,970	-	18,970
463	FICA	37,632	37,869	40,500	45,651	-	45,651
469	IMRF	68,761	65,661	61,000	40,995	-	40,995
473	Workers Comp Insurance	7,218	7,496	7,496	6,686	-	6,686
474	Health Insurance	109,160	112,481	112,481	174,231	-	174,231
489	Miscellaneous Wages	-	1,600	37,400	1,600	-	1,600
498	Employee Medical Expense	679	-	-	-	-	-
	Subtotal Personnel	724,107	719,129	792,216	864,917	-	864,917
500	Materials and Supplies						
521	Gasoline	6,764	8,000	8,000	8,000	-	8,000
529	Vehicle Supplies	1,433	2,000	6,000	2,500	-	2,500
531	Commodities	5,006	11,000	11,000	11,000	-	11,000
538	Concrete	7,158	12,000	1,000	12,000	-	12,000
539	Other Construction	12	-	-	-	-	-
542	Paint	266	300	60	300	-	300
589	Minor Tools & Equipment	2,776	2,000	1,100	2,000	-	2,000
594	Uniforms	928	1,000	930	1,000	-	1,000
599	Miscellaneous Supplies	799	1,000	785	1,000	-	1,000
	Subtotal Mtrls & Supplies	25,142	37,300	28,875	37,800	-	37,800
600	Dues Subscriptions Training						
639	Travel Expenses	-	-	-	-	-	-
669	Other Training Expense	-	4,500	1,200	4,500	-	4,500
	Subtotal Dues Subs Training	-	4,500	1,200	4,500	-	4,500

Sewer Collection
Detail Summary
Fiscal Year 2025-2026
40-41

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700 Services						
719 Vehicle & Equipment Maint	20,866	6,000	45,000	30,000	-	30,000
749 Manhole Rehabilitation	91	10,000	-	5,000	-	5,000
769 Rentals	-	500	-	500	-	500
783 Electric	52,546	55,000	55,000	55,000	-	55,000
786 Telephone	-	100	-	-	-	-
787 Utility Locates	862	1,000	900	1,000	-	1,000
792 Professional Services	11,108	50,000	30,000	46,500	-	46,500
796 IT Services	-	-	-	3,500	-	3,500
797 Public Services Administration	76,279	63,227	63,227	65,360	-	65,360
799 Miscellaneous Services	65	2,000	1,000	2,000	-	2,000
Subtotal Services	161,817	187,827	195,127	208,860	-	208,860
800 Miscellaneous						
817 Interfund Transfer	-	-	-	-	-	-
829 General Insurance	3,786	3,786	3,786	3,597	-	3,597
869 Debt Service	450,745	450,745	450,745	450,745	-	450,745
Subtotal Miscellaneous	454,531	454,531	454,531	454,342	-	454,342
900 Capital						
913 Buildings	-	-	-	115,000	-	115,000
916 Major Improvements	116,826	-	-	-	-	-
929 Vehicles	87,221	360,000	309,425	-	-	-
939 Equipment	-	45,000	71,002	154,500	-	4,500
Subtotal Capital	204,047	405,000	380,427	269,500	-	119,500
Total Expenses	1,569,644	1,808,287	1,852,376	1,839,919	-	1,689,919
Capital Items			Submitted	Mgr. Rec.	-	
939 AutoCAD 2025 w/3D Mapping			4,500	4,500		
939 Case 580SN Backhoe			150,000	-		
913 100 Anderson Roof Replacement			115,000	115,000		

**WASTEWATER TREATMENT
FACILITY FY 2025/26**

To protect human health and the aquatic environment from water-borne diseases and degradation in the most cost-effective manner.

History
Wastewater Treatment Plant

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Services	1,405,096	1,434,433	1,480,707	1,448,578	1,454,578	1,516,777	-	1,516,777
Miscellaneous	34,931	14,160	8,931	8,931	8,931	8,484	-	8,484
Capital	64,326	49,338	103,358	239,500	267,865	497,000	-	182,000
Total Budget	1,504,353	1,497,931	1,592,996	1,697,009	1,731,374	2,022,261	-	1,707,261
Annualized Growth		-0.43%	6.35%		8.69%	16.80%		-1.39%
From 21/22 Base Year			5.89%		15.09%	34.43%		13.49%

Wastewater Treatment Plant
Detail Summary
Fiscal Year 2025-2026
40-42

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700 Services						
725 Engineering	-	-	-	-	-	-
739 F & A Administration	184,797	133,034	133,034	157,209	-	157,209
754 Extraordinary Costs	42,800	50,000	47,500	50,000	-	50,000
783 Electric and Gas	204,277	160,000	170,000	170,000	-	170,000
791 Management Services	979,178	1,032,632	1,032,632	1,065,668	-	1,065,668
792 NPDES Permits	38,500	40,000	38,500	40,000	-	40,000
797 Public Services Administration	31,155	32,912	32,912	33,900	-	33,900
Subtotal Services	1,480,707	1,448,578	1,454,578	1,516,777	-	1,516,777
800 Miscellaneous						
819 Fund Transfers	-	-	-	-	-	-
829 General Insurance	8,931	8,931	8,931	8,484	-	8,484
869 Debt Service	-	-	-	-	-	-
Subtotal Miscellaneous	8,931	8,931	8,931	8,484	-	8,484
900 Capital						
913 Buildings and Grounds	-	-	-	28,000	-	28,000
916 Major Improvements	103,358	-	-	220,000	-	-
929 Vehicles	-	-	-	-	-	-
939 Equipment	-	239,500	267,865	249,000	-	154,000
Subtotal Capital	103,358	239,500	267,865	497,000	-	182,000
Total Expenses	1,592,996	1,697,009	1,731,374	2,022,261	-	1,707,261
Capital Items			Submitted	Mgr. Rec.	-	
939 Primary Clarifier Flights			8,000	8,000		
939 Terminal Lift Station Pump			95,000	-		
939 Primary Sludge Pump Reducer			5,500	5,500		
913 Replace Copper Lines w/Schedule 80 PVC			9,500	9,500		
913 Repair Wood River/Hartford Flume Stairs			18,500	18,500		
939 Sludge Pump Expansion Chambers			14,000	14,000		
939 Rebuild East J-100 Pump			108,000	108,000		
939 Repair Contact Chamber Gates			18,500	18,500		
916 Facilities Plan			220,000	-		

Sewer Operation Fund
Capital Trust
Fiscal Year 2025-2026
Fund 40-95

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Expected	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				1,397,008	1,451,008
RESOURCES					
Transfer-Plant	-	-	-	-	-
Interest Earnings	(4,670)	33,626	63,375	54,000	24,000
Annual Receipts	(4,670)	33,626	63,375	54,000	24,000
Total Available	(4,670)	33,626	63,375	1,451,008	1,475,008
EXPENSES					
Capital					
Vehicles	-	-	-	-	-
Major Improvements	-	-	-	-	-
Equipment	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Annual Expenses	-	-	-	-	-
Estimated Ending Cash Balance	(4,670)	33,626	63,375	1,451,008	1,475,008
Net Position	(4,670)	33,626	63,375	54,000	24,000
Capital Items			Mgr. Rec.	-	

Sewer- Waste Water Treatment Plant
EPA - Capital Trust
Fiscal Year 2025-2026
Fund 40-98

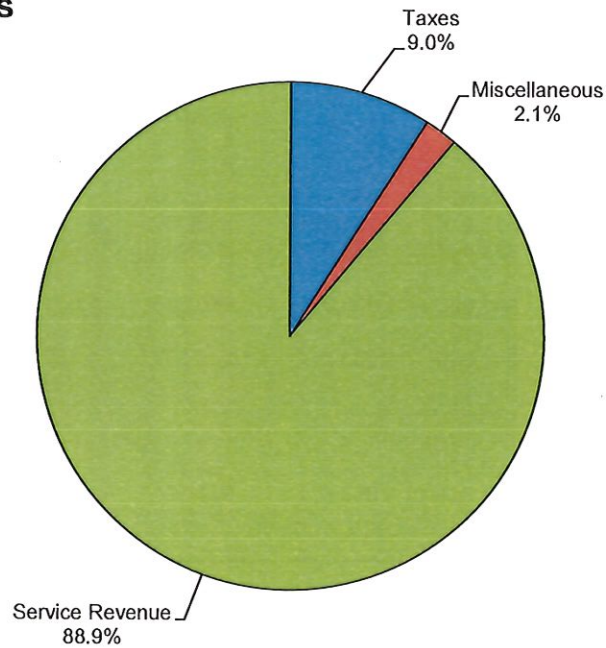
	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Expected	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				1,775,340	1,843,340
RESOURCES					
Transfer-Plant	-	-	-	-	-
Interest Earnings	(7,096)	40,126	75,625	68,000	30,000
Annual Receipts	(7,096)	40,126	75,625	68,000	30,000
Total Available	(7,096)	40,126	75,625	1,843,340	1,873,340
EXPENSES					
Capital					
Interfund Transfer	-	-	-	-	-
Major Improvements	-	-	-	-	-
Equipment	-	-	-	-	-
Annual Expenses	-	-	-	-	-
Estimated Ending Cash Balance				1,843,340	1,873,340
Net Position	(7,096)	40,126	75,625	68,000	30,000
Capital Items			Mgr. Rec.	-	

Refuse Fund
Fund Summary
Fiscal Year 2025-2026
Fund 49

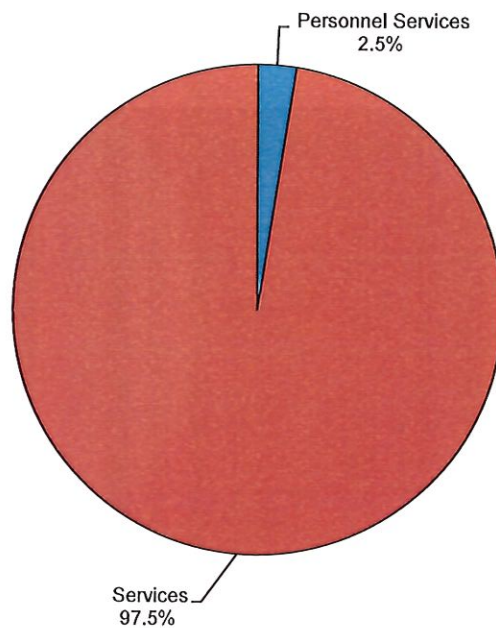
	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				253,599	299,756		299,756
RESOURCES							
Taxes	89,929	89,657	89,765	90,000	90,000	-	90,000
Miscellaneous	15,572	17,476	31,014	26,000	21,000	-	21,000
Service Revenue	832,676	834,467	888,035	880,000	890,000	-	890,000
Annual Receipts	938,177	941,600	1,008,814	996,000	1,001,000	-	1,001,000
Total Available	938,177	941,600	1,008,814	1,249,599	1,300,756	-	1,300,756
EXPENSES							
Personnel Services	19,179	20,779	22,598	24,252	24,966	-	24,966
Services	891,889	887,668	898,671	925,591	971,422	-	971,422
Miscellaneous	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-
Annual Expenses	911,068	908,447	921,269	949,843	996,388	-	996,388
Estimated Ending Cash Balance				299,756	304,368		304,368
Annual Position	27,109	33,153	87,545	46,157	4,612		4,612

Refuse Fund
Summary of Resources/Expenses
Fiscal Year 2025-2026

Resources



Expenses



Refuse Fund
Revenue Summary
Fiscal Year 2025-2026
Fund 49

	FY 23/24 Actual	FY 24/25 Approved	FY 24/25 Expected	FY 25/26 Manager Recommended
TAXES				
201 Property Tax	89,765	90,000	90,000	90,000
	<u>89,765</u>	<u>90,000</u>	<u>90,000</u>	<u>90,000</u>
MISCELLANEOUS REVENUE				
380 Miscellaneous Revenues	15,161	14,000	14,000	14,000
381 Interest Earnings	15,853	5,000	12,000	7,000
	<u>31,014</u>	<u>19,000</u>	<u>26,000</u>	<u>21,000</u>
SERVICE REVENUE				
308 Refuse Collection Service	877,181	845,000	870,000	880,000
309 Refuse Penalties	10,854	10,000	10,000	10,000
	<u>888,035</u>	<u>855,000</u>	<u>880,000</u>	<u>890,000</u>
TOTAL REFUSE FUND REVENUES	<u>1,008,814</u>	<u>964,000</u>	<u>996,000</u>	<u>1,001,000</u>

History
Refuse

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	19,179	20,779	22,598	24,252	24,252	24,966	-	24,966
Services	891,889	887,668	898,671	931,039	925,591	971,422	-	971,422
Miscellaneous	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-
Total Budget	911,068	908,447	921,269	955,291	949,843	996,388	-	996,388
Annualized Growth		-0.29%	1.41%		3.10%	4.90%		4.90%
From 21/22 Base Year			1.12%		4.26%	9.36%		9.36%

Refuse
Detail Summary
Fiscal Year 2025-2026
49-49

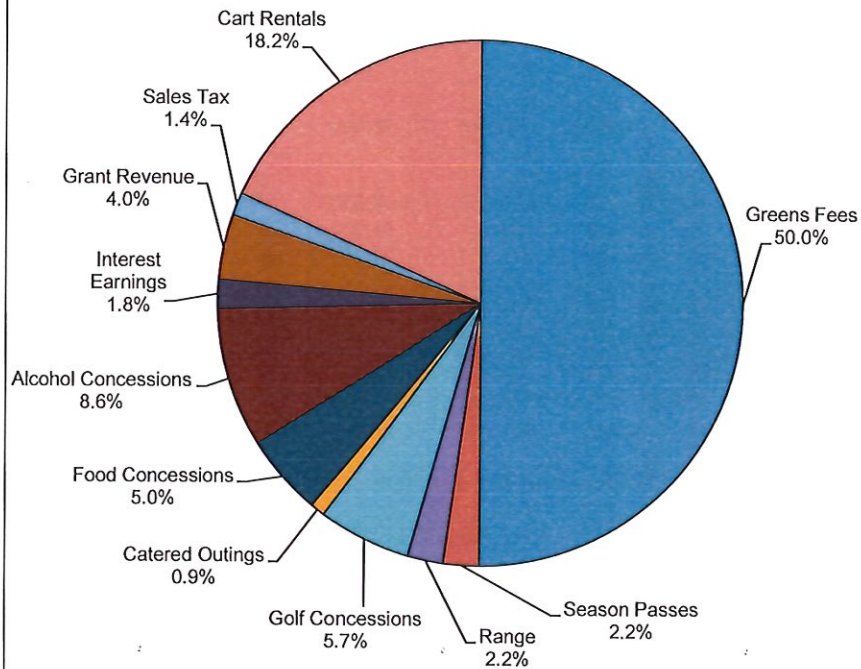
		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
429	Part Time Wages	20,715	22,231	22,231	22,972	-	22,972
463	FICA	1,585	1,701	1,701	1,758	-	1,758
472	Unemployment Insurance	-	-	-	-	-	-
473	Workers Comp Insurance	298	320	320	236	-	236
	Subtotal Personnel	22,598	24,252	24,252	24,966	-	24,966
700	Services						
739	F & A Administration	123,212	131,927	131,927	155,036	-	155,036
775	Compost	-	5,000	-	5,000	-	5,000
778	Compost Dumpsters	14,701	20,700	16,642	20,700	-	20,700
791	Management Services	729,383	740,000	743,800	744,000	-	744,000
797	Public Services Admin	31,155	32,912	32,912	46,186	-	46,186
799	Miscellaneous Services	220	500	310	500	-	500
	Subtotal Services	898,671	931,039	925,591	971,422	-	971,422
800	Miscellaneous						
839	Interfund Transfer	-	-	-	-	-	-
	Subtotal Miscellaneous	-	-	-	-	-	-
900	Capital						
913	Buildings	-	-	-	-	-	-
	Subtotal Services	-	-	-	-	-	-
	Total Expenses	921,269	955,291	949,843	996,388	-	996,388
	Capital Items		Submitted	Mgr. Rec.	-		

Belk Park Golf Course
Fund Summary
Fiscal Year 2025-2026
Fund 50

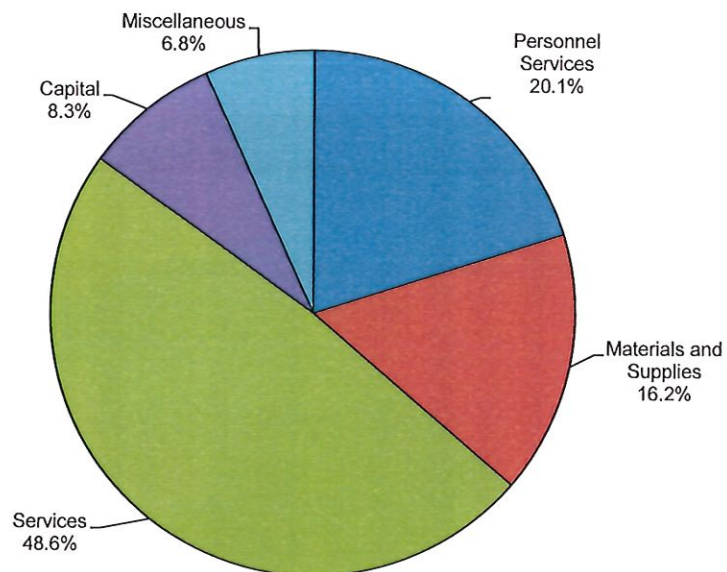
	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance							
May 1				321,259	108,096		108,096
RESOURCES							
202 Sales Tax	12,626	14,445	16,648	15,000	15,500		15,500
218 Grant Revenue					43,839		43,839
263 Interfund Loan Proceeds	83,627						
338 Catered Outings	8,917	10,237	10,053	9,000	10,000		10,000
339 Alcohol Concessions	75,652	86,538	99,431	95,000	95,000	-	95,000
340 Food Concessions	41,410	48,780	57,871	53,000	55,000	-	55,000
341 Range	11,372	15,678	22,973	24,000	24,000	-	24,000
342 Cart Rentals	165,733	192,782	211,328	200,000	200,000	-	200,000
346 Greens Fees	421,284	469,135	553,581	550,000	550,000	-	550,000
355 Season Passes	17,445	17,010	22,378	24,000	24,000	-	24,000
358 Golf Concessions	51,382	55,884	63,497	62,000	62,000	-	62,000
380 Miscellaneous	-	-	20,471	660	-	-	-
381 Interest Earnings	342	8,455	47,073	45,000	20,000	-	20,000
389 Proceeds Sale of Assets	3,000	-	-	-	-	-	-
Annual Receipts	892,790	918,944	1,125,304	1,077,660	1,099,339	-	1,099,339
Total Available	892,790	918,944	1,125,304	1,398,919	1,207,435	-	1,207,435
EXPENSES							
Personnel Services	120,164	140,395	198,447	214,567	205,825	-	205,825
Materials and Supplies	125,887	152,006	190,349	156,950	166,150	-	166,150
Dues Subs Training	250	625	1,024	2,000	2,000	-	2,000
Services	432,518	425,245	453,784	485,804	497,155	-	497,155
Miscellaneous	30,127	36,797	68,327	67,602	67,517	-	67,517
Capital	240,348	21,985	34,875	363,900	141,378	-	85,375
Annual Expenses	949,294	777,053	946,806	1,290,823	1,080,024	-	1,024,022
Estimated Ending Cash				108,096	127,411		183,414
Annual Position	(56,504)	141,891	178,498	(213,163)	19,315		75,318

Belk Park Golf Course Fund
Summary of Resources/Expenses
Fiscal Year 2025-2026

Revenues



Expenses



BELK PARK GOLF COURSE
FY 2025/26

The goal of the Belk Park Golf Course is to provide our customers the products and services that they expect, demand, and deserve. Our position in the market is solid. We continue to excel in providing the best product at a fair price. Our staff has made a conscious commitment to service during this fiscal period. We have again been voted “Best Golf Course” in the Best of the Best in the Riverbend Region. We continue to strive to be one of the highest rated courses in our area.

History
Belk Park Golf Course-Maintenance

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Services	360,909	364,935	401,485	400,740	397,704	410,128	-	410,128
Miscellaneous	15,201	22,081	20,516	19,766	19,766	19,681	-	19,681
Capital	112,965	21,985	34,875	353,900	353,900	121,378	-	65,375
Total Budget	489,075	409,001	456,876	774,406	771,370	551,186	-	495,184
Annualized Growth		-16.37%	11.71%		68.84%	-28.54%		-35.80%
From 21/22 Base Year			-6.58%		57.72%	12.70%		1.25%

Belk Park Golf Course- Maintenance
Detail Summary
Fiscal Year 2025-2026
50-51

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
786	Telephone	-	-	-	-	-	-
792	Professional Services	394,021	394,740	396,204	404,128	-	404,128
793	Course Repairs & Maintenance	7,464	6,000	1,500	6,000	-	6,000
	Subtotal Services	401,485	400,740	397,704	410,128	-	410,128
800	Miscellaneous						
829	General Insurance	2,460	1,710	1,710	1,625	-	1,625
862	Interest Expense	-	-	-	-	-	-
863	Lease Purchase	18,056	18,056	18,056	18,056	-	18,056
	Subtotal Miscellaneous	20,516	19,766	19,766	19,681	-	19,681
900	Capital						
916	Major Improvements	-	300,000	300,000	-	-	-
939	Equipment	34,875	53,900	53,900	121,378	-	65,375
	Subtotal Capital	34,875	353,900	353,900	121,378	-	65,375
	Total Expenses	456,876	774,406	771,370	551,186	-	495,184
	Capital Items		Submitted	Mgr. Rec.	-		
939	Rough Mower		56,003	-			
939	Greensmower		65,375	65,375			

History

Belk Park Golf Course- Clubhouse

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	109,130	128,270	183,189	175,001	199,984	191,256	-	191,256
Materials and Supplies	66,975	82,239	99,018	75,050	75,550	81,750	-	81,750
Dues Subs Training	250	625	1,024	375	2,000	2,000	-	2,000
Services	68,256	57,639	50,153	89,100	85,600	84,527	-	84,527
Miscellaneous	14,926	14,716	47,811	47,959	47,836	47,836	-	47,836
Capital	127,383	-	-	10,000	10,000	20,000	-	20,000
Total Budget	386,920	283,489	381,195	397,485	420,970	427,369	-	427,369
Annualized Growth		-26.73%	34.47%		10.43%	1.52%		1.52%
From 21/22 Base Year			-1.48%		8.80%	10.45%		10.45%

Belk Park Golf Course- Club House
Detail Summary
Fiscal Year 2025-2026
50-52

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	61,294	61,201	61,201	100,000	-	100,000
421	Seasonal Wages	70,114	71,200	75,000	40,000	-	40,000
429	Part Time Wages	312	-	725	-	-	-
451	Longevity	-	2,295	2,295	-	-	-
463	FICA and Medicare	10,066	10,304	10,304	10,863	-	10,863
469	IMRF	12,774	13,011	13,011	7,222	-	7,222
472	Unemployment Insurance	-	-	-	-	-	-
473	Workers Comp Insurance	432	498	356	375	-	375
474	Health Insurance	28,097	16,492	16,492	30,796	-	30,796
489	Miscellaneous Wages	-	-	20,600	2,000	-	2,000
498	Employee Medical Expense	100	-	-	-	-	-
	Subtotal Personnel	183,189	175,001	199,984	191,256	-	191,256
500	Materials and Supplies						
511	Postage	100	100	100	100	-	100
519	Office Supplies	1,239	650	650	650	-	650
521	Gasoline and Maint. Kits - Carts	14,414	16,000	16,000	16,000	-	16,000
539	Other Const Supplies	-	-	-	-	-	-
541	Janitorial Supplies	920	1,300	1,300	1,300	-	1,300
549	Building Maintenance Supplies	1,431	1,200	1,200	1,200	-	1,200
571	Business After Hours	-	-	-	-	-	-
572	Non-Consumable	295	-	-	-	-	-
573	Sales Tax	4,713	4,000	4,500	4,500	-	4,500
578	Special Order	7,354	6,000	6,000	6,000	-	6,000
579	Items For Resale	47,655	28,800	28,800	35,000	-	35,000
582	Credit Card Charges	15,413	14,000	14,000	14,000	-	14,000
588	Driving Range	4,504	2,000	2,000	2,000	-	2,000
598	Cash Over/Short	-	-	-	-	-	-
599	Miscellaneous Supplies	980	1,000	1,000	1,000	-	1,000
	Subtotal Materials and Supplies	99,018	75,050	75,550	81,750	-	81,750
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	1,024	375	2,000	2,000	-	2,000
	Subtotal Dues Subscriptions Training	1,024	375	2,000	2,000	-	2,000

Belk Park Golf Course- Club House
Detail Summary
Fiscal Year 2025-2026
50-52

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700	Services						
739	F & A Administration	-	36,000	36,000	33,927	-	33,927
742	Printing	-	100	100	100	-	100
749	Advertising	2,736	5,000	1,500	2,500	-	2,500
752	Contract Building Maintenance	7,112	5,500	5,500	5,500	-	5,500
758	Golf Car Maintenance	1,739	1,000	1,000	1,000	-	1,000
759	Equipment Maintenance	-	-	-	-	-	-
769	Rentals	-	-	-	-	-	-
781	Water	1,477	1,500	1,500	1,500	-	1,500
783	Electric and Gas	24,066	26,000	26,000	26,000	-	26,000
786	Telephone	4,842	5,000	5,000	5,000	-	5,000
792	Professional Services	6,781	8,000	8,000	8,000	-	8,000
799	Miscellaneous Services	1,400	1,000	1,000	1,000	-	1,000
	Subtotal Services	50,153	89,100	85,600	84,527	-	84,527
800	Miscellaneous						
811	Trans to Cap Trust	-	-				-
814	Transfer to General	-	-				-
829	General Insurance	1,710	2,460	2,337	2,337	-	2,337
862	Interest Expense	602	-			-	-
863	Lease Purchase	-	-			-	-
865	Golf Cart Lease	45,499	45,499	45,499	45,499	-	45,499
	Subtotal Miscellaneous	47,811	47,959	47,836	47,836	-	47,836
900	Capital						
916	Major Improvements	-	10,000	10,000	20,000	-	20,000
933	Office Equipment	-	-			-	-
939	Equipment	-	-			-	-
	Subtotal Capital	-	10,000	10,000	20,000	-	20,000
	Total Expenses	381,195	397,485	420,970	427,369	-	427,369
	Capital Items		Submitted	Mgr Rec	-		
916	Patio Roof Extension		15,000	15,000			
916	Belk Park fountain		5,000	5,000			

History

Belk Park Golf Course-Food Concessions

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Personnel Services	11,034	12,125	15,258	14,583	14,583	14,569	-	14,569
Materials and Supplies	58,912	69,767	91,331	74,400	81,400	84,400	-	84,400
Services	3,353	2,671	2,146	2,500	2,500	2,500	-	2,500
Total Budget	73,299	84,563	108,735	91,483	98,483	101,469	-	101,469
Annualized Growth		15.37%	28.58%		-9.43%	3.03%		3.03%
From 21/22 Base Year			48.34%		34.36%	38.43%		38.43%

Belk Park Golf Course- Food Concessions
Detail Summary
Fiscal Year 2025-2026
50-53

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
421	Seasonal Wages	14,130	13,500	13,500	13,500	-	13,500
463	Medicare	1,081	1,033	1,033	1,033	-	1,033
473	Workers Comp Insurance	47	50	50	36	-	36
	Subtotal Personnel	15,258	14,583	14,583	14,569	-	14,569
500	Materials and Supplies						
571	Food	28,689	24,000	25,000	25,000	-	25,000
572	Non-Consumable	2,342	2,400	2,400	2,400	-	2,400
573	Sales Tax	12,145	11,500	11,500	11,500	-	11,500
574	Alcohol	44,130	36,000	42,000	45,000	-	45,000
599	Miscellaneous Supplies	4,025	500	500	500	-	500
	Subtotal Mtrl's & Supplies	91,331	74,400	81,400	84,400	-	84,400
700	Services						
714	Catering	2,146	2,500	2,500	2,500	-	2,500
	Subtotal Services	2,146	2,500	2,500	2,500	-	2,500
	Total Expenses	108,735	91,483	98,483	101,469	-	101,469

CAPITAL PROJECT IMPROVEMENT FUNDS

Westside Business District	131
Riverbend Business District #3	133
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Capital Improvements & Development	141-142
Non-Home Rule Sales Tax	143
Recreation Center Fund	144-146

City of Wood River
Westside Business District
Fiscal Year 2025-2026
Fund 61

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				3,365	3,807		3,807
RESOURCES							
201 Bus District Tax	5,639	4,951	4,724	4,300	4,000	-	4,000
381 Interest Revenue	-	30	128	150	100	-	100
415 Transfer from Other Funds	1,795	-	-		-	-	-
Annual Receipts	7,434	4,981	4,852	4,450	4,100	-	4,100
Total Available	7,434	4,981	4,852	7,815	7,907	-	7,907
EXPENSES							
888 Sales Tax Rebate	5,065	4,604	4,233	4,008	3,600	-	3,600
Annual Expenses	5,065	4,604	4,233	4,008	3,600	-	3,600
Estimated Ending Cash Balance				3,807	4,307	-	4,307
Annual Position	2,369	377	619	442	500	-	500

City of Wood River
Riverbend Business District #3
Fiscal Year 2025-2026
Fund 62

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				94,598	131,598		131,598
RESOURCES							
201 Bus District Tax	31,506	31,324	28,771	33,000	30,000	-	30,000
381 Interest Revenue	8	832	3,810	4,000	3,500	-	3,500
415 Transfer from Other Funds	5,804	-	-		-	-	-
Annual Receipts	37,318	32,156	32,581	37,000	33,500	-	33,500
Total Available	-	-	32,581	131,598	165,098	-	165,098
EXPENSES							
792 Professional Services					5,000	-	5,000
888 Sales Tax Rebate	7,458	-	-		-	-	-
Annual Expenses	7,458	-	-	-	5,000	-	5,000
Estimated Ending Cash Balance				131,598	160,098	-	160,098
Annual Position	29,860	32,156	32,581	37,000	28,500	-	28,500

TIF #3
Capital Project
Fiscal Year 2025-2026
Fund 81

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				294,518	476,018		476,018
RESOURCES							
201 Property Tax	150,648	189,752	284,851	423,000	423,000	-	423,000
381 Interest	866	5,131	15,689	20,000	6,000	-	6,000
380 Miscellaneous							
396 Interfund Transfer	-	-			-	-	-
Annual Receipts	151,514	194,883	300,540	443,000	429,000	-	429,000
Total Available	151,514	194,883	300,540	737,518	905,018	-	905,018
EXPENSES							
Materials and Supplies	-	-	-	-	-	-	-
Dues Subscriptions Training	650	1,025	650	1,750	5,650	-	5,650
Services	539	3,102	2,305	1,000	10,000	-	10,000
Miscellaneous	69,875	143,415	247,974	258,750	450,000	-	450,000
Capital	-	-	-	-	-	-	-
Annual Expenses	71,064	147,542	250,929	261,500	465,650	-	465,650
Estimated Ending Cash Balance				476,018	439,368	-	439,368
Annual Position	80,450	47,341	49,611	181,500	(36,650)	-	(36,650)

TIF #3
Detail Summary
Fiscal Year 2025-2026
Fund 81

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
500 Materials and Supplies						
549 Building Supplies	-	-		-	-	-
Subtotal Materials and Supplies	-	-	-	-	-	-
600 Dues Subscriptions Training						
619 Dues	650	650	650	650	-	650
659 Meetings and Conferences	-	5,000	1,100	5,000	-	5,000
Subtotal Dues Subs Training	650	5,650	1,750	5,650	-	5,650
700 Services						
792 Professional Services	2,305	10,000	1,000	10,000	-	10,000
Subtotal Services	2,305	10,000	1,000	10,000	-	10,000
800 Miscellaneous						
819 Fund Transfers	-	-		-	-	-
889 Business Assistance	247,974	450,000	258,750	450,000	-	450,000
Subtotal Miscellaneous	247,974	450,000	258,750	450,000	-	450,000
900 Capital						
916 Major Improvements	-	-		-	-	-
917 Water System Upgrade		-		-	-	-
918 Wastewater Plant Upgrades		-		-	-	-
Subtotal Capital	-	-	-	-	-	-
Total Expenses	250,929	465,650	261,500	465,650	-	465,650
Capital Items	Submitted	Mgr Rec	-			

City of Wood River
Riverbend Business District #4
Fiscal Year 2025-2026
Fund 85

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				81,172	111,872		111,872
RESOURCES							
201 Bus District Tax	28,500	28,512	17,941	27,000	25,000	-	25,000
381 Interest Revenue	9	805	3,512	3,700	2,500	-	2,500
415 Transfer from Other Funds	1,893	-	998,080	-	-	-	-
Annual Receipts	30,402	29,317	1,019,533	30,700	27,500	-	27,500
Total Available	30,402	29,317	1,019,533	111,872	139,372	-	139,372
EXPENSES							
792 Professional Services	-	-	-		5,000	-	5,000
903 6th Street Retention	-	-	998,080				
919 Property					-		
Annual Expenses	-	-	998,080	-	5,000	-	5,000
Estimated Ending Cash Balance				111,872	134,372	-	134,372
Annual Position	30,402	29,317	21,453	30,700	22,500	-	22,500

City of Wood River
Riverbend Business District #1
Fiscal Year 2025-2026
Fund 86

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				1,243,918	1,918,918		1,918,918
RESOURCES							
201 Bus District Tax	574,950	571,404	610,974	615,000	615,000	-	615,000
381 Interest Revenue	2,632	31,447	72,652	60,000	55,000	-	55,000
Annual Receipts	577,582	602,851	683,626	675,000	670,000	-	670,000
Total Available	577,582	602,851	683,626	1,918,918	2,588,918	-	2,588,918
EXPENSES							
Professional Services	-	297	-	-	25,000	-	25,000
Miscellaneous	621	-	998,080	-	-	-	-
Major Improvements	-	-	-	-	-	-	-
Annual Expenses	621	297	998,080	-	25,000	-	25,000
Estimated Ending Cash Balance				1,918,918	2,563,918	-	2,563,918
Annual Position	576,961	602,554	(314,454)	675,000	645,000	-	645,000

Riverbend Business District #1
Detail Summary
Fiscal Year 2025-2026
Fund 86

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700 Services						
730 Bond Issuance/Refinance						-
791 Management Services						-
792 Professional Services		25,000		25,000	-	25,000
Subtotal Services	-	25,000	-	25,000	-	25,000
800 Miscellaneous						
819 Transfer Out	998,080	-		-		-
820 Payment to Escrow						
888 Sales Tax Rebate	-	-		-		-
Subtotal Miscellaneous	998,080	-	-	-	-	-
900 Capital						
916 Major Improvements	-	-		-	-	-
Subtotal Capital	-	-	-	-	-	-
Total Expenses	998,080	25,000	-	25,000	-	25,000
Capital Items	Submitted	Mgr Rec	-			

Capital Improvements and Development Fund
Capital Project
Fiscal Year 2025-2026
Fund 87

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				2,768,816	1,430,863		1,430,863
RESOURCES							
200 American Rescue Plan	683,893	683,893		-	-		-
218 Grant Revenue			243,710	138,575	110,000		110,000
256 Madison County Grant	-	57,717			77,000	-	77,000
365 Utility Tax-Telephone	98,083	89,788	79,937	68,000	65,000	-	65,000
366 Utility Tax-Gas	227,421	223,123	178,697	182,000	180,000	-	180,000
367 Utility Tax-Electric	489,834	461,285	445,727	448,000	475,000	-	475,000
369 Civic Fees (Aggregation)	35,987	24,531	17,494	16,000	16,000	-	16,000
380 Miscellaneous	76,165	-		195,476	-	-	-
381 Interest	(10,862)	37,890	93,647	113,000	65,000	-	65,000
387 Loan Proceeds	-	-			350,000	-	350,000
388 Proceeds of Sales	-	-	47,330		200,000	-	200,000
392 Donations	10,000	-			-	-	-
396 Interfund Transfers	-	-		10,000	10,000	-	10,000
Annual Receipts	1,610,521	1,578,227	1,106,542	1,171,051	1,548,000	-	1,548,000
Total Available	1,610,521	1,578,227	1,106,542	3,939,867	2,978,863	-	2,978,863
EXPENSES							
Materials and Supplies	199,077	309,274	207,780	394,451	307,000	-	307,000
Services	20,239	174,487	112,014	150,000	150,000	-	150,000
Miscellaneous	527,210	1,084,521	309,350	188,871	200,000	-	200,000
Capital	2,669	6,242	130,525	1,775,682	190,000	-	190,000
Annual Expenses	749,195	1,574,524	759,669	2,509,004	847,000	-	847,000
Estimated Ending Cash Balance				1,430,863	2,131,863	-	2,131,863
Annual Position	861,326	3,703	346,873	(1,337,953)	701,000	-	701,000

Capital Improvements and Development Fund
Detail Summary
Fiscal Year 2025-2026
Fund 87

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
500 Materials and Supplies						
534 Asphalt	169,148	380,851	380,851	300,000	-	300,000
574 Community Celebration	4,282	-	2,600	5,000	-	5,000
599 Miscellaneous Supplies	34,350	2,000	11,000	2,000	-	2,000
Subtotal Materials and Supplies	207,780	382,851	394,451	307,000	-	307,000
700 Services						
792 Professional Services	112,014	150,000	150,000	150,000	-	150,000
Subtotal Services	112,014	150,000	150,000	150,000	-	150,000
800 Miscellaneous						
819 Fund Transfers	58,614	-	68,871	-	-	-
850 Home Ownership Program	27,051	50,000	20,000	50,000		50,000
851 Exterior Renovation Program	-	50,000	-	50,000		50,000
860 Economic Development	80,654	100,000	100,000	100,000		100,000
899 Debt Service	143,031	-		-	-	-
Subtotal Miscellaneous	309,350	200,000	188,871	200,000	-	200,000
900 Capital						
916 Major Improvements	128,467	370,000	180,000	175,000	-	175,000
919 Property	2,058	-	5,000		-	-
929 Vehicles			1,160,521	-		
939 Equipment	-	415,161	415,161	-	-	-
999 Contingency		-	15,000	15,000	-	15,000
Subtotal Capital	130,525	785,161	1,775,682	190,000	-	190,000
Total Expenses	759,669	1,518,012	2,509,004	847,000	-	847,000
Capital Items	Submitted	Mgr Rec				
welcome to Wood River sign	100,000	100,000				
Demolition of Property	75,000	75,000				

City of Wood River
Non-Home Rule Sales Tax
Fiscal Year 2025-2026
Fund 89

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				2,306,453	4,381,542		4,381,542
RESOURCES							
202 Sales Tax	1,705,988	1,718,434	1,824,009	1,850,000	1,850,000	-	1,850,000
218 State Grants	-	-	2,500,000	121,025	850,000	-	850,000
257 County Grants	-	28,143	-	-	-	-	-
380 Miscellaneous Revenues	5,940	4,950	4,950	14,260	-	-	-
381 Interest Revenue	7,950	37,022	112,798	95,000	95,000	-	95,000
386 Debt Proceeds- State St. Sewer Sep.	-	-	728,668	3,634,564	350,000	-	350,000
387 Debt Proceeds-E. Side Detention	-	2,045,649	-	-	-	-	-
388 Debt Proceeds- 6th St Detention	-	-	-	-	-	-	-
390 Proceeds Sale of Assets	218,000	-	-	-	-	-	200,000
415 Transfer from Other Funds	-	-	-	-	-	-	-
Annual Receipts	1,937,878	3,834,198	5,170,425	5,714,849	3,145,000	-	3,345,000
Total Available	-	-	5,170,425	8,021,302	7,526,542	-	7,726,542
EXPENSES							
809 Transfers to Rec Center		627,500	58,612		-	-	-
868 State St. Sewer Sep Loan Payment			-	120,380	120,380	-	120,380
869 Rec Center Loan Payment		887,547	775,522	777,595	774,381	-	774,381
870 East Side Loan Payment			77,987	78,125	78,125	-	78,125
901 East Side Detention	1,210,939	1,064,125	23,815	15,000	-	-	-
902 Recreation Center	596,255	257,164	189,828	-	-	-	-
903 6th Street Detention	235,503	145,693	110,765	100,000	850,000	-	850,000
904 State St. Sewer Sep	354,471	185,754	2,626,942	800,000	350,000	-	350,000
905 Water Tower Painting	129,512	2,315	171,222	-	-	-	-
906 Alton/Edwardsville Road	-	1,690	-	-	-	-	-
907 Roundhouse Repairs		41,911	51,172	-	-	-	-
908 East End Park / 14th St Park		78,722	16,521	-	-	-	-
909 Sidewalk Repair/Replace			-	550,000	500,000	-	500,000
910 Downtown Improvements			-	200,000	300,000	-	300,000
916 Major Improvements				798,660	1,014,000	-	989,000
999 Contingency	70,106	33,794	61,543	200,000	150,000	-	150,000
Annual Expenses	2,596,786	3,326,215	4,163,929	3,639,760	4,136,886	-	4,111,886
Estimated Ending Cash Balance				4,381,542	3,389,656	-	3,614,656
Annual Position	(658,908)	507,983	1,006,496	2,075,089	(991,886)	-	(766,886)
Capital Items		Submitted	Mgr Rec				
Water Main Line Replacement		\$ 175,000.00	\$ 175,000.00				
Fire Department Building Exterior Work		\$ 20,000.00	\$ 20,000.00				
Manhole/Pipe Lining		\$ 150,000.00	\$ 150,000.00				
Squad Vehicle Replacement (6)		\$ 350,000.00	\$ 350,000.00				
Tools and Hose - New Pumper		\$ 25,000.00	\$ 25,000.00				
Recreation Center Signage		\$ 32,000.00	\$ 32,000.00				
Landscaping at Recreation Center		\$ 50,000.00	\$ 25,000.00				
Fencing at Central Park		\$ 30,000.00	\$ 30,000.00				
Eastwood Lift Station Chopper Pumps		\$ 120,000.00	\$ 120,000.00				
Grand Stand Mower		\$ 12,000.00	\$ 12,000.00				
LED Sign at 550 Madison		\$ 50,000.00	\$ 50,000.00				

City of Wood River
Recreation Center Fund
Fiscal Year 2025-2026
Fund 90

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				183,457	206,217	-	206,217
RESOURCES							
Program Revenues					-	-	-
300 Basketball			-	5,485	6,000	-	6,000
301 Gymnastics			22,707	67,000	75,000	-	75,000
303 Special Events			-	500	10,000	-	10,000
306 Day Camp			2,676	25,000	50,000	-	50,000
307 Indoor Soccer				4,000	4,000	-	4,000
311 Tennis/Cheerleading				-	-	-	-
313 Volleyball			4,790	20,000	20,000	-	20,000
315 Afterschool Program				6,000	12,000	-	12,000
316 Pickleball			506	12,000	15,000	-	15,000
320 Rentals/Parties			5,608	40,000	50,000	-	50,000
304 Concessions			8,751	8,000	12,000	-	12,000
303 Memberships			18,407	75,000	86,000	-	86,000
322 Sponsorships/Donations			3,100	46,000	64,000	-	64,000
381 Interest		135,110	68,895	5,000	5,000	-	5,000
395 Roundhouse expenses				55,014	48,663	-	48,663
385 Local Grants			20,000	17,609	56,000	-	56,000
380 Miscellaneous Revenue			43,724	76,231	4,000	-	4,000
389 Debt Proceeds-Rec Center	-	9,972,500			-	-	-
396 Transfers from Non-Home Rule		627,500	58,612		-	-	-
Annual Receipts	-	10,735,110	257,776	462,839	517,663	-	517,663
Total Available	-	10,735,110	257,776	646,296	723,880	-	723,880
EXPENSES							
Personnel Services			44,707	334,589	315,481	-	315,481
Materials and Supplies			21,729	28,330	33,650	-	33,650
Dues Subs Training			-	-	-	-	-
Services			84,381	74,700	88,230	-	88,230
Miscellaneous			-	2,460	1,230	-	1,230
Capital		6,744,704	3,913,908	-	70,000	-	70,000
Annual Expenses	-	6,744,704	4,064,725	440,079	508,591	-	508,591
Estimated Ending Cash Balance				206,217	215,289	-	215,289
Annual Position	-	3,990,406	(3,806,949)	22,760	9,072	-	9,072

Recreation Center Fund
Detail Summary
Fiscal Year 2025-2026
Fund 90

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
400	Personnel						
419	Full Time Wages	3,494	35,000	36,700	37,132	-	37,132
421	Seasonal Wages	3,154	212,150	212,150	-	-	-
429	Part Time Wages	33,461	46,020	46,020	243,097	-	243,097
439	Overtime	-	-	-	-	-	-
451	Longevity	-	-	-	1,021	-	1,021
463	FICA and Medicare	3,068	22,485	22,560	21,573	-	21,573
469	Indoor Soccer	537	8,339	8,339	4,000	-	4,000
472	Unemployment Insurance	-	-	-	-	-	-
473	Workers Comp Insurance	-	200	200	138	-	138
474	Health Insurance	-	7,770	7,770	7,770	-	7,770
489	Miscellaneous Wages	-	750	750	750	-	750
498	Employee Medical Expense	993	-	100	-	-	-
	Subtotal Personnel	44,707	332,714	334,589	315,481	-	315,481
500	Material and Supplies						
300	Recreation Programs	3,396	-	-	-	-	-
300	Basketball	-	4,600	4,000	4,000	-	4,000
301	Gymnastics	2,156	500	725	500	-	500
303	Special Events	-	350	-	350	-	350
304	Concessions	3,707	20,000	4,000	6,000	-	6,000
306	Day Camp	2,349	5,000	1,625	3,000	-	3,000
311	Tennis/Cheerleading	-	-	-	-	-	-
313	Volleyball	628	2,600	2,600	2,600	-	2,600
315	Pickleball	-	-	1,800	2,500	-	2,500
316	Equipment	81	-	180	250	-	250
317	After School Program	-	5,000	300	500	-	500
511	Postage	167	1,000	1,000	-	-	-
519	Office Supplies	755	1,000	1,000	1,000	-	1,000
521	Gasoline	-	-	-	-	-	-
529	Vehicle Supplies	-	-	-	-	-	-
541	Janitorial Supplies	3,375	4,000	4,000	4,500	-	4,500
549	Building Maint Supplies	2,387	3,000	1,000	1,500	-	1,500
565	Recreation Supplies	1,580	4,750	3,000	4,000	-	4,000
573	Sales Tax	-	-	250	250	-	250
582	Credit Card Charges	419	-	1,700	1,700	-	1,700
589	Minor Tools & Equipment	-	500	250	500	-	500
594	Uniforms	644	500	500	500	-	500
597	Grants	-	-	-	-	-	-
598	Cash Over/Short	5	-	-	-	-	-
599	Miscellaneous Supplies	80	-	400	-	-	-
	Subtotal Mtrls & Supplies	21,729	52,800	28,330	33,650	-	33,650
600	Dues Subscriptions Training						
619	Dues to Prof Organizations	-	-	-	-	-	-
639	Travel Expenses	-	-	-	-	-	-
659	Meetings and Conferences	-	-	-	-	-	-
	Subtotal Dues Subs Training	-	-	-	-	-	-

Recreation Center Fund
Detail Summary
Fiscal Year 2025-2026
Fund 90

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
700 Services						
719 Vehicle & Equipment Maintenance			-	-	-	-
742 Printing		600	-	-	-	-
749 Advertising	900	7,500	-	1,500	-	1,500
751 Office Equipment Maintenance		500	-	500	-	500
752 Contract Building Maintenance	448	3,500	3,500	3,500	-	3,500
781 Water and Sewer	205	1,200	1,200	1,200	-	1,200
783 Electric and Gas	37,678	47,000	50,000	50,000	-	50,000
786 Telephone	7,726	13,500	12,000	12,250	-	12,250
792 Professional Services	37,424	8,000	8,000	8,000	-	8,000
796 IT Services	-	11,280	-	11,280	-	11,280
799 Miscellaneous Services	-	-	-	-	-	-
Subtotal Services	84,381	93,080	74,700	88,230	-	88,230
800 Miscellaneous						
819 Interfund Transfers			10,000	10,000		10,000
829 General Insurance		2,460	2,460	1,230	-	1,230
863 Lease Purchase	-	-	-	-	-	-
Subtotal Miscellaneous	-	2,460	2,460	1,230	-	1,230
900 Capital						
901 Recreation Center	3,913,908					
916 Major Improvements	-	-		110,000		70,000
939 Equipment						-
Subtotal Capital	3,913,908	-	-	110,000	-	70,000
Total Expenses	4,064,725	481,054	440,079	548,591	-	508,591
Capital Items	Submitted	Mgr Rec	-			
916 Gymnasium Soundproofing	40,000	-				
916 Weights	70,000	70,000				

SPECIAL REVENUE AND BUSINESS FUNDS

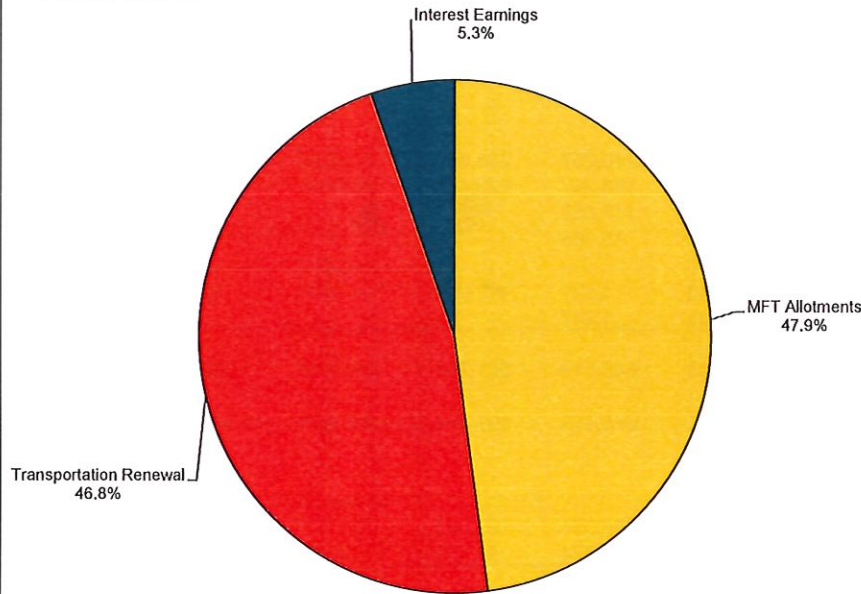
Motor Fuel Tax	149-151
Insurance Fund	153-154
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Wood River Public Library	159-164

Motor Fuel Tax
Detail Summary
Fiscal Year 2025-2026
Fund 21

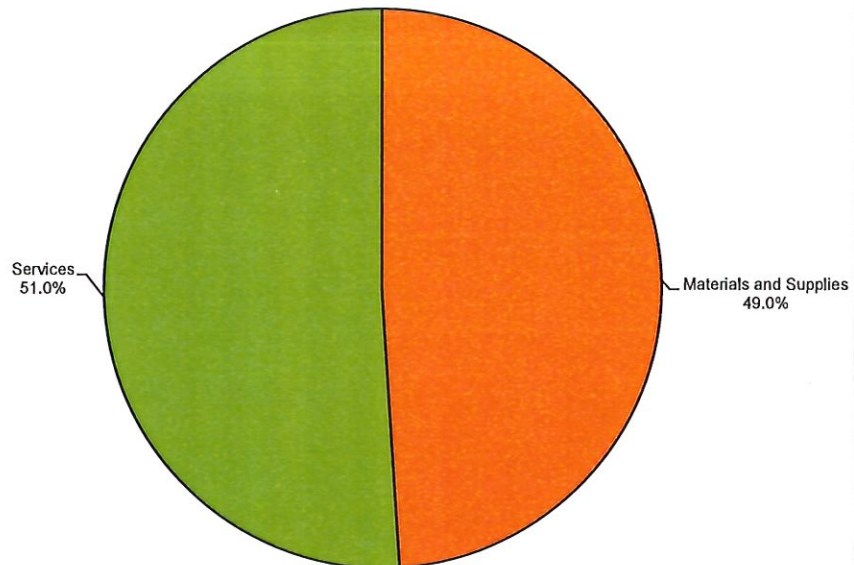
	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				951,209	1,043,099		1,043,099
RESOURCES							
266 MFT Allotments	239,459	240,057	238,664	232,000	235,000	-	225,000
267 Transportation Renewal	184,725	188,267	220,455	232,000	220,000	-	220,000
270 Rebuild Illinois	234,113	117,056	-	-	-	-	-
264 County Grant	-	85,365	-	-	-	-	-
380 Misc Revenues	800	-	-	45,630	-	-	-
381 Interest Earnings	2,443	13,521	42,095	40,000	25,000	-	25,000
401 Interfund Transfer	4,565	1,247	-	-	-	-	-
Annual Receipts	666,105	645,513	501,214	549,630	480,000	-	470,000
Total Available	666,105	645,513	501,214	1,500,839	1,523,099	-	1,513,099
EXPENSES							
Materials and Supplies	156,221	124,577	195,545	361,175	450,223	-	450,223
Services	220,770	675,874	41,174	96,565	469,056	-	469,056
Annual Expenses	376,991	800,451	236,719	457,740	919,279	-	919,279
Estimated Ending Cash Balance				1,043,099	603,820	-	593,820
Annual Position	289,114	(154,938)	264,495	91,890	(439,279)	-	(449,279)

Motor Fuel Tax
Summary of Resources/ Expenses
Fiscal Year 2025-2026

Resources



Expenses



Motor Fuel Tax
Detail Summary
Fiscal Year 2025-2026
Fund 21

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
500 Materials and Supplies						
550 Ice and Snow Removal	40,639	80,290	41,000	80,290	-	80,290
552 Bituminous Patching	10,984	51,700	30,000	51,700	-	51,700
554 Aggregate	4,078	38,158	15,000	38,158	-	38,158
556 Traffic Signs	7,315	24,900	20,000	24,900	-	24,900
558 Contract Maintenance	24,583	24,900	24,900	24,900	-	24,900
560 Reseal Streets and Alleys	70,477	101,200	101,200	101,200	-	101,200
562 Concrete Patching	556	24,925	24,925	24,925	-	24,925
565 Traffic Signal Maintenance	-	24,900	24,900	24,900	-	24,900
568 Pavement Marking	4,898	24,950	24,950	24,950	-	24,950
570 Miscellaneous Materials	1,496	24,900	24,900	24,900	-	24,900
571 Tree and Stump Removal	-	15,000	15,000	15,000	-	15,000
587 Seal Coat Aggregate	30,519	14,400	14,400	14,400	-	14,400
Subtotal Materials and Supplies	195,545	450,223	361,175	450,223	-	450,223
700 Services						
701 E Acton Avenue			-	-		
702 6th St Project			-	-	-	-
703 Wood River Avenue		-	50,000	-		
725 MFT Maintenance Engineering	21,003	21,565	21,565	24,056	-	24,056
726 MFT Construction/Design Engineering	-	200,000	5,000	400,000	-	400,000
761 Equipment Rentals	20,171	20,000	20,000	20,000	-	20,000
763 Labor	-	-	-	-	-	-
764 Street Lights	-	25,000	-	25,000	-	25,000
765 Rental from Street Department	-	-	-	-	-	-
766 Private Rentals	-	-	-	-	-	-
769 Maintenance	-	-	-	-	-	-
791 Management Services	-	-	-	-	-	-
Subtotal Services	41,174	266,565	96,565	469,056	-	469,056
Total Expenses	236,719	716,788	457,740	919,279	-	919,279

City of Wood River
Insurance Fund
Fiscal Year 2025-2026
Fund 23

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance							
May 1				701,353	543,583		543,583
RESOURCES							
201 Property Tax	299,719	298,759	299,005	300,000	266,603	-	266,603
380 Misc Revenues	-	-	37		-	-	-
381 Interest Earnings	1,329	12,864	32,312	30,000	16,000	-	16,000
390 Employee Ins Prem	63,320	57,524	58,460	60,000	60,000	-	60,000
391 Retiree Ins Prem	133,554	100,637	94,067	100,000	100,000	-	100,000
392 Vision	(2)	(5)	-	490	-	-	-
393 Life Ins Premium	6,390	6,864	6,295	5,600	5,600	-	5,600
396 Interfund Transfer	1,521,257	1,359,922	1,290,273	1,373,676	1,698,888	-	1,698,888
397 Claim Payments	8,796	430	-	-	-	-	-
Annual Receipts	2,034,363	1,836,995	1,780,449	1,869,766	2,147,091	-	2,147,091
Total Available	2,034,363	1,836,995	1,780,449	2,571,119	2,690,674	-	2,690,674
EXPENSES							
Services	-	-	-	-	-	-	-
Miscellaneous	1,983,492	1,748,255	1,814,355	2,027,536	2,365,000	-	2,365,000
Annual Expenses	1,983,492	1,748,255	1,814,355	2,027,536	2,365,000	-	2,365,000
Estimated Ending Cash				543,583	325,674	-	325,674
Annual Position	50,871	88,740	(33,906)	(157,770)	(217,909)	-	(217,909)

Insurance Fund
Detail Summary
Fiscal Year 2025-2026
Fund 23

		FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
800	Miscellaneous						
819	Transfer to General Fund	100,000	150,000	150,000	150,000	-	150,000
821	Misc Claim Expense	11,992	25,000	-	25,000	-	25,000
824	Auto Liability/General	146,627	155,000	129,065	145,000	-	145,000
827	Public Officials Liability		-	-	-	-	-
828	Property	95,786	101,000	126,760	145,000	-	145,000
830	Crime/Excess Liability		-		-	-	-
831	Cyber Liability		-		-	-	-
840	IPBC Admin Expense	632	1,000	600	1,000	-	1,000
841	Retiree Insurance Expense	4,900	10,000	5,200	10,000	-	10,000
842	Safety Committee Expense	2,240	15,000	8,911	20,000	-	20,000
843	Employee Assist Program		-		-	-	-
844	Life Insurance	6,564	10,000	6,000	10,000	-	10,000
845	Health Insurance	1,251,276	1,315,000	1,382,000	1,616,000	-	1,616,000
846	Dental Insurance	52,038	60,000	60,000	66,000	-	66,000
848	Workers Compensation	137,399	145,000	152,200	170,000	-	170,000
850	Vision Insurance	4,901	-	6,800	7,000	-	7,000
	Subtotal Miscellaneous	1,814,355	1,987,000	2,027,536	2,365,000	-	2,365,000
	Total Expenses	1,814,355	1,987,000	2,027,536	2,365,000	-	2,365,000

City of Wood River
IMRF Fund
Fiscal Year 2025-2026
Fund 24

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance							
May 1				230,061	99,061		99,061
RESOURCES							
201 Property Tax	35,081	34,900	34,925	35,000	35,000	-	35,000
265 Replacement Tax	121,348	159,076	115,025	74,000	69,000	-	69,000
381 Interest Earnings	165	4,006	13,042	10,000	3,000	-	3,000
Annual Receipts	156,594	197,982	162,992	119,000	107,000	-	107,000
Total Available	156,594	197,982	162,992	349,061	206,061	-	206,061
EXPENSES							
819 Interfund Transfer	100,000	100,000	150,000	250,000	200,000	-	200,000
Annual Expenses	100,000	100,000	150,000	250,000	200,000	-	200,000
Estimated Ending Cash Balance	-	-		99,061	6,061	-	6,061
Annual Position	56,594	97,982	12,992	(131,000)	(93,000)	-	(93,000)

City of Wood River
Police Pension Fund
Fiscal Year 2025-2026
Fund 91

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				11,787,829	11,938,293		11,938,293
RESOURCES							
201 Property Tax	777,768	795,961	796,661	842,653	842,653	-	842,653
265 Corp Replacement Tax	870	3,251	2,551		-	-	-
380 Miscellaneous Revenues	-	-	-		-	-	-
381 Investment Earnings	(653,334)	(108,048)	993,390	350,000	350,000	-	350,000
395 Employee Contributions	128,283	134,731	134,318	155,000	160,000	-	160,000
396 Transfer of Contributions	-	235,578	-		-	-	-
Annual Receipts	253,587	1,061,473	1,926,920	1,347,653	1,352,653	-	1,352,653
Total Available	253,587	1,061,473	1,926,920	13,135,482	13,290,946	-	13,290,946
EXPENSES							
619 Dues Professional Org	795	-	-		795	-	795
639 Travel Expenses	-	-	-		-	-	-
659 Meetings & Conferences	1,625	1,000	450	1,000	1,000	-	1,000
710 Investment Fees	25,104	12,091	2,385	10,000	10,000	-	10,000
721 Legal Fees	6,041	6,000	6,000	6,450	6,500	-	6,500
722 Compliance Fees	2,119	2,853	-		-	-	-
739 Administration	-	3,000	1,500	1,500	1,500	-	1,500
750 Actuarial Expense	2,440	4,350	2,160	2,290	2,500	-	2,500
792 Professional Services	1,703	2,467	1,325	1,440	1,500	-	1,500
891 Retirement Payments	824,493	875,349	874,389	923,232	955,000	-	955,000
892 Disability Payments	39,434	40,197	40,961	41,726	43,000	-	43,000
894 Retirement-Widows	149,524	161,957	186,823	186,828	186,828	-	186,828
897 Transfer of Contributions	254,189	-	-		-	-	-
898 Refund of Contributions	28,064	55,308	-	22,723	-	-	-
899 Miscellaneous	-	10,359	5,690	-	-	-	-
Annual Expenses	1,335,531	1,174,931	1,121,683	1,197,189	1,208,623	-	1,208,623
Estimated Ending Cash Balance				11,938,293	12,082,323	-	12,082,323
Annual Position	(1,081,944)	(113,458)	805,237	150,464	144,030	-	144,030

City of Wood River
Fire Pension Fund
Fiscal Year 2025-2026
Fund 92

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Manager Recommended
Actual Beginning Cash Balance May 1				7,105,559	7,236,443		7,236,443
RESOURCES							
201 Property Tax	533,036	554,880	555,340	511,741	526,836	-	526,836
265 Corp Replacement Tax	547	2,300	1,840		-	-	-
380 Miscellaneous Revenues			25		-	-	-
381 Interest	1,670	5,908	17,468	12,500	5,000	-	5,000
382 Investment Earnings	(393,951)	46,043	654,913	210,000	210,000	-	210,000
395 Employee Contributions	82,491	87,181	93,829	97,000	99,000	-	99,000
Annual Receipts	223,793	696,312	1,323,415	831,241	840,836	-	840,836
Total Available	223,793	696,312	1,323,415	7,936,800	8,077,279	-	8,077,279
EXPENSES							
619 Dues Professional Org		1,590	-	1,620	795	-	795
639 Travel Expenses			-		-	-	-
659 Meetings & Conferences	530	-	450	-	1,000	-	1,000
710 Investment Fees	8,818	2,063	-	10,000	10,000	-	10,000
721 Legal Fees	1,493	-	-		1,500	-	1,500
722 Compliance Fees	1,141	-	-		-	-	-
739 Administration	2,000	2,000	2,000	2,000	2,000	-	2,000
750 Actuarial Expense	2,040	2,100	2,160	2,290	2,500	-	2,500
891 Retirement Payments	476,568	514,966	539,577	645,000	675,000	-	675,000
892 Disability Payments			-	-	-	-	-
894 Retirement-Widows	68,700	34,589	34,589	34,589	34,589	-	34,589
898 Refund of Contributions		158	-	4,858		-	-
899 Miscellaneous	137	4,649	6,589	-	-	-	-
Annual Expenses	561,427	562,115	585,365	700,357	727,384	-	727,384
Estimated Ending Cash Balance				7,236,443	7,349,895	-	7,349,895
Annual Position	(337,634)	134,197	738,050	130,884	113,452	-	113,452

**WOOD RIVER
LIBRARY FY 2025/26**

The mission of the Wood River Public Library is to bring the people and the resources of the Library together in order to enhance the lives of individuals and the community as a whole. The library provides access to materials and services to help residents obtain information meeting their personal, educational and professional interests and needs. The library is a part of the Illinois Heartland Library System.

City of Wood River
Library
Fiscal Year 2025-2026
Fund 25

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Board Approved
Actual Beginning Cash Balance May 1				596,024	458,183		458,183
RESOURCES							
201 Property Tax	358,321	357,159	357,609	357,000	378,600		378,600
203 Mobile Home Tax	275	238	251	250	250		250
265 Personal Pro Replace Tax	73,971	96,970	70,117	45,461	42,418		42,418
251 Library Fines	1,384	1,407	345	120	-		-
252 Card Replacement	26	20	20	12	20		20
263 Grants	17,216	15,434	15,434	22,839	57,700		57,700
285 Miscellaneous Copies	4,309	6,419	5,482	6,000	5,000		5,000
291 Lost Materials	1,636	1,777	1,439	1,100	1,500		1,500
292 Bus Passes	3,560	5,080	5,950	2,400	3,000		3,000
293 Coffee/Soda	275	461	402	280	300		300
340 Programs	495	1,442	550	800	500		500
350 WRH15 Revenue	2,463	1,560	1,560	2,560	2,560		2,560
380 Miscellaneous Receipts	3,349	5,352	3,075	4,000	3,000		3,000
381 Interest	68	9,055	29,955	30,000	10,000		10,000
390 Erate	2,015	1,231	2,100	1,400	1,500		1,500
392 Donations	9,718	15,050	7,487	5,000	5,000		5,000
393 Blessing Box	450	-	-	-	-		-
394 Community Garden	70	-	-	-	-		-
396 Interfund Transfers		128,781	-	-	-		-
Annual Receipts	479,601	647,436	501,777	479,222	511,348	-	511,348
Total Available	479,601	647,436	501,777	1,075,246	969,531	-	969,531
EXPENSES							
400 Personnel	224,466	247,226	280,519	348,073	406,910		406,910
500 Materials & Supplies	60,054	57,138	67,585	60,511	63,850		63,850
600 Dues and Training	962	1,689	802	785	1,700		1,700
700 Services	34,505	30,706	32,501	33,068	42,119		42,119
800 Miscellaneous	8,820	4,230	2,655	2,655	2,841		2,841
900 Building Fund	49,688	68,358	47,040	81,437	337,335		337,335
Annual Expenses	378,494	409,347	431,102	526,529	854,755		854,755
Estimated Ending Cash Balance				548,717	114,776		114,776
Annual Position	101,106	238,089	70,675	(47,307)	(343,407)		(343,407)

History
Library

	FY 21/22 Actual	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Board Approved
Personnel Services	224,466	247,226	280,519	403,358	348,073	406,910	-	406,910
Materials and Supplies	60,054	57,138	67,585	61,820	60,511	63,850	-	63,850
Dues Subs Training	962	1,689	802	1,700	785	1,700	-	1,700
Services	34,505	30,706	32,501	32,120	33,068	42,119	-	42,119
Miscellaneous	8,820	4,230	2,655	2,655	2,655	2,841	-	2,841
Building Fund	49,688	68,358	47,040	149,035	81,437	337,335	-	337,335
Total Budget	378,494	409,347	431,102	650,688	526,529	854,755		854,755
Annualized Growth		8.15%	5.31%	50.94%		62.34%		62.34%
From 21/22 Base Year			13.90%		39.11%	125.83%		

Library
Detail Summary
Fiscal Year 2025-2026
Fund 25

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Board Approved
400 Personnel						
419 Full Time Wages	101,890	175,137	165,319	207,784		207,784
429 Part Time Wages	112,166	102,804	82,834	81,255		81,255
439 Overtime			-	-		-
451 Longevity		-	-	3,387		3,387
463 FICA	16,028	21,262	18,479	22,370		22,370
469 IMRF	21,810	41,416	20,702	16,384		16,384
472 Unemployment Insurance	-	2,000	-	2,027		2,027
473 Workers Comp Insurance	63	104	104	54		54
474 Health Insurance	28,312	60,535	60,535	73,518		73,518
498 Employee Medical Expenses	250	100	100	131		131
Subtotal Personnel	280,519	403,358	348,073	406,910		406,910
500 Materials and Supplies						
511 Postage	133	220	216	250		250
512 Processing Materials	1,574	2,500	2,500	2,500		2,500
514 Other Circulation Items	-	-	-	-		-
515 Books	21,204	20,000	20,000	20,000		20,000
516 Periodicals	1,711	3,000	3,000	3,200		3,200
517 Professional and Reference	171	300	175	300		300
518 Online Resources	11,762	6,000	5,800	7,300		7,300
519 Office Supplies	2,520	2,500	2,000	2,500		2,500
520 Computer Equipment/Supplies	2,045	3,000	2,200	3,000		3,000
530 Lost Materials	396	1,500	1,020	1,500		1,500
541 Janitorial Supplies	985	800	1,500	2,000		2,000
565 Staff Apparel	360	300	200	300		300
566 Library Programs	9,870	9,000	9,000	9,000		9,000
567 Garden	-	-	-	-		-
568 Blessing Box	-	-	-	-		-
570 Bus Passes	5,793	4,000	2,400	3,000		3,000
571 Vending Supplies	605	400	200	400		400
589 Minor Tools and Equipment	1,577	300	300	600		600
598 Non Print Materials	6,552	7,500	7,500	6,500		6,500
599 Miscellaneous Supplies	327	500	2,500	1,500		1,500
Subtotal Mtrl's & Supplies	67,585	61,820	60,511	63,850		63,850
600 Dues Subscriptions Training						
619 Dues to Prof Organizations	85	200	85	200		200
638 Travel and Training	717	1,500	700	1,500		1,500
Subtotal Dues Subs Training	802	1,700	785	1,700		1,700
700 Services						
728 SHARE	8,186	8,500	8,500	8,500		8,500
729 OCLC Costs	291	300	297	310		310
739 F & A Administration	7,410	8,200	8,200	15,264		15,264
741 Legal Advertising	303	300	310	300		300
742 Printing/Marketing	330	750	500	750		750
760 Annual Membership	219	300	219	300		300
781 Water	357	400	129	250		250
783 Electric	7,930	6,000	7,544	9,000		9,000
786 Telephone & Internet	5,406	5,520	5,376	5,400		5,400
790 Computer Software	663	750	835	645		645
792 Professional Services	698	300	450	600		600
795 Security Monitoring	708	800	708	800		800
Subtotal Services	32,501	32,120	33,068	42,119		42,119
800 Miscellaneous						
829 General Insurance	2,655	2,655	2,655	2,841		2,841
888 Transfer to Special Reserves	-	-	-	-		-
Subtotal Miscellaneous	2,655	2,655	2,655	2,841		2,841
General Library Total	384,062	501,653	445,092	517,420		517,420

Library
Detail Summary
Fiscal Year 2025-2026
Fund 25

	FY 23/24 Actual	FY 24/25 Amended Budget	FY 24/25 Projected	FY 25/26 Submitted	Supplement Requested	FY 25/26 Board Approved
LIBRARY						
Building Fund						
Fiscal Year 2025-2026						
25-89						
751 Maintenance	13,835	4,000	20,000	10,000	-	10,000
752 Annual Bldg Maintenance	1,916	3,000	5,000	5,000	-	5,000
796 IT Services	14,454	17,000	16,437	16,800	-	16,800
916 Major Improvements	8,856	120,000	30,000	300,000	-	300,000
919 Property	8	35	-	35	-	35
939 Equipment	7,971	5,000	10,000	5,500	-	5,500
Building Fund Total	47,040	149,035	81,437	337,335	-	337,335
TOTAL LIBRARY EXPENSES						
	431,102	650,688	526,529	854,755	-	854,755

The City of



111 Wood River Avenue
Wood River, IL 62095-1938

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

20

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 2/6/25

Name of Person completing application: Tara Kokorudz

Title: Fundraiser for PTA organization

Agency/group seeking permit: Lorena Ave. PTA

Address of agency/group: 501 E Lorena Ave.
Wood River, IL 62095

Phone number: 618-581-0859

Date for which permit is sought: October 18th

Proposed hours of solicitation: 4 hours 8-12

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

yes

Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? yes

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



SOLICITATION REQUIREMENTS:

- Solicitation shall only take place between April 1 and November 1. Solicitations are permitted on **Saturdays only** and may begin at 8:00 am and must end by 4:00 pm, unless otherwise approved by the City Council.
- The solicitation agency shall carry liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) for property damage during the period of requested solicitation, listing the City of Wood River as **additional insured**. A certified copy of said insurance policy **must** be filed with the City Clerk at least five (5) days prior to the solicitation activity.
- Solicitations are only permitted at the intersection of **Wood River Avenue and Penning Avenue**.
- A limit of two (2) solicitations shall be permitted in any calendar month within the City; for a total not to exceed twelve (12) in any calendar year.
- No soliciting agency/group shall solicit more than once a calendar year.
- All soliciting agencies must use cones, safety vests, and appropriate signage identifying the agency/cause. The City requires a \$100 deposit for use of City cones and vests.
- Any group under the age of 18 must have adult supervision.
- Solicitation requests shall be turned into the City Clerk's office between February 1 and February 28, 2025, on the appropriate application (attached).
- Violation of the above policy by any person, group, corporation or charity may lead to revocation or suspension of the right to solicit funds in the future.

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


Signature of Applicant

Return completed application to:

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