

ORDER OF BUSINESS

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

March 17, 2025
7:00 P.M.
Wood River, IL 62095

PUBLIC HEARING PROPOSED BUDGET

The purpose of this hearing is to receive citizen comments on the City Manager's Proposed Budget for Fiscal Year 2025-2026, as required by the City Code and State Statutes. Copies of the proposed budget have been on file in the City Clerk's Office and the Wood River Public Library.

- 1) Public Hearing called to order by Mayor Tom Stalcup
- 2) Budget Highlights from City Manager
- 3) Comments by citizens
- 4) Adjournment

PUBLIC HEARING ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) STATE REVOLVING FUND LOAN PROGRAM

The purpose of this hearing is to receive citizen comments on the Illinois Environmental Protection Agency (IEPA) State Revolving Fund Loan Program for the 9th Street Detention Pond Project, as required by the IEPA. The Facilities Plan for this project will be on file in the City Clerk's office for a period of 10 days to receive written public comments.

- 1) Public Hearing called to order by Mayor Tom Stalcup
- 2) Preliminary Environmental Impacts Determination (PEID) prepared by the IEPA
- 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 March 3, 2025, as printed.
- 3) Approval of the bills submitted for payment for the period February 27, 2025, to March 12, 2025, as printed.
- 4) Approval of the Financial Statement ending February 28, 2025, as printed.
- 5) PRESENTATIONS:
Mayor Stalcup will present Certificates of Recognition to local wrestlers in honor of their achievements in the IHSA State Championship.
- 6) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 7) Approval of an ordinance amending City Code 90-7, Title III: Administration, Chapter 32: City Council, Section 32.15 Meetings, amending 32.15(B) to clarify manner in which City Council Members will receive Notice of Special Meetings.

- 8) Approval of an ordinance amending City Code 90-7, Title XV: Land Usage, Chapter 155: Zoning Code, Section 155.01 Adoption by Reference, to include changes to the City of Wood River's Zoning Code 96-14, Article 7, adding Section 7-25: Recreational Vehicle Restrictions in Commercial Districts.
- 9) Approval of an ordinance authorizing the sale of City owned surplus real estate located at Parcel ID 19-2-08-27-06-102-031, commonly known as 401 E. Acton, Wood River, Illinois 62095 to Michael Napp.
- 10) Approval of an ordinance authorizing an Amended Redevelopment Agreement with Dakter Holdings LLC, for TIF Financial Assistance at 1 E. Ferguson Avenue, as submitted by the TIF Committee.
- 11) Approval of an ordinance authorizing an Amended Redevelopment Agreement with Amy & Chris Johnson, for TIF Financial Assistance at 10 W. Ferguson Avenue, as submitted by the TIF Committee.
- 12) Approval of an ordinance authorizing an Amended Redevelopment Agreement with B2 Management LLC, for TIF Financial Assistance at 62 E. Ferguson Avenue, as submitted by the TIF Committee.
- 13) Approval of a resolution waiving competitive bidding requirements and approving and authorizing the execution of an agreement with Advanced Exercise for the purchase of weight machines and other exercise equipment for the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.
- 14) Approval of a resolution executing a Sponsorship Agreement between the City of Wood River and Z Ice Shack LLC d/b/a Tropical Sno for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.
- 15) Approval of a recommendation to award the 2025-2026 MFT Maintenance Bids, as submitted by the Director of Public Services.
- 16) Approval of a request from EAWR High School – After Prom Committee to solicit at the intersection of 6th Street & Penning Avenue on Saturday, July 26, 2025, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 17) Approval of a request to relocate all previously approved roadblock solicitations from Wood River Avenue and Penning Avenue to 6th Street and Penning Avenue due to construction and road closure on Wood River Avenue.
- 18) Approval of a request from Kathy & Steve Twichell to close Cotter Street at the entrance of Wood River Donut to the alley that is west of No Man's Land for a Brave the Shave Fundraiser Event on Saturday, April 26, 2025, from 12:00 p.m. to 7:00 p.m.
- 19) Old Business
- 20) New Business
- 21) 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
MS4 PERMIT

Mayor Tom Stalcup called a Public Hearing to order at 7:00 p.m. on Monday, March 3, 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 MS4 Permit.

Director of Public Services Michael Velloff explained that the City of Wood River is part of the Madison County Co-Permitting Group, which consists of 45 municipalities and townships working together to meet EPA requirements for stormwater management. The MS4 program involves pollution control, public education, and infrastructure improvements to maintain compliance with the Clean Water Act. This Public Hearing is part of the report.

There being no further comments, the Public Hearing adjourned at 7:03 p.m.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:03 p.m. on Monday, March 3, 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 Plank moved to approve the minutes of the regular meeting of February 18, 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 February 13, 2025, to February 26, 2025, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

PRESENTATIONS:

Mayor Stalcup presented a Certificate of Recognition to Michael "Mickey" Sabolo for his 10 years of service as the Belk Park Golf Course Manager and over 36 years with the City of Wood River. Mayor Stalcup commended his efforts in making Belk Park one of the premier golf courses in the area.

Mayor Stalcup presented a Certificate of Recognition to Glenn Masterson, Walmart Store Manager, for his 41 years of dedicated service, including 27 years managing the Wood River location. Mayor Stalcup praised his leadership and community contributions.

City Attorney Mike McGinley opened bids for City owned property located at Parcel ID 19-2-08-27-06-102-031, commonly known as 401 E. Acton, Wood River, Illinois 62095. The first bid was from Chris Stanley with 360 Properties LLC, in the amount of \$2,500.00, proposing a full renovation for owner occupancy. The second bid was from Michael Napp with Sam Property Management LLC, in the amount of \$10,100.00, also proposing a full renovation for owner occupancy.

City Attorney Mike McGinley explained that the City will review and consider awarding the bid at the next meeting.

CITIZEN/CITY OFFICIAL COMMENTS:

Jackie Konegni expressed concern over the City's decision to sell properties for as little as \$1.00. While she acknowledges the need for more businesses in downtown Wood River and other areas, she questions the rationale behind selling properties at such low prices, including amounts like \$500.00 or \$1,000.00, stating that the land alone should hold greater value. She emphasized that financial resources are limited, both for individuals and the City itself. Ms. Konegni also commented on the upcoming election, noting that some candidates are running unopposed. She suggested that if voters choose to submit a ballot with certain positions left blank, it should be interpreted as a sign of dissatisfaction with those Councilmembers' performance. She expressed her belief that certain members of the Council are not effectively serving the community. She went on to reference Gale Ufert, a former City Council member who was deeply dedicated to Wood River. Ms. Konegni stated that if Ms. Ufert were alive today, she would be deeply disappointed with the current state of the City's affairs. She urged the Council to reevaluate some of its existing practices and policies. In conclusion, Ms. Konegni stressed the importance of transparency in property sales, urging the City to inform potential buyers of the zoning classification of any property they intend to purchase.

Bill Rogers addressed the Council regarding recent discussions surrounding a forensic audit and investigation, which, as he understands, initially stemmed from concerns about TIF financing but has since expanded beyond that issue. He expressed frustration over what he perceives as a coordinated effort by three Councilmembers to prevent a quorum at the Special Meeting on Monday, February 24, 2025. He stated that this action not only raised suspicions but also reflected a failure in fulfilling their oversight and fiduciary responsibilities to the residents. Mr. Rogers further asserted that there appears to be a lack of enforcement regarding TIF related contract compliance. He claimed that friends and relatives of past and present City employees are given preferential treatment, while others are held strictly to the rules. He insisted that any noncompliance should result in the immediate repayment of funds. He criticized the City's reluctance to incur the cost of an audit and investigation, suggesting that this resistance appears to be an attempt to avoid accountability or potentially conceal wrongdoing. While the Mayor has stated that safeguards are in place to protect the City's financial integrity, Mr. Rogers argued that opposing a forensic audit undermines that claim. He also pointed out that Councilman Plank campaigned on a platform of transparency and a forensic audit, yet neither has been realized. Given recent concerns, he believes the forensic audit should extend to all City funds, especially in light of what he described as an orchestrated effort to block the Special Meeting. He emphasized that citizens deserve answers, as

there have been too many backroom deals and instances of nepotism. To ensure full transparency, he urged the City to take immediate action by contacting the FBI to conduct an independent audit and investigation, free from interference or undue pressure. Mr. Rogers concluded by stating that if the City truly wants to put these concerns to rest, the Council should vote unanimously in favor of the audit. Anything less, he warned, would only continue to fuel serious doubts. Additionally, he noted that he has been verbally attacked by two individuals in attendance and requested the opportunity to respond if any rebuttal arises. He also cautioned that any retaliation against him or his family would put the City at risk of legal action.

Andrew Mayhall, a small business owner, addressed the Council as a concerned citizen. While he currently has no business dealings with the City of Wood River, that was not always the case. In March 2024, as his business experienced rapid growth, he explored relocating its headquarters to Wood River. By early May 2024, he had executed a contract to purchase property at 22 N. First Street and began the formal due diligence process, preparing a redevelopment plan valued between \$350,000 and \$400,000. Within two years, projections indicated his company would hire at least five local employees and generate over \$2 million in sales. However, those plans ultimately fell through, not due to any failure on his part, but because of what he described as the City's blatant disregard for legitimate concerns, active avoidance of accountability, and a troubling pattern of public officials engaging in questionable conduct. On February 22, 2025, Mr. Mayhall received a forwarded news article announcing a Special Meeting regarding the TIF program and its disbursements. Later that day, at 4:36 p.m., he sent an email to all Councilmembers, excluding Mayor Tom Stalcup, providing a brief explanation for his contact, along with email exchanges between himself, Mayor Stalcup, City Attorney Mike McGinley, City Manager Steve Palen, and Chief Wells. He formally requested that his email and its attachments be included in the City Council Meeting Minutes, as they contain critical context and information relevant to the call for a forensic audit and an investigation into TIF disbursements. In his view, every Councilmember should welcome and support such an audit. Although the five-minute speaking limit does not allow for a full discussion, Mr. Mayhall emphasized that the documentation he submitted raises serious concerns, if not about fraud, then about inappropriate relationships that present clear conflicts of interest. While he cannot definitively claim that statutory laws have been violated, he firmly believes these issues warrant an immediate and thorough investigation by an independent third party, free from undue influence, in a fully transparent manner. He recounted a meeting on July 23, 2024, between himself, City Manager Steve Palen, Chief Wells, and Chief Wells' personal attorney, Mr. Edward Unsell. The purpose of this meeting, he explained, was to address a defamation suit allegedly filed against him for merely asking questions in a closed-door meeting about publicly available information. Based on his understanding, this meeting likely violated 5 ILCS 120/2.02(a) and (b) as well as 5 ILCS 120/2.06(b), as it involved City business being discussed privately by two of the three members of the TIF committee, effectively constituting a quorum. Following that meeting, Mr. Mayhall compiled the *Wood River Suggestions* document, which he sent to Mayor Stalcup and City Attorney Mike McGinley on July 27, 2024. He believes this document is a key reason why City Attorney Mike McGinley has refused to address the concerns outlined in his recent emails to the Council. Mr. Mayhall further pointed out that the City appears unable to produce meeting minutes for multiple committees and subcommittees, most notably, those related to the TIF program. Additionally, the City's official website lacks critical information regarding committees, committee members, agendas, and minutes. The only published records pertain to City Council meetings, which he asserted is a direct violation of Illinois statutory law. As of today, he has forwarded this information to the Illinois Attorney General, the Public Access Counselor, and the Public Access Bureau for further review. He then criticized City official, specifically City Manager Steve Palen, City Attorney Mike McGinley, and Mayor Stalcup for

consistently offering dismissive responses regarding the TIF program, Open Meetings Act violations, and missing meeting minutes. He characterized their statements as variations of "*Yeah, but...*" deflecting rather than addressing legitimate concerns. He urged the Council to recognize that avoiding difficult discussions only hinders growth, prevents accountability, and fosters complacency. In closing, Mr. Mayhall directed his comments to the citizens of Wood River, reminding them that they ultimately live with the government they accept. He warned against allowing leadership to function in a state of complacency, where political debates take priority over substantive issues. His intent, he clarified, was not to berate the Council but to challenge them to *wake up* and take responsibility. He urged both the Council and residents to treat this as an opportunity to hold officials accountable, demand transparency, and correct past mistakes.

Councilman Dettmers asked Mr. Mayhall to clarify the specific purposes for which he was requesting a forensic audit.

Mr. Mayhall stated that he requested an audit for all TIF disbursements. Additionally, he requested an audit of all actions taken by the City Council, as well as those of City officials, officers, and public representatives.

City Manager Steve Palen responded by stating that the City undergoes an annual audit conducted by CJ Schlosser & Company, which he described as doing an excellent job. Regarding the concerns about the TIF Committee, he asserted that Mr. Mayhall's claims were inaccurate, stating that the TIF Committee is not subject to the Open Meetings Act (OMA) because it has no decision-making authority. He emphasized that the TIF Committee only submits recommendations to the City Council, which is responsible for voting on those matters. He further dismissed Mr. Mayhall's statements, characterizing them as misdirection and exaggeration, and declined to address them further.

Maggie Dillinger addressed the Council with a heartfelt plea for unity. The City of Wood River has incredible potential, but that potential cannot be realized if the City remains divided. She urged each Councilmember, as the City's elected leaders, to focus on working together to attract and retain businesses. She explained that the Council needs to create an environment that encourages entrepreneurship, not one that places unnecessary barriers in the way. She suggested streamlining the processes, reducing red tape, and showing that Wood River is open and welcoming to new ventures. Specifically, she asked the Councilmembers to reexamine and simplify the TIF process. It should be easier for businesses to navigate, and the City must ensure that the requirements do not exceed what is mandated by state statute. Overcomplicating these procedures can be a major deterrent for businesses looking to invest in the community. Next, she addressed the proposal for a forensic audit of the City's finances. While transparency is important, the City must also be mindful of the costs involved. The City already undergoes annual audits by external accounting firms, and she believes that the resources would be better spent on initiatives that directly stimulate economic growth and benefit the residents. The City needs to prioritize moving forward and attracting businesses, not getting bogged down in costly audits. She also raised concerns about the significant and, in her opinion, wasteful expenditure of City funds on legal fees. Tens of thousands of dollars are being spent on legal services, much of which appears to stem from ongoing conflicts between certain individuals within the Council and the City Manager. These resources could be better used elsewhere, for example, on projects that directly benefit the citizens. Imagine the improvements the City could have made and the programs it could have funded if these funds were redirected. It is time to shift the focus. The City needs to prioritize the needs of the community over personal agendas and constant conflict. The excessive use of the City's legal resources by one

Councilmember is simply unacceptable. As Councilman Plank pointed out, an \$80,000.00 increase in legal fees in a single year is unheard of and represents an extreme overuse of taxpayer money, a burden that the residents of Wood River, are forced to carry. This level of expenditure shows a disregard for the responsible management of the community's resources. She also reminded everyone that Wood River operates under a City Manager form of government. The City has a dedicated City Manager who handles the day-to-day operations of the City. He should be allowed to do his job without unnecessary interference and respect the system that the City has in place. She then thanked those Councilmembers who are consistently working for the betterment of the City, those who prioritize the needs of the citizens and demonstrate responsible fiscal management. She encourages those who may have strayed from this path to reconsider their actions and focus on serving the greater good of the community. It is time to set aside personal agendas and focus on building a better, stronger, and more prosperous future for Wood River. When her 13-year-old daughter told her that she does not see a future for the sixth generation of her family growing up in Wood River, it hit her hard. She wants to continue the legacy of her family living in the City of Wood River. The perception of division within the community harms the ability to attract potential investors and businesses. The City must work to bridge the gaps that divide the community and present a united front. Let us work together, regardless of individual viewpoints, to create a thriving economic landscape for the City of Wood River. Let us focus on solutions, not obstacles. Together, everyone can make Wood River a place where businesses want to be, and where residents can thrive.

June Gibbs thanked Ms. Sneed for efficiently compiling a large volume of public records over the past two weeks. Her hard work and timely effort are greatly appreciated. Upon her review of the records along with records she received independently, she concurs that an independent forensic investigation needs to be performed. The City of Wood River is not adhering to the contracts and even issued taxpayer TIF money in December to Tim O'Donnell and Arron DeWerff when it is required to have occupancy before money be issued and once again the City ignored the terms of the contracts and issued taxpayer TIF money. As the City Council tries to make the claim that the City needs to relax the provisions in the contracts under the guise that it would be more of an incentive for the so-called developers, she begs to differ. Upon her review of both Pana, IL and Greenville, IL TIF agreements with Tim O'Donnell, they have provisions in their contracts and appear to be quite standard. Ironically, the percentage of TIF in Pana, IL is around 34.9 percent and in Greenville, IL is agreed at 32 percent. The City of Wood River gives up to 50 percent of taxpayer TIF on the total project. Tim O'Donnell accepted the terms in those cities. She stated that is the incentive, the City gives out more money to the so-called developers. Her question is what is really going on that the City would want to omit all provisions of the contracts. She then asked when omitting provisions, does that also give the so-called developers the go ahead to sell the buildings and collect taxpayer TIF money for years to come. Whose interest is the City looking out for. Why is the City not adhering to the contracts. She asked if these are favors for friends. As for 1 E. Ferguson, the Dakter Holdings contract, there are multi-issues with how the City did not adhere to the contract. She then stated that maybe Councilman Plank can explain as he used political fundraiser funds to cater their mock grand opening in September 2024 complete with politicians present with Heaterz Chicken. Heaterz Chicken is also on the agenda tonight to have their provisions removed. Ms. Gibbs then asked if the attempt at removing provisions in contracts is an attempt to cover for the actions of the City. Can the public expect that provisions for others like one for Matt Bishop also known as B2 Management for the old C&B Bagel Building as she noticed it has been taken off the market as it was up for sale. Councilman Plank, Mayor Stalcup, Councilman Tweedy opted to not show for a meeting thus no quorum, no meeting. She stated that those Councilmembers literally thumbed the people the worse thing they could have done. After receiving

the packet of over 100 pages that Councilman Dettmers presented at the last regular City Council Meeting, she can see serious issues that could require an independent forensic audit. She concluded by stating that the devil is in the details and the people have a right to know.

David Henson, owner of the business located at 473 N. Wood River Avenue, raised concerns about the ongoing construction in that area. He reported that heavy construction activity is causing structural vibrations that is causing items to fall from his building's walls. Mr. Henson requested that the City address potential risks to his property and ensure access to nearby streets during road closures.

Mayor Stalcup stated that during the past weekend, the state wrestling tournament took place, and the City is proud to recognize the outstanding performances of its local athletes. In the boys' division, Drake Champlin secured the state championship title in the 215-pound weight class, marking the third state champion in the history of EAWR's wrestling program. Congratulations to Drake on this incredible achievement. Additionally, several Roxana wrestlers placed highly in their respective weight classes, Lyndon Thies – 2nd place (165 lbs.), Brandon Green, Jr. – 3rd place (132 lbs.), and Logan Riggs – 6th place (144 lbs.) On the girls' side, Chloe Skiles made history as the state champion in the 105-pound weight class, becoming the first-ever female individual state champion from Roxana. This is a significant milestone for the school and the community. Maddy Murphy also had an impressive showing, placing 6th in her division. In an upcoming City Council Meeting, the City will formally recognize these outstanding athletes and their achievements.

City Manager Steve Palen emphasized an important point explaining that the City's Equalized Assessed Valuation (EAV) numbers have reached a historic milestone. The City now has the highest EAV in the City's history alongside the lowest tax rate in the past 30 years. He sincerely appreciates the City Council's input on budget matters, as well as the dedication of the City's department heads, who have made the necessary adjustments to help achieve these significant accomplishments. Additionally, the proposed budget has been submitted, which is in a strong position. He encouraged the Council to review it and ask questions.

Councilman Plank acknowledged the allocation of an additional \$500,000.00 in the budget for sidewalk improvements. A discussion followed regarding the estimated cost required to complete further phases of sidewalk repairs and improvements citywide. It was noted that addressing dangerous sidewalks versus full replacement projects requires different budget considerations. An estimate was provided, suggesting that at least two more phases of work would be necessary. Each additional phase is projected to require approximately \$500,000.00 in funding. Progress is ongoing, and the City is gradually making improvements as funding allows.

Councilman Tweedy personally thanked Mickey Sabolo. Many of his friends who golf in a league at the course have shared how impressed they are with the condition of the course and the excellent job Mickey is doing. Kudos to Mickey and the team for all their hard work.

Councilman Dettmers stated that over the past two years, he has received numerous calls from both businesses and individuals who have expressed concerns regarding the City of Wood River. He made a commitment to always listen, no matter who raises the concern or what the issue may be. He strives to resolve any disputes without bias, whether for or against the City or the individual making the complaint. In recent months, he has received several complaints specifically about the TIF program. At the last meeting, the City acknowledged mistakes were made, but it is important to clarify that these were not simple errors, like "one plus one equals three." What is being addressed

tonight are mistakes in judgment stemming from mismanagement, misconduct, neglect, and incompetence. The City's response so far seems to be one of trying to correct these issues after the fact and pretending that nothing significant has happened and this approach is akin to robbing a bank, running and hiding, then getting caught, only to offer the stolen money back as if nothing occurred. This is not how these situations should be handled. The City needs to take the necessary steps to fully understand what went wrong and determine how they can fix these recurring problems. Only then can the City begin to properly serve the people of Wood River and restore their confidence in their city government. This evening, he will review four main categories of concern including the TIF agreements for 1 E. Ferguson and 87 E. Ferguson, which share common ownership, both of which are on tonight's agenda, the real estate agreement for 876 State Street and the TIF agreement for 229 E. Ferguson Avenue, which also have common ownership. The information on 229 E. Ferguson is also on the agenda later tonight. Finally, the issue of public document storage and retrieval, and the unauthorized disclosure of confidential information.

Councilman Dettmers stated that the first issue concerns 1 E. Ferguson Avenue. This situation involves unauthorized changes to an officially approved Council agreement, a failure to follow the provisions of that agreement, and the unauthorized payment of \$40,000.00. Additionally, there is a common ownership between 1 E. Ferguson Avenue and 87 E. Ferguson Avenue. On September 3, 2024, the Council approved an amended TIF agreement for 1 E. Ferguson Avenue. The City Manager placed this issue on the agenda on August 29, 2024, because he was aware that the original TIF agreement needed to be amended in order to process a TIF payment in September, rather than waiting until December. However, on September 4, 2024, the day after the amended agreement was approved, he notified the City Manager that the developer was in default. He instructed him to make the necessary corrections to the agreement and bring it back to the Council for a vote. On September 6, 2024, it appears that the City Manager may have directed an employee to alter the agreement that was approved by the Council on September 3, 2024. This altered agreement was then signed by the City Manager instead of the Mayor. On September 23, 2024, a \$40,000 payment was made to the developer, even though the developer had not met any of their obligations outlined in the agreement as was required. He asked why the City Manager made changes to the amended agreement without bringing it back to the Council for a vote and why he allowed \$40,000.00 to be paid on an agreement in default that was not valid. Concerning 87 E. Ferguson, the TIF application was not properly vetted by the TIF Committee as required. Additionally, several false statements were made by City Officials regarding the TIF program, and the City Manager failed to implement necessary policies and procedures to address administrative concerns after being notified by a Councilmember. These oversights resulted in an ineligible business receiving TIF payments. Again 87 E. Ferguson Avenue shares common ownership with 1 E. Ferguson Avenue. On September 9, 2024, and September 12, 2024, the TIF Committee prepared informational packets for the Council. However, the TIF application was not properly reviewed, as required by Ordinance No. 2794. On September 13, 2024, Councilman Dettmers sent a text message to the City Manager, informing him that property taxes on this property had not been paid. He also requested that the item be pulled from the agenda to allow for proper vetting. Councilman Dettmers then contacted the City Attorney, asking him to discuss the matter with the City Manager. The City Attorney has confirmed that he followed up with the City Manager. Additionally, he emailed the Mayor about his concerns. He has not had any communication with the Mayor regarding this issue and is unsure if the Mayor has followed up with the City Manager. During the City Council Meeting on September 16, 2024, the City Manager and other City representatives made misleading statements to the public regarding the operation of the TIF program. On December 3, 2024, a \$24,000.00 payment was made for 229 E. Ferguson Avenue, which was not authorized under the terms of the agreement.

Moving on to the property located at 876 State Street, the City Manager failed to provide written approval for the transfer of the real estate agreement. This property shares common ownership with 229 E. Ferguson Avenue. On January 24, 2024, the City approved a \$1.00 sale agreement for 876 State Street. On February 20, 2024, a warranty deed was issued under the new owner's name. Between February 21, 2024, and June 19, 2024, the City Manager gave verbal approval for the property transfer but failed to provide the required written approval as outlined in the contract. On June 20, 2024, a warranty deed was issued to the second owner, and on October 3, 2024, the second owner sold the property for \$20,000.00 to a third owner. The third owner did not comply with city ordinances, prompting the City to halt renovations on the building. The City offered to take the property back, but as of this date, the third owner has refused to accept the offer. He asked why the City Manager did not bring the agreement for approval to the Council for a transfer to the second owner.

As for 229 E. Ferguson Avenue, the property was transferred without the City's written consent, and the property taxes were not paid. Additionally, a \$24,000.00 TIF payment was made to a business owner who no longer owned the property. The property shares common ownership with 876 State Street. On December 14, 2023, the property was transferred without written consent from the City, as required by the TIF agreement. Between September 3, 2024, and December 30, 2024, property taxes were not paid on the property. On December 13, 2024, after Councilman Dettmers sent a text to the City Manager, the City Attorney also issued written, verbal, and email communication to the Mayor, requesting a review of the TIF procedures to ensure compliance with TIF payments. During the September 16, 2024, City Council Meeting, City officials misled the public by stating that no TIF payments would be made if property taxes were not paid. Additionally, the City Manager incorrectly stated that the TIF application only required the applicant to disclose unpaid property taxes. This is misleading, as Ordinance No. 2794 requires that all property taxes be paid at the time of the written application for TIF funds. This raises several questions, including why was this property transferred without City consent, was the City aware of the transfer, did the City Manager give verbal approval for the transfer, as he did with 876 State Street, why were TIF payments made after assurances from the City that this would not happen, and why did the City Manager fail to review procedures after being asked to ensure proper compliance with TIF payments.

Regarding the job posting for the Director of Public Services position, Councilman Dettmers stated that there was a request for information made regarding the posting. As a result, all City Councilmembers were provided with an incorrect job posting in response to an official records request. The City Manager failed to take the necessary action regarding errors in the storage and retrieval of official documents. On January 5, 2024, all Councilmembers were sent the incorrect advertisement. The version that was actually published on the City's website differed from the version provided to the Council. The published ad received numerous complaints, particularly from women, because it included the phrase: *"significant experience in the field and handling of men."* On February 21, 2024, the City Manager stated that it did not make a difference which version of the ad was published. Councilman Dettmers followed up with the City Manager on February 5, 2024, and April 3, 2024, requesting an explanation for how the wrong ad was retrieved and sent to the Council. The City Manager refused to respond, offering no explanation for the document storage and retrieval issues. This raises serious concerns regarding the City's ability to accurately store and retrieve official records, which could lead to legal liability under FOIA (Freedom of Information Act) requests.

On October 16, 2023, the City Council held a closed session meeting to discuss an official complaint related to a fundraising event. On November 6, 2023, during the public comment section of a City Council Meeting, a resident defended an individual who was the subject of the complaint and appeared to have knowledge of confidential discussions from the closed session. This raises concerns about a breach of confidentiality. He asked why a Councilmember would disclose a closed session topic regarding a confidential matter to a member of the general public.

On July 21, 2023, Councilman Dettmers sent an email to City officials regarding a public safety incident. Only 90 minutes later, a member of the general public contacted him, asking about his motivation for the inquiry. This raises serious concern. He asked how an internal City matter became known to someone outside the City government. Councilman Dettmers has never discussed this issue with that individual.

Councilman Dettmers stated that the City's response to these ongoing issues has been inadequate. Rather than taking meaningful steps to address and resolve concerns, it appears that efforts are being made to eliminate all obligations and responsibilities, allowing employees and the Council to avoid accountability. There is a clear lack of transparency, which raises serious concerns about whether these matters are being deliberately ignored instead of properly addressed. A troubling pattern has emerged involving certain developers who own multiple properties. Without thorough investigation, the City does not yet know the full extent of these issues. The question remains, what more would be uncovered with a forensic audit. As elected officials, Councilmembers have a fiduciary responsibility to correct deficiencies within the City and act in the best interest of the public they serve. The Council can pass all the ordinances and policies it wants, but if there is no enforcement, then what is the purpose of the City Council. The TIF Committee is failing to properly vet applications as required by the TIF Guidelines. Furthermore, the City Manager has repeatedly failed to fulfill the duties of his position. He asked if this was due to mismanagement or external influence. To get to the bottom of these issues, the City must take immediate action by conducting a forensic audit of the TIF program and engaging an independent third-party investigation. This will help determine where the ultimate responsibility lies and how best to address these failures. Without decisive action, these concerns will persist, further eroding public trust in city government.

ORDINANCE NO. 2922: DECLARING REAL PROPERTY OF THE CITY OF WOOD RIVER SURPLUS AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND MADISON COUNTY TRANSIT MASS DISTRICT FOR PURPOSES OF TRANSFERRING SURPLUS REAL PROPERTY:

Councilman Plank moved to approve an ordinance declaring real property of the City of Wood River surplus and approving an Intergovernmental Agreement between the City of Wood River and Madison County Transit Mass District for purposes of transferring surplus real property, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2926: AUTHORIZING A SECOND AMENDED REDEVELOPMENT AGREEMENT WITH DAKTER HOLDINGS LLC, FOR TIF FINANCIAL ASSISTANCE AT 1 E. FERGUSON AVENUE:

Councilman Plank moved to approve an ordinance authorizing a second amended redevelopment agreement with Dakter Holdings LLC, for TIF Financial Assistance at 1 E. Ferguson, as submitted by the TIF Committee, seconded by Councilman Tweedy

Councilman Ayres stated that a recent meeting was held with the City Attorney, himself, and Councilman Dettmers to discuss legal expenses and the simplification of TIF agreements, a concern previously raised by a Councilmember. The City Attorney has reviewed and proposed new, simplified TIF agreements, which are listed as Items 8 through 12 on the agenda. While these agreements feature more precise wording, they also omit several checks and balances, raising concerns about oversight and accountability. One major issue is the conflicting payment terms within the agreement for 1 E. Ferguson. In Articles 2 and 3, one section states that payment will be made upon project completion, while another states that the project will be paid off over six years. Clarification is needed to determine whether payments will be made immediately upon completion or in installments over six years. Additionally, several key provisions have been removed, including those addressing the conveyance of property. Specifically, the agreements no longer require City Council approval for property transfers from one party receiving TIF funds to another party. Due to the lack of clarity in the payment terms and the removal of essential oversight provisions, Councilman Ayres stated that he will be voting no on Items 8 through 12.

Councilman Dettmers asked for clarification. The agreement states that the City will pay the developer \$240,000.00. He asked if that payment will be made upon completion of construction.

City Manager Steve Palen stated that upon completion of construction is when the payments start.

City Attorney Mike McGinley stated that in this particular agreement, the benefit of the agreement would have been the reimbursement of TIF eligible expenses that were submitted, up to a cap of \$620,000.00. However, he does not believe the agreement was clearly drafted when it was initially passed. Typically, the City's TIF agreements include language stating that payments are capped at a specific amount or percentage, whichever is lower. In this particular agreement, if he recalls it correctly, there was an error in the language stating that the cap was \$620,000.00 while also specifying a flat payment of \$240,000.00. He clarified that TIF does not work by paying a lump sum amount upfront. Instead, developers must submit receipts for TIF eligible expenses, and payments are made over an agreed period. If a developer incurs \$240,000.00 in eligible expenses, payments would be disbursed over six years. If only \$200,000.00 in expenses are submitted, then only that amount would be reimbursed. The City is not obligated to pay up to a certain amount unless the expenses are documented. Additionally, developers are not required to spend a specific amount, and if costs come in under budget, the City benefits. If a project exceeds its estimated cost, the City remains protected by the agreed upon cap. These checks and balances are key to the TIF process. For reasons not initially clear, a specific agreement omitted these provisions. The Finance Director identified this issue and interpreted it accordingly. Moving forward, the goal is to memorialize necessary changes to prevent similar issues. The intent is to ensure future agreements are structured correctly.

City Attorney Mike McGinley addressed concerns raised by a Councilmember regarding TIF agreement simplifications. The Council had directed the City Attorney to streamline the agreements while ensuring compliance with the TIF statute. The City Council has full control over policy decisions, but statutory regulations dictate which expenses can be incentivized. The revisions focused on removing extraneous provisions that do not directly relate to TIF, such as sales tax, property tax, and property transfers. The objective of TIF is to encourage developers to invest in TIF districts where they otherwise would not. To illustrate, if a building in downtown Wood River had been sitting vacant for 50 years and was valued at \$50,000.00, but required \$750,000.00 in renovations, a developer might be discouraged from taking on the project. Even if they invest in improvements, the bank will not appraise the building at \$800,000.00, creating a financial gap. The

TIF program helps bridge this gap by incentivizing the developer with funds to offset the disparity. In return, the City benefits from increased property value, which leads to higher tax revenues that support infrastructure improvements and other community projects. In response to Council direction, existing agreements, including those drafted by the City Attorney, were reviewed and refined to align with the core purpose of TIF. The goal was to eliminate unnecessary provisions and focus strictly on TIF related objectives. City Attorney Mike McGinley concluded by stating that the changes reflect the Council's request for clarity and efficiency, ensuring that future agreements adhere to the intended function of the TIF program.

Councilman Dettmers asked for clarification on the payment scheduled, specifically when the \$240,000.00 payment would be made.

City Attorney Mike McGinley stated that the payment was intended to be distributed over six years. However, he noted uncertainty regarding whether the full \$620,000.00 in eligible expenses had been spent.

Councilman Dettmers expressed concern that the agreement, as written, does not specify an installment payment schedule. He pointed out that the provision for installment payments had been removed, and the current language suggests a lump sum payment of \$240,000.00 upon project completion rather than disbursements over six years.

City Attorney acknowledged the discrepancy and stated that if the installment payment provision was unintentionally removed, it can be amended. He emphasized that the Council has the authority to modify the agreement if necessary.

Councilman Dettmers asked about the procedure for amending the agreement, stating that it was proposed to be brought back on September 3, 2024. He inquired about the City's proper procedure for amending such agreements.

City Manager Steve Palen explained that the City proposes an amendment, and it is up to the Council to approve or reject it.

The discussion became contentious, with back-and-forth exchanges between Councilman Dettmers, City Manager Steve Palen, Councilman Plank, and Mayor Stalcup.

Councilman Dettmers stated that he had an internal memo dated May 6, 2024, that was sent to the Council on August 29, 2024, with the amendment that was approved on September 3, 2024, and it did not include any mention of changing the date to 2025. The only reference to a date change was in his email on September 4, 2024, where he specifically pointed out two defaults, the permit default dated July 23, 2023, and the requirement for construction completion by December 31, 2023. At no point was there any written indication of an intent to change those dates. The first acknowledgment of any issue with those dates was in his email to the City Manager the day after the City Council approved the amendment. He asked how the City can claim this was an inadvertent error when it was not even recognized until he brought it to the City's attention. The proper procedure for amending an agreement is to bring it back to the Council, make the necessary changes, and then seek approval. In his email to the City Manager, the Mayor, and the City Attorney, he explicitly stated that City employees must improve their monitoring of these agreements, notify the Council of any issues, and ensure documents are corrected before being presented for a vote. Yet, two days later, the document was altered without any knowledge or

approval from the Council.

Councilman Ayres raised a concern about why changes are being made to legal binding documents midway through the process. He asked why this was happening if the intent was to simplify procedures going forward, questioning if such changes should only apply henceforth.

City Attorney Mike McGinley responded, explaining that contracts can be amended if both parties, the City Council and the developer, agree to the changes. He clarified that as long as the City Council approves the amendment and the developer agrees, there is no reason they should not be able to modify the existing contract. He emphasized that the two parties involved in the contract have the right to amend the terms, provided the majority of the City Council votes in favor of the amendment.

Councilman Ayres asked if the developer was the one to propose the amendments to the contracts or if it was solely the City's initiative.

City Manager Steve Palen responded that the developers have been notified and are willing to sign the amended agreements.

Once again, the discussion grew heated, with intense back-and-forth exchanges between Councilman Dettmers, City Manager Steve Palen, Councilman Plank, and Mayor Stalcup, highlighting sharp disagreements and escalating tensions.

City Manager Steve Palen referred to the situation as a "complete joke" and stated that Councilman Dettmers does not understand what TIF (Tax Increment Financing) is, despite being involved for two years.

Councilman Dettmers put forth a motion to amend, asking for a forensic audit of all TIF agreements.

Mayor Stalcup stated that the motion for the audit is listed as Item Number 22 on the agenda.

Councilman Dettmers expressed concerns that provisions meant to protect the City were being eliminated in the amended TIF agreement. Specifically, Councilman Dettmers mentioned that the new agreement no longer required property taxes to be paid and that it allows for the property to be transferred to another owner while still collecting TIF funds.

Councilman Plank in response to Councilman Dettmers, rejected the claims, stating that the information provided was inaccurate.

Councilman Dettmers further stated that the City was now guaranteeing TIF payments without a guarantee of collecting the corresponding property taxes, which could leave the City at risk.

Councilman Plank clarified that the TIF agreement only reimburses capital expenses with proper receipts and emphasized that the building would remain in place regardless of ownership changes.

Mayor Stalcup intervened stating that a vote will now be taken.

The ordinance was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

ORDINANCE NO. 2921: AUTHORIZING AN AMENDED REDEVELOPMENT AGREEMENT WITH DANIEL KAMMERER ON BEHALF OF WOOD RIVER REVIVAL, FOR TIF FINANCIAL ASSISTANCE AT 87 E. FERGUSON:

Councilman Ayres moved to approve an ordinance authorizing the execution of an amended redevelopment agreement with Daniel Kammerer on behalf of Wood River Revival, for TIF Financial Assistance at 87 E. Ferguson, as submitted by the TIF Committee, seconded by Councilman Plank

Mayor Stalcup made a motion to amend the Ordinance changing 1 E. Ferguson on the first page to 87 E. Ferguson, seconded by Councilman Tweedy, and the amendment was approved by the following vote:

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

NAYS: None (0)

Councilman Dettmers raised concerns about the handling of a TIF application submitted on September 9, 2024, noting that on September 10, 2024, the City Manager's Staff Meeting Minutes did not mention that the item would be placed on the agenda for the meeting on September 16, 2024. This led Councilman Dettmers to believe that the TIF Committee never discussed the application. Typically, the turnaround time for a TIF application, according to the TIF guidelines, is 30 to 45 days, but this application was put on the agenda after only three days. Councilman Dettmers also mentioned that after noticing that the application indicated no property tax payments had been made since 2021, he contacted a City employee on the TIF Committee. The employee was unaware of the unpaid property taxes. Upon further investigation, it was confirmed with the developer that the property taxes had not been paid. Councilman Dettmers also expressed frustration with the City Manager's lack of response and the need for compliance with procedures. Additionally, Councilman Dettmers pointed out that on September 16, 2024, the City Manager and other officials misled the public by stating there would be no payments made if the property taxes were not paid. The City Manager incorrectly informed the public that the only requirement for the developer was to disclose unpaid property taxes on the application. Councilman Dettmers clarified that the actual requirement is for property taxes to be paid in full at the time of application.

The ordinance, with the amendment, was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

ORDINANCE NO. 2925: AUTHORIZING AN AMENDED REDEVELOPMENT AGREEMENT WITH WR HOLDINGS LLC, FOR TIF FINANCIAL ASSISTANCE AT 229 E. FERGUSON AVENUE:

Councilman Plank moved to approve an ordinance authorizing an amended Redevelopment Agreement with WR Holdings LLC, for TIF Financial Assistance at 229 E. Ferguson Avenue, as submitted by the TIF Committee, seconded by Councilman Tweedy

Councilman Dettmers stated that on August 15, 2022, the TIF Agreement for 229 E. Ferguson was

approved and on December 14, 2023, the property was transferred to a new owner. The first installment of property taxes was paid on July 3, 2024, but the next three installments were not paid. On September 16, 2024, City officials assured the community that no TIF payments would be made if the property taxes were not paid. However, on December 3, 2024, the City issued a \$24,000.00 check to the original developer, who no longer owned the property. On December 6, 2024, the current property owner endorsed the \$24,000 check. On February 7, 2025, the City confirmed that proper procedures were not in place for TIF administration, and there was a possibility that other checks had been issued without proper monitoring. On December 14, 2024, the new property owner was notified of delinquent property taxes, which were paid just before the property's taxes were sold. On February 21, 2025, Councilman Dettmers received the general ledger showing the original owner as the recipient of the \$24,000.00 payment. The original TIF agreement prohibited the transfer of the agreement to a new owner without written consent, and this was the same situation as 876 State Street, involving the same individual or business. On February 27, 2025, Councilman Dettmers requested confirmation about whether the City was aware of the property transfer. The City Clerk confirmed that there were no documents indicating the City had knowledge of the transfer. He then expressed concern that the City's failure to enforce the provisions of the agreements, particularly regarding property tax payments, put the citizens at risk. Councilman Dettmers emphasized that there is no guarantee the TIF payments would lead to the collection of property taxes, as businesses are not consistently paying their taxes. He stressed the need for an economic impact study, which he recommended two years ago, to assess whether downtown businesses could sustain the development. Without proper monitoring, there is a risk that businesses could fail to pay property taxes, leaving the City responsible for TIF payments. He concluded by expressing concern about the potential for negative cash flow and the lack of safeguards in the current TIF administration process.

Councilman Plank clarified that real estate taxes are always paid by the end of the tax cycle, regardless of whether the property owner or the tax buyer pays them. The City will always receive the tax revenue by the end of February each year, whether the taxes are paid in December or later. He emphasized that the property owner has up to three and a half years to buy back the taxes if they are not paid, and that should not be a major concern for the City regarding TIF payments. Councilman Plank argued that the issue of real estate taxes is not material to the reimbursement of capital expenditures and that the TIF Agreement should not be reliant on this factor. He further stated that imposing excessive requirements on small businesses makes it harder to attract them to town, especially when neighboring areas, like Edwardsville, are able to build infrastructure around their downtown to attract more businesses. He expressed the need for flexibility and creativity in attracting businesses to Wood River and questioned the burden of extra regulations. Councilman Plank made the point that businesses prefer simplicity and straightforward processes, and that the focus should be on reimbursing capital expenditures if they are done correctly according to statute. He added that if a business leaves and the property is sold, the City still retains a building that can be used by the new owner. Councilman Plank emphasized that the City should be pro-business rather than imposing heavy-handed government restrictions.

Councilman Dettmers added that there is nothing to prohibit bringing the issue back to the Council to waive those requirements.

The ordinance was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)
NAYS: Ayres, Dettmers (2)

ORDINANCE NO. 2923: AUTHORIZING AN AMENDED REDEVELOPMENT AGREEMENT WITH ARRON DEWERFF, FOR TIF FINANCIAL ASSISTANCE AT 15 E. FERGUSON AVENUE:

Councilman Tweedy moved to approve 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, seconded by Councilman Plank

Councilman Dettmers expressed concerns about the property owner not paying their property taxes, which has resulted in a lien being placed on the property. Councilman Dettmers emphasized that, in addition to other issues, he cannot approve giving \$15,000.00 to someone who has failed to pay a \$2,000.00 tax bill. He stated that there seems to be a problem with the handling of the situation and that the TIF Committee is not doing their job properly.

Councilman Plank disagreed stating that the City still gets their money even if it is a tax buyer who buys the taxes on the property versus the property owner. The owner can deal with the tax buyer. The owner of the property gets an additional three and a half years before anything happens to that property, and the City still has an improved property. That is the design of the TIF arrangement.

Councilman Dettmers stated that the City does not have an improved property, and that the City has taken a lot of properties back.

The ordinance was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

ORDINANCE NO. 2924: AUTHORIZING AN AMENDED REDEVELOPMENT AGREEMENT WITH HEATERZ DEVELOPMENT COMPANY LLC, FOR TIF FINANCIAL ASSISTANCE AT 11 W. FERGUSON AVENUE:

Councilman Plank moved to approve 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, seconded by Councilman Tweedy, and approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

RESOLUTION NO. 2115: 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:

Councilman Plank moved to approve 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, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2116: AUTHORIZING THE MAYOR TO EXECUTE A LOCAL AGENCY ENGINEERING SERVICES AGREEMENT FOR PRELIMINARY ENGINEERING FOR THE EDWARDSVILLE ROAD PHASE 1 AND PHASE 2 PROJECT:

Councilman Ayres moved to approve 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, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2117: 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:

Councilman Tweedy moved to approve 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, seconded by Councilman Ayres

Mayor Stalcup expressed his gratitude to the Director of Parks and Recreation, Pat Minogue, for all of his hard work.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2118: AUTHORIZING AN APPLICATION FOR THE 2025 PARK COMMISSION PEP GRANT FUNDS FROM MADISON COUNTY FOR \$82,666.00:

Councilman Plank moved to approve 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, seconded by Councilman Tweedy

Councilman Ayres inquired about the application deadline, to which Director Minogue confirmed that it is March 20, 2025.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2119: EXECUTING AN AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND MIDWEST MEMBERS CREDIT UNION FOR AN ATM MACHINE AT THE WOOD RIVER RECREATION CENTER:

Councilman Ayres moved to approve 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, seconded by Councilman Plank

Councilman Ayres asked Director Minogue whether Midwest Members Credit Union or the City initiated the request for the ATM machine.

Director Minogue and City Manager Steve Palen confirmed that Midwest Members Credit Union approached the City after executing their sponsorship agreement in support of the Wood River Recreation Center.

Councilman Ayres then inquired whether the ATM requires electricity.

Director Minogue explained that the machine is plugged in and hardwired with an ethernet cable, with no associated costs for the City. He added that having an ATM at the Recreation Center would provide guests with convenient access to cash.

A discussion followed regarding the ATM's electricity requirements and floor space. It was noted that the agreement does not specify fees for electricity or space; however, Midwest Members Credit Union has a \$5,000.00 per year sponsorship agreement with the City for five years.

Councilman Tweedy confirmed that the ATM is intended as a service for Recreation Center guests.

Councilman Ayres suggested that in three years, the City explore options with other companies.

Director Minogue explained that the proposal was brought to the Council because Midwest Members Credit Union is a local institution.

Councilman Ayres then moved to amend the agreement to include language stating that after three years, a 30-day period would allow other banks or credit unions to propose the same service, giving the City the option to select a provider. Councilman Dettmers seconded the motion.

City Manager Steve Palen pointed out that the agreement already includes language allowing the City to opt out with 90 days' notice before renewal.

It was confirmed that the existing language addresses Councilman Ayres' concerns, making the proposed amendment unnecessary.

The resolution was approved by the following vote:

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

NAYS: None (0)

RECEIPT OF BUDGET:

Councilman Tweedy moved to approve receipt of the City Manager's Proposed Budget for the 2025-26 Fiscal Year, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

APPROVED: 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:

Councilman Plank moved to approve 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, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – LORENA AVENUE PTA – APPROVED:

Councilman Tweedy moved to approve 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 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Plank and approved by the following vote:

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

NAYS: None (0)

APPROVED: 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 7:00 P.M. BEFORE THE REGULARLY SCHEDULED CITY COUNCIL MEETING:

Councilman Ayres moved to approve 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 7:00 p.m. before the regularly scheduled City Council Meeting, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

DENIED: DISCUSSION AND APPROVAL OF AN INDEPENDENT INVESTIGATION AND FORENSIC AUDIT OF THE CITY:

Councilman Plank moved to approve an independent investigation and forensic audit of the City, seconded by Councilman Ayres

Councilman Dettmers put forth a motion to amend the discussion and approval to include Officers, City Officials, and City Council to be a part of the investigation and forensic audit, seconded by Councilman Ayres, and the amendment was denied by the following vote:

AYES: Ayres, Dettmers (2)

NAYS: Plank, Tweedy, Stalcup (3)

The discussion and approval of an independent investigation and forensic audit of the City was denied by the following vote:

AYES: Ayres, Dettmers (2)

NAYS: Plank, Tweedy, Stalcup (3)

OLD BUSINESS: NONE

NEW BUSINESS:

Councilman Ayres stated that he would like to schedule a Special Meeting to schedule a Public Hearing for the removal of the City Manager.

Councilman Dettmers stated that to schedule a Special Meeting, it must be done through written requests.

Councilman Dettmers and Councilman Ayres agreed that they will submit written requests to schedule a Special Meeting for Monday, March 10, 2025.

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 8:43 p.m.

Mayor

City Clerk

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 03/17/2025
INVOICES DUE ON/BEFORE: 04/17/2025

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
GENERAL REVENUES	T000	FREEDOM FOREVER LLC	REFUND - BUILDING PERMIT	10-00	20-241	97.00
GENERAL REVENUES	T000	FREEDOM FOREVER LLC	REFUND - ELECTRICAL PERMIT	10-00	20-242	35.00
GENERAL REVENUES	JOSEPH LAW DBA A+ PLUMBING & DRAIN	STREET CUT PERMIT DEPOSIT REFU	10-00	20-244		150.00
GENERAL REVENUES	MALLORY RENTAL LLC	STREET CUT PERMIT DEPOSIT REFU	10-00	20-244		150.00
GENERAL REVENUES	6069	SHULTS SEPTIC SERVICE	STREET CUT PERMIT DEPOSIT REFU	10-00	20-244	150.00
GENERAL REVENUES Total						582.00
LEGISLATIVE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-11	40-792	129.00
LEGISLATIVE	333	BUDGET SIGNS & TROPHYS	PLAQUE - GLEN MASTERSON	10-11	40-791	97.50
LEGISLATIVE	5966	CARDMEMBER SERVICES	VERIZON	10-11	40-786	42.32
LEGISLATIVE	5966	CARDMEMBER SERVICES	VERIZON	10-11	40-786	(61.36)
LEGISLATIVE	5793	HEARST MEDIA	PUBLIC NOTICE - 401 E. ACTON	10-11	40-741	153.52
LEGISLATIVE	5793	HEARST MEDIA	PUBLIC NOTICE - 401 E. ACTON	10-11	40-741	153.52
LEGISLATIVE	5793	HEARST MEDIA	PUBLIC HEARING - MS4 PERMIT	10-11	40-741	93.61
LEGISLATIVE	5793	HEARST MEDIA	PUBLIC HEARING - 2025-2026 BUDGET	10-11	40-741	123.56
LEGISLATIVE	4289	RIVERBENDER.COM	MARCH 2025 - WEB SITE HOSTING	10-11	40-792	40.00
LEGISLATIVE	5583	SHRED IT	2/12/2025 - SHREDDING CITY CLERK	10-11	40-792	17.50
LEGISLATIVE	981	UTILITRA	MARCH 2025 - IT SERVICES	10-11	40-796	177.68
LEGISLATIVE	6334	WATERMAN'S FLORAL	FLOWERS - FRED BRIGHT	10-11	40-599	60.00
LEGISLATIVE Total						1,026.85
ADMINISTRATION	5966	CARDMEMBER SERVICES	MONTHLY ADOBE PRO	10-12	40-792	36.47
ADMINISTRATION	5966	CARDMEMBER SERVICES	1/1-2/10/2025 - TELEPHONE	10-12	40-786	137.25
ADMINISTRATION	5966	CARDMEMBER SERVICES	PARKING TICKET	10-12	40-719	68.50
ADMINISTRATION	3475	DA-COM DIGITAL	3/4-6/3/2025 - COPIER LEASE	10-12	40-751	535.24
ADMINISTRATION	1015	QUILL	INK	10-12	40-514	62.99
ADMINISTRATION	1015	QUILL	POST-IT FLAGS	10-12	40-519	21.18
ADMINISTRATION	981	UTILITRA	MARCH 2025 - IT SERVICES	10-12	40-796	474.48
ADMINISTRATION Total						1,336.11
FINANCE	5966	CARDMEMBER SERVICES	MONTHLY ADOBE PRO	10-13	40-792	47.98
FINANCE	5966	CARDMEMBER SERVICES	1/1-2/10/2025 - TELEPHONE	10-13	40-786	137.25
FINANCE	5966	CARDMEMBER SERVICES	WALL ORGANIZER	10-13	40-519	31.89
FINANCE	5966	CARDMEMBER SERVICES	VERIZON	10-13	40-786	42.32
FINANCE	5966	CARDMEMBER SERVICES	VERIZON	10-13	40-786	(61.36)

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FINANCE	5998	SMARTBILL	WATER BILLS - POSTAGE	10-13	40-511	2,242.08
FINANCE	5998	SMARTBILL	WATER BILLS - PRINTING	10-13	40-742	730.23
FINANCE	5444	TIMEVALUE SOFTWARE	ANNUAL - 2/23/2025-2/22/2026	10-13	40-514	35.00
FINANCE	981	UTILITRA	MARCH 2025 - IT SERVICES	10-13	40-796	1,118.76
FINANCE Total						4,324.15
ANIMAL CONTROL	6273	AL'S TRANSMISSION	REPLACE EMERGENCY BRAKE SHOE	10-14	40-719	363.26
ANIMAL CONTROL	4730	N COUNTY ANIMAL CARE AND C	JAN-FEB 2025 ANIMAL PICK UPS	10-14	40-747	125.00
ANIMAL CONTROL Total						488.26
LEGAL	279	BASSETT & GABRIEL	LEGAL SERVICES	10-15	40-721	890.00
LEGAL	279	BASSETT & GABRIEL	MONTHLY RETAINER	10-15	40-792	950.00
LEGAL	279	BASSETT & GABRIEL	LEGAL SERVICES	10-15	40-721	2,988.01
LEGAL Total						4,828.01
BUILDING & ZONING	5966	CARDMEMBER SERVICES	USPS - POSTAGE FOR B&Z	10-16	40-511	10.99
BUILDING & ZONING	5966	CARDMEMBER SERVICES	MONTHLY ADOBE PRO	10-16	40-792	11.51
BUILDING & ZONING	5966	CARDMEMBER SERVICES	1/1-2/10/2025 - TELEPHONE	10-16	40-786	68.65
BUILDING & ZONING	5966	CARDMEMBER SERVICES	FILE ORGANIZER-B&Z	10-16	40-519	15.39
BUILDING & ZONING	981	UTILITRA	MARCH 2025 - IT SERVICES	10-16	40-796	283.68
BUILDING & ZONING	119	WALTCO	HAMMER, STAPLER, STAPLES	10-16	40-589	29.98
BUILDING & ZONING	119	WALTCO	NOTEPAD	10-16	40-519	5.49
BUILDING & ZONING Total						425.69
STREET LIGHTING	5966	CARDMEMBER SERVICES	JANUARY 2025 - ROCK HILL	10-17	40-788	208.89
STREET LIGHTING	5966	CARDMEMBER SERVICES	JANUARY 2025 - GRAND VIEW	10-17	40-788	125.00
STREET LIGHTING Total						333.89
CITY HALL MAINTENANCE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-19	40-792	195.00
CITY HALL MAINTENANCE	5966	CARDMEMBER SERVICES	1/11-2/10/2025 - TELEPHONE	10-19	40-786	205.86
CITY HALL MAINTENANCE	1245	CITY OF WOOD RIVER	111 N WR AVE -WATER	10-19	40-781	46.12
CITY HALL MAINTENANCE	5949	DEPENDABLE CLEANING	MONTHLY CLEANING - CITY HALL	10-19	40-792	777.50
CITY HALL MAINTENANCE	5583	SHRED IT	2/12/2025 - SHREDDING CITY HALL	10-19	40-792	34.99
CITY HALL MAINTENANCE	6341	TANKS PEST CONTROL	PEST CONTROL - CITY HALL	10-19	40-752	24.00
CITY HALL MAINTENANCE Total						1,283.47
STREET MAINTENANCE	5467	ALL TYPE HYDRAULICS	HYDRAULIC HOSE FITTINGS	10-21	40-529	71.06
STREET MAINTENANCE	5467	ALL TYPE HYDRAULICS	HYDRAULIC HOSE FITTINGS	10-21	40-529	110.22
STREET MAINTENANCE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-21	40-799	162.00
STREET MAINTENANCE	5966	CARDMEMBER SERVICES	2/7-3/6/2025 - 1 S. 14TH STREET	10-21	40-786	218.14

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STREET MAINTENANCE	5966	CARDMEMBER SERVICES	VERIZON	10-21	40-786	80.33
STREET MAINTENANCE	5966	CARDMEMBER SERVICES	VERIZON	10-21	40-786	(116.48)
STREET MAINTENANCE	5995	CONSTELLATION	STREET UTILITIES	10-21	40-783	3,064.15
STREET MAINTENANCE	5420	D&D TIRE SERVICE	TIRE	10-21	40-719	342.50
STREET MAINTENANCE	4732	FARM & HOME	WORK PANTS, SWEATSHIRT	10-21	10-594	200.00
STREET MAINTENANCE	4732	FARM & HOME	WORK PANT	10-21	40-594	39.99
STREET MAINTENANCE		JOSH SHEETS	HI-VIS PARKA FOR J SHEETS	10-21	40-594	77.74
STREET MAINTENANCE	3603	LUBY	PARTS TO REPAIR STREET BACKHOF	10-21	40-529	1,149.62
STREET MAINTENANCE	3603	LUBY	PARTS TO REPAIR STREET BACKHOF	10-21	40-529	424.32
STREET MAINTENANCE	3603	LUBY	RETURN PARTS FOR STREET BACKH	10-21	40-529	(20.00)
STREET MAINTENANCE	981	UTILITRA	MARCH 2025 - IT SERVICES	10-21	40-796	70.25
STREET MAINTENANCE	119	WALTCO	SPACER SHIMS	10-21	40-529	12.00
STREET MAINTENANCE	119	WALTCO	FITTINGS FOR 2 TON TRUCK	10-21	40-529	51.12
STREET MAINTENANCE	119	WALTCO	STRAPS	10-21	40-529	67.96
STREET MAINTENANCE Total						6,004.92
PARKS AND RECREATION	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-24	40-792	282.00
PARKS AND RECREATION	333	BUDGET SIGNS & TROPHYS	SUMMER & FALL SOFTBALL TROPH	10-24	40-308	231.00
PARKS AND RECREATION	333	BUDGET SIGNS & TROPHYS	BELK PARK BENCH PLATE	10-24	40-305	28.00
PARKS AND RECREATION	5966	CARDMEMBER SERVICES	DJ FOR DADDY DAUGHTER DANCE	10-24	40-303	600.00
PARKS AND RECREATION	5966	CARDMEMBER SERVICES	GATEWAY GREEN CONFERENCE - P	10-24	40-659	80.00
PARKS AND RECREATION	5966	CARDMEMBER SERVICES	POLYCAP FOR FENCE TOPS @ DWI	10-24	40-916	1,358.70
PARKS AND RECREATION	5966	CARDMEMBER SERVICES	VERIZON	10-24	40-786	126.96
PARKS AND RECREATION	5966	CARDMEMBER SERVICES	VERIZON	10-24	40-786	(184.09)
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	6TH ST PARK - WATER	10-24	40-781	6.50
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	100 WALCOTT - WATER	10-24	40-781	8.14
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	ROUNDHOUSE - WATER	10-24	40-781	8.14
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	S 14TH ST - WATER	10-24	40-781	8.14
PARKS AND RECREATION	5995	CONSTELLATION	PARKS UTILITIES	10-24	40-783	989.18
PARKS AND RECREATION	1336	LOWE'S	QUICKCRETE, PVC FOR FOUL POLES	10-24	40-916	143.37
PARKS AND RECREATION	6341	TANKS PEST CONTROL	PEST CONTROL - ROUNDHOUSE	10-24	40-752	12.00
PARKS AND RECREATION Total						3,698.04
PARK MAINTENANCE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-25	40-792	144.00
PARK MAINTENANCE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-25	40-792	150.00
PARK MAINTENANCE	5966	CARDMEMBER SERVICES	ILLINOIS STATE FLAG @ CENTRAL P	10-25	40-569	18.39

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PARK MAINTENANCE	5966	CARDMEMBER SERVICES	MICROWAVE - BRUSHY GROVE PAF	10-25	40-549	67.96
PARK MAINTENANCE	5966	CARDMEMBER SERVICES	AMERICAN FLAG - EMERICK SPORT	10-25	40-569	25.99
PARK MAINTENANCE	5966	CARDMEMBER SERVICES	VERIZON	10-25	40-786	42.32
PARK MAINTENANCE	5966	CARDMEMBER SERVICES	VERIZON	10-25	40-786	(62.69)
PARK MAINTENANCE	1245	CITY OF WOOD RIVER	2551 ROCK HILL RD - WATER	10-25	40-781	6.50
PARK MAINTENANCE	1245	CITY OF WOOD RIVER	312 LINTON - WATER	10-25	40-781	8.14
PARK MAINTENANCE	2749	CLEARY'S SHOES & BOOTS	BOOTS - BOONE	10-25	40-594	204.00
PARK MAINTENANCE	5995	CONSTELLATION	PARKS UTILITIES	10-25	40-783	600.75
PARK MAINTENANCE	100	GRP WEGMAN	REPLACE BULBS @ EMERICK SPORT	10-25	40-792	20,490.41
PARK MAINTENANCE	1087	SCHWARTZKOPF PRINTING	PARK MAINTENANCE - T-SHIRTS, H	10-25	40-594	117.45
PARK MAINTENANCE	119	WALTCO	PAINT ROLLER & COVERS	10-25	40-539	4.48
PARK MAINTENANCE Total						21,817.70
POLICE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	10-27	40-792	180.00
POLICE	5966	CARDMEMBER SERVICES	JANUARY 2025 - CELL PHONES	10-27	10-786	1,186.36
POLICE	5966	CARDMEMBER SERVICES	2/2-3/1/2025 - CELL PHONE	10-27	40-786	86.84
POLICE	5966	CARDMEMBER SERVICES	1/1-2/10/2025 - TELEPHONE	10-27	40-786	137.25
POLICE	5966	CARDMEMBER SERVICES	FIRE ACADEMY UNIFORM - KORINE	10-27	40-594	36.24
POLICE	5966	CARDMEMBER SERVICES	EAR PLUGS - FIRE ACADEMY - KORII	10-27	40-589	21.29
POLICE	5966	CARDMEMBER SERVICES	SAFETY GLASSES, WORK PANTS - FI	10-27	40-589	65.95
POLICE	5966	CARDMEMBER SERVICES	PICKING UP NEW SQUAD CARS AT I	10-27	40-521	12.67
POLICE	5966	CARDMEMBER SERVICES	PICKING UP NEW SQUAD CARS AT I	10-27	40-521	12.65
POLICE	5966	CARDMEMBER SERVICES	PICKING UP NEW SQUAD CARS AT I	10-27	40-521	12.58
POLICE	5966	CARDMEMBER SERVICES	US FLAG, POW/MIA FLAG, ILLINOIS	10-27	40-599	312.96
POLICE	5966	CARDMEMBER SERVICES	TASER HOLSTER	10-27	40-527	24.99
POLICE	5966	CARDMEMBER SERVICES	TONER - JAIL PRINTER	10-27	40-514	50.25
POLICE	5966	CARDMEMBER SERVICES	MOUNTING SCREWS FOR BODY CA	10-27	40-527	12.50
POLICE	5966	CARDMEMBER SERVICES	WATER FILTERS - PD REFRIGERATO	10-27	40-549	32.99
POLICE	5966	CARDMEMBER SERVICES	WIPER BLADES - SQUADS CARS	10-27	40-719	98.35
POLICE	5966	CARDMEMBER SERVICES	WIRELESS MOUSE	10-27	40-519	13.99
POLICE	5966	CARDMEMBER SERVICES	GASOLINE - CRIMINAL JUSTICE SUN	10-27	40-521	35.11
POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - DINN	10-27	40-639	114.21
POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - HOTE	10-27	40-639	145.60
POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - HOTE	10-27	40-639	145.60
POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - HOTE	10-27	10-639	148.60

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POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - HOTE	10-27	40-639	145.60
POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - HOTE	10-27	40-639	145.60
POLICE	5966	CARDMEMBER SERVICES	CRIMINAL JUSTICE SUMMIT - HOTE	10-27	40-639	145.60
POLICE	5966	CARDMEMBER SERVICES	CYAN TONER - ADMIN	10-27	40-514	91.89
POLICE	5966	CARDMEMBER SERVICES	MAGENTA TONER - ADMIN	10-27	40-514	91.89
POLICE	5966	CARDMEMBER SERVICES	BINDER CLIPS - PD	10-27	40-519	10.89
POLICE	1245	CITY OF WOOD RIVER	550 MADISON - WATER	10-27	40-781	96.76
POLICE	5709	CONSTELLATION	PD UTILITIES ACCT #0065013026	10-27	40-783	746.59
POLICE	443	DATA TRONICS	REMOVE EQUIPMENT FROM OLD #	10-27	40-929	262.50
POLICE	443	DATA TRONICS	REPAIR ISSUE WITH PORTABLE RAD	10-27	40-792	193.95
POLICE	443	DATATRONICS	REPAIR RADIO - #166	10-27	40-792	105.00
POLICE	5949	DEPENDABLE CLEANING	FEBRUARY 2025 - CLEANING	10-27	40-754	1,345.00
POLICE	5949	DEPENDABLE CLEANING	PAPER PRODUCTS	10-27	40-541	144.00
POLICE	100	GRP WEGMAN	TROUBLESHOOT NOISE FROM BOIL	10-27	40-792	128.91
POLICE	100	GRP WEGMAN	LOCATE SEWER CLEANOUT IN WAL	10-27	40-792	231.21
POLICE	3551	LEO M ELLEBRACHT	BUNKER GEAR - GEAR WASH	10-27	40-541	58.00
POLICE	2606	MES	TRUCKMAN'S CHAINSAW - ROSENE	10-27	40-929	3,224.62
POLICE	6040	PIASA CLEANERS	CLEAN PD BLANKETS	10-27	40-792	144.00
POLICE	1002	PRO AUTOMOTIVE	DIAGNOSE NOISE IN VEHICLE	10-27	40-719	209.86
POLICE	946	RAY O'HERRON	EARPIECE	10-27	40-527	36.41
POLICE	6376	ROTTLER	PEST CONTROL - 550 MADISON	10-27	40-754	80.00
POLICE	6367	ROTTLER	PEST CONTROL - 550 MADISON	10-27	40-754	30.00
POLICE	6301	ROYAL PRINTING	ENVELOPES - FIRE & POLICE COMM	10-27	40-757	105.00
POLICE	1777	TOP SECRET	REMOVE VINYL ON WRPD VEHICLE	10-27	40-719	585.00
POLICE	1777	TOP SECRET	REMOVE VINYL ON WRPD VEHICLE	10-27	40-719	390.00
POLICE	1777	TOP SECRET	INSTALL VEHICLE NUMBERS ON SQ	10-27	40-719	120.00
POLICE	5206	TRANSUNION	FEBRUARY 2025 - WEB SEARCHED	10-27	40-792	178.40
POLICE	981	UTILITRA	MARCH 2025 - IT SERVICES	10-27	40-796	4,441.25
POLICE	5632	WELLS FARGO	COPIER LEASE	10-27	40-751	93.98
POLICE Total						16,468.89
FIRE	6246	AIRGAS	CYLINDER RENTAL	10-28	40-551	58.80
FIRE	299	BANNER FIRE	FUEL FOR SMALL ENGINES & SAWS	10-28	40-529	102.99
FIRE	299	BANNER FIRE	HI-VIS JACKET - PALEN	10-28	40-594	59.99
FIRE	318	BOUND TREE	MEDICAL SUPPLIES	10-28	40-551	403.89

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FIRE	318	BOUND TREE	REUSABLE SENSOR	10-28	40-551	101.99
FIRE	333	BUDGET SIGNS & TROPHYS	REFLECTIVE STRIPING - SCBA CYLIN	10-28	40-515	45.00
FIRE	5966	CARDMEMBER SERVICES	JANUARY 2025 - CELL PHONES	10-28	40-786	42.20
FIRE	5966	CARDMEMBER SERVICES	JANUARY 2025 - IPADS	10-28	40-753	181.20
FIRE	5966	CARDMEMBER SERVICES	2/18-3/17/2025 - 501 E. EDWARDS	10-28	40-786	709.00
FIRE	5966	CARDMEMBER SERVICES	STORAGE BINS - SCAB ORGANIZATI	10-28	40-515	63.48
FIRE	5966	CARDMEMBER SERVICES	HI VIS VESTS (3)	10-28	40-589	90.18
FIRE	5966	CARDMEMBER SERVICES	SCBA ORGANIZATION, VEHICLE WA	10-28	40-549	111.00
FIRE	5966	CARDMEMBER SERVICES	STORAGE BINS - SCAB ORGANIZATI	10-28	40-515	24.54
FIRE	5966	CARDMEMBER SERVICES	WINDOW BLINDS	10-28	40-916	187.00
FIRE	5966	CARDMEMBER SERVICES	COMPUTER SCREEN - WORK STATI	10-28	40-519	69.99
FIRE	5966	CARDMEMBER SERVICES	KNEE PADS - KORINEK	10-28	40-594	39.94
FIRE	5966	CARDMEMBER SERVICES	WIRELESS KEYBOARD	10-28	40-519	18.99
FIRE	5966	CARDMEMBER SERVICES	TV WALL MOUNT	10-28	40-519	39.98
FIRE	5966	CARDMEMBER SERVICES	VERIZON	10-28	40-786	222.37
FIRE	5966	CARDMEMBER SERVICES	VERIZON	10-28	40-786	(321.34)
FIRE	1245	CITY OF WOOD RIVER	501 EDWARDSVILLE RD - WATER	10-28	40-781	160.66
FIRE	443	DATATRONICS	CHARGER FOR VEHICLE	10-28	40-589	545.00
FIRE	6009	DINGES FIRE	18" HOSE	10-28	40-589	95.00
FIRE	539	FIRE SAFETY	FIRE EXTINGUISHERS - 4298	10-28	40-589	1,161.00
FIRE	3833	HSI	CPR CARDS - WRFD POCs	10-28	40-679	64.48
FIRE	778	LEON	CLASS A'S, DUTY BOOTS - S BLOCH	10-28	40-594	691.95
FIRE	778	LEON	PANTS - KORINEK	10-28	40-594	72.00
FIRE	6208	REDS GARAGE DOOR	REPAIR APPARATUS BAY DOOR	10-28	40-792	1,250.00
FIRE	1518	SENTINEL	BLACK GEAR BAG - KORINEK	10-28	40-589	80.00
FIRE	1518	SENTINEL	REPAIR LIGHT & LIGHTBAR MOUNT	10-28	40-719	406.00
FIRE	1518	SENTINEL	REBUILD - PUMP SHAFT 4214	10-28	40-719	285.90
FIRE	1518	SENTINEL	STORAGE BAG - TFT BLITZFIRE	10-28	40-589	228.56
FIRE	1518	SENTINEL	CABLE CUTTERS	10-28	40-589	24.14
FIRE	5583	SHRED IT	2/12/2025 - SHREDDING	10-28	40-792	52.49
FIRE	6303	TOM YOHE	CREATE & ADMINISTER CAPTAIN P	10-28	40-779	1,500.00
FIRE	5687	UNIVERSITY OF ILLINOIS	CLASS#202501243-BASIC FF/NFPA	10-28	40-679	800.00
FIRE	981	UTILITRA	2 LAPTOPS/DOCKS & TOWER - FIRE	10-28	40-796	3,935.14
FIRE	981	UTILITRA	MARCH 2025 - IT SERVICES	10-28	40-796	858.65

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FIRE	981	UTILITRA	LICENSE FOR SECURITY CAMERA	10-28	40-916	115.90
FIRE	981	UTILITRA	DESKTOP UPS	10-28	40-796	72.81
FIRE	981	UTILITRA	SECURITY CAMERAS WOOD RIVER I	10-28	40-916	20,870.33
FIRE	119	WALTCO	HAMMER, SCREWDRIVER, DRILL BIT	10-28	40-549	12.16
FIRE	119	WALTCO	PARTS FOR SCBA BRACKET IN HOSE	10-28	40-549	8.00
FIRE	6001	WEBER FORD	CHECK LOSS OF POWER	10-28	40-719	686.51
FIRE	6001	WEBER FORD	REPLACE FRONT BUCKET SEAT BOT	10-28	40-719	2,290.08
FIRE	6001	WEBER FORD	FLYWHEEL & STARTER REPLACEMENT	10-28	40-719	3,363.25
FIRE Total						41,881.20
POLICE COMMUNICATIONS	5966	CARDMEMBER SERVICES	SMALL NOTEPADS	10-40	40-519	27.98
POLICE COMMUNICATIONS	5966	CARDMEMBER SERVICES	BATTERIES-DISPATCH	10-40	40-519	18.64
POLICE COMMUNICATIONS	5995	CONSTELLATION	POLICES UTILITIES	10-40	40-783	134.59
POLICE COMMUNICATIONS	6320	FIRST CITIZENS BANK	COPIER LEASE	10-40	40-751	407.00
POLICE COMMUNICATIONS	5906	NELSON SYSTEMS	PHONE RECORDING SYSTEM - 5/1/	10-40	40-751	3,319.41
POLICE COMMUNICATIONS	981	UTILITRA	REFURBISH DISPATCH PHONE	10-40	40-599	125.00
POLICE COMMUNICATIONS Total						4,032.62
MFT	4264	CHRIST BROS.	PATCH	21-00	40-552	483.20
MFT	4264	CHRIST BROS.	PATCH	21-00	40-552	316.80
MFT	5404	OATES ASSOCIATES INC	WOOD RIVER GRANT APPLICATION	21-00	40-726	7,000.00
MFT	1099	SHEPPARD MORGAN SCHWAAI	2025 STP APPLICATION, E'VILLE RD.	21-00	40-726	5,994.93
MFT	1099	SHEPPARD MORGAN SCHWAAI	EDWARDSVILLE ROAD WATER LINE	21-00	40-726	984.50
MFT	119	WALTO	SIGN HARDWARE	21-00	40-556	11.49
MFT Total						14,790.92
INSURANCE	423	BRIAN CRAWFORD	MONTHLY INSURANCE PAYMENT	23-00	40-841	100.00
INSURANCE	3642	LEONARD REVELLE	MONTHLY INSURANCE PAYMENT	23-00	40-841	100.00
INSURANCE	2531	MIKE CARLISLE	MONTHLY INSURANCE PAYMENT	23-00	40-841	100.00
INSURANCE	6374	MIKE MEYERS	MONTHLY INSURANCE PAYMENT	23-00	40-841	100.00
INSURANCE Total						400.00
LIBRARY	5995	CONSTELLATION	LIBRARY UTILITIES	25-00	40-783	926.19
LIBRARY	5709	CONSTELLATION	LIBRARY UTILITIES	25-00	40-783	177.82
LIBRARY	5709	CONSTELLATION	LIBRARY UTILITIES	25-00	40-783	123.55
LIBRARY Total						1,227.56
PUBLIC SERVICES ADMIN	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	30-00	40-792	138.00
PUBLIC SERVICES ADMIN	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	30-00	40-792	66.00

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PUBLIC SERVICES ADMIN	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	30-00	40-792	183.00
PUBLIC SERVICES ADMIN		BICKLE ELECTRIC	DIRECTOR'S CONFERENCE ROOM H	30-00	40-719	395.00
PUBLIC SERVICES ADMIN		CAMP ELECTRIC	GARAGE LIGHT WARRANTY REPAIR	30-00	40-529	214.00
PUBLIC SERVICES ADMIN		CAMP ELECTRIC	GARAGE LIGHT WARRANTY REPAIR	30-00	40-529	214.00
PUBLIC SERVICES ADMIN	5966	CARDMEMBER SERVICES	ADOBE SUBSCRIPTION	30-00	40-729	14.99
PUBLIC SERVICES ADMIN	5966	CARDMEMBER SERVICES	KEYS FOR HAND TOWEL DISPENSERS	30-00	40-599	5.92
PUBLIC SERVICES ADMIN	5966	CARDMEMBER SERVICES	VERIZON	30-00	40-786	42.32
PUBLIC SERVICES ADMIN	5966	CARDMEMBER SERVICES	VERIZON	30-00	40-786	(61.36)
PUBLIC SERVICES ADMIN	5949	DEPENDABLE CLEANING SERVICE	PW CLEANING	30-00	40-752	200.00
PUBLIC SERVICES ADMIN	3780	GONZALEZ	IEMA APPLICATION	30-00	40-725	1,877.50
PUBLIC SERVICES ADMIN	3780	GONZALEZ	6TH ST. PUMP STATION	30-00	40-725	127.81
PUBLIC SERVICES ADMIN	981	UTILITRA	MARCH 2025 - IT SERVICES	30-00	40-796	143.25
PUBLIC SERVICES ADMIN Total						3,560.43
WATER DISTRIBUTION	5966	CARDMEMBER SERVICES	SHIPPING SAMPLES	30-31	40-511	2.55
WATER DISTRIBUTION	5966	CARDMEMBER SERVICES	VERIZON	30-31	40-786	154.35
WATER DISTRIBUTION	5966	CARDMEMBER SERVICES	VERIZON	30-31	40-786	(223.81)
WATER DISTRIBUTION	5995	CONSTELLATION	WATER UTILITIES	30-31	40-783	1,167.40
WATER DISTRIBUTION	2600	CORE AND MAIN	NEW HYDRANT AND STORZ CONNE	30-31	40-580	3,892.71
WATER DISTRIBUTION	2600	CORE AND MAIN	METER PIT AND LID	30-31	40-581	1,155.02
WATER DISTRIBUTION	3506	TEKLAB, INC.	WATER ANALYSIS 01/08, 01/09, 01,	30-31	40-779	380.75
WATER DISTRIBUTION	981	UTILITRA	MARCH 2025 - IT SERVICES	30-31	40-796	70.25
WATER DISTRIBUTION	119	WALTCO	PLIERS	30-31	4-0589	9.99
WATER DISTRIBUTION	119	WALTCO	GLOVES	30-31	40-531	5.00
WATER DISTRIBUTION Total						6,614.21
WATER PLANT	5966	CARDMEMBER SERVICES	1/11-2/10/2025 - SCADA INTERNET	30-32	40-786	202.75
WATER PLANT	5966	CARDMEMBER SERVICES	NEW DRAIN AUGER FOR WATER PL	30-32	40-589	807.07
WATER PLANT	5995	CONSTELLATION	WATERS UTILITIES	30-32	40-783	834.16
WATER PLANT	348	CR SYSTEMS	DISINFECTANTS	30-32	40-531	44.00
WATER PLANT	3196	CURRY AND ASSOCIATES	PFAS GRANT APPLICATION	30-32	40-799	4,719.49
WATER PLANT	3196	CURRY AND ASSOCIATES	FILTER UNDERDRAIN PROJECT - CO	30-32	40-916	1,153.13
WATER PLANT	3196	CURRY AND ASSOCIATES	PFAS GRANT APPLICATION	30-32	40-799	359.18
WATER PLANT	4122	HYDRO-KINETICS	iCONTROL SERVICES	30-32	40-719	300.00
WATER PLANT	5529	MERRICK	SPRAY NOZZLES	30-32	40-589	982.74
WATER PLANT	873	MLC	PEBBLE QUICKCLIME	30-32	40-553	7,528.56

CITY OF WOOD RIVER
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INVOICES DUE ON/BEFORE: 04/17/2025

WATER PLANT	469	PVS DX, INC.	CHLORINE	30-32	40-555	4,191.44
WATER PLANT	3196	TEK CONSTRUCTION	PAY REQUEST #2 FILTER UNDERDR/	30-32	40-916	160,430.07
WATER PLANT	981	UTILITRA	MARCH 2025 - IT SERVICES	30-32	40-796	70.25
WATER PLANT Total						181,622.84
SEWER COLLECTIONS	5547	ADVANCE AUTO PARTS	BATTERY RACKS (2)	40-41	40-599	300.00
SEWER COLLECTIONS	5547	ADVANCE AUTO PARTS	BATTERY RACK SHELVES (5)	40-41	40-599	15.00
SEWER COLLECTIONS	3984	AUTO ZONE	CHEM DRY	40-41	40-531	19.18
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	54.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	66.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	108.00
SEWER COLLECTIONS	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	40-41	40-792	54.00
SEWER COLLECTIONS	5966	CARDMEMBER SERVICES	JANUARY 2025 - RHR LIFT STATION	40-41	40-786	294.51
SEWER COLLECTIONS	5966	CARDMEMBER SERVICES	GAS FOR TRUCK WHEN PICKED UP	40-41	40-521	95.00
SEWER COLLECTIONS	5995	CONSTELLATION	SEWER UTILITIES	40-41	40-783	1,940.33
SEWER COLLECTIONS	5709	CONSTELLATION	WWTF UTILITIES	40-41	40-783	8,247.19
SEWER COLLECTIONS	5709	CONSTELLATION	WWTF UTILITIES	40-41	40-783	8,288.28
SEWER COLLECTIONS	4732	FARM & HOME	WORK PANTS	40-41	40-594	58.95
SEWER COLLECTIONS	866	MIDWEST OCCUPATIONAL MEI	QUARTERLY RANDOM ADMIN FEES	40-41	40-498	250.00
SEWER COLLECTIONS	119	WALTCO	WINTER GLOVES (4)	40-41	40-531	27.96
SEWER COLLECTIONS	119	WALTCO	30" CURVED SQUEEGEE	40-41	40-589	39.99
SEWER COLLECTIONS	119	WATCO	RECIPROCATING SAW BLADE SET, T	40-41	40-531	36.99
SEWER COLLECTIONS Total						20,651.38
SEWER PLANT	5995	CONSTELLATION	WWTF UTILITIES	40-42	40-783	314.15
SEWER PLANT	1004	VEOLIA	CONTRACT OPS FOR APRIL	40-42	40-791	86,052.00
SEWER PLANT	1004	VEOLIA	XORDINARY COSTS 4TH QTR - RCRA	40-42	40-754	7,031.89
SEWER PLANT	1004	VEOLIA	XORDINARY COSTS 4TH QTR - PRET	40-42	40-754	2,412.10
SEWER PLANT Total						95,810.14

CITY OF WOOD RIVER
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REFUSE	5966	CARDMEMBER SERVICES	VERIZON	49-49	40-799	25.08
REFUSE	5966	CARDMEMBER SERVICES	VERIZON	49-49	40-799	(36.37)
REFUSE Total						(11.29)
GOLF MAINTENANCE	4731	CLOVERLEAF GOLF COURSE	APRIL 2025 - GC MAINTENANCE	50-51	40-792	37,324.35
GOLF MAINTENANCE	5574	MPR SUPPLY CO	WINTERIZE IRRIGATION PUMP STA	50-51	40-792	429.25
GOLF MAINTENANCE Total						37,753.60
GOLF CLUBHOUSE	5543	ACUSHNET	GOLF BALLS - RESALE	50-52	40-579	174.14
GOLF CLUBHOUSE	5543	ACUSHNET	GOLF BALLS - RESALE	50-52	40-579	2,459.64
GOLF CLUBHOUSE	5543	ACUSHNET	SPECIAL ORDER - ROLAND	50-52	40-578	1,411.63
GOLF CLUBHOUSE	5430	ACUSHNET	GOLF BALLS - RESALE	50-52	40-579	3,098.64
GOLF CLUBHOUSE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	50-52	40-792	198.00
GOLF CLUBHOUSE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	50-52	40-792	156.00
GOLF CLUBHOUSE	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	50-52	40-792	168.00
GOLF CLUBHOUSE	333	BUDGET SIGNS & TROPHYS	PLAQUE - MICKEY SABOLO	50-52	40-792	99.00
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	DISH TV @ BELK CLUBHOUSE	50-52	40-786	234.97
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	UNIVERSAL REMOTE CONTROL - BE	50-52	40-519	9.55
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	COMPUTER & MONITOR FOR BELK	50-52	40-519	208.97
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	SHELVING UNIT - BELK CLUBHOUSE	50-52	40-549	49.49
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	SPILL ABSORBENT - BELK CLUBHOU	50-52	40-541	15.67
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	COMPUTER FOR BELK CLUBHOUSE	50-52	40-519	149.99
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	VERIZON	50-52	40-786	118.03
GOLF CLUBHOUSE	5966	CARDMEMBER SERVICES	VERIZON	50-52	40-786	(171.14)
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	2025-2026 LIQUOR LICENSE - GOLF	50-52	40-754	700.00
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK OASIS - WATER	50-52	40-781	8.14
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK S BATHROOM - WATER	50-52	40-781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK - DRINKING FOUNTAIN - WAT	50-52	40-781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK BATHROOMS - WATER	50-52	40-781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK N PAVILION - WATER	50-52	40-781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK N BATHROOM - WATER	50-52	40-781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK CLUB HOUSE - WATER	50-52	40-781	8.14
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK MAINTENANCE BLDG - \	50-52	40-781	12.05
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK UTILITIES ACCT #409484	50-52	40-783	98.43
GOLF CLUBHOUSE	5709	CONSTELLATION				486.90
GOLF CLUBHOUSE	5487	DONNEWALD	ALCOHOL - GOLF COURSE	50-52	40-754	45.00
GOLF CLUBHOUSE	5487	DONNEWALD	ALCOHOL - GOLF COURSE	50-52	40-754	

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
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INVOICES DUE ON/BEFORE: 04/17/2025

GOLF CLUBHOUSE	669	ILLINOIS DEPT OF REVENUE	FEBRUARY 2025 - SALES TAX	50-52	40-573	185.00
GOLF CLUBHOUSE	6367	ROTTLER	PEST CONTROL - BELK PARK GOLF C	50-52	40-752	70.00
GOLF CLUBHOUSE	6069	SHULTS SEPTIC SERVICE	SEPTIC SERVICE & LIFT STATION SEI	50-52	40-792	500.00
GOLF CLUBHOUSE	6056	TIGER HOSTING	GOLF COURSE - INTERNET	50-52	40-786	69.00
GOLF CLUBHOUSE Total						10,595.74
GOLF CONCESSIONS	669	ILLINOIS DEPT OF REVENUE	FEBRUARY 2025 - SALES TAX	50-53	40-573	99.00
GOLF CONCESSIONS	5540	P&C FOODS	HOT DOGS & BRATS FOR RESALE	50-53	40-571	630.00
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	50-53	40-574	890.25
GOLF CONCESSIONS Total						1,619.25
CID	6363	GOVERNMENTAL CONSULTING	CONSULTING SERVICES -2/9 - 3/8/ 87-00		40-860	3,000.00
CID	1099	SHEPPARD MORGAN SCHWAAI	MISC. ENGINEERING SERVICES (EN\	87-00	40-792	7,919.50
CID	6405	THE SIDWELL COMPANY	ZONING MAP APPLICATION	87-00	40-792	2,294.00
CID	6405	THE SIDWELL COMPANY	SET UP,ZONING GIS LAYER, ZONING	87-00	40-792	5,328.00
CID Total						18,541.50
NHR SALES TAX	1099	SHEPPARD MORGAN SCHWAAI	FEMA LOMR WORK EAST END DETE	89-00	40-901	927.50
NHR SALES TAX Total						927.50
RECREATION CENTER	4163	AMEREN ILLINOIS	REC CENTER UTILITIES - 29535 Kw,	90-00	40-783	2,418.79
RECREATION CENTER	5861	BARCOM	4/1-6/30/2025 - IT SERVICES	90-00	40-792	306.00
RECREATION CENTER	333	BUDGET SIGNS & TROPHYS	PICKLEBALL MEDALS - MARCH TOU	90-00	40-315	337.50
RECREATION CENTER	5966	CARDMEMBER SERVICES	PUNCHING BAG - MARSHALL ARTS	90-00	40-565	449.94
RECREATION CENTER	5966	CARDMEMBER SERVICES	HAND SOAP, GLASS CLEANER	90-00	40-541	81.53
RECREATION CENTER	5966	CARDMEMBER SERVICES	TRASH LINERS, PAPER PRODUCTS	90-00	40-541	209.15
RECREATION CENTER	5966	CARDMEMBER SERVICES	POST-IT NOTES	90-00	40-519	36.30
RECREATION CENTER	5966	CARDMEMBER SERVICES	PAPER PRODUCTS	90-00	40-541	141.32
RECREATION CENTER	5966	CARDMEMBER SERVICES	BROOM HANDLES	90-00	40-541	29.98
RECREATION CENTER	5966	CARDMEMBER SERVICES	CLEANING PRODUCTS, TRASH LINEI	90-00	40-541	218.41
RECREATION CENTER	5966	CARDMEMBER SERVICES	REC CENTER HOURS STICKERS FOR	90-00	40-549	60.00
RECREATION CENTER	5966	CARDMEMBER SERVICES	PAPER PRODUCTS	90-00	40-541	79.24
RECREATION CENTER	5966	CARDMEMBER SERVICES	MINI TRAMPOLINE - GYMNASTICS	90-00	40-565	42.99
RECREATION CENTER	5966	CARDMEMBER SERVICES	NERF NIGHT - PIZZA	90-00	40-565	93.87
RECREATION CENTER	5966	CARDMEMBER SERVICES	WALL CLOCKS - GYMNASTICS & CAI	90-00	40-565	67.92
RECREATION CENTER	5966	CARDMEMBER SERVICES	SHAMROCKS - AFTER SCHOOL PRO.	90-00	40-317	11.99
RECREATION CENTER	1245	CITY OF WOOD RIVER	655 N WR AVE - WATER	90-00	40-781	109.42
RECREATION CENTER	348	CR SYSTEMS	TRASH LINERS	90-00	40-514	49.90

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
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RECREATION CENTER	4255	FOUR SEASONS DISTRIBUTORS CONCESSIONS - REC CENTER	90-00	40-304	70.00
RECREATION CENTER	669	ILLINOIS DEPT OF REVENUE FEBRUARY 2025 - SALES TAX	90-00	40-573	47.00
RECREATION CENTER	6406	JOSUE VALENCIA ADULT VOLLEYBALL - 3/2-3/15/202	90-00	40-313	100.00
RECREATION CENTER	6388	MADELYNN KUHN ADULT VOLLEYBALL - 3/2-3/15/202	90-00	40-313	200.00
RECREATION CENTER	5236	PEPSI SODA - VENDING MACHINE - REC C	90-00	40-304	353.37
RECREATION CENTER	6341	TANKS PEST CONTROL PEST CONTROL - REC CENTER	90-00	40-752	66.00
RECREATION CENTER	981	UTILITRA MARCH 2025 - IT SERVICES	90-00	40-796	501.00
RECREATION CENTER Total					6,081.62
Grand Total					508,717.20

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 03/17/2025
INVOICES DUE ON/BEFORE: 04/17/2025

City of Wood River
Statement of Revenues and Expenditures
Period Ending
February 28, 2025

	General Fund		Water Fund		Sewer Fund		Golf Course Fund	
	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual
Revenues:								
Property Taxes	-	301,160	-	-	-	-	-	-
Other Major Tax Sources	450,819	4,095,617	-	-	-	-	-	-
Licenses and Permits	8,052	146,397	-	-	-	-	-	-
Miscellaneous Revenues	181,053	2,100,751	17,424	194,091	3,017	78,647	2,967	81,033
Service Revenues	-	-	167,579	1,787,587	179,117	2,688,369	-	-
Service Charges & Fees	38,038	715,228	-	-	-	-	-	-
Fees	-	-	-	-	-	-	4,682	449,840
Cards and Passes	-	-	-	-	-	-	900	21,740
Cart Rental	-	-	-	-	-	-	1,843	177,371
Concessions	-	-	-	-	-	-	2,115	177,823
Non-Revenue Receipts	36,719	388,691	-	-	-	-	-	-
Recreation Fees	4,790	68,929	-	-	-	-	-	-
Restricted Police Funds	680	25,680	-	-	-	-	-	-
Total Revenues	720,151	7,822,453	185,003	1,981,678	182,134	2,747,016	12,507	907,807
Expenditures:								
Legislative Dept.	3,455	56,304	-	-	-	-	-	-
Administrative Dept.	34,421	381,014	-	-	-	-	-	-
Finance Dept.	34,511	436,653	-	-	-	-	-	-
Animal Control Dept.	2,120	26,408	-	-	-	-	-	-
Legal Dept.	23,391	121,306	-	-	-	-	-	-
Building and Zoning Dept.	30,562	306,621	-	-	-	-	-	-
Street Lighting Dept.	11,008	93,625	-	-	-	-	-	-
Capital Improvement Dept.	-	-	-	-	-	-	-	-
City Hall Maint. Dept.	3,632	46,957	-	-	-	-	-	-
Street Dept.	70,450	396,663	-	-	-	-	-	-
Parks and Rec Dept.	33,105	660,317	-	-	-	-	-	-
Park Maint. Dept.	9,596	267,803	-	-	-	-	-	-
Disaster Preparedness	103	6,895	-	-	-	-	-	-
Police Restricted Funds	(429)	(429)	-	-	-	-	-	-
Police Dept.	152,651	2,544,612	-	-	-	-	-	-
Fire Dept.	207,614	2,319,025	-	-	-	-	-	-
Police Comm. Dept.	80,925	1,078,275	-	-	-	-	-	-
Golf Maint. Dept.	-	-	-	-	-	-	37,529	349,131
Golf Clubhouse	-	-	-	-	-	-	14,308	304,679
Golf Concessions Dept.	-	-	-	-	-	-	289	83,264
Public Works Admin. Dept.	-	-	19,470	283,008	-	-	-	-
Water Distribution Dept.	-	-	56,278	517,481	-	-	-	-
Water Plant Dept.	-	-	72,304	865,194	-	-	-	-
Capital Trust	-	-	-	-	-	-	-	-
Sewer Collection	-	-	-	-	366,642	1,720,923	-	-
Sewer Plant	-	-	-	-	109,227	1,346,571	-	-
Total Expenditures	697,115	8,742,049	148,052	1,665,683	475,869	3,067,494	52,126	737,074
Revenues Over/(Under) Expenditures	23,036	(919,596)	36,951	315,995	(293,735)	(320,478)	(39,619)	170,733

	Motor Fuel Tax			Insurance Fund			Retirement Fund			Refuse Fund		
	CP Actual	YTD Actual	YTD Actual	CP Actual	YTD Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual	YTD Actual	
Revenues:												
Property Taxes	-	-	-	-	283,178	-	-	33,191	-	-	85,019	
Taxes	38,333	397,169		-	-	-	-	62,548	-	-	-	
Other Major Tax Sources	-	-	-	-	-	-	-	-	-	-	-	
Licenses and Permits	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous Revenues	3,802	88,087		125,007	1,321,514	-	-	10,500	620	13,635		
Service Revenues	-	-	-	-	-	-	-	-	-	74,443	751,985	
Service Charges & Fees	-	-	-	-	-	-	-	-	-	-	-	
Fees	-	-	-	-	-	-	-	-	-	-	-	
Cards and Passes	-	-	-	-	-	-	-	-	-	-	-	
Electric Cars	-	-	-	-	-	-	-	-	-	-	-	
Concessions	-	-	-	-	-	-	-	-	-	-	-	
Pool Admissions	-	-	-	-	-	-	-	-	-	-	-	
Coupons/Specials	-	-	-	-	-	-	-	-	-	-	-	
Season Passes	-	-	-	-	-	-	-	-	-	-	-	
Special Programs	-	-	-	-	-	-	-	-	-	-	-	
Recreation Fees	-	-	-	-	-	-	-	-	-	-	-	
Non-Revenue Receipts	-	-	-	-	-	-	-	-	-	-	-	
Total Revenues	42,135	485,256		125,007	1,604,692	-	-	106,239	76,063	850,639		
Expenditures:												
Personnel	-	-	-	-	-	-	-	-	1,900	20,939		
Materials and Supplies	1,892	157,213		-	-	-	-	-	-	-		
Dues/Subscr/Training	-	-	-	-	-	-	-	-	-	-		
Services	4,100	49,613		-	-	-	-	-	78,323	712,368		
Miscellaneous	-	-	-	120,911	1,641,435	-	-	-	-	-		
Capital	-	-	-	-	-	-	-	-	-	-		
Total Expenditures	5,992	206,826		120,911	1,641,435	-	-	-	80,223	733,307		
Revenues Over/(Under) Expenditures	36,143	278,430		4,096	(36,743)	-	-	106,239	(5,160)	117,332		

City of Wood River
Statement of Revenues and Expenditures
Period Ending
February 28, 2025

	Library Fund		Police Pension		Fire Pension	
	CP	YTD	CP	YTD	CP	YTD
	Actual	Actual	Actual	Actual	Actual	Actual
Revenues:						
Property Taxes	-	340,581	-	795,414	-	483,134
Taxes	-	38,128	-	-	-	-
Other Major Tax Sources	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-
Miscellaneous Revenues	2,438	39,541	-	1,035,969	4,817	705,516
Service Revenues	-	-	-	-	-	-
Service Charges & Fees	-	-	-	-	-	-
Fees	283	29,312	-	-	-	-
Cards and Passes	-	-	-	-	-	-
Electric Cars	-	-	-	-	-	-
Concessions	-	-	-	-	-	-
Pool Admissions	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-
Recreation Fees	-	-	-	-	-	-
Non-Revenue Receipts	-	-	-	-	-	-
Total Revenues	2,701	447,562	-	1,831,383	4,817	1,188,550
Expenditures:						
Personnel	22,222	284,861	-	-	-	-
Materials and Supplies	4,126	45,632	-	-	-	-
Dues/Subscr/Training	85	320	-	-	-	1,620
Services	5,246	28,194	-	14,325	-	2,290
Miscellaneous	221	2,213	-	882,965	57,525	575,873
Capital	3,930	58,037	-	-	-	-
Total Expenditures	35,830	420,257	-	897,290	57,525	579,783
Revenues Over/(Under)						
Expenditures	(33,129)	27,305	-	934,093	(52,708)	608,867

[illegible]

	Cap Improve. & Develop.			Non-Home Rule Sales Tax			Recreation Center Fund			Sewer Capital Trust			Sewer EPA Capital Trust					
	CP		Actual	CP	YTD		CP	YTD	CP	YTD	CP	YTD	CP	YTD				
	Actual	Actual			Actual	Actual									Actual	Actual	Actual	Actual
Revenues:																		
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Taxes	78,935	594,647	-	161,625	1,563,344	-	-	-	-	-	-	-	-	-				
Other Major Tax Sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
American Rescue Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Licenses and Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Miscellaneous Revenues	8,127	327,303	-	16,311	3,694,517	-	386	22,653	-	4,987	55,675	-	5,951	66,436				
Service Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Service Charges & Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Coupons/Specials	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Season Passes	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Special Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Recreation Fees	-	-	-	-	-	-	33,579	277,703	-	-	-	-	-	-				
Non-Revenue Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Total Revenues	87,062	921,950		177,936	5,197,861		33,965	300,356		4,987	55,675		5,951	66,436				
Expenditures:																		
Personnel	-	-	-	-	-	-	24,496	264,386	-	-	-	-	-	-				
Materials and Supplies	-	518,322	-	-	-	-	1,314	11,728	-	-	-	-	-	-				
Dues/Subscr/Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Services	8,069	85,405	-	-	-	-	14,048	73,551	-	-	-	-	-	-				
Miscellaneous	1,865	101,950	-	-	-	-	-	12,460	-	-	-	-	-	-				
Debt Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Capital	1,790	420,165	-	-	-	-	-	-	-	-	-	-	-	-				
TIF Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
East Side Detention	-	-	-	-	90,489	-	-	-	-	-	-	-	-	-				
Recreation Center	-	-	-	-	-	-	659	9,925	-	-	-	-	-	-				
Recreation Center - Loan Service	-	-	-	-	687,070	-	-	-	-	-	-	-	-	-				
Sixth Street Retention	-	-	-	-	63,023	-	-	-	-	-	-	-	-	-				
Sewer Separation - Loan Service	-	-	-	-	120,360	-	-	-	-	-	-	-	-	-				
State Street Sewer Sep	-	-	-	5,043	532,283	-	-	-	-	-	-	-	-	-				
East End Park/14th St Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Round House Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Sidewalk Repairs & Replacements	-	-	-	-	407,383	-	-	-	-	-	-	-	-	-				
Alton/Edwardsville Rd	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Contingency	-	-	-	-	135,635	-	-	-	-	-	-	-	-	-				
Water Tower Painting	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Transfer Out	-	68,870	-	-	-	-	-	-	-	-	-	-	-	-				
Total Expenditures	11,724	1,194,712		5														

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

	Beginning Balance	Total Debits	Total Credits	Ending Balance
GENERAL FUND				
UNRESTRICTED CASH				
10-00-0-0011 MONEY MARKET	2,815,313.07	753,935.86	746,552.31	2,822,696.62
10-00-0-0013 BUSEY BANK MONEY MARKET	156,396.64	350.93	-	156,747.57
10-00-0-0015 PETTY CASH	1,300.00	-	-	1,300.00
10-00-0-0019 CARROLLTON BANK MONEY MARKET	221,209.52	518.72	-	221,728.24
10-00-0-0066 AP CLEARING	92,500.00	-	-	92,500.00
TOTAL UNRESTRICTED CASH	3,286,719.23	754,805.51	746,552.31	3,294,972.43
UNRESTRICTED INVESTMENTS				
10-00-0-0061 IMET	1,452,718.64	11,604.61	-	1,464,323.25
TOTAL UNRESTRICTED INVESTMENTS	1,452,718.64	11,604.61	-	1,464,323.25
TOTAL UNRESTRICTED CASH AND INVESTMENTS	4,739,437.87	766,410.12	746,552.31	4,759,295.68
ASSIGNED AND RESTRICTED CASH				
10-00-0-0017 RECREATION PROGRAMS CASH	151,777.82	4,790.00	2,721.13	153,846.69
10-00-0-0018 RESTRICTED POLICE FUNDS	118,983.84	1,109.16	-	120,093.00
TOTAL ASSIGNED AND RESTRICTED CASH	270,761.66	5,899.16	2,721.13	273,939.69
CAPITAL IMPROVEMENTS AND DEVELOPMENT FUND				
UNRESTRICTED CASH				
87-00-0-0011 MONEY MARKET	1,561,839.05	80,201.26	11,724.38	1,630,315.93
TOTAL UNRESTRICTED CASH	1,561,839.05	80,201.26	11,724.38	1,630,315.93
UNRESTRICTED INVESTMENTS				
87-00-0-0061 IMET	858,876.87	6,860.88	-	865,737.75
TOTAL UNRESTRICTED INVESTMENTS	858,876.87	6,860.88	-	865,737.75
TOTAL UNRESTRICTED CASH AND INVESTMENTS	2,420,715.92	87,062.14	11,724.38	2,496,053.68
RESTRICTED CASH				
87-00-0-0013 AMERICAN RESCUE PLAN	-	-	-	-
TOTAL RESTRICTED CASH	-	-	-	-

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

RESTRICTED CASH AND INVESTMENTS-SPECIAL REVENUE FUNDS

<u>MOTOR FUEL TAX</u>				
CASH				
21-00-0-0011	MONEY MARKET	1,193,495.85	42,134.58	1,229,638.21
TOTAL CASH		<u>1,193,495.85</u>	<u>42,134.58</u>	<u>1,229,638.21</u>
<u>INSURANCE FUND</u>				
CASH				
23-00-0-0011	MONEY MARKET	660,514.30	125,006.84	664,609.99
TOTAL CASH		<u>660,514.30</u>	<u>125,006.84</u>	<u>664,609.99</u>
<u>RETIREMENT FUND</u>				
CASH				
24-00-0-0011	MONEY MARKET	336,300.72	-	336,300.72
TOTAL CASH		<u>336,300.72</u>	<u>-</u>	<u>336,300.72</u>
<u>REFUSE</u>				
CASH				
49-00-0-0011	MONEY MARKET	376,040.06	75,293.35	370,880.52
49-00-0-0015	PETTY CASH	50.00	-	50.00
TOTAL CASH		<u>376,090.06</u>	<u>75,293.35</u>	<u>370,930.52</u>

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

WESTSIDE BUSINESS DISTRICT

CASH	2,704.06	393.12	3,097.18
61-00-0-0011 MONEY MARKET		-	
TOTAL CASH	2,704.06	393.12	3,097.18

RIVERBEND BUSINESS DISTRICT #3

CASH	123,735.05	2,864.09	126,599.14
62-00-0-0011 MONEY MARKET		-	
TOTAL CASH	123,735.05	2,864.09	126,599.14

TIF #3

CASH	607,828.71	1,917.11	609,745.82
81-00-0-0011 MONEY MARKET		-	
TOTAL CASH	607,828.71	1,917.11	609,745.82

RIVERBEND BUSINESS DISTRICT #4

CASH	109,964.02	3,465.31	113,429.33
85-00-0-0011 MONEY MARKET		-	
TOTAL CASH	109,964.02	3,465.31	113,429.33

RIVERBEND BUSINESS DISTRICT #1

CASH	1,733,005.13	58,909.00	1,791,914.13
86-00-0-0011 MONEY MARKET		-	
TOTAL CASH	1,733,005.13	58,909.00	1,791,914.13

NON-HOME RULE SALES TAX

CASH	5,295,159.94	177,936.55	5,468,053.49
89-00-0-0011 MONEY MARKET		5,043.00	
TOTAL CASH	5,295,159.94	177,936.55	5,468,053.49

RECREATION CENTER FUND

UNRESTRICTED CASH	118,164.31	35,947.40	111,612.72
90-00-0-0011 MONEY MARKET		-	
90-00-0-0015 PETTY CASH	150.00		150.00
TOTAL UNRESTRICTED CASH	118,314.31	35,947.40	111,762.72

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

CASH HELD IN ENTERPRISE FUNDS

WATER FUND

CASH					
30-00-0-0011	672,591.96	185,095.42	148,143.57	709,543.81	709,543.81
TOTAL CASH	<u>672,591.96</u>	<u>185,095.42</u>	<u>148,143.57</u>		

SEWER FUND

CASH					
40-00-0-0011	601,322.46	179,346.54	476,138.34	304,530.66	304,530.66
TOTAL CASH	<u>601,322.46</u>	<u>179,346.54</u>	<u>476,138.34</u>		

INVESTMENTS

40-00-0-0061	317,059.94	2,532.74	-	319,592.68	319,592.68
40-00-0-0062	150,382.84	523.83	-	150,906.67	150,906.67
TOTAL INVESTMENTS	<u>467,442.78</u>	<u>3,056.57</u>	<u>-</u>	<u>470,499.35</u>	<u>470,499.35</u>
TOTAL CASH AND INVESTMENTS	<u>1,068,765.24</u>	<u>182,403.11</u>	<u>476,138.34</u>	<u>775,030.01</u>	<u>775,030.01</u>

SEWER CAPITAL TRUST

CASH					
40-95-0-0011	15,611.25	-	-	15,611.25	15,611.25
TOTAL CASH	<u>15,611.25</u>	<u>-</u>	<u>-</u>		

INVESTMENTS

40-95-0-0062	1,432,084.54	4,987.24	-	1,437,071.78	1,437,071.78
TOTAL CASH AND INVESTMENTS	<u>1,447,695.79</u>	<u>4,987.24</u>	<u>-</u>	<u>1,452,683.03</u>	<u>1,452,683.03</u>

EPA SEWER CAPITAL TRUST

CASH					
40-98-0-0011	126,643.07	-	-	126,643.07	126,643.07
TOTAL CASH	<u>126,643.07</u>	<u>-</u>	<u>-</u>		

INVESTMENTS

40-98-0-0062	1,709,181.84	5,951.21	-	1,715,133.05	1,715,133.05
TOTAL CASH AND INVESTMENTS	<u>1,835,824.91</u>	<u>5,951.21</u>	<u>-</u>	<u>1,841,776.12</u>	<u>1,841,776.12</u>

GOLF COURSE FUND

CASH					
50-00-0-0011	530,862.16	12,507.34	52,125.87	491,243.63	491,243.63
50-00-0-0015	750.00	-	-	750.00	750.00
TOTAL CASH	<u>531,612.16</u>	<u>12,507.34</u>	<u>52,125.87</u>	<u>491,993.63</u>	<u>491,993.63</u>

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

SUMMARY:

UNRESTRICTED:	
GENERAL AND CAPITAL IMPROVEMENTS AND DEVELOPMENT FUND	7,255,349.36
ASSIGNED:	
RECREATION PROGRAMS	153,846.69
RESTRICTED:	
POLICE FUNDS-GRANTS AND SEIZURES FUNDS	120,093.00
SPECIAL REVENUES	10,826,081.25
CAPITAL IMPROVEMENTS AND DEVELOPMENT	- *
ENTERPRISE FUNDS:	5,271,026.60

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

CASH HELD BY OTHERS

POLICE PENSION FUND

CASH AND INVESTMENTS

91-00-0-0060 BUSEY BUSEY CHECKING
91-00-0-0063 BUSEY BANK INVESTMENT
91-00-0-0064 IPOIF
TOTAL CASH AND INVESTMENTS

161,529.99
764,055.68
11,796,336.87
12,721,922.54

161,529.99
764,055.68
11,796,336.87
12,721,922.54

FIRE PENSION FUND

CASH

92-00-0-0011 MONEY MARKET
TOTAL CASH

383,043.36
383,043.36

57,524.91
57,524.91

330,335.38
330,335.38

INVESTMENTS

92-00-0-0060 COMMERCIAL INVESTMENTS
TOTAL INVESTMENTS

7,384,091.44
7,384,091.44

7,384,091.44
7,384,091.44

TOTAL CASH AND INVESTMENTS

7,767,134.80

57,524.91

7,714,426.82

LIBRARY OPERATING

CASH

25-00-0-0011 MONEY MARKET
25-00-0-0014 FIRST MID AMERICA CREDIT UNION
25-00-0-0015 PETTY CASH
25-00-0-0028 SPECIAL RESERVES
TOTAL CASH

299,085.13
13.75
245.00
357,115.35
656,459.23

1,581.67
35,830.42
1,119.31
2,700.98
35,830.42

284,836.38
13.75
245.00
358,234.66
623,329.79

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
FEBRUARY 28, 2025

	Beginning Balance	Total Debits	Total Credits	Ending Balance
TOTAL GENERAL FUND	5,010,199.53	772,309.28	749,273.44	5,033,235.37
TOTAL CAPITAL IMPROVEMENT AND DEVELOPMENT FUND	2,420,715.92	87,062.14	11,724.38	2,496,053.68
TOTAL MFT FUND	1,193,495.85	42,134.58	5,992.22	1,229,638.21
TOTAL INSURANCE FUND	660,514.30	125,006.84	120,911.15	664,609.99
TOTAL RETIREMENT FUND	336,300.72	0.00	0.00	336,300.72
TOTAL REFUSE FUND	376,090.06	75,293.35	80,452.89	370,930.52
TOTAL WESTSIDE BUSINESS DISTRICT FUND	2,704.06	393.12	0.00	3,097.18
TOTAL RIVERBEND BUSINESS DISTRICT #3 FUND	123,735.05	2,864.09	0.00	126,599.14
TOTAL TIF #3 FUND	607,828.71	1,917.11	0.00	609,745.82
TOTAL RIVERBEND BUSINESS DISTRICT #4 FUND	109,964.02	3,465.31	0.00	113,429.33
TOTAL RIVERBEND BUSINESS DISTRICT #1 FUND	1,733,005.13	58,909.00	0.00	1,791,914.13
TOTAL NON-HOME RULE SALES TAX FUND	5,295,159.94	177,936.55	5,043.00	5,468,053.49
TOTAL RECREATION CENTER FUND	118,314.31	35,947.40	42,498.99	111,762.72
TOTAL WATER FUND	672,591.96	185,095.42	148,143.57	709,543.81
TOTAL SEWER FUND	4,352,285.94	193,341.56	476,138.34	4,069,489.16
TOTAL GOLF FUND	531,612.16	12,507.34	52,125.87	491,993.63
TOTAL POLICE PENSION FUND	12,721,922.54	0.00	0.00	12,721,922.54
TOTAL FIRE PENSION FUND	7,767,134.80	4,816.93	57,524.91	7,714,426.82
TOTAL LIBRARY FUND	656,459.23	2,700.98	35,830.42	623,328.79

ORDINANCE NO:

ORDINANCE AMENDING CITY CODE TITLE III – ADMINISTRATION, CHAPTER 32 – CITY COUNCIL, SECTION 32.15 - MEETINGS, TO CLARIFY MANNER IN WHICH CITY COUNCIL MEMBERS WILL RECEIVE NOTICE OF SPECIAL MEETINGS

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, Section 3.1-40-25 of Chapter 65 of the Illinois Compiled Statutes provides the authority to City Council to prescribe by ordinance “the manner in which special meetings may be called” (*see* 65 ILCS 5/3.1-40-25); and

WHEREAS, Section 32.15(B) of the City of Wood River Code of Ordinances (“City Code”) governs the manner in which special meetings of the City Council may be called; and

WHEREAS, Section 32.15(B), as enacted by the City Council on March 6, 2025 by Ordinance No. _____, states in relevant part:

... Whenever a special meeting shall be called, a summons or a notice in writing, signed by the Mayor, shall be served upon each member of the Council, either in person, by email to the Councilmember’s City email address, or by notice left at his or her place of residence, stating the date and hour of the meeting and the purpose for which such meeting is called ...

See City Code, Section 32.15(B); and

WHEREAS, the City Council has determined that, as currently enacted, Section 32.15(B) does not clearly specify who shall determine how each individual Councilmember is to receive notice of special meetings of the City Council; and

WHEREAS, the City Council has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend Section 32.15(B) of the City Code in order to specify that the option of providing notice of special meetings via email shall be reserved only for those members of the City Council who have elected to receive said notice in such manner; and

WHEREAS, the City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the Section 32.15(B) of the City Code as stated herein.

NOW, THEREFORE, BE IT ORDAINED, 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. Section 32.15(B) of the City Code shall now state:

(B) *Special meetings.* The Mayor shall call special meetings of the City Council whenever in his or her opinion the public business may require it, or at the express written request of any three members of the Council. Whenever a special meeting shall be called, a summons or a notice in writing, signed by the Mayor, shall be served upon each member of the Council, either in person, or by notice left at his or her place of residence, or by email to that Councilmember's City email address; provided, however, that email notice shall be reserved only for those Councilmembers who have expressly elected to receive notices of special meetings in such manner. The written summons or notice shall state the date and hour of the special meeting and the purpose for which such meeting is called, and no business shall be transacted thereat, except such as is stated in the notice.

Section 4. That this ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of March 17, 2025.

PASSED and APPROVED this 17th 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:

ORDINANCE NO:

ORDINANCE AMENDING CITY CODE TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, SECTION 155.01 – ADOPTION BY REFERENCE, TO INCLUDE CHANGES TO CITY OF WOOD RIVER ZONING CODE 96-14, ARTICLE 7, ADDING SECTION 7-25 CONCERNING RECREATIONAL VEHICLE RESTRICTIONS IN COMMERCIAL DISTRICTS

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

WHEREAS, City has determined there is a need, from time to time, to amend the City Zoning Code to reflect changes in City priorities and objectives; and

WHEREAS, City desires to restrict certain recreational vehicle uses within its commercial zoning districts in order to promote economic growth within said districts and to maintain consistency in uniformity of permitted uses therein; and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code of Ordinances (“City Code”) to add language to City’s Zoning Code to prohibit certain recreational vehicle uses within City’s commercial zoning districts, including prohibiting the use of a recreational vehicle therein as a permanent dwelling, or as an office or in conjunction with any commercial activity, and to prohibit the parking or storage of recreational vehicles in said districts; and

WHEREAS, the City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to restrict recreational vehicle uses within City’s commercial districts as stated herein.

NOW, THEREFORE, BE IT ORDAINED, 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. City Code, Title XV, Chapter 155, Section 155.01, Article 7 of Zoning Code, shall be amended to add the following:

Section 7-25 Recreational Vehicle Restrictions in Commercial Districts

- (A) Definition. For purposes of this Section, a commercial district includes any district within City zoned as Downtown Business (BD), Neighborhood Business (B1), Community Business (B2), or Highway Business (B-3).

- (B) Prohibited Uses. The following recreational vehicle uses are prohibited within any of City's commercial districts:
- (1) The use of a recreational vehicle as a permanent dwelling;
 - (2) The use of a recreational vehicle as an office or for any commercial purpose;
 - (3) Parking or storage of a recreational vehicle on public or private property, except in areas specifically designated and approved for such use.
- (C) Penalty. Any person who violates any of the provisions of this Section shall be subject to the general penalty provisions of Section 1-6 of City's Zoning Code.

Section 3. That this ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of March 17, 2025.

PASSED and APPROVED this 17th 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:

ORDINANCE NO.

**ORDINANCE AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE
LOCATED AT 401 EAST ACTION, WOOD RIVER, ILLINOIS, TO MICHAEL NAPP**

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

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to contract and be contracted with; and

WHEREAS, City has the authority to sell surplus real estate pursuant to 65 ILCS 5/11-76-2:

65 ILCS 5/11-76-2

Sec. 11-76-2. An ordinance directing a sale, or a lease of real estate for any term in excess of 20 years, shall specify the location of the real estate, the use thereof, and such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest. Before the corporate authorities of a city or village make a sale, by virtue of such an ordinance, notice of the proposal to sell shall be published once each week for 3 successive weeks in a daily or weekly paper published in the city or village, or if there is none, then in some paper published in the county in which the city or village is located. The first publication shall be not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and at what meeting the bids will be considered and opened, and shall advertise for bids therefor. All such bids shall be opened only at a regular meeting of the corporate authorities. The corporate authorities may accept the high bid or any other bid determined to be in the best interest of the city or village by a vote of 3/4 of the corporate authorities then holding office, but by a majority vote of those holding office, they may reject any and all bids.

and;

WHEREAS, by a previously passed Ordinance, according to 65 ILCS 5/11-76-2, City declared City owned property surplus, more particularly described as:

- a. Address: 401 East Acton, Wood River, Illinois 62095**
- b. Parcel Numbers: 19-2-08-27-06-102-031**
- c. Legal Descriptions: Lot 9 in Block 26 in Penning's Fourth Addition to Wood River, according to the plat thereof recorded in Plat Book 11 page 51 in the Recorder's Office of Madison County, Illinois. Situated in the County of Madison and State of Illinois. Property Address: 401 E. Acton Ave, Wood River, IL 62095**

(the "Property"); and

WHEREAS, City has determined the requirements of 65 ILCS 5/11-76-2 have been met as follows:

1. Location of the Property: disclosed herein;
2. Use of the Property: R-2 Single Family;
3. Further use of the Property: City requires purchaser to comply with all zoning and City Code requirements;
4. Notice of the sale of the Property: the Property was declared surplus by Ordinance No. 3194 and offered for sale by advertising in The Telegraph on January 23, 2025, January 30, 2025, and February 6, 2025. The first publication was not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice contained an accurate description of the property, stated the purpose for which it is used, and at what meeting the bids will be considered and opened;
5. Opening of the bids: the bid was opened at a regular meeting of the corporate authorities on March 3, 2025;

and

WHEREAS, according to 65 ILCS 5/11-76-2, City opened a bid from Michael Napp at the March 3, 2025 City Council meeting in the amount of \$10,100.00, and a record was made of the receipt of the Bid to be reflected in the minutes; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$10,100.00 to Michael Napp; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to complete the sale of the Property for \$10,100.00 to Michael Napp.

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$10,100.00 to Michael Napp.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to sell the Property for \$10,100.00 to Michael Napp.

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

PASSED and APPROVED this 17th 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:

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING THIRD 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"), proposes to redevelop part of the TIF District #3 project area, specifically:

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

("Property") (*see* Third 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 a "Third 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 Third Amended Redevelopment Agreement, and any other required documents associated with the Third 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 Third 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 Third 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-THIRD~~ AMENDED REDEVELOPMENT AGREEMENT BETWEEN THE
CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, AND DAKTER HOLDINGS
LLC**

This ~~Second-Third~~ 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 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) or 38.71% of Redevelopment Costs incurred, whichever amount is less. 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. Reserved. 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) or 38.71% of Redevelopment Costs incurred, whichever amount is less.

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

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

This Third 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 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) or 38.71% of Redevelopment Costs incurred, whichever amount is less.

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 CHRISTOPHER A. JOHNSON FOR 10 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, Christopher A. Johnson ("Developer"), proposed redevelopment of part of the TIF District #3 project area, specifically:

Address: 10 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, 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 CHRIS JOHNSON, ON BEHALF OF DOWNTOWN DELIGHTS, AND THE CITY OF WOOD RIVER, FOR 10 WEST FERGUSON AVE., WOOD RIVER, ILLINOIS

This Amended Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Chris Johnson, on behalf of Downtown Delights ("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 ("TIFP Act" or "Act"); and

WHEREAS, City is engaged in the revitalization of its commercial and industrial districts which includes the property commonly known as 10 W. Ferguson Avenue, Wood River, Illinois 62095. ~~Developer owns: 10 West Ferguson Ave., Wood River, Illinois-62095~~ (hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIFP Improvement Program Application" for the installation of a fire alarm system ("Project") as part of the redevelopment of the existing building. (*See Exhibit A*); and

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

Alarm	\$7,673.00
Hatches	\$ 379.46
Electrical	\$ 475.00
Total	\$8,527.46
50%	\$4,263.73

and

WHEREAS, Developer estimates the total costs for the Project on the Property to be \$8,527.46;
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 help to enhance property values, create jobs, facilitate City's TIF #3 growth, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

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

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

WHEREAS, building repair and rehabilitation, including the installation of a fire alarm system on the Property to increase safety for the City residents, 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 six (6) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

~~1. Developer will complete the Project, including construction and improvements, in accordance with this Agreement.~~

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

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

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

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

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

~~7.2. 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 TIP #3 District Eligible Costs: \$8,527.46
- b. City agrees to reimburse the Developer up to the maximum sum of \$4,263.73, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$4,263.73, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid in one lump sum, subject to review by City, with payment within thirty (30) days from City's issuance of the Permanent Certificate of Occupancy, or thirty (30) days from City's receipt of all TIFP eligible receipts and costs after Developer receives the Permanent Certificate of Occupancy, whichever occurs later in time.
- d. The Permanent Certificate of Occupancy must be signed and approved by City, including the Fire Chief, City Clerk, Building Inspector, and Building and Zoning Administrator, prior to commencement of any TIFP payment to Developer.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIP Act.
- f. ~~Developer will be reimbursed only for eligible "redevelopment project costs" as itemized in the TIP Redevelopment Plan and as that term is defined under the Act, identified in Exhibit A, attached hereto.~~

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the Director of Finance ~~a written statement in the form of a formal letter and all~~ applicable receipts setting forth the amount of TIFP 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 TIFP act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.
- b. The Director of Finance may make payment within thirty (30) days from City's issuance of the Certificate of Occupancy, or thirty (30) days from City's receipt of all TIP eligible receipts and costs after Developer receives the Certificate of Occupancy, whichever occurs later in time.
- c. Any request for reimbursement from the Developer shall be forwarded to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project

costs as defined in the Act.

- d. ~~City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any TIF act eligible costs to Developer not deemed eligible for reimbursement according to Illinois law. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs may be reimbursed in subsequent years and as agreed to in writing by Developer and City.~~
- e. ~~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.~~
- f. ~~The City Accountant shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.~~

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

- g. ~~City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:~~

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

~~Undesirable examples include new ownership that are~~

- 1. ~~Felons;~~
- 2. ~~Terrorists;~~
- 3. ~~Former, current, or past Illinois public political figures;~~
- 4. ~~Litigants against the City;~~

~~5. Individuals the city has taken legal action against in the preceding 5 years.~~

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

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

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

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

Section 7.8. 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.~~

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, ~~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 910. 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 101. 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:

Christopher Johnson
1195 N. 9th Street
East Alton, IL 620245

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

CHRISTOPHER JOHNSON

Developer

**AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF
ACT, BETWEEN CHRIS JOHNSON, ON BEHALF OF DOWNTOWN DELIGHTS, AND
THE CITY OF WOOD RIVER, FOR 10 WEST FERGUSON AVE., WOOD RIVER, ILLINOIS**

This Amended Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Chris Johnson, on behalf of Downtown Delights ("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, City is engaged in the revitalization of its commercial and industrial districts which includes the property commonly known as 10 W. Ferguson Avenue, Wood River, Illinois 62095. : (hereinafter "Property"); and

WHEREAS, Developer submitted a "City of Wood River TIF Improvement Program Application" for the installation of a fire alarm system ("Project") as part of the redevelopment of the existing building. (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):

Alarm	\$7,673.00
Hatches	\$ 379.46
Electrical	\$ 475.00
Total	\$8,527.46
50%	\$4,263.73

and

WHEREAS, Developer estimates the total costs for the Project on the Property to be \$8,527.46;
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,

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

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

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

WHEREAS, building repair and rehabilitation, including the installation of a fire alarm system on the Property to increase safety for the City residents, is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3; pursuant to Ordinance No. 2711; 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 six (6) 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 TIP #3 District Eligible Costs: \$8,527.46
- b. City agrees to reimburse the Developer up to the maximum sum of \$4,263.73, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$4,263.73, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid in one lump sum, subject to review by City, with payment within thirty (30) days from City's issuance of the Permanent Certificate of Occupancy, or thirty (30) days from City's receipt of all TIF eligible receipts and costs after Developer receives the Permanent Certificate of Occupancy, whichever occurs later in time.
- d. The Permanent Certificate of Occupancy must be signed and approved by City, including the Fire Chief, City Clerk, Building Inspector, and Building and Zoning Administrator, prior to commencement of any TIF payment to Developer.
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIP Act.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the Director of Finance all applicable receipts setting forth the amount of TIF act reimbursable costs incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's TIF act eligible costs incurred for the Project. Developer may continue to provide Requests until all TIF act eligible Project costs have been incurred and the Project is completed.
- b. The Director of Finance may make payment within thirty (30) days from City's issuance of the Certificate of Occupancy, or thirty (30) days from City's receipt of all TIP eligible receipts and costs after Developer receives the Certificate of Occupancy, whichever occurs later in time.
- c. Any request for reimbursement from the Developer shall be forwarded to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project

costs as defined in the Act.

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.
- 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:

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Christopher Johnson
1195 N. 9th Street
East Alton, IL 620245

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

Mayor

CHRISTOPHER JOHNSON

Developer

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING AN AMENDED
REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE
PROJECT AREA WITH B2 MANAGEMENT LLC FOR 62 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, B2 Management LLC ("Developer"), presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 62 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

**AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOOD
RIVER, MADISON COUNTY, ILLINOIS AND B2 MANAGEMENT LLC**

THIS AMENDED REDEVELOPMENT AGREEMENT (“*Agreement*”) is entered into as of the _____ day of _____, 2025 (“*Effective Date*”), by and between the City of Wood River, Madison County, Illinois, an Illinois municipal corporation (“*City*”), and B2 Management LLC, a limited liability company of the State of Missouri (the “*Developer*”).

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

ARTICLE 1: RECITALS

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

1.2 The City is engaged in the revitalization of its commercial and industrial districts which includes the property commonly known as 62 East Ferguson Avenue (“*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 acquired the Property and submitted a proposal to the City to substantially renovate its interior and exterior.

1.7 The Developer 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 Property and improve the general welfare of the community. Therefore, under the TIF Act, City is prepared to reimburse the Developer for certain Redevelopment Project Costs (as defined in the “TIF Act” or “Act”)) associated with the Project, subject to the terms of this Agreement, the TIF Act, and all other applicable provisions of law.

ARTICLE 2: DEVELOPER’S OBLIGATIONS

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

- (a) Upon completion of the Project, the Developer shall deliver to the City an itemization of all costs incurred in connection with the Project accompanied by all paid bills, invoices, receipts, and other documentation requested by the City evidencing a total investment of approximately \$500,000 incurred by the Developer to acquire the Subject Property and construct the Project (the "*Total Project Costs*").

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 shall reimburse the Developer up to two hundred thousand dollars (\$200,000), or 40% of Redevelopment Project Costs incurred in connection with the Project, whichever amount is less.

3.2 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 Thousand Dollars (\$200,000) or 40% of Redevelopment Costs incurred, whichever amount is less.

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

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 in Article 1 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.
- (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.

6.4 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

7.1 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

8.1 Term. Unless terminated pursuant to this Agreement, City shall pay this TIF incentive to Developer over four (4) years with payments made in equal installments until the balance is paid out on the last payment.

ARTICLE 9. NOTICES

9.1 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:

B2 Management LLC

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

with a copy to:

City of Wood River
111 North Wood River Avenue
Wood River, Illinois 60098
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.

10.2 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.

10.3 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.

City of Wood River,
an Illinois municipal corporation

Attest:

By: _____
Mayor Tom Stalcup

By: _____
City Clerk Danielle Sneed

B2 Management LLC
A limited liability company

By: _____
Managing Partner

By: _____

**AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOOD
RIVER, MADISON COUNTY, ILLINOIS AND B2 MANAGEMENT LLC**

THIS AMENDED REDEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2025³ ("Effective Date"), by and between the City of Wood River, Madison County, Illinois, an Illinois municipal corporation ("City"), and B2 Management LLC, a limited liability company of the State of Missouri (the "Developer").

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

ARTICLE 1: RECITALS

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

1.2 The City is engaged in the revitalization of its commercial and industrial districts which includes the property commonly known as 62 East Ferguson Avenue ("Property"). ~~which property is identified by parcel number 19-2-08-28-08-205-026 (the "Subject Property") and improved with an approximately 2,050-square-foot structure 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 is 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.~~

1.6 The Developer has acquired the Subject Property and has submitted a proposal to the City to substantially renovate its interior and exterior. ~~redevelop it in order to create a bagel and coffee shop (the "Project") and lease it to Chef and Baker Acres, LLC d/b/a C&B Boiled Bagels (the "Business").~~ ("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, under the TIF Act, City is prepared to reimburse the Developer for certain Redevelopment Project Costs (as defined in the "TIF Act" or "Act") - Article 3) associated with the Project, subject to the terms of this Agreement, the TIF Act, and all other applicable provisions of law.

ARTICLE 2: DEVELOPER'S OBLIGATIONS

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

- (a) ~~The Developer has commenced construction of the Project and has secured all approvals, consents, building permits and licenses, from the City, including any necessary zoning changes and all other governmental units and agencies having jurisdiction over the Subject Property, as required by all City building regulations or any other applicable ordinance of the City required to construct the Project, and has paid all building permit and connection fees and fees of any other unit or agency of government.~~
- (b) ~~On or before August 31, 2023, the Developer shall have completed construction of the Project in accordance with this Agreement, any final plans approved by the City, the City Code and building regulations, and all other applicable laws and have obtained a certificate of occupancy for the Subject Property.~~
- (c) ~~On or before August 31, 2023, the Developer shall have delivered to the City a lease for a term of no less than five (5) years for the Subject Property from the Business.~~
- (d)(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 a total investment of approximately \$500,000 incurred by the Developer to acquire the Subject Property and construct the Project (the "*Total Project Costs*").
- (e) ~~Upon operation of the Business, seven (7) full-time jobs and three (3) part-time jobs shall be created.~~

2.2 The Developer acknowledges and agrees that its failure to operate the Business on a continuing basis at the Subject Property during the term of this Agreement (except for closures for casualty, maintenance, remodeling and construction, seasonal business fluctuations and other periodic temporary closures of not more than two (2) consecutive months) 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.

~~2.23 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.~~

~~2.4 The Developer covenants and agrees not to convey the Business or the Subject Property during the term of this Agreement without the written consent of the City.~~

ARTICLE 3: CITY OBLIGATIONS

~~3.1 In consideration for the Developer undertaking and completing the Project on the Subject Property and satisfaction of its obligations as itemized under Article 2 of this Agreement, so long as no notice of an event of default has been issued pursuant to Article 6 hereof and remains outstanding, the City shall reimburse the Developer up to two hundred thousand dollars (\$200,000), or 40% of Redevelopment Project Costs incurred in connection with the Project, whichever amount is less, from the sources and in accordance with procedures set forth in Article 4.~~

~~3.2 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 Thousand Dollars (\$200,000) or 40% of Redevelopment Costs incurred, whichever amount is less. 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 thousand dollars (\$200,000), for Redevelopment Project Costs incurred in connection with the Project, whichever amount is less.~~

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

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

~~4.1 The City has established a special tax allocation fund solely for the Project Area (the "STAF") into which the City shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area. So long as no notice of default has been issued and remains outstanding as provided in Article 6 hereof, on December 1 of each year commencing the year following the issuance of a Certificate of Occupancy for the Subject Property, the City shall annually reimburse the Developer forty thousand dollars (\$40,000) for Redevelopment Project Costs and continue on December 1 to reimburse the Developer forty thousand dollars (\$40,000) each year for the following four (4) years until the Developer has received a total of two hundred thousand dollars (\$200,000).~~

~~4.12 THE CITY'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY. As used in~~

this Agreement, "~~Incremental Taxes~~" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located therein over the initial equalized assessed value said parcels.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) Recitals. All representations and agreements made by Developer in Article 1 are true, complete, and accurate in all respects.
- (b) ~~Organization and Authorization. Developer is a Missouri limited liability company duly formed and existing under the laws of the State of Missouri 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~~
 - (i) ~~Developer's reputation.~~

- (e) ~~Terms and Conditions.~~ The Developer shall comply with all terms and conditions of its lease agreement for the Subject Property.

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

- (a) ~~Recitals.~~ All representations and agreements made by the City in Article 1 are true, complete, and accurate in all respects.
- (b) ~~Authorizations.~~ The City has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and City Clerk to execute and deliver this Agreement.
- (c) ~~Non-Conflict or Breach.~~ The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound.
- (d) ~~Pending Lawsuits.~~ There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:
- (i) ~~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, 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 shall ~~may~~ 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,³ notice, demand to the City,³ or request made by the City in connection with any documents, shall prove to be untrue, ~~or incorrect in any material respect as of the date made.]~~
- ~~(b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.~~
- ~~(c) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Article 2, contained in this Agreement.~~
- ~~(d)~~(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 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.~~

6.45 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.~~
- (e) ~~A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.~~

~~6.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, Developer, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.~~

ARTICLE 7: GENERAL PROVISIONS

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

~~7.2 Liability and Indemnity of City.~~

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

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

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

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

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

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

ARTICLE 8. TERM

8.1 Term. ~~Unless terminated pursuant to this Agreement, City shall pay this TIF incentive to Developer over four (4) years with payments made in equal installments until the balance is paid out on the last payment. shall be in full force and effect upon its execution by the parties and terminate upon reimbursement to the Developer of two hundred thousand dollars (\$200,000) for Redevelopment Project Costs incurred in connection with the Project.~~

ARTICLE 9. NOTICES

9.1 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:

B2 Management LLC

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

with a copy to:

City of Wood River
111 North Wood River Avenue
Wood River, Illinois 60098
Attn: City Manager

Kathleen Field-Orr
2024 Hickory Road
Suite 205
Homewood, IL 60604

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.~~

10.23 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.

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

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

City of Wood River,
an Illinois municipal corporation

Attest:

By: _____
Mayor Tom Stalcup

By: _____
City Clerk Danielle Sneed

B2 Management LLC
A limited liability company

By: _____
Managing Partner

By: _____

RESOLUTION NO.**RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ADVANCED EXERCISE FOR THE PURCHASE OF WEIGHT MACHINES AND OTHER EXERCISE EQUIPMENT FOR THE REC CENTER UNDER THE SOURCEWELL PURCHASING PROGRAM**

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 Council has been advised of the need for new weight machines and other exercise equipment at the Rec Center; and

WHEREAS, Advanced Exercise has provided a proposal for the purchase of several new strength-training machines and additional miscellaneous exercise equipment ("AE Proposal") according to pre-approved pricing under the Sourcewell Purchasing Program ("Sourcewell Price") (See **Exhibit A**); and

WHEREAS, the AE Proposal is under Sourcewell Price pricing, and the normal and customary bidding procedures are hereby waived (See **Exhibit A**); and

WHEREAS, the AE Proposal includes the furnishing and installation of strength machines, free weights, training tools, sports flooring, and a gym mirror at a total cost to City of \$70,496.04 (See **Exhibit A**); and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to agree to the AE Proposal as attached (See **Exhibit A**); and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Wood River, to execute whatever documents are necessary to waive the competitive-bidding requirement and agree to the AE Proposal as attached (See **Exhibit A**).

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

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

Section 2. City shall waive normal and ordinary bidding procedures, and the AE Proposal (See **Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Wood River, to execute and date whatever documents may be necessary enter the AE Proposal (*See Exhibit A*).

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

PASSED and APPROVED this 17th 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:



advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Lisa Miceli
lmiceli@advancedexercise.com
Phone: 3147618701
Fax: na

Date: March 05, 2025
Quote Expires: 60 day(s)
Proposal # 080769-R4

BILL TO

City of Wood River
633 N. Wood River Ave
Wood River, IL 62095
Pat Minogue

pminogue@wrparks.org

SHIP TO



City of Wood River



Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
MISC	Advanced Exercise	Gym Mirror (6x8) Installed		750.00	4	\$3,000.00




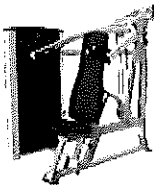

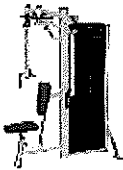
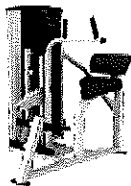
STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
OP-LP	Life Fitness	Axiom Leg Press 	<ul style="list-style-type: none">• 11-gauge oval tubing steel frames• Low Profile 53 inch tower height• Solid Steel Weight stacks with 7.5 lb drop down increment weight• Placards with QR code/ NFC Chip, for product usage instructions• Integrated storage in Tower top cap• Standard rear shroud and optional full shroud• Dimensions: 86"x40"x53"• Weight 592 lbs	4,455.20	1	\$4,455.20
OP-SM	Life Fitness	Axiom Smith Press Rack 	<ul style="list-style-type: none">• Oval Steel Frame with Powder Coat Finish• Unique Design Allows Use of Free Weight Olympic Bar• Starting resistance is 45lb.• Bar Angle Travel is at 7°• Eight Weight Storage Horns• Integrated Adjustable Bar Stops• ASTM/EN certified• Machine Weight: 398lb.• Dimensions: 51"L x 73"W x 88"H	3,528.00	1	\$3,528.00



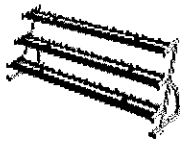


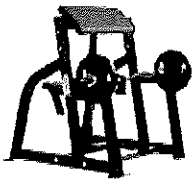



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
OP-SLOE	Life Fitness	Axiom Seated Leg Curl/Extension 	<ul style="list-style-type: none">• 11-gauge oval tubing steel frames• Low Profile 53 inch tower height• Solid Steel Weight stacks with 7.5 lb drop down increment weight• Placards with QR code/ NFC Chip, for product usage instructions• Integrated storage in Tower top cap• Standard rear shroud and optional full shroud• D	4,002.40	1	\$4,002.40
OP-MP	Life Fitness	Axiom Multi-Press 	<ul style="list-style-type: none">• 11-gauge oval tubing steel frames• Low Profile 53 inch tower height• Solid Steel Weight stacks with 7.5 lb drop down increment weight• Placards with QR code/ NFC Chip, for product usage instructions• Integrated storage in Tower top cap• Standard rear shroud and optional full shroud	4,002.40	1	\$4,002.40
OP-LR	Life Fitness	Axiom Pulldown/Row 	<ul style="list-style-type: none">• 11-gauge oval tubing steel frames• Low Profile 53 inch tower height• Solid Steel Weight stacks with 7.5 lb drop down increment weight• Placards with QR code/ NFC Chip, for product usage instructions• Integrated storage in Tower top cap• Standard rear shroud and optional full shroud• Dimensions: 91"x35"x85"• Weight 452 lbs	3,618.40	1	\$3,618.40
OP-FLY	Life Fitness	Axiom Pec Fly/Rear Delt 	<ul style="list-style-type: none">• 11-gauge oval tubing steel frames• Low Profile 53 inch tower height• Solid Steel Weight stacks with 7.5 lb drop down increment weight• Placards with QR code/ NFC Chip, for product usage instructions• Integrated storage in Tower top cap• Standard rear shroud and optional full shroud• Dimensions: 76"x78"x81"• Weight 543 lbs	3,618.40	1	\$3,618.40
OP-ABBA	Life Fitness	Axiom Abdominal/Back Extension 	<ul style="list-style-type: none">• 11-gauge oval tubing steel frames• Low Profile 53 inch tower height• Solid Steel Weight stacks with 7.5 lb drop down increment weight• Placards with QR code/ NFC Chip, for product usage instructions• Integrated storage in Tower top cap• Standard rear shroud and optional full shroud	3,618.40	1	\$3,618.40



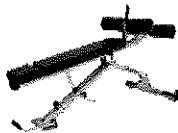
advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
OP-DB3LS	Life Fitness	Axiom 3 Tier Saddle 15 pr Dumbbell Rack 	<ul style="list-style-type: none">• Oval Steel Frame with Powder Coat Finish• Holds 15 pairs of 5lb. to 75lb. Sizes• Angled Shelves with Saddles for Round or 12 Sided DBs• Machine Weight: 286lb• Dimensions: 96"L x 29"W x 38"H	1,565.60	1	\$1,565.60
CMDAP	Life Fitness	Signature Series Cable Motion Dual Adjustable Pulley 	<ul style="list-style-type: none">• Oval frame 11-gauge tubing with powder coat finish• 1" solid steel weight plates• Rear weight stack shrouds• 22 adjustment positions per column• 1:4 resistance ratio• 3 position pull up station• Accessory kit & storage included• Machine Weight: 1265lb.• Weight Stack: 2 x 390lb.• Dimensions with pull-up handles: 44"L x 62"W x 95"H• Made in USA	7,294.40	1	\$7,294.40
LBR-BR	Life Fitness	Barbell Rack 	<ul style="list-style-type: none">• Oval Steel Tubing• Protective Urethane Bar Supports• Holds 10 Fixed Barbells• Bench Weight: 170lbs.• Dimensions: 38" L x 34.5" W x 61.5" H	1,239.20	1	\$1,239.20
FW-AC	Hammer Strength	Arm Curl (Seated) 	<ul style="list-style-type: none">• Adjustable seat to accommodate users of all sizes• 11-gauge steel frame with powder coat finish• Urethane Bar guards protects frame• Made in USA• Machine Weight: 160 lb.• Dimensions: 39"L x 36" W x 43" H	1,240.00	1	\$1,240.00
H DU-MAB	Hammer Strength	Multi Adjustable Bench 	<ul style="list-style-type: none">• Size (L x W x H): Footprint (L x W x H): 52.5" x 22.2" x 18.5"• Weight: 85 lbs• Back pad adjusts from -10 to 15, 30, 45, 60 and 75-degree pressing angles• Seat pad adjusts from 0 to 30 degrees	960.00	2	\$1,920.00



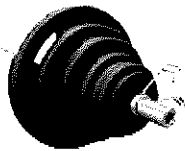
advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
LBR-DB	Life Fitness	Adjustable Decline/Abdominal Crunch	<ul style="list-style-type: none">• Oval Steel Tubing• Lightweight Adjustable Angle Positions• Transport Handle & Wheels• Assist Handle• Marked Visual Angles +10, 0, -10, -20, -30 degrees• Bench Weight: 175 lbs• Dimensions: 73"L x 29"W x 41"H	1,439.20	1	\$1,439.20



FREE WEIGHTS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GOSS-300VR	Troy Barbell	300 lb. Olympic Rubber Encased Wide Flange 3 Hole Grip VTX Plate Set	<ul style="list-style-type: none">• Olympic 2" VTX grip plates• (2) GO-045VR lb., (2) GO-035VR lb., (2) GO-025VR lb.• (1) GOSS-046VR – 2 pcs. of GO-010VR lb.,• (4) pcs. of GO-005VR lb., 2 pcs. of GO-02.5VR lb.• (2) TOZC-1/2 spring collars• (1) GOB-86 7' Olympic bar	598.93	1	\$598.93



TSD-005-050U	Troy Barbell	12-Sided Urethane Encased Dumbbells 5-50lb. Set		2,748.67	1	\$2,748.67
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TSD-055-075U	Troy Barbell	12-Sided Urethane Encased Dumbbells 55-75lb. Set		2,306.08	1	\$2,306.08
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Proposal # 080769-R4

advanced exercise

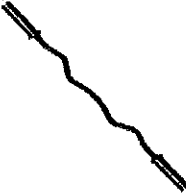
Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TZB-020-110R	Troy Barbell	12-Sided Rubber Encased Barbells 20-110lb. Set		2,045.30	1	\$2,045.30



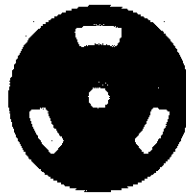
OL2-BLK	Avus Designs	Lock-Jaw OLY2 Barbell Collar (Black)	<ul style="list-style-type: none">• 2" Olympic Barbell Collar• Rubber Protective Lining• Secure Lock Design• For use with non Olympic Lifts	31.19	2	\$62.38
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TOZ-47B	Troy Barbell	47in. Commercial Olympic Curl Bar - Black		103.98	1	\$103.98
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GO-025VR	Troy Barbell	VTX Rubber Grip Olympic Plate 25lb.		47.75	2	\$95.49
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GO-045VR	Troy Barbell	VTX Rubber Grip Olympic Plate 45lb.		85.94	2	\$171.87
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Proposal # 080769-R4

advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GO-010VR	Troy Barbell	VTX Rubber Grip Olympic Plate 10lb.		19.11	2	\$38.21

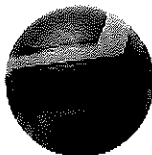


TRAINING TOOLS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GOB-300LZ	Troy Barbell	6' Lightweight Olympic Bar	<ul style="list-style-type: none">• 6' lightweight aluminum bar• 300lb statical test and 1 1/8" diameter• Shaft is Zinc Coated with Steel• Compatible with most Olympic-sized benches	164.61	1	\$164.61



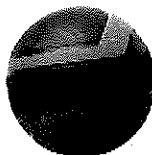
LF-MB-1130-01	Life Fitness	Medicine Ball 4Lb Yellow		40.00	1	\$40.00
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LF-MB-1131-01	Life Fitness	Medicine Ball 6Lb Green		52.80	1	\$52.80
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LF-MB-1132-01	Life Fitness	Medicine Ball 8Lb Orange		64.80	1	\$64.80
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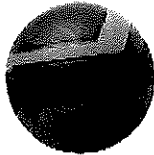




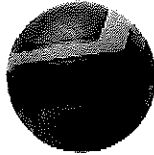
Proposal # 080769-R4

advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
LF-MB-1133-01	Life Fitness	Medicine Ball 10Lb Red		75.20	1	\$75.20



LF-MB-1134-01	Life Fitness	Medicine Ball 12Lb Blue		88.00	1	\$88.00
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**SPORTS FLOORING**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
FLOOR	Wellness Flooring	IM218GYC 2'x2' Center Grey 22.5"x22.5" 18mm		6.62	729	\$4,825.98
FLOOR	Wellness Flooring	IM218GYBB 2'x2' Beveled Border Grey 22.5"x22.5" 18mm		957.14	1	\$957.14

Comments:
Sourcewell Pricing
Life Fitness #081120-LFF

Subtotal: \$58,981.04

Install: 6,875.00
Freight: 1,910.00
Flooring Install: 2,730.00
Taxes As Applicable
Total: \$70,496.04





advanced exercise

Terms & Conditions

Terms: All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under \$2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. **Customer Initial** _____
- Customer has confirmed that the subfloor consists of no less than 4.0 inches of concrete. **Customer Initial** _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: PatMinogue

Date: _____ **Customer Requested Install Date:** _____

City of Wood River

Wood River, IL



Lisa Miceli Standage

Planner Design Consultant

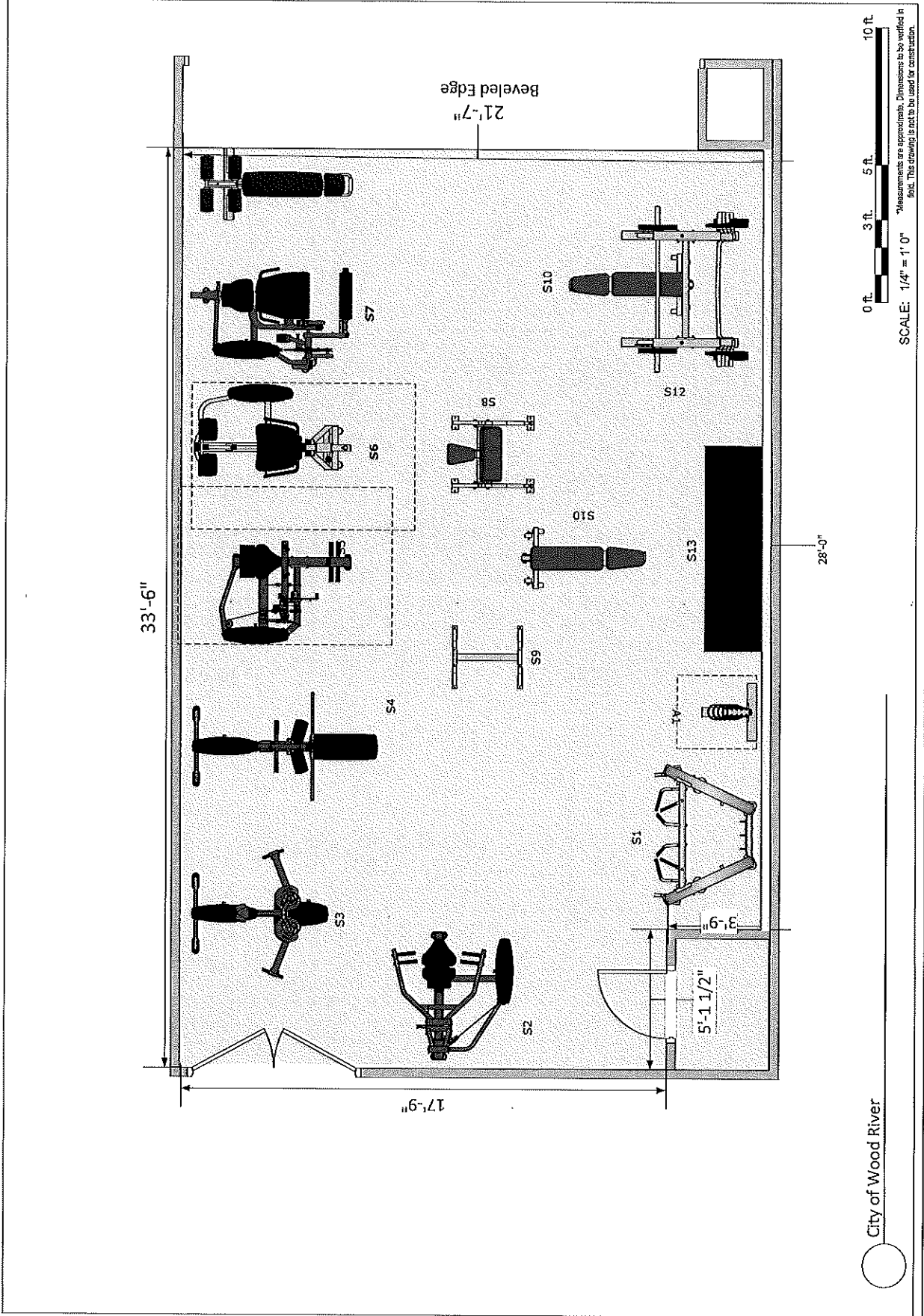
lmiceli@plannerdesign.com

314.761.8701

3/8/2021

V1.0

CARDIO EQUIPMENT													STRENGTH EQUIPMENT													ACCESSORIES																				
C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25	A1	A2	A3	A4	A5	A6	A7	A8	
													Dual Pulley	Multi Press	Pec Fly/Delt	Lat Pull/Row	Ab Back	Leg Press	Leg Curl/Ext	Arm Curl Bench	Barbell Rack	Adj Bench	Utility Bench	Smith Rack	Dumbbell Set	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info	Info



0 ft. 3 ft. 5 ft. 10 ft.

SCALE: 1/4" = 1' 0"

*Measurements are approximate. Dimensions to be verified in field. This drawing is not to be used for construction.

City of Wood River

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH Z ICE SHACK LLC D/B/A TROPICAL SNO 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 Z Ice Shack LLC d/b/a Tropical Sno ("Z Ice") to sponsor the walking track at the Wood River Recreation Center; and

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

WHEREAS, the Z Ice 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 Z Ice 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 Z Ice 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 Z Ice 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 March 17, 2025.

PASSED and APPROVED this 17th 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:

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 31, 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
Z Ice Shack LLC

Signature

Title

Date

OWNER
City of Wood River

Signature

Title

Date

1

2

3

4

5

15



Sheppard, Morgan & Schwaab, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

March 12, 2025

Mr. Steve Palen
City Manager
111 North Wood River Avenue
Wood River, Illinois 62095

Re: 2025-2026 MFT Maintenance
Material Letting

Dear Mr. Palen:

Bids were received for the 2025-2026 MFT Maintenance program at the Wood River City Hall on Wednesday, March 12, 2025, at 10:00 a.m., and they were opened and publicly read at that time. All bidders submitted the required proposal guarantee check. A tabulation of these bids is attached for your review.

There were two bids received for Item 1 - Bituminous Patching Material (Pre-Mix). After the hauling differential is considered, the lowest price is from Asphalt Sales and Products, Inc. from their plant located at 4824 Wagon Wheel Road, Edwardsville, Illinois. Their bid of \$160.00/ton is 5.88% lower than our estimate of \$170.00/ton. We recommend that the City Council accept the material proposal from Asphalt Sales and Products, Inc. for this item.

There were three bids received for Item 2 - Bituminous Patching Material - Cold Mix. After the hauling differential is considered, the lowest price is from Mahoney Asphalt, LLC from their plant located at 4005 College Ave., Alton, Illinois. Their bid of \$105.00/ton is 0.94% lower than our estimate of \$106.00/ton. We recommend that the City Council accept the material proposal from Mahoney Asphalt, LLC for this item.

There were three bids received for Item 3 - Hot-Mix Asphalt Surface Course. After the hauling differential is considered, the lowest price is from Christ Bros. Products, LLC from their plant located at 211 Community Dr. South Roxana, Illinois. Their bid of \$89.00/ton is 4.30% lower than our estimate of \$93.00/ton. We recommend that the City Council accept the material proposal from Christ Bros. Products, LLC for this item.

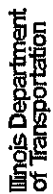
There were three bids received for Item 4 - Emulsified Asphalt Furnished and Applied. The lowest bid is from Illini Road Oil, LLC from Moro, Illinois at a unit price of \$592.77 / ton which is 20.96% lower than our estimate of \$750.00. We recommend that the City Council accept the material proposal from Illini Road Oil, LLC for this item.

www.smsengineers.com

*Your Partners
in Progress*

215 Market Street
Alton, IL 62002

Phone: **618.462.9755**



**Illinois Department
of Transportation**

Local Public Agency	County	Section Number	Letting Date
Wood River - See attachment for hauling differential for Items 1, 2 & 3	Madison	26-00000-00-GM	03/12/25

Approved Engineer's Estimate	Attended By (DOT Representative(s))	Bidders Name	Asphalt Sales and Products, Inc.	Matoney Asphalt, LLC	Evergreen Roadworks, LLC	Place Road Oil, LLC
\$270,800.00	Danielle Sneed & Mike Velloff from City, Dave Godar, SMS Eng	Bidder's Address	P.O. Box 11	208 Service St	1414 W. Anthony Drive	P.O. Box 484
		City, State, Zip	Lebanon, IL 62254	Swanscough, IL 62258	Urbana, IL 62102	Alton, IL 62002
		Proposal Guarantee	Cashier's Check	Cashier's Check	Certified Check	Cashier's Check
		Terms	\$7,500.00	\$5,000.00	\$3,000.00	\$3,000.00

[illegible]

✕

Bidder: Mahoney Asphalt LLC

Location of Plant: 4005 College Ave. Alton, Illinois

Bid Price: \$105.00 / ton x 50 tons = \$5,250.00

11.3 miles x \$0.33 / mile = \$3.73 / ton hauling differential

Delivered Price = \$108.73 / ton x 50 tons = \$5,436.50

Item 3 - Hot-Mix Asphalt Surface Course, Mix "C", Furnished Only:

Bidder: Asphalt Sales and Products, Inc.

Location of Plant: 4824 Wagon Wheel Road, Edwardsville, Illinois

Bid Price: \$90.00 / ton x 1,500 tons = \$135,000.00

10.0 miles x \$0.33 / mile = \$3.30 / ton hauling differential

Delivered Price = \$93.30 / ton x 1,500 tons = \$139,950.00

✕

Bidder: Christ Bros. Asphalt, Inc.

Location of Plant: 211 Community Dr. South Roxana, Illinois

Bid Price: \$89.00 / ton x 1,500 tons = \$133,500.00

9.0 miles x \$0.33 / mile = \$2.97 / ton hauling differential

Delivered Price = \$91.97 / ton x 1,500 tons = \$137,955.00

Bidder: Mahoney Asphalt LLC

Location of Plant: 4005 College Ave. Alton, Illinois

Bid Price: \$90.00 / ton x 1,500 tons = \$135,000.00

11.3 miles x \$0.33 / mile = \$3.73 / ton hauling differential

Delivered Price = \$93.73 / ton x 1,500 tons = \$140,595.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6(d).	Coarse Aggregate: Crushed	Loaded	tons	150	\$19.0000	\$2,850.00		\$0.00	\$19.0000	\$2,850.00		\$0.00
	Stone, CA16, Furnished Only	in City							*			
		Trucks at										
		Bid Plant										
6(e).	Stone Riprap, RR3,	Loaded	tons	100	\$24.0000	\$2,400.00		\$0.00	\$24.0000	\$2,400.00		\$0.00
	Furnished Only	in City							*			
		Trucks at										
		Bid Plant										
6(f).	Stone Riprap, RR4,	Loaded	tons	100	\$24.0000	\$2,400.00		\$0.00	\$24.0000	\$2,400.00		\$0.00
	Furnished Only	in City							*			
		Trucks at										
		Bid Plant										
6(g).	Fine Aggregate: Sand, FA1,	Loaded	tons	100	\$21.0000	\$2,100.00		\$0.00	\$21.0000	\$2,100.00		\$0.00
	Furnished Only	in City							*			
		Trucks at										
		Bid Plant										
					Total Bid:							
					As Read:	\$31,096.00		\$31,096.00		\$38,350.00		\$0.00
					As Calculated:	\$31,096.00		\$31,096.00		\$38,350.00		\$0.00
					% Over/Under:	(55.29)%		(55.29)%		(44.86)%		

* Successful Bidder

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 2/21/25

Name of Person completing application: Janet Buttry

Title: Committee member

Agency/group seeking permit: EIAWR After Prom 2026

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

Phone number: 618-363-9868

Date for which permit is sought: ~~Sept. 27, 2025~~ July 26, 2025

Proposed hours of solicitation: 7 hours 8am - 3pm

Does the solicit 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? no but have contact information to purchase if this is approved.
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 and Penning Avenue**.
- A limit of two (2) solicitations shall be permitted in any calendar month within the City, for a total not to exceed twelve (12) in any calendar year.
- No soliciting agency/group shall solicit more than once a calendar year.
- All soliciting agencies must use cones, safety vests, and appropriate signage identifying the agency/cause. The City requires \$100 deposit for use of city cones and vests.
- Any group under the age of 18 must have adult supervision.
- Solicitation requests shall be turned into the City Clerk's office between February 1 and February 28 of each calendar year 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

March 1, 2025

City Manager, Steve Palen

Wood River, IL 62095

Subject: Street and Alley Closure

We would like the City Council to consider our request to close Cotter Street at the entrance of Wood River Donut to the alley that is west of No Man's Land for the Brave the Shave fundraiser for Rory Guss who is battling Leukemia. The fundraiser is taking place at No Man's Land on April 26, 2025 from 12:00 p.m. to 7 p.m. The entrance to Wood River Donut will not be affected by the closure.

If you have any further questions, please contact Kathy Twichell at (618) 581-9789 or Steve Twichell at (618) 978-7883.

Sincerely,

Kathy & Steve Twichell