## **ORDER OF BUSINESS**

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

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

## **AGENDA**

1) Roll Call: Tom Stalcup

David Ayres Bill Dettmers
Jeremy Plank Scott Tweedy

- 2) Approval of the minutes of the special meeting of March 6, 2025, as printed.
- 3) Approval of the minutes of the regular meeting of March 17, 2025, as printed.
- 4) Approval of the bills submitted for payment for the period March 13, 2025, to April 2, 2025, as printed.
- 5) REQUEST BY MAYOR FOR:
  - A. Request for Citizen comments/communications/petitions
  - B. Reports/comments from City Officials
- Approval of an ordinance amending City Code 90-7, Title III: Administration, Chapter 33: Departments, Boards, Commissions, and Agencies, amending Section 33.002: City Attorney; appointment; duties, to clarify intent and remove ambiguity, and to require a majority of the City Council to request a legal opinion from the City Attorney.
- 7) Approval of an ordinance repealing Ordinance No. 2711 and Ordinance No. 2794 for purposes of eliminating the TIF Guidelines.
- 8) Approval of an ordinance approving Intergovernmental Agreements with Bethalto, Hartford, East Alton, Roxana, South Roxana, and South Roxana Fire Protection District regarding dispatch services provided by Wood River Police Department.
- 9) Approval of an ordinance authorizing the execution of a Lease Agreement for farmland with Tyler Schmitt for City owned property located at Parcel ID 19-1-08-22-12-201-001 and Parcel ID 19-1-08-23-00-000-001.
- 10) Approval of an ordinance authorizing a Redevelopment Agreement with Mike Fahnestock, on behalf of Fahnestock Agency, Inc. for TIF Financial Assistance at 600 N. Wood River Avenue, as submitted by the TIF Committee.
- Approval of an ordinance authorizing preliminary and final approval of a horizontal subdivision of Parcel ID 19-1-08-23-00-000-005 located at 1401 Vaughn Road, Wood River, Illinois 62095, as submitted by the Plan Commission.
- Approval of an ordinance authorizing preliminary and final approval of subdividing/combining Parcel ID 19-1-08-28-00-000-001 and Parcel ID 19-1-08-29-00-005 located on Enviro Way, as submitted by the Plan Commission.
- Approval of an ordinance adopting the City Manager's revised budget for Fiscal Year 2025-26 beginning May 1, 2025.

- 14) Approval of an ordinance declaring items from various departments as surplus and authorizing the sale of said items.
- Approval of a resolution authorizing an agreement between the City of Wood River and AT&T, as submitted by the Director of Public Services.
- Approval of a resolution repealing Resolution No. 1219 and any guidelines stated in the City Zoning Code under 4-13.4: Restrictions, or any other resolutions or ordinances, regarding the terms and conditions associated with the originally named Enviro Tech Business Park.
- Approval of a recommendation to accept the bid from Stutz Excavating, Inc. in the amount of \$76,750.00 for the demolition of the structure(s) located at Parcel ID 19-2-08-27-05-104-047, commonly known as 101 E. Ferguson, as submitted by the Director of Public Services.
- Approval of a request to seek bids for the Edwardsville Road Water Main Improvements Project Phase 3, as submitted by the Director of Public Services.
- Approval of a recess to hold an executive closed session to discuss matters pertaining to Personnel (5 ILCS 120/2 (c) (1)) and the setting of a price for sale or lease of property owned by the public body (5 ILCS 120/2 (c)(6)).
- 20) Old Business
- 21) New Business
- 22) 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.

A Special Meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 5:00 p.m. on Thursday, March 6, 2025, in the Council Chambers at City Hall, 111 N. Wood River Avenue, with the recital of the Pledge of Allegiance. The Clerk called the roll and reported that the following members were:

PRESENT: David Ayres

Bill Dettmers Jeremy Plank Scott Tweedy Tom Stalcup

and that a quorum was present and in attendance.

Mayor Stalcup stated that the purpose of this Special Meeting is to discuss and vote on an amendment to the City Ordinance regarding the requirements for calling a Special Meeting. The proposed amendment would increase the requirement from two Councilmembers to three in order to request a Special Meeting, aligning City policy with State Law.

## CITIZEN/CITY OFFICIAL COMMENTS:

Bill Rogers voiced strong opposition to the proposed ordinance change. He argued that the timing of the amendment was highly suspicious, as it followed a contentious discussion during the last Council Meeting regarding a forensic audit and City administration transparency. Mr. Rogers claimed the amendment was an attempt to suppress discussions and prevent a motion for the removal of City Manager Steve Palen. He accused the Council of manipulating procedural rules to avoid difficult conversations and called for a vote to terminate the employment of the City Manager. He further alleged that City Officials were trying to silence opposing voices and stack the deck by scheduling the meeting at a time inconvenient for certain residents. He also claimed that Chief Wells is not doing his job properly and stated that he should be fired as well. Mr. Rogers concluded by expressing support for Councilmembers who are standing up to what he described as intimidation tactics.

Councilman Ayres stated that the majority of the City Council has found it necessary to reduce TIF requirements after the contracts have been made.

Mayor Stalcup stated that changing TIF requirements has nothing to do with this Special Meeting.

Councilman Ayres then stated that some Councilmembers have found it necessary to change the ordinance to increase the requirements for Special Meetings after allowing a Special Meeting to take place two weeks ago.

Mayor Stalcup explained that the reason for following this process is that the City has been thoroughly reviewing all of its ordinances with the City Clerk and legal counsel. During this review, the City discovered that current practices were not in compliance with a specific State Statute, which requires a different approach than what the City was previously following.

City Manager Steve Palen stated that as mentioned in the agenda item, the Illinois Compiled Statutes (ILCS) are clearly referenced and anyone can review them. The requirements are straightforward and plainly outlined.

Councilman Dettmers stated that he disagrees with that assertion. The notice for tonight's Special Meeting states that the purpose is to bring Section 32.15(B) into compliance with State Law by requiring that a Special Meeting be called by either the Mayor or three Councilmembers. However, the state statute does not require three Councilmembers to make this request. He then stated that on February 20, 2024, the City adopted the spending policy, which included a detailed discussion with the City Attorney. The State Statute mandates that change orders cannot exceed \$25,000.00. During that discussion, Councilman Dettmers specifically asked if the City could raise the spending policy limit above \$25,000.00, and the City Attorney's response was no. He then asked if the City could lower the limit to \$10,000.00, and the answer was yes. Therefore, the State Statute does not require the City to have three Councilmembers request a Special Meeting. The current policy, which allows two Councilmembers to make this request, is already in compliance with State Law.

City Attorney Kathryn Warren respectfully disagreed with that assessment. She referred directly to 65 ILCS 5/3.1-40-25, the State Statute cited within this proposed ordinance. The plain language of the statute states that Special Meetings of the City Council can be called by the Mayor or any three aldermen. Illinois courts have had at least one opportunity to interpret this statute. In a 1983 First District Appellate Court case, which was later affirmed by the Illinois Supreme Court, the court evaluated the validity of a Special Meeting. The case involved a much larger city where the meeting in question was deemed valid because it met the statutory requirement despite involving 24 aldermen, far more than the minimum of three required by the statute. The court emphasized that the meeting's actions were valid specifically because the meeting itself was properly called in accordance with the statute.

Councilman Dettmers asked if the requirement for that city was more than the state statute requires.

City Attorney Kathryn Warren explained that the courts have interpreted the statute, and their position is clear. The plain language of 65 ILCS 5/3.1-40-25 states that a Special Meeting of the City Council may be called only by the Mayor or any three aldermen. According to the Illinois Constitution, non-Home Rule municipalities, like Wood River, possess only those powers specifically granted by State Law. This means the City cannot take any action beyond what State Law expressly permits. If a Special Meeting were held without a request from either the Mayor or at least three Councilmembers, any action taken at that meeting would be invalid under Illinois Law. The courts have explicitly stated that failing to meet this statutory requirement renders the meeting and any resulting actions legally void. Therefore, if the City were to proceed with a Special Meeting called by fewer than three Councilmembers or without the Mayor's request it would be in violation of State Law. As the City Attorney, she cannot advise the City to move forward under such circumstances. This is not a matter of interpretation or opinion as the law is unambiguous. The City can hold a Special Meeting, but only if the Mayor calls it or if three Councilmembers make the request. As of now, neither condition has been met for the meeting scheduled for Monday, March 10, 2025. Consequently, in her professional opinion, any actions taken at that meeting would be legally invalid and unenforceable. Should the matter be challenged in court, she believes the court would reach the same conclusion based on established case law, which confirms that plain language means plain language, three Councilmembers or the Mayor must call the meeting.

Councilman Dettmers stated that the reason he made that statement is that he was referencing exactly to what happened on February 20, 2024. At that time, he specifically asked about the \$25,000.00 statute requirement for change orders. If the statute applies to non-Home Rule entities, Special Meetings and the policies the City adopted for the spending policy regarding change orders, why would the City receive conflicting legal opinions. At that meeting, the Councilmembers were told that the City could adopt a lower spending threshold for change orders, even though the statute explicitly sets it at \$25,000.00. However, tonight, Councilmembers are being told the opposite, that the threshold cannot be lower than the statute requires. He is genuinely confused by the inconsistent advice that the City Council is receiving from legal counsel.

City Attorney Kathryn Warren stated that Councilman Dettmers is discussing an entirely different statute from February 2024 with City Attorney Mike McGinley. The statute referenced from February 2024 is not the same statute that is being addressed now. She has not specifically researched the issues discussed between Councilman Dettmers and City Attorney Mike McGinley at that time, so she cannot speak to the details of that conversation or what Mr. McGinley understood from those questions. She was not present, and she has not personally reviewed that particular statute. What she is saying is just because a court interprets one statute a certain way does not mean that interpretation applies universally to all statutes. Two completely different legal provisions are being discussed, which makes it an applesto-oranges comparison. She has specifically researched this statute and how it relates to the Open Meetings Act. Based on her understanding of the law, any action taken at a Special Meeting called by fewer than three Councilmembers would be found invalid.

Councilman Dettmers stated that once again, he wants to point back to the conversation from February 20, 2024, which is publicly available on Facebook for anyone who want to watch it. During that discussion, he specifically asked if the City could increase the \$25,000.00 threshold for change orders to \$50,000.00 or \$100,000.00 and the answer was no. He then asked if the City could lower the threshold to \$10,000.00 and the answer was yes, because it does not exceed the \$25,000.00 threshold.

City Attorney Kathryn Warren stated that she did not have the specific statute that Councilman Dettmers is referring to in front of her, so she cannot speak to its exact plain language. Without reviewing the statute directly, she cannot fully address why there might be confusion regarding this issue.

Councilman Dettmers stated that he was not confused, and he is very clear on this issue. He distinctly remembers the February 20, 2024, meeting because he raised this point specifically and that was exactly the conversation that took place.

ORDINANCE NO. 25-4: AMENDING CITY CODE 90-7, TITLE III: ADMINISTRATION, CHAPTER 32: CITY COUNCIL, SECTION 32.15 MEETINGS, IN ORDER TO BRING SECTION 32.15(B) INTO COMPLIANCE WITH STATE LAW BY REQUIRING THAT ANY SPECIAL MEETING BE CALLED BY EITHER THE MAYOR, OR THREE (3) MEMBERS OF THE CITY COUNCIL, PURSUANT TO 65 ILCS 5/3.1-40-25:

Councilman Plank moved to approve an ordinance amending City Code 90-7, Title III: Administration, Chapter 32: City Council, Section 32.15 Meetings, in order to bring Section 32.15(B) into compliance with State Law by requiring that any special meeting be called by either the Mayor, or three (3) members of the City Council, pursuant to 65 ILCS 5/3.1-40-25, seconded by Councilman Tweedy

Councilman Ayres referenced Section B of the proposed ordinance that states a summons or written notice signed by the Mayor shall be served to each Councilmember either in person, by email to the Councilmember's City email address, or by notice left at their residence. Councilman Ayres recommended adding and asterisk that if notice is sent by email, a confirmation response should be required to ensure the message was received. This could help prevent situations where important notices are missed due to unforeseen issues.

Councilman Ayres and Mayor Stalcup agreed that requiring a confirmation response would ensure the recipient received the message and reduce the risk of missed communications.

Councilman Dettmers asked if the State Statute requires notice of Special Meeting to be sent via email or if this is something the City inserted.

City Attorney Kathryn Warren stated that the State Statute at issue here, which she has already cited, explicitly states that the City Council may, by ordinance, prescribe the times and places of Council Meetings and determine the manner in which Special Council Meetings are called.

Councilman Dettmers stated that he is very uncomfortable with email notification. He argued that email-based notifications could fail due to technical issues, such as power outages or email server problems, and suggested that official notices be delivered in person or left at a council member's residence.

Councilman Dettmers made a motion to amend the ordinance by removing the language in Section B "or by email to the Councilmember's City email address", seconded by Councilman Ayres

Councilman Plank stated that he believes the City should keep the notification options open and less restrictive. He believes that it is important to leave email notification in the ordinance because it can be an efficient option and if the email notification is not received, notice can be left at the Councilmember's residence.

Councilman Dettmers asked if that is considered proper notification.

Mayor Stalcup asked if notifications can be sent via email and hard copy.

City Manager Steve Palen explained that most of the communications are hard copies or deliveries to the Councilmembers' residence. If a Councilmember chooses to have the notices sent via email, the option is in the ordinance to do so.

Councilman Plank stated that there is a benefit of the email notification because of the time and date stamp on when it was sent.

Councilman Dettmers asked for clarification and asked if proper notification does not include emails if Councilmembers opt out of emails or if it is proper notification if it is sent by email.

City Manager Steve Palen stated that it was his understanding that Councilman Dettmer's amendment was to strike notice by email from the proposed ordinance.

The amendment was denied by the following vote:

AYES: Dettmers (1)

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

Councilman Plank stated that he has always been a strong advocate for transparency and has no issue voting for or against the desire for a Special Meeting. However, considering that the City already has two regular meetings per month where agenda items can be addressed, he questions the necessity of frequent Special Meetings. For instance, the City recently handled the same issue in a Special Meeting, only to revisit it seven days later during a regular Council Meeting. Perhaps it is time to move past the "Jerry Springer Show" approach to City Council proceedings and focus on conducting City business more efficiently.

Councilman Dettmers responded by referencing a May 2023 Special Meeting in which Councilman Plank had supported calling a special session due to an issue with agenda control. Councilman Dettmers questioned the consistency of Councilman Plank's position on the necessity of Special Meetings.

The ordinance was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

<u>ADJOURNMENT</u>: Councilman Tweedy moved to adjourn, seconded by Councilman Plank. The meeting adjourned at 5:22 p.m.

Mayor	City Clerk

1,790.22						STREET MAINTENANCE Total
1,300.98	40521		MARCH 2025 - GASOLINE	WEX BANK	4709	STREET MAINTENANCE
124.98	40599	1021	REPLENISH FIRST AID KIT	THOMPSON-SAFETY, LLC	6344	STREET MAINTENANCE
22.33	40544	1021	02 & ACETYLENE TANK RENTAL	ROD'S SERVICE INCORPORATED	1060	STREET MAINTENANCE
341.93	40783	1021	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	STREET MAINTENANCE
2,612.53	-	1				CITY HALL MAINTENANCE Tota
4.97	40599	1019	PLUNGER - CITY HALL	WAL-MART COMMUNITY	1713	CITY HALL MAINTENANCE
214.99	40552		REPLENISH FIRST AID KIT	UNIFIRST FIRST AID + SAFETY	591	CITY HALL MAINTENANCE
24.00	40752	1019	AIR FRESHENERS - CITY HALL	TANKS PEST CONTROL, LLC	6341	CITY HALL MAINTENANCE
2,368.57	40783	1	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	CITY HALL MAINTENANCE
10,988.37						STREET LIGHTING Total
9,794.44	40788	1017	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	STREET LIGHTING
1,193.93	40789	1017	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	STREET LIGHTING
357.30	1					BUILDING & ZONING Total
226.72	40521	1016	MARCH 2025 - GASOLINE	WEX BANK	4709	BUILDING & ZONING
130.58	40796	1016	SERVER WARRANTY	UTILITRA	981	BUILDING & ZONING
21,277.50	3. 3. 3. 4. 3.					LEGAL Total
3,615.00	40721	1015	LEGAL SERVICES	LEWIS BRISBOIS BISGAARD&SMITH	6284	LEGAL
400.00	40721	1015	LEGAL SERVICES	LEWIS BRISBOIS BISGAARD&SMITH	6284	LEGAL
525.00	40721	1015	LEGAL SERVICES	LEWIS BRISBOIS BISGAARD&SMITH	6284	LEGAL
9,200.00	40721	1015	LEGAL SERVICES	LEWIS BRISBOIS BISGAARD&SMITH	6284	LEGAL
5,425.00	40721	1015	LEGAL SERVICES	LEWIS BRISBOIS BISGAARD&SMITH	6284	LEGAL
2,112.50	40721		LEGAL SERVICES	MICHAEL J. DIAZ	6393	LEGAL
4,182.57	N	100			1	FINANCE Total
1,615.65	40659	1013	ACCT 550 SPRING 2025 - K WEBER	KAREN WEBER	5477	FINANCE
130.55	40796	1013	SERVER WARRANTY	UTILITRA	981	FINANCE
37.18	40519	1013	JUMBO PAPER CLIPS	QUILL	1015	FINANCE
249.50	40514	1013	INK - POSTAGE MACHINE	MARXAM LLC	5235	FINANCE
1,984.69	40729	1013	APRIL 2025 - MUNI LINK	LINK COMPUTER CORPORATION	6062	FINANCE
165.00	40863	1013	LEASE - POSTAGE METER	GREAT AMERICA FINANCIAL SVCS.	6309	FINANCE
1,866.18						ADMINISTRATION Total
11.58	40519	1012	GOLD NOTARY SEALS	QUILL	1015	ADMINISTRATION
168.74	40521	1012	MARCH 2025 - GASOLINE	WEX BANK	4709	ADMINISTRATION
130.58	40796	1012	SERVER WARRANTY	UTILITRA	981	ADMINISTRATION
(51.36)	40519	1012	RETURN NON SKID PAPER CLIPS	QUILL	1015	ADMINISTRATION
77.04	40519	1012	PAPER CLIPS	QUILL	1015	ADMINISTRATION
92.03	40519	1012	BINDER CLIPS	QUILL	1015	ADMINISTRATION
1,437.57	40792	1012	CITY CODE S-I SUPPLEMENT	AMERICAN LEGAL PUBLISHING CORP	6096	ADMINISTRATION
629.63						LEGISLATIVE Total
164.05	40599	1011	COFFEE, WATER, SODA, DISH SOAP	WAL-MART COMMUNITY	1713	LEGISLATIVE
150.00	40659	1011	ALTON MEETING - S PALEN, B WELLS, M VELLOFF	SOUTHWESTERN ILLINOIS COUNCIL	1131	LEGISLATIVE
130.58	40796	1011	SERVER WARRANTY	UTILITRA	981	LEGISLATIVE
185.00	40756	1011	PLAQUE - DOWNTOWN MEMORIAL GARDEN	BUDGET SIGNS TROPHIES & PLAQUE	333	LEGISLATIVE
DUE	ACCOUNT NUMBER	CODE	DESCRIPTION	VENDOR NAME	VENDOR #	DEPARTMENT
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83	1026 40/83	JANUARY 2025 - AMEREN	33 AMEREN ILLINOIS	DISASTER PREP 4163
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94 187.00	1025 40594	BOOTS - T MILLS	CLEARY'S SHOES & BOOTS	PARK MAINTENANCE 2749
253.55	1	ASOLINE		PARK MAINTENANCE 4709
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49	1025 40539	4 - 6TH STREET CONCESSION DOOR		
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1 1 1 1 1 1 1 1 1			MFT Total
1 1 1 1 1 1 1	SHEPPARD MORGAN & SCHWAAB EDWARDSVILLE RD WATERLINE PLANS	1099	MFT
	SHEPPARD MORGAN & SCHWAAB 2024-2025 MFT MAINT ENGINEERING	1099	MFT
	DENNIS F WALLACE REMOVAL OF TREES & DEBRIS	3267	MFT
1 1 1 1 1		tal	POLICE COMMUNICATIONS Total
1 1 1 1	LEON UNIFORM COMPANY FLEECE COAT - PETRO	778	POLICE COMMUNICATIONS
1 1 1			FIRE Total
	LEON UNIFORM COMPANY CREDIT - RETURN ITEMS	778	FIRE
	WAL-MART COMMUNITY TV SCREEN - CAMERA SYSTEM	1713	FIRE
	WAL-MART COMMUNITY SURGE PROTECTOR - TV'S	1713	FIRE
1028 40521	WEX BANK MARCH 2025 - GASOLINE	4709	FIRE
.l	UNIVERSITY OF ILLINOIS CLASS#202501153 - KORINEK	5687	FIRE
1028 40593	TRICKEY'S SERVICE INCORPORATED PROPANE - FIRE EXTINGUISHER TRAINING	207	FIRE
1028 40719		1518	FIRE
BS 1028 40719	SENTINEL EMERGENCY SOLUTIONS REPAIR CONNECTIONS INSIDE FRONT BROW SCENE LIGHTS & BULBS	1518	FIRE
1028 40929	SNS	1518	FIRE
1028 40595	LEO ELLEBRACHT COMPANY TURNOUT MANAGEMENT NAME PANEL	3551	FIRE
Ł	LEON UNIFORM COMPANY CLASS B SHIRT - STAHLHUT	778	FIRE
ı	LEON UNIFORM COMPANY CLASS B SHIRT - BLOCH	778	FIRE
	LEON UNIFORM COMPANY UNIFORM POLOS - DC KAMP	778	FIRE
	LEON UNIFORM COMPANY CLASS B UNIFORM SHIRTS, REPLACEMENT CLASS A COAT	778	FIRE
	BERTELS SALES AND SERVICE 14" CUTOFF SAW	4734	FIRE
	BERTELS SALES AND SERVICE REPAIR CUTTER EDGE - CHAINSAW	4734	FIRE
1	BOUND TREE MEDICAL LLC GLOVES	318	FIRE
	AIRGAS USA, LLC MEDICAL OXYGEN	6246	FIRE
1_	AMEREN ILLINOIS JANUARY 2025 - AMEREN	4163	FIRE
			POLICE Total
102/ 40/54	ROTTLER PEST CONTROL   MARCH 2025 - PEST CONTROL	6376	POLICE
1	ROBERTS MOTORS DIAGNOSE BATTERY PROBLEM - #177	2293	POLICE
	T	1713	POLICE
1		5515	POLICE
		4709	POLICE
+։	AT	*	DEPARTMENT
CODE NUMBER	DESCRIPTION	VENDOR	

269.00	40531	4041	MARKING FLAGS	SCHULTE SUPPLY INCORPORATED	1084	SEWER COLLECTIONS
4.66	40531		KEYS	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
2.69	40531	4041	WIRE NUTS	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
17.26	40531		D CELL BATTERIES	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
3.58	40531	4041	BAKING SODA	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
44.95	40531	4041	CONCRETE SEALER	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
56.61	40531	4041	CONCRETE	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
50.37	40531	4041	WINDOW CLEANING COMBO	ACE HARDWARE OF BETHALTO	4039	SEWER COLLECTIONS
4,786.43	40719	4041	KENDALL HILL LIFT REPAIRS	GRP WEGMAN COMPANY	100	SEWER COLLECTIONS
310.96	40783	4041	2/9-3/10/2025 - 1917 E EDWARDSVILLE RD	AMEREN ILLINOIS	4163	SEWER COLLECTIONS
2,107.82	40783	4041	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	SEWER COLLECTIONS
19,986.23						WATER PLANT Total
80.00	40798	3032	DELIVERY - WATER CHEMICALS	WATER SOLUTIONS UNLIMITED	99	WATER PLANT
6,480.00	40556	3032	WATER CHEMICALS	WATER SOLUTIONS UNLIMITED	99	WATER PLANT
1,720.00	40568	3032	WATER CHEMICALS	WATER SOLUTIONS UNLIMITED	99	WATER PLANT
161.80	40521	3032	MARCH 2025 - GASOLINE	WEX BANK	4709	WATER PLANT
1,704.03	40551	3032	LAB TESTING SUPPLIES	USA BLUEBOOK	5115	WATER PLANT
737.96	40599	3032	WEED KILL, BATH TISSUE	TITAN INDUSTRIAL CHEMICALS LLC	4557	WATER PLANT
15.00	40659	1	3/19/2025 MEETING	DARRELL JOSE	4269	WATER PLANT
200.00	40555	3032	CHLORINE DELIVERY	PVS DX INC	6316	WATER PLANT
170.16	40541	1	TOWELS	ODP BUSNESS SOLUTIONS, LLC	6233	WATER PLANT
1,054.34	40553	3032	DELIVERY - QUICKLIME	MLDS	4216	WATER PLANT
125.00	40619	3032	ELEVATOR OPERATION CERTIFICATES	ILLINOIS OFFICE OF THE STATE	5631	WATER PLANT
462.50	40719	3032	SERVICE - PRIMEX PANEL	HYDRO KINETICS	4122	WATER PLANT
1,103.95	40792	1	PFAS REMOVAL GRANT APP	CURRY & ASSOCIATES	3196	WATER PLANT
5,971.49	40783	3032	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	WATER PLANT
8,196.89		L			-	WATER DISTRIBUTION Total
77.35	40599	3031	TRASH LINERS, BATH TISSUE, TIDE PODS	WAL-MART COMMUNITY	1713	WATER DISTRIBUTION
647.81	40521	3031	MARCH 2025 - GASOLINE	WEX BANK	4709	WATER DISTRIBUTION
446.75	40779	3031	FEBRUARY 2025 - WATER ANALYSIS	TEKLAB INCORPORATED	3506	WATER DISTRIBUTION
549.51	40531	3031	SADDLE, CORP STOP, PIPE SEALANT	SCHULTE SUPPLY INCORPORATED	1084	WATER DISTRIBUTION
229.62	40581	3031	METER LIDS	SCHULTE SUPPLY INCORPORATED	1084	WATER DISTRIBUTION
209.80	40531	3031	400' PIPE - WR AVE	SCHULTE SUPPLY INCORPORATED	1084	WATER DISTRIBUTION
548.61	40531	3031	CAUTION TAPE, COUPLING	SCHULTE SUPPLY INCORPORATED	1084	WATER DISTRIBUTION
64.92	40542	3031	PAINT	SCHULTE SUPPLY INCORPORATED	1084	WATER DISTRIBUTION
15.00	40659	3031	3/19/2025 MEETING	MICAH D. REDMAN	·5707	WATER DISTRIBUTION
15.00	40659	3031	3/19/2025 MEETING	TIMOTHY DONOHOO	5682	WATER DISTRIBUTION
171.99	40529	3031	BATTERY	ACE HARDWARE OF BETHALTO	4039	WATER DISTRIBUTION
2,400.00	40581	3031	6" VALVES WR AVE REPLACEMENT	CORE & MAIN LP	2600	WATER DISTRIBUTION
1,536.69	40581	3031	PARTS WR AVE WATER VALVE REPLACEMENT	CORE & MAIN LP	2600	WATER DISTRIBUTION
445.19	40719	3031	REPLACE PHOTO EYE ON OUTSIDE LIGHTING	CAMP ELECTRIC & HEATING CO INC	5222	WATER DISTRIBUTION
838.65	40783	3031	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	WATER DISTRIBUTION
3,740.21						PUBLIC SERVICES ADMIN Total
DUE	NUMBER		DESCRIPTION	VENDOR NAME	VENDOR #	DEPARTMENT
TNIOMA	TUINT	TGRO				

114,651.35		ш				CID Total
206.95	40999		COOLANT LEAK - NEW ENGINE	WEBER FORD	6001	GB
5,361.70	40999	8700	2019 EXPEDITION - ENGINE REPLACEMENT	WEBER FORD	6001	CID
8,100.00	40792	8700	BACKFILL POLICE WALKING PATH	STUTZ EXCAVATING, INC	5026	CID
71,611.00	40792	8700	PAYMENT #1 - DOG PARK CONCRETE	STUTZ EXCAVATING, INC	5026	CID
5,969.70	40792	8700	ENVIROTECH PARK	SHEPPARD MORGAN & SCHWAAB	1099	CID
2,952.00	40792	8700	DOG PARK STAKING	SHEPPARD MORGAN & SCHWAAB	1099	CID
20,450.00	40916	Į.	210 OLD STL RD - DEMO	KAMADULSKI EXCAVATION	3680	CID
1,924.57					SIONS Total	GOLF CONCESSIONS Total
82.24	40571	5053	GATORADE, WATER, COFFEE, CREAMER, BUNS	WAL-MART COMMUNITY	SIONS 1713	GOLF CONCESSIONS
110.00	40571	5053	RENEW SAM'S MEMBERSHIP	WAL-MART COMMUNITY	SIONS 1713	GOLF CONCESSIONS
185.00	40571	5053	CHIPS,COOKIES,CRACKERS,COFFEE,LEMONADE,WATER	WAL-MART COMMUNITY	SIONS 1713	GOLF CONCESSIONS
13.98	40572	5053	FORKS	WAL-MART COMMUNITY	SIONS 1713	GOLF CONCESSIONS
55.78	40572		32 OZ CUPS	WAL-MART COMMUNITY	SIONS 1713	GOLF CONCESSIONS
81.46	40571	5053	HOT DOG BUNS, GATORADE	WAL-MART COMMUNITY	SIONS 1713	GOLF CONCESSIONS
130.06	40571	5053	BUNS, GATORADE - RESALE	WAL-MART COMMUNITY	SIONS 1713	<b>GOLF CONCESSIONS</b>
46.20	40574	5053	ALCOHOL - GOLF COURSE	DONNEWALD DISTRIBUTING CO.	SIONS 5487	GOLF CONCESSIONS
151.60	40574	5053	ALCOHOL - GOLF COURSE	DONNEWALD DISTRIBUTING CO.	SIONS 5487	<b>GOLF CONCESSIONS</b>
416.45	40574	5053	ALCOHOL - GOLF COURSE	DONNEWALD DISTRIBUTING CO.	SIONS 5487	<b>GOLF CONCESSIONS</b>
192.60	40574	5053	ALCOHOL - GOLF COURSE	DONNEWALD DISTRIBUTING CO.	SIONS 5487	<b>GOLF CONCESSIONS</b>
459.20	40574	1	ALCOHOL - GOLF COURSE	ROBERT CHICK FRITZ	SIONS 5496	<b>GOLF CONCESSIONS</b>
11,658.87					)USE Total	GOLF CLUBHOUSE Total
69.00	40786	5052	BELK CLUBHOUSE INTERNET	TIGER HOSTING	USE 6056	GOLF CLUBHOUSE
60.70	40541	5052	FLOOR CLEANER, HAND SOAP, TOWELS, GLOVES	WAL-MART COMMUNITY	USE 1713	GOLF CLUBHOUSE
6.45	40541	ı	GLOVES	WAL-MART COMMUNITY	USE 1713	GOLF CLUBHOUSE
68.66	40519	5052	MOUSE, SURGE PROTECTOR, KEYBOARD - BELK CLUBHOUSE	WAL-MART COMMUNITY	USE 1713	GOLF CLUBHOUSE
99.95	40519	5052	THERMAL PAPER - REGISTERS	WILLIAMS OFFICE PRODUCTS		GOLF CLUBHOUSE
440.00	40571	5052	HOT DOGS & BRATS	REIS SERVICES INC	USE 5540	GOLF CLUBHOUSE
643.51	40571	5052	BAG IN BOX SODA	PEPSI - COLA	USE 5236	GOLF CLUBHOUSE
717.37	40521	5052	GASOLINE - GOLF CARTS	MEDFORD OIL COMPANY	USE 5713	GOLF CLUBHOUSE
209.54	40752	5052	3/17/2025 - RUG & TOWEL SERVICE	CLEAN UNIFORM COMPANY		GOLF CLUBHOUSE
3,209.05	40783	5052	JANUARY 2025 - AMEREN	AMEREN ILLINOIS		GOLF CLUBHOUSE
3,675.00	40572		RANGE BALLS - RANGE USE	ACUSHNET CO		GOLF CLUBHOUSE
592.90	40579	5052	GOLF BAGS - RESALE	ACUSHNET CO		GOLF CLUBHOUSE
509.48	40579	5052	GOLF BALLS - RESALE	ACUSHNET CO		GOLF CLUBHOUSE
1,357.26	40579	5052	GOLF BALLS - RESALE	ACUSHNET CO	USE 5430	GOLF CLUBHOUSE
64,865.18						REFUSE Total
1,373.90	40778	4949	MARCH 2025 - COMPOST DUMPSTERS	REPUBLIC SERVICES #350	5406	REFUSE
63,491.28	40791	4949	MARCH 2025 - CITY PICK UPS	REPUBLIC SERVICES #350	5406	REFUSE
8,044.17					Total	SEWER PLANT Total
8,044.17	40783	4042	JANUARY 2025 - AMEREN	AMEREN ILLINOIS	4163	SEWER PLANT
8,366.80						SEWER COLLECTIONS Total
712.47	40521	4041	MARCH 2025 - GASOLINE	WEX BANK	CTIONS 4709	SEWER COLLECTIONS
DUE	ACCOUNT NUMBER	CODE	DESCRIPTION	R VENDOR NAME	DEPARTMENT #	DEPA
	٧,					

25.ECT'+9C					Grand Total
4,885.96					RECREATION CENTER Total
345.16	9000 40304	REC CENTER - CONCESSIONS 90	WAL-MART COMMUNITY	1713	RECREATION CENTER
170.45	9000 40565	NERF NIGHT SUPPLIES 90	WAL-MART COMMUNITY	1713	RECREATION CENTER
46.14	9000 40304	COFFEE, STORAGE BAGS 99	WAL-MART COMMUNITY	1713	RECREATION CENTER
200.00	9000 40313	3/16-3/29/2025 - UMP PAYROLL 99	MARK A. ZIPPRICH	4751	RECREATION CENTER
66.00	9000 40752	AIR FRESHENERS - REC CENTER 99	TANKS PEST CONTROL, LLC	6341	RECREATION CENTER
1,420.74	9000 40300	5 V 5 BASKETBALL 99	TRI-CITY REC. PROGRAMS	5495	RECREATION CENTER
847.80	9000 40300	3V3 BASKETBALL 99	TRI-CITY REC. PROGRAMS	5495	RECREATION CENTER
915.20	9000 40315	MARCH 2025 PICKLEBALL TOURNAMENT SHIRTS	SCHWARTZKOPF PRINTING INC	1087	RECREATION CENTER
298.97	9000 40792	2/20-3/19/2025 - COLOR & BLACK & WHITE PRINTING	RICOH USA, INC.	5228	RECREATION CENTER
250.00	9000 40313	UMPIRE PAYROLL 90	BRIAN KICHLINE	6398	RECREATION CENTER
325.50	9000 40304	CONCESSIONS	REIS SERVICES INC.	4255	RECREATION CENTER
129,580.85					NHR SALES TAX Total
39,060.35	8900 40870	EAST SIDE DETENTION - PAYMENT	ILLINOIS EPA C/O AMALGAMATED	5391	NHR SALES TAX
90,520.50	8900 40869	PAYMENT #3 - REC CENTER 8:	FIRST MID	5728	NHR SALES TAX
BUE	CODE NUMBER	DESCRIPTION C	VENDOR NAME	#	DEPARTMENT
AMOUNT	DEPT   ACCOUNT			VENDOR	

## **ORDINANCE NO:**

ORDINANCE AMENDING CITY CODE, CHAPTER 33, DEPARTMENT OF LAW, TO CLARIFY INTENT AND REMOVE AMBIGUITY, AND TO REQUIRE A MAJORITY OF THE CITY COUNCIL TO REQUEST A LEGAL OPINION FROM THE CITY ATTORNEY

**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 Code to clarify intent, remove ambiguity, and to reflect changes in City priorities and objectives; and

WHEREAS, City Code currently states:

## § 33.002 CITY ATTORNEY; APPOINTMENT; DUTIES.

(A) Generally. The City Attorney shall be appointed by the City Manager. He or she shall be the official head of the Law Department and shall be responsible for its efficient operation. He or she shall be appointed on an indefinite basis and shall continue in office until a successor has been appointed and qualified. He or she shall be an attorney licensed to practice law in the state.

## (B) Duties.

- (1) It shall be the duty of the City Attorney to counsel and advise the City Manager and heads of departments; to prepare or revise ordinances when so requested by the Council or the City Manager; to prepare for execution, all contracts and agreements of which the city is a party and shall approve as to form all such legal instruments; to give legal opinions upon all legal matters or questions submitted to him or her by the Mayor, City Manager, or by the City Council. Upon request he or she shall reduce any such opinion to writing.
- (2) He or she shall attend Council meetings for the purpose of giving the Council any legal advice requested by its members; keep a complete record of all suits in which the city has or had an interest; counsel and instruct elected officials, department heads, and employees in the elements of public law, when requested; advise the various boards and commissions upon legal questions arising in the conduct of their business; keep a record of all written opinions furnished by him or her and of all certificates or abstracts of titles obtained by him or her to the city or any department or official thereof; with the appropriating of property to public use and in the levying of assessments; report the outcome of any litigation in which the city has an interest to the City Manager and Council; and prosecute or defend any

and all suits or actions at law or equity to which the city may be a party, or in which it may be interested.

**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 provide additional language to clarify when the City Attorney shall provide legal advice to individual members of the City Council; and

## WHEREAS, City has determined it shall amend the City Code as follows:

(3) No individual member of the City Council shall be entitled to oral legal opinions or written legal opinions from the City Attorney without a majority vote of the City Council in a City Council meeting. The City Manager and Mayor shall be permitted, without a majority vote of the City Council, to obtain oral legal opinions or written legal opinions from the City Attorney.

**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 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 shall now state:

## § 33.002 CITY ATTORNEY; APPOINTMENT; DUTIES.

(A) *Generally*. The City Attorney shall be appointed by the City Manager. He or she shall be the official head of the Law Department and shall be responsible for its efficient operation. He or she shall be appointed on an indefinite basis and shall continue in office until a successor has been appointed and qualified. He or she shall be an attorney licensed to practice law in the state.

## (B) Duties.

(1) It shall be the duty of the City Attorney to counsel and advise the City Manager and heads of departments; to prepare or revise ordinances when so requested by the Council or the City Manager; to prepare for execution, all contracts and agreements of which the city is a party and shall approve as to form all such legal instruments; to give legal opinions upon all legal matters or questions submitted to him or her by the Mayor, City Manager, or by the City Council. Upon request he or she shall reduce any such opinion to writing.

- (2) He or she shall attend Council meetings for the purpose of giving the Council any legal advice requested by its members; keep a complete record of all suits in which the city has or had an interest; counsel and instruct elected officials, department heads, and employees in the elements of public law, when requested; advise the various boards and commissions upon legal questions arising in the conduct of their business; keep a record of all written opinions furnished by him or her and of all certificates or abstracts of titles obtained by him or her to the city or any department or official thereof; with the appropriating of property to public use and in the levying of assessments; report the outcome of any litigation in which the city has an interest to the City Manager and Council; and prosecute or defend any and all suits or actions at law or equity to which the city may be a party, or in which it may be interested.
- (3) No individual member of the City Council shall be entitled to oral legal opinions or written legal opinions from the City Attorney without a majority vote of the City Council in a City Council meeting. The City Manager and Mayor shall be permitted, without a majority vote of the City Council, to obtain oral legal opinions or written legal opinions from the City Attorney.

Section 3. That this ordinance shall be known as Ordinance No: \_\_\_\_\_ and shall be effective upon adoption with implementation date of April 7, 2025.

PASSED and APPROVED this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER, IL
ATTEST:	
CLERK OF THE CITY OF WOOD RIVE	ER. IL
Upon a roll call vote, the following was re	ecorded:
AYFS	

NAYS:

### **ORDINANCE NO:**

## ORDINANCE REPEALING ORDINANCE NO. 2711 AND ORDINANCE NO. 2794 FOR PURPOSES OF ELIMINATING THE TIF FINANCIAL ASSISTANCE PROCESS

**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 passed Ordinance No. 2711 on March 15, 2021; and

WHEREAS, City passed Ordinance No. 2794 on June 20, 2022; and

**WHEREAS**, City desires to repeal both Ordinance No. 2711 and Ordinance No. 2794 ("TIF Financial Process Ordinances") because they may hinder the use of Tax Increment Financing ("TIF") within the City; and

**WHEREAS**, City has determined that the TIF Financial Process Ordinances contained terms and conditions that were not specifically germane to economic development and eradication of blight; and

**WHEREAS**, City has determined that the TIF Financial Process Ordinances need to be repealed for purposes of making the TIF 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 repealing the TIF Financial Process Ordinances will reduce red-tape and bureaucratic interference; and

**WHEREAS**, City has determined the TIF Act shall be what guides TIF incentive agreements, City Staff shall work with potential developers on proposals to be presented to the City Council, and the City Council shall have the final say on what TIF incentive agreements are ratified through a majority vote of the corporate authorities; and

**WHEREAS,** City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to repeal the TIF Financial Process Ordinances; 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 repeal the TIF Financial Process Ordinances.

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. The TIF Financial Process Ordinances are repealed.
Section 3. That this Ordinance shall be known as Ordinance No: and shall be effective upon adoption with implementation date of April 7, 2025.
PASSED and APPROVED this 7 <sup>th</sup> day of April, 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.

AN ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENTS WITH BETHALTO, HARTFORD, EAST ALTON, ROXANA, SOUTH ROXANA, AND SOUTH ROXANA FIRE PROTECTION DISTRICT REGARDING DISPATCH SERVICES PROVIDED BY WOOD RIVER POLICE DEPARTMENT

**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,** Article II The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to enter into intergovernmental agreements and agree or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS,** in 2015, Illinois passed the Emergency Telephone System Act ("Act") which, in an effort to modernize emergency response systems, mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

**WHEREAS,** Madison County previously implemented a 911 Consolidation Plan in compliance with the Act that included eight PSAPs, including the Wood River Police Department; and

**WHEREAS,** in compliance with the Act and the County's Consolidation Plan, City previously entered into intergovernmental agreements with Bethalto, East Alton, Hartford, Roxana, South Roxana, and South Roxana Fire Protection District ("Prior Dispatch Contracts") to provide those municipalities with police and fire dispatching (both 911 and non-emergency) and other customer service support; and

**WHEREAS**, the terms of the Prior Dispatch Contracts are set to expire on April 30, 2025; and

**WHEREAS,** each of the aforementioned municipalities desire for City to continue to provide dispatch services in a manner consistent with the Prior Dispatch Contracts and have each proposed a new Intergovernmental Agreement with City for said services, attached hereto as follows:

- 1. Intergovernmental Agreement with Bethalto **Exhibit A**
- 2. Intergovernmental Agreement with East Alton Exhibit B
- 3. Intergovernmental Agreement with Hartford Exhibit C
- 4. Intergovernmental Agreement with Roxana Exhibit D
- 5. Intergovernmental Agreement with South Roxana Exhibit E
- 6. Intergovernmental Agreement with South Roxana Fire Protection District **Exhibit F**:

**WHEREAS**, under the terms of the Dispatch Agreements, each of the aforementioned municipalities will pay City a set amount each year during the term of the contract for the cost of labor and resources associated with City providing dispatch services for that municipality, based on anticipated call volume for that municipality over the next five years, calculated according to a formula based on call volume data collected from prior years (*See* **Exhibits A-F**); and

**WHEREAS**, the terms of the Dispatch Agreements run from May 1, 2025 through April 30, 2029 (*See* Exhibits A-F); and

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the Dispatch Agreements (*See Exhibits A-F*); and

**WHEREAS**, City has determined the City Manager and/or Mayor shall be authorized and directed to execute any documents necessary to formalize these Dispatch Agreements with Bethalto (**Exhibit A**), East Alton (**Exhibit B**), Hartford (**Exhibit C**), Roxana (**Exhibit D**), South Roxana (**Exhibit E**), and South Roxana Fire Protection District (**Exhibit F**) for dispatch services as stated herein beginning on May 1, 2025.

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

- Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.
- Section 2. The Dispatch Agreements with Bethalto (**Exhibit A**), East Alton (**Exhibit B**), Hartford (**Exhibit C**), Roxana (**Exhibit D**), South Roxana (**Exhibit E**), and South Roxana Fire Protection District (**Exhibit F**) for dispatch services as stated herein are approved.
- Section 3. The City Manager and/or Mayor is authorized and directed to execute the Dispatch Agreements (**Exhibit A-F**) on behalf of the City.
- Section 4. That this Ordinance shall be known as Ordinance No. \_\_\_\_\_and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 7<sup>th</sup> day of April, 2025.

MAYOR OF THE CITY OF WOOD RIVER, II

ATTEST:
CLERK OF THE CITY OF WOOD RIVER, IL
Upon a roll call vote, the following was recorded:
AYES:
NAYS:

## INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICE

This Intergovernmental Agreement (the "Agreement") is made this of	day of
, (the "Execution Date"), by and between the City of Wood	River,
Illinois (herein referred to as "Wood River") and the Village of Bethalto, Illinois	(herein
referred to as "Bethalto" or "Member Agency").	

## WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitution provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised, or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Wood River and Member Agency are Illinois units of government; and

WHEREAS, in 2015, Illinois passed the Emergency Telephone System Act ("Act"), making significant changes to the previous Emergency Telephone System Act of 2013 and repealing the Wireless Emergency Telephone Safety Act; and

WHEREAS, under the Act, and in an effort to modernize emergency response systems, the Illinois General Assembly mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

WHEREAS, Madison County previously implemented a 911 consolidation plan in compliance with the Act; and

WHEREAS, in compliance with the Act and the County's consolidation plan, Wood River currently provides police and fire dispatching and other customer service support for Member Agency's department pursuant to the Intergovernmental Agreement for Police, Fire, and EMS Dispatch Services, Both 911 and Non-Emergency entered between

the parties entered into between Wood River and Bethalto on April 20, 2022 ("Prior Agreement"); and

WHEREAS, Wood River and Member Agency have determined that it would be in their best interest for Wood River to continue to provide police and fire dispatch services for Member Agency through a single dispatch center (the "Center"), to create financial and operational efficiencies and work in a collaborative effort.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between Wood River and Bethalto as follows:

- **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth here.
- **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
- Wood River Dispatching Services. Wood River, through the Wood River
  Police Department currently located at 550 East Madison Avenue, Wood River,
  Illinois 62095, shall perform the following services in order to provide police and
  fire dispatch services on a 24-hour basis seven (7) days a week and certain nonemergency customer services for Wood River and Member Agency as set forth
  below:
  - Accept and answer all Wood River and Member Agency's 9-1-1 calls in order to dispatch police and fire units;
  - Accept and answer all Wood River and Member Agency's Administrative (seven digit) and lobby phone calls, and appropriately dispatch police, public works, Julie calls, public utilities, EMS, fire, and other supportive services as necessary;
  - Provide standard and appropriate responsive dispatching to police, animal control, and fire units involved in any and all calls for service or emergency services whether self-initiated or generated through calls to dispatch;
  - Monitor traffic on police and fire radio frequencies;
  - Maintain access to all recordings of all such communications;

- Relay information received by such means to personnel of the appropriate Member Agency by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- Monitor communications from and between Member Agency's respective on-duty personnel and relay messages as necessary;
- Accurately input and update calls for service information into the CAD system;
- Maintain access to all business key holder information and caution alerts, medical alerts, etc. Member Agency shall be responsible for providing Wood River with all the aforementioned information and shall be responsible for providing any and all updated information regarding the same to the Center.
- Activate and test on a monthly basis the hazardous weather notification system. However, either Member Agency or Wood River can cause an activation of the system in an emergency. Member Agency shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS Audits or other documents when requested either by Member Agency, subpoena a or Freedom of Information Act (hereinafter "FOIA") request, provided that all requests and required forms are promptly submitted to the Wood River Police Department and such disclosure is allowed by law;
- Operate the Law Enforcement Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Wood River LEADS Agency Coordinator shall be responsible for all validations and available to assist Member Agencies with LEADS audits, and Member Agency shall use their best efforts to cooperate with Wood River.
- Comply with all State and Federal laws, rules, regulations, certifications, and accreditation standards. Wood River shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NENA, ETSB and other relevant emergency services communications guidelines).

- Allow Member Agency equal administrative access to information contained in the LAWMAN Master CAD system pertaining to its community.
- Disseminate an annual/monthly report to Member Agency with key performance information, including but not limited to call volume and number of calls for service.
- **Equipment.** Wood River shall be responsible for acquiring all equipment necessary to provide the dispatching services. Wood River shall own and operate all such equipment. Wood River shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back up equipment in the event of failure. All future upgrades to the dispatching equipment, software, or any equipment used to provide communication, would necessitate funding be provided by Member Agency, in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of Member Agency and Wood River.

If Member Agency shall have the need to implement, or upgrade, dispatching equipment, software, or any equipment used to receive communication it shall be at the expense of Member Agency. The cost of service agreements and/or warranties will be at the expense of Member Agency. A copy of service agreements and/or warranties shall be provided to Wood River to assist with service calls for Member Agency.

• **Technology Security Assessment.** With the sensitive, critical, and confidential information that is stored on the consolidated servers that is housed at the Wood River Police Department, and with the influx of cyber threats, hacking and phishing, the following terms are agreed to by both parties.

Member Agency shall once a year (in January) complete the attached Technology Security Assessment Documentation and submit it to the Wood River Consolidated Communication Center Supervisor for review.

Failure to comply at a satisfactory level and in compliance with the above policy and timeline, Member Agency will be notified by Wood River via writing of corrections that need to be made, and a thirty (30) day remedial period will begin immediately. It is the expectation that corrections will be made within the thirty (30) day remedial period. Upon making corrections, Member Agency shall submit a new Technology Security Assessment Document for further review. If Member Agency fails to correct non-compliant items within the thirty (30) day remedial period, access to the consolidated server will be deactivated until the

changes are made. If a deactivation takes place, Wood River will still agree to answer Member Agency's administrative phones, 9-1-1 calls, radios and enter data into Lawman. However, Member Agency will not have access to the data in Lawman until full compliance is met.

• Personnel. Wood River shall retain exclusive authority over the police and fire dispatch services provided under this Agreement, including personnel. Wood River shall be solely responsible for employment and training of Telecommunicators. Wood River shall have sole discretion in determining the number of Telecommunicators to be employed at any given time in order to properly provide dispatching services. However, Member Agency may provide input into the staffing determination and requests for alterations, if any, will not be unreasonably ignored or denied. Notwithstanding the above, it is further understood that as-long as the current Member Agencies (Roxana, South Roxana, Hartford, East Alton, and Bethalto) are being dispatched by Wood River that there will be minimum staffing of two (2) Telecommunicators on-duty at any given time. All Telecommunicators shall be employees of the City of Wood River.

It is understood that Wood River may hire additional Telecommunicators as a result of this Agreement. The final employment decision shall be made solely by Wood River.

While this Agreement remains in effect, Wood River shall maintain adequate number of dispatch personnel required by the Bargaining Agreement with the United Steel Workers. Wood River Telecommunicators shall utilize Wood River's normal standards, procedures, and information for the performance of their duties as Telecommunicators.

Dispatch procedures, policies, directives, and priorities shall follow the existing Wood River Policy and Procedure, in addition to the Rules and Regulations.

- Advisory Committee. An advisory committee is hereby established for the Wood River Consolidated Dispatch Center. It is the intent of this committee to facilitate open and direct communications between the communities and to enhance the overall effectiveness and efficiencies of the Wood River Consolidated Dispatch Center. This committee shall be composed of the following officials:
  - 1.) Fire Chief or Officer in Charge of any fire department contributing service fees to the Wood River Consolidated Dispatch Center.
  - 2.) Police Chief or Officer in Charge of any police department contributing service fees to the Wood River Consolidated Dispatch Center.

- 3.) The City of Wood River Fire Chief or Officer in Charge.
- 4.) The City of Wood River Police Chief or Officer in Charge.
- 5.) The Wood River Consolidated Dispatch Center Supervisor.

The committee shall meet annually but may hold additional meetings as needed.

Complaint Resolution. Member Agency's police and/or fire supervisor shall contact the on-duty Wood River Communications Supervisor at the Center to discuss an immediate issue or make a request concerning a Telecommunicator or dispatch situation. If the Wood River Communications Supervisor is not on-duty and there is an emergency/exigent need, Member Agency's police and/or fire supervisor shall direct his/her request to the on-duty Wood River Police Shift Commander. The Wood River Police Shift Commander may authorize contacting the off-duty Wood River Communications Supervisor, if necessary.

If there is a citizen, police officer, firefighter, or other department complaint on a Telecommunicator's performance responding to a police/fire call for Member Agency, the complaint will be directed to Member Agency Police/Fire Chief or his/her designee for review. Upon review and consideration, the complaint may be forwarded to the Wood River Communications Supervisor for further review and possible action. The complaint and Member Agency Chief's review will be forwarded to the Wood River Communications Supervisor in writing, if possible.

The final disposition of any complaint received and reviewed by the Wood River Communications Supervisor will be forwarded to the Wood River Police Chief and Member Agency's Police/Fire Chief. It is expected that the majority of interaction and communications between Member Agency and Wood River will begin at the supervisor level and then proceed up the chain of command.

• **Service Fees.** Member Agency agrees to pay Service Fees to Wood River for the Dispatching Services provided by Wood River as described herein.

Allocation of Dispatching Costs. Wood River has calculated the Service Fees of Member Agency based on the following formula to ensure a fair and consistent allocation of cost based on the number of Telecommunicators required to provide dispatching services for Member Agency and is consistent with the annual raise percentage outlined in the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union:

1. Total Personnel Costs: The Total Personnel Costs for Wood River for dispatching services shall be determined as outlined in Wood River's

- annual budget and the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union.
- 2. Adjusted Total Personnel Cost: Pursuant to prior Intergovernmental Agreements, the Madison County Emergency Telephone System Board (ETSB) has agreed to reimburse the 9-1-1 centers in Madison County (including Wood River) for the handling of 9-1-1 Calls annually based on the number of 911 calls each call center receives. Therefore, as long as this Intergovernmental Agreement with the ETSB is active, Wood River agrees to allocate 75% of the aggregate projected 911 revenue it receives for calls originating from the Member Agencies' jurisdictions as a credit toward the Total Personnel Costs in order to calculate the Adjusted Total Personnel Cost.
- 3. Average Dispatcher Cost: The Average Dispatcher Cost shall be determined by dividing the Adjusted Total Personnel Cost by the Number of Telecommunicators employed for that Member Agency's jurisdiction.
- 4. Number of Telecommunicators: The number of Telecommunicators required to adequately service Member Agency's jurisdiction is based on the following distribution, as determined by the average number of 911 service calls to each municipality contributing service fees to the Wood River Consolidated Dispatch Center:
  - East Alton and Bethalto require two (2) Telecommunicators.
  - Hartford, Roxana, and South Roxana each require one-half
     (1/2) of one (1) Telecommunicator.
- 5. Service Fee Amount Calculation: The Service Fee amount shall be equal to the Average Dispatcher Cost multiplied by the Number of Telecommunicators employed for that Member Agency.

<u>Annual Service Fee Amount</u>. Bethalto shall pay an annual Service Fee to Wood River based upon the following schedule:

<u>Year</u>	<u>% raise</u>	Annual Amount	<u>Term</u>
Year 1	3.5%	\$242,665.08	(Starting 05/01/2025)
Year 2	3.0%	\$249.945.00	(Starting 05/01/2026)
Year 3	4.0%	\$259,942.80	(Starting 05/01/2027)
Year 4	3.0%	\$267,741.00	(Starting 05/01/2028)
Year 5	3.0%	\$275,773.32	(Starting 05/01/2029)

<u>Monthly Payments of Service Fees</u>. Service Fees shall be paid by Member Agency to Wood River in equal monthly installments and are due on the first day of the month for which Emergency Communications Services are to be provided.

- **Agreement Term.** The term of this Agreement shall be for a period ending April 30, 2029. The Agreement will begin on the date on which Member Agency and Wood River sign this Agreement.
- **Renewal Negotiation.** Negotiations for a renewal of this Agreement shall begin in the summer of 2028. The negotiated terms may be made a part of the original agreement with agreements as to terms.
- **Insurance.** Wood River and Member Agency agree to adhere to this Agreement and shall maintain sufficient liability insurance policies to protect their respective interests. Each party shall file a proof of their respective liability insurance policies with each of the other parties, by way of certificates of insurance, with sufficient information so as to establish that each party is maintaining a minimum \$2 million of public liability insurance coverage per occurrence, and not less than \$10 million general aggregate coverage throughout the term of this Agreement. The certificate shall be submitted annually upon renewal of coverage.
- **Termination.** Either party may terminate this Agreement by providing at least a three hundred and sixty-five (365) day written notice to the opposite party. Additionally, Wood River may terminate the membership of Member Agency upon Member Agency's failure to make the required payments pursuant to the Service Fees section of this Agreement, within sixty (60) days after written notice to Member Agency of the overdue amount. Termination due to Member Agency's failure to pay does not relieve Member Agency of its obligation to pay Service Fees to Wood River for all days in which Emergency Communications Services were provided. Member Agency shall be liable to Wood River for all litigation costs, including, but not limited to, attorney fees and court costs, for which Wood River expends in enforcing the Service Fees provision of this Agreement.
- **Governing Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.
- **Indemnification.** Member Agency covenants and agrees to defend, indemnify, and hold Wood River harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Member Agency's employees, staff, or representatives. Wood River covenants and agrees to defend, indemnify, and hold Member Agency harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Wood River employees, staff, or representatives.

In consideration of mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself to the terms of this Agreement.

WHEREAS, the parties readily acknowledge that they have full authority to enter into this Agreement.

THEREFORE, the City of Wood River and the Village of Bethalto certify that the above and foregoing is the entire and complete agreement by and between both parties.

IN WITNESS THEREOF, executed this a	greement this		day of		2025.
AGREED TO AND SIGNED, by the Villag, 2025.	ge of Bethalto,	Illinois,	this	day of	
-		Mayor,	, Village of	Bethalto,	Illinois
AGREED TO AND SIGNED, by the City o	of Wood River,	Illinois,	this	$_{ extstyle }$ day of	
		Mayor	City of Wo	ood River	Illinois

## INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICE

This Intergovernmental Agreement (the "Agreement") is made this	_ day of
, (the "Execution Date"), by and between the City of Woo	d River,
Illinois (herein referred to as "Wood River") and the Village of East Alton, Illir	nois (herein
referred to as "East Alton" or "Member Agency").	

## **WITNESSETH:**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitution provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised, or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Wood River and Member Agency are Illinois units of government; and

WHEREAS, in 2015, Illinois passed the Emergency Telephone System Act ("Act"), making significant changes to the previous Emergency Telephone System Act of 2013 and repealing the Wireless Emergency Telephone Safety Act; and

WHEREAS, under the Act, and in an effort to modernize emergency response systems, the Illinois General Assembly mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

WHEREAS, Madison County previously implemented a 911 consolidation plan in compliance with the Act; and

WHEREAS, in compliance with the Act and the County's consolidation plan, Wood River currently provides police and fire dispatching and other customer service support for Member Agency's department pursuant to the Intergovernmental Agreement for Police, Fire, and EMS Dispatch Services, Both 911 and Non-Emergency entered between

the parties entered into between Wood River and East Alton on April 20, 2022 ("Prior Agreement"); and

WHEREAS, Wood River and Member Agency have determined that it would be in their best interest for Wood River to continue to provide police and fire dispatch services for Member Agency through a single dispatch center (the "Center"), to create financial and operational efficiencies and work in a collaborative effort.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between Wood River and East Alton as follows:

- **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth here.
- **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
- Wood River Dispatching Services. Wood River, through the Wood River
  Police Department currently located at 550 East Madison Avenue, Wood River,
  Illinois 62095, shall perform the following services in order to provide police and
  fire dispatch services on a 24-hour basis seven (7) days a week and certain nonemergency customer services for Wood River and Member Agency as set forth
  below:
  - Accept and answer all Wood River and Member Agency's 9-1-1 calls in order to dispatch police and fire units;
  - Accept and answer all Wood River and Member Agency's Administrative (seven digit) and lobby phone calls, and appropriately dispatch police, public works, Julie calls, public utilities, EMS, fire, and other supportive services as necessary;
  - Provide standard and appropriate responsive dispatching to police, animal control, and fire units involved in any and all calls for service or emergency services whether self-initiated or generated through calls to dispatch;
  - Monitor traffic on police and fire radio frequencies;
  - Maintain access to all recordings of all such communications;

- Relay information received by such means to personnel of the appropriate Member Agency by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- Monitor communications from and between Member Agency's respective on-duty personnel and relay messages as necessary;
- Accurately input and update calls for service information into the CAD system;
- Maintain access to all business key holder information and caution alerts, medical alerts, etc. Member Agency shall be responsible for providing Wood River with all the aforementioned information and shall be responsible for providing any and all updated information regarding the same to the Center.
- Activate and test on a monthly basis the hazardous weather notification system. However, either Member Agency or Wood River can cause an activation of the system in an emergency. Member Agency shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS Audits or other documents when requested either by Member Agency, subpoena a or Freedom of Information Act (hereinafter "FOIA") request, provided that all requests and required forms are promptly submitted to the Wood River Police Department and such disclosure is allowed by law;
- Operate the Law Enforcement Data System (hereinafter "LEADS")
   including but not limited to entering all names, dates of birth, licenses,
   criminal histories, warrants, missing persons and lost or stolen property or
   mutually agreed upon entries. The Wood River LEADS Agency
   Coordinator shall be responsible for all validations and available to assist
   Member Agencies with LEADS audits, and Member Agency shall use their
   best efforts to cooperate with Wood River.
- Comply with all State and Federal laws, rules, regulations, certifications, and accreditation standards. Wood River shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NENA, ETSB and other relevant emergency services communications guidelines).

- Allow Member Agency equal administrative access to information contained in the LAWMAN Master CAD system pertaining to its community.
- Disseminate an annual/monthly report to Member Agency with key performance information, including but not limited to call volume and number of calls for service.
- **Equipment.** Wood River shall be responsible for acquiring all equipment necessary to provide the dispatching services. Wood River shall own and operate all such equipment. Wood River shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back up equipment in the event of failure. All future upgrades to the dispatching equipment, software, or any equipment used to provide communication, would necessitate funding be provided by Member Agency, in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of Member Agency and Wood River.

If Member Agency shall have the need to implement, or upgrade, dispatching equipment, software, or any equipment used to receive communication it shall be at the expense of Member Agency. The cost of service agreements and/or warranties will be at the expense of Member Agency. A copy of service agreements and/or warranties shall be provided to Wood River to assist with service calls for Member Agency.

• **Technology Security Assessment.** With the sensitive, critical, and confidential information that is stored on the consolidated servers that is housed at the Wood River Police Department, and with the influx of cyber threats, hacking and phishing, the following terms are agreed to by both parties.

Member Agency shall once a year (in January) complete the attached Technology Security Assessment Documentation and submit it to the Wood River Consolidated Communication Center Supervisor for review.

Failure to comply at a satisfactory level and in compliance with the above policy and timeline, Member Agency will be notified by Wood River via writing of corrections that need to be made, and a thirty (30) day remedial period will begin immediately. It is the expectation that corrections will be made within the thirty (30) day remedial period. Upon making corrections, Member Agency shall submit a new Technology Security Assessment Document for further review. If Member Agency fails to correct non-compliant items within the thirty (30) day remedial period, access to the consolidated server will be deactivated until the

changes are made. If a deactivation takes place, Wood River will still agree to answer Member Agency's administrative phones, 9-1-1 calls, radios and enter data into Lawman. However, Member Agency will not have access to the data in Lawman until full compliance is met.

• Personnel. Wood River shall retain exclusive authority over the police and fire dispatch services provided under this Agreement, including personnel. Wood River shall be solely responsible for employment and training of Telecommunicators. Wood River shall have sole discretion in determining the number of Telecommunicators to be employed at any given time in order to properly provide dispatching services. However, Member Agency may provide input into the staffing determination and requests for alterations, if any, will not be unreasonably ignored or denied. Notwithstanding the above, it is further understood that as-long as the current Member Agencies (Roxana, South Roxana, Hartford, East Alton, and East Alton) are being dispatched by Wood River that there will be minimum staffing of two (2) Telecommunicators on-duty at any given time. All Telecommunicators shall be employees of the City of Wood River.

It is understood that Wood River may hire additional Telecommunicators as a result of this Agreement. The final employment decision shall be made solely by Wood River.

While this Agreement remains in effect, Wood River shall maintain adequate number of dispatch personnel required by the Bargaining Agreement with the United Steel Workers. Wood River Telecommunicators shall utilize Wood River's normal standards, procedures, and information for the performance of their duties as Telecommunicators.

Dispatch procedures, policies, directives, and priorities shall follow the existing Wood River Policy and Procedure, in addition to the Rules and Regulations.

- Advisory Committee. An advisory committee is hereby established for the Wood River Consolidated Dispatch Center. It is the intent of this committee to facilitate open and direct communications between the communities and to enhance the overall effectiveness and efficiencies of the Wood River Consolidated Dispatch Center. This committee shall be composed of the following officials:
  - 1.) Fire Chief or Officer in Charge of any fire department contributing service fees to the Wood River Consolidated Dispatch Center.
  - 2.) Police Chief or Officer in Charge of any police department contributing service fees to the Wood River Consolidated Dispatch Center.

- 3.) The City of Wood River Fire Chief or Officer in Charge.
- 4.) The City of Wood River Police Chief or Officer in Charge.
- 5.) The Wood River Consolidated Dispatch Center Supervisor.

The committee shall meet annually but may hold additional meetings as needed.

Complaint Resolution. Member Agency's police and/or fire supervisor shall contact the on-duty Wood River Communications Supervisor at the Center to discuss an immediate issue or make a request concerning a Telecommunicator or dispatch situation. If the Wood River Communications Supervisor is not on-duty and there is an emergency/exigent need, Member Agency's police and/or fire supervisor shall direct his/her request to the on-duty Wood River Police Shift Commander. The Wood River Police Shift Commander may authorize contacting the off-duty Wood River Communications Supervisor, if necessary.

If there is a citizen, police officer, firefighter, or other department complaint on a Telecommunicator's performance responding to a police/fire call for Member Agency, the complaint will be directed to Member Agency Police/Fire Chief or his/her designee for review. Upon review and consideration, the complaint may be forwarded to the Wood River Communications Supervisor for further review and possible action. The complaint and Member Agency Chief's review will be forwarded to the Wood River Communications Supervisor in writing, if possible.

The final disposition of any complaint received and reviewed by the Wood River Communications Supervisor will be forwarded to the Wood River Police Chief and Member Agency's Police/Fire Chief. It is expected that the majority of interaction and communications between Member Agency and Wood River will begin at the supervisor level and then proceed up the chain of command.

• **Service Fees.** Member Agency agrees to pay Service Fees to Wood River for the Dispatching Services provided by Wood River as described herein.

Allocation of Dispatching Costs. Wood River has calculated the Service Fees of Member Agency based on the following formula to ensure a fair and consistent allocation of cost based on the number of Telecommunicators required to provide dispatching services for Member Agency and is consistent with the annual raise percentage outlined in the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union:

1. Total Personnel Costs: The Total Personnel Costs for Wood River for dispatching services shall be determined as outlined in Wood River's

- annual budget and the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union.
- 2. Adjusted Total Personnel Cost: Pursuant to prior Intergovernmental Agreements, the Madison County Emergency Telephone System Board (ETSB) has agreed to reimburse the 9-1-1 centers in Madison County (including Wood River) for the handling of 9-1-1 Calls annually based on the number of 911 calls each call center receives. Therefore, as long as this Intergovernmental Agreement with the ETSB is active, Wood River agrees to allocate 75% of the aggregate projected 911 revenue it receives for calls originating from the Member Agencies' jurisdictions as a credit toward the Total Personnel Costs in order to calculate the Adjusted Total Personnel Cost.
- 3. Average Dispatcher Cost: The Average Dispatcher Cost shall be determined by dividing the Adjusted Total Personnel Cost by the Number of Telecommunicators employed for that Member Agency's jurisdiction.
- 4. Number of Telecommunicators: The number of Telecommunicators required to adequately service Member Agency's jurisdiction is based on the following distribution, as determined by the average number of 911 service calls to each municipality contributing service fees to the Wood River Consolidated Dispatch Center:
  - East Alton and East Alton require two (2) Telecommunicators.
  - Hartford, Roxana, and South Roxana each require one-half
     (1/2) of one (1) Telecommunicator.
- 5. Service Fee Amount Calculation: The Service Fee amount shall be equal to the Average Dispatcher Cost multiplied by the Number of Telecommunicators employed for that Member Agency.

<u>Annual Service Fee Amount</u>. East Alton shall pay an annual Service Fee to Wood River based upon the following schedule:

<u>Year</u>	% raise	Annual Amount	<u>Term</u>
Year 1	3.5%	\$242,665.08	(Starting 05/01/2025)
Year 2	3.0%	\$249.945.00	(Starting 05/01/2026)
Year 3	4.0%	\$259,942.80	(Starting 05/01/2027)
Year 4	3.0%	\$267,741.00	(Starting 05/01/2028)
Year 5	3.0%	\$275,773.32	(Starting 05/01/2029)

<u>Monthly Payments of Service Fees</u>. Service Fees shall be paid by Member Agency to Wood River in equal monthly installments and are due on the first day of the month for which Emergency Communications Services are to be provided.

- **Agreement Term.** The term of this Agreement shall be for a period ending April 30, 2029. The Agreement will begin on the date on which Member Agency and Wood River sign this Agreement.
- **Renewal Negotiation.** Negotiations for a renewal of this Agreement shall begin in the summer of 2028. The negotiated terms may be made a part of the original agreement with agreements as to terms.
- **Insurance.** Wood River and Member Agency agree to adhere to this Agreement and shall maintain sufficient liability insurance policies to protect their respective interests. Each party shall file a proof of their respective liability insurance policies with each of the other parties, by way of certificates of insurance, with sufficient information so as to establish that each party is maintaining a minimum \$2 million of public liability insurance coverage per occurrence, and not less than \$10 million general aggregate coverage throughout the term of this Agreement. The certificate shall be submitted annually upon renewal of coverage.
- **Termination.** Either party may terminate this Agreement by providing at least a three hundred and sixty-five (365) day written notice to the opposite party. Additionally, Wood River may terminate the membership of Member Agency upon Member Agency's failure to make the required payments pursuant to the Service Fees section of this Agreement, within sixty (60) days after written notice to Member Agency of the overdue amount. Termination due to Member Agency's failure to pay does not relieve Member Agency of its obligation to pay Service Fees to Wood River for all days in which Emergency Communications Services were provided. Member Agency shall be liable to Wood River for all litigation costs, including, but not limited to, attorney fees and court costs, for which Wood River expends in enforcing the Service Fees provision of this Agreement.
- **Governing Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.
- Indemnification. Member Agency covenants and agrees to defend, indemnify, and hold Wood River harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Member Agency's employees, staff, or representatives. Wood River covenants and agrees to defend, indemnify, and hold Member Agency harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Wood River employees, staff, or representatives.

In consideration of mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself to the terms of this Agreement.

WHEREAS, the parties readily acknowledge that they have full authority to enter into this Agreement.

THEREFORE, the City of Wood River and the Village of East Alton certify that the above and foregoing is the entire and complete agreement by and between both parties.

IN WITNESS THEREOF, executed this a	greement this day of	, 2025.
AGREED TO AND SIGNED, by the Villag, 2025.	e of East Alton, Illinois, this	day of
-	Mayor, Village	of East Alton, Illinois
AGREED TO AND SIGNED, by the City o	of Wood River, Illinois, this $\_$	day of
	Mayor City o	f Wood River Illinois

# INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICE

This Intergovernmental Agreement (the "Agreement") is made this	day of
, (the "Execution Date"), by and between the City of Wood	d River,
Illinois (herein referred to as "Wood River") and the Village of Hartford, Illinois	is (herein
referred to as "Hartford" or "Member Agency").	

### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitution provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised, or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Wood River and Member Agency are Illinois units of government; and

WHEREAS, in 2015, Illinois passed the Emergency Telephone System Act ("Act"), making significant changes to the previous Emergency Telephone System Act of 2013 and repealing the Wireless Emergency Telephone Safety Act; and

WHEREAS, under the Act, and in an effort to modernize emergency response systems, the Illinois General Assembly mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

WHEREAS, Madison County previously implemented a 911 consolidation plan in compliance with the Act; and

WHEREAS, in compliance with the Act and the County's consolidation plan, Wood River currently provides police and fire dispatching and other customer service support for Member Agency's department pursuant to the Intergovernmental Agreement for Police, Fire, and EMS Dispatch Services, Both 911 and Non-Emergency entered between

the parties entered into between Wood River and Hartford on April 20, 2022 ("Prior Agreement"); and

WHEREAS, Wood River and Member Agency have determined that it would be in their best interest for Wood River to continue to provide police and fire dispatch services for Member Agency through a single dispatch center (the "Center"), to create financial and operational efficiencies and work in a collaborative effort.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between Wood River and Hartford as follows:

- **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth here.
- **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
- Wood River Dispatching Services. Wood River, through the Wood River
  Police Department currently located at 550 East Madison Avenue, Wood River,
  Illinois 62095, shall perform the following services in order to provide police and
  fire dispatch services on a 24-hour basis seven (7) days a week and certain nonemergency customer services for Wood River and Member Agency as set forth
  below:
  - Accept and answer all Wood River and Member Agency's 9-1-1 calls in order to dispatch police and fire units;
  - Accept and answer all Wood River and Member Agency's Administrative (seven digit) and lobby phone calls, and appropriately dispatch police, public works, Julie calls, public utilities, EMS, fire, and other supportive services as necessary;
  - Provide standard and appropriate responsive dispatching to police, animal control, and fire units involved in any and all calls for service or emergency services whether self-initiated or generated through calls to dispatch;
  - Monitor traffic on police and fire radio frequencies;
  - Maintain access to all recordings of all such communications;

- Relay information received by such means to personnel of the appropriate Member Agency by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- Monitor communications from and between Member Agency's respective on-duty personnel and relay messages as necessary;
- Accurately input and update calls for service information into the CAD system;
- Maintain access to all business key holder information and caution alerts, medical alerts, etc. Member Agency shall be responsible for providing Wood River with all the aforementioned information and shall be responsible for providing any and all updated information regarding the same to the Center.
- Activate and test on a monthly basis the hazardous weather notification system. However, either Member Agency or Wood River can cause an activation of the system in an emergency. Member Agency shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS Audits or other documents when requested either by Member Agency, subpoena a or Freedom of Information Act (hereinafter "FOIA") request, provided that all requests and required forms are promptly submitted to the Wood River Police Department and such disclosure is allowed by law;
- Operate the Law Enforcement Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Wood River LEADS Agency Coordinator shall be responsible for all validations and available to assist Member Agencies with LEADS audits, and Member Agency shall use their best efforts to cooperate with Wood River.
- Comply with all State and Federal laws, rules, regulations, certifications, and accreditation standards. Wood River shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NENA, ETSB and other relevant emergency services communications guidelines).

- Allow Member Agency equal administrative access to information contained in the LAWMAN Master CAD system pertaining to its community.
- Disseminate an annual/monthly report to Member Agency with key performance information, including but not limited to call volume and number of calls for service.
- **Equipment.** Wood River shall be responsible for acquiring all equipment necessary to provide the dispatching services. Wood River shall own and operate all such equipment. Wood River shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back up equipment in the event of failure. All future upgrades to the dispatching equipment, software, or any equipment used to provide communication, would necessitate funding be provided by Member Agency, in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of Member Agency and Wood River.

If Member Agency shall have the need to implement, or upgrade, dispatching equipment, software, or any equipment used to receive communication it shall be at the expense of Member Agency. The cost of service agreements and/or warranties will be at the expense of Member Agency. A copy of service agreements and/or warranties shall be provided to Wood River to assist with service calls for Member Agency.

• **Technology Security Assessment.** With the sensitive, critical, and confidential information that is stored on the consolidated servers that is housed at the Wood River Police Department, and with the influx of cyber threats, hacking and phishing, the following terms are agreed to by both parties.

Member Agency shall once a year (in January) complete the attached Technology Security Assessment Documentation and submit it to the Wood River Consolidated Communication Center Supervisor for review.

Failure to comply at a satisfactory level and in compliance with the above policy and timeline, Member Agency will be notified by Wood River via writing of corrections that need to be made, and a thirty (30) day remedial period will begin immediately. It is the expectation that corrections will be made within the thirty (30) day remedial period. Upon making corrections, Member Agency shall submit a new Technology Security Assessment Document for further review. If Member Agency fails to correct non-compliant items within the thirty (30) day remedial period, access to the consolidated server will be deactivated until the

changes are made. If a deactivation takes place, Wood River will still agree to answer Member Agency's administrative phones, 9-1-1 calls, radios and enter data into Lawman. However, Member Agency will not have access to the data in Lawman until full compliance is met.

• Personnel. Wood River shall retain exclusive authority over the police and fire dispatch services provided under this Agreement, including personnel. Wood River shall be solely responsible for employment and training of Telecommunicators. Wood River shall have sole discretion in determining the number of Telecommunicators to be employed at any given time in order to properly provide dispatching services. However, Member Agency may provide input into the staffing determination and requests for alterations, if any, will not be unreasonably ignored or denied. Notwithstanding the above, it is further understood that as-long as the current Member Agencies (Roxana, South Roxana, Hartford, East Alton, and Bethalto) are being dispatched by Wood River that there will be minimum staffing of two (2) Telecommunicators on-duty at any given time. All Telecommunicators shall be employees of the City of Wood River.

It is understood that Wood River may hire additional Telecommunicators as a result of this Agreement. The final employment decision shall be made solely by Wood River.

While this Agreement remains in effect, Wood River shall maintain adequate number of dispatch personnel required by the Bargaining Agreement with the United Steel Workers. Wood River Telecommunicators shall utilize Wood River's normal standards, procedures, and information for the performance of their duties as Telecommunicators.

Dispatch procedures, policies, directives, and priorities shall follow the existing Wood River Policy and Procedure, in addition to the Rules and Regulations.

- Advisory Committee. An advisory committee is hereby established for the Wood River Consolidated Dispatch Center. It is the intent of this committee to facilitate open and direct communications between the communities and to enhance the overall effectiveness and efficiencies of the Wood River Consolidated Dispatch Center. This committee shall be composed of the following officials:
  - 1.) Fire Chief or Officer in Charge of any fire department contributing service fees to the Wood River Consolidated Dispatch Center.
  - 2.) Police Chief or Officer in Charge of any police department contributing service fees to the Wood River Consolidated Dispatch Center.

- 3.) The City of Wood River Fire Chief or Officer in Charge.
- 4.) The City of Wood River Police Chief or Officer in Charge.
- 5.) The Wood River Consolidated Dispatch Center Supervisor.

The committee shall meet annually but may hold additional meetings as needed.

• **Complaint Resolution.** Member Agency's police and/or fire supervisor shall contact the on-duty Wood River Communications Supervisor at the Center to discuss an immediate issue or make a request concerning a Telecommunicator or dispatch situation. If the Wood River Communications Supervisor is not on-duty and there is an emergency/exigent need, Member Agency's police and/or fire supervisor shall direct his/her request to the on-duty Wood River Police Shift Commander. The Wood River Police Shift Commander may authorize contacting the off-duty Wood River Communications Supervisor, if necessary.

If there is a citizen, police officer, firefighter, or other department complaint on a Telecommunicator's performance responding to a police/fire call for Member Agency, the complaint will be directed to Member Agency Police/Fire Chief or his/her designee for review. Upon review and consideration, the complaint may be forwarded to the Wood River Communications Supervisor for further review and possible action. The complaint and Member Agency Chief's review will be forwarded to the Wood River Communications Supervisor in writing, if possible.

The final disposition of any complaint received and reviewed by the Wood River Communications Supervisor will be forwarded to the Wood River Police Chief and Member Agency's Police/Fire Chief. It is expected that the majority of interaction and communications between Member Agency and Wood River will begin at the supervisor level and then proceed up the chain of command.

• **Service Fees.** Member Agency agrees to pay Service Fees to Wood River for the Dispatching Services provided by Wood River as described herein.

Allocation of Dispatching Costs. Wood River has calculated the Service Fees of Member Agency based on the following formula to ensure a fair and consistent allocation of cost based on the number of Telecommunicators required to provide dispatching services for Member Agency and is consistent with the annual raise percentage outlined in the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union:

1. Total Personnel Costs: The Total Personnel Costs for Wood River for dispatching services shall be determined as outlined in Wood River's

- annual budget and the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union.
- 2. Adjusted Total Personnel Cost: Pursuant to prior Intergovernmental Agreements, the Madison County Emergency Telephone System Board (ETSB) has agreed to reimburse the 9-1-1 centers in Madison County (including Wood River) for the handling of 9-1-1 Calls annually based on the number of 911 calls each call center receives. Therefore, as long as this Intergovernmental Agreement with the ETSB is active, Wood River agrees to allocate 75% of the aggregate projected 911 revenue it receives for calls originating from the Member Agencies' jurisdictions as a credit toward the Total Personnel Costs in order to calculate the Adjusted Total Personnel Cost.
- 3. Average Dispatcher Cost: The Average Dispatcher Cost shall be determined by dividing the Adjusted Total Personnel Cost by the Number of Telecommunicators employed for that Member Agency's jurisdiction.
- 4. Number of Telecommunicators: The number of Telecommunicators required to adequately service Member Agency's jurisdiction is based on the following distribution, as determined by the average number of 911 service calls to each municipality contributing service fees to the Wood River Consolidated Dispatch Center:
  - East Alton and Bethalto require two (2) Telecommunicators.
  - Hartford, Roxana, and South Roxana each require one-half
     (1/2) of one (1) Telecommunicator.
- 5. Service Fee Amount Calculation: The Service Fee amount shall be equal to the Average Dispatcher Cost multiplied by the Number of Telecommunicators employed for that Member Agency.

<u>Annual Service Fee Amount</u>. Hartford shall pay an annual Service Fee to Wood River based upon the following schedule:

<u>Year</u>	% raise	Annual Amount	<u>Term</u>
Year 1	3.5%	\$59,512.44	(Starting 05/01/2025)
Year 2	3.0%	\$61,297.80	(Starting 05/01/2026)
Year 3	4.0%	\$63,749.76	(Starting 05/01/2027)
Year 4	3.0%	\$65,662.32	(Starting 05/01/2028)
Year 5	3.0%	\$67,632.16	(Starting 05/01/2029)

<u>Monthly Payments of Service Fees</u>. Service Fees shall be paid by Member Agency to Wood River in equal monthly installments and are due on the first day of the month for which Emergency Communications Services are to be provided.

- **Agreement Term.** The term of this Agreement shall be for a period ending April 30, 2029. The Agreement will begin on the date on which Member Agency and Wood River sign this Agreement.
- **Renewal Negotiation.** Negotiations for a renewal of this Agreement shall begin in the summer of 2028. The negotiated terms may be made a part of the original agreement with agreements as to terms.
- **Insurance.** Wood River and Member Agency agree to adhere to this Agreement and shall maintain sufficient liability insurance policies to protect their respective interests. Each party shall file a proof of their respective liability insurance policies with each of the other parties, by way of certificates of insurance, with sufficient information so as to establish that each party is maintaining a minimum \$2 million of public liability insurance coverage per occurrence, and not less than \$10 million general aggregate coverage throughout the term of this Agreement. The certificate shall be submitted annually upon renewal of coverage.
- **Termination.** Either party may terminate this Agreement by providing at least a three hundred and sixty-five (365) day written notice to the opposite party. Additionally, Wood River may terminate the membership of Member Agency upon Member Agency's failure to make the required payments pursuant to the Service Fees section of this Agreement, within sixty (60) days after written notice to Member Agency of the overdue amount. Termination due to Member Agency's failure to pay does not relieve Member Agency of its obligation to pay Service Fees to Wood River for all days in which Emergency Communications Services were provided. Member Agency shall be liable to Wood River for all litigation costs, including, but not limited to, attorney fees and court costs, for which Wood River expends in enforcing the Service Fees provision of this Agreement.
- **Governing Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.
- Indemnification. Member Agency covenants and agrees to defend, indemnify, and hold Wood River harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Member Agency's employees, staff, or representatives. Wood River covenants and agrees to defend, indemnify, and hold Member Agency harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Wood River employees, staff, or representatives.

In consideration of mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself to the terms of this Agreement.

WHEREAS, the parties readily acknowledge that they have full authority to enter into this Agreement.

THEREFORE, the City of Wood River and the Village of Hartford certify that the above and foregoing is the entire and complete agreement by and between both parties.

IN WITNESS THEREOF, executed this ag	reement this	0	day of		2025.
AGREED TO AND SIGNED, by the Village, 2025.	of Hartford,	Illinois,	this	day of	
_		Mayor,	Village of	Hartford,	Illinois
AGREED TO AND SIGNED, by the City of, 2025.	Wood River,	Illinois,	this	$_{ m }$ day of	
		Mayor	City of Wo	od River	Illinois

# INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICE

This Intergovernmental Agreement (the "Agreement") is made this day	of
, (the "Execution Date"), by and between the City of Wood Riv	er,
Illinois (herein referred to as "Wood River") and the Village of Roxana, Illinois (he	rein
referred to as "Roxana" or "Member Agency").	

### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitution provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised, or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Wood River and Member Agency are Illinois units of government; and

WHEREAS, in 2015, Illinois passed the Emergency Telephone System Act ("Act"), making significant changes to the previous Emergency Telephone System Act of 2013 and repealing the Wireless Emergency Telephone Safety Act; and

WHEREAS, under the Act, and in an effort to modernize emergency response systems, the Illinois General Assembly mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

WHEREAS, Madison County previously implemented a 911 consolidation plan in compliance with the Act; and

WHEREAS, in compliance with the Act and the County's consolidation plan, Wood River currently provides police and fire dispatching and other customer service support for Member Agency's department pursuant to the Intergovernmental Agreement for Police, Fire, and EMS Dispatch Services, Both 911 and Non-Emergency entered between

the parties entered into between Wood River and Roxana on April 20, 2022 ("Prior Agreement"); and

WHEREAS, Wood River and Member Agency have determined that it would be in their best interest for Wood River to continue to provide police and fire dispatch services for Member Agency through a single dispatch center (the "Center"), to create financial and operational efficiencies and work in a collaborative effort.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between Wood River and Roxana as follows:

- **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth here.
- **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
- Wood River Dispatching Services. Wood River, through the Wood River
  Police Department currently located at 550 East Madison Avenue, Wood River,
  Illinois 62095, shall perform the following services in order to provide police and
  fire dispatch services on a 24-hour basis seven (7) days a week and certain nonemergency customer services for Wood River and Member Agency as set forth
  below:
  - Accept and answer all Wood River and Member Agency's 9-1-1 calls in order to dispatch police and fire units;
  - Accept and answer all Wood River and Member Agency's Administrative (seven digit) and lobby phone calls, and appropriately dispatch police, public works, Julie calls, public utilities, EMS, fire, and other supportive services as necessary;
  - Provide standard and appropriate responsive dispatching to police, animal control, and fire units involved in any and all calls for service or emergency services whether self-initiated or generated through calls to dispatch;
  - Monitor traffic on police and fire radio frequencies;
  - Maintain access to all recordings of all such communications;

- Relay information received by such means to personnel of the appropriate Member Agency by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- Monitor communications from and between Member Agency's respective on-duty personnel and relay messages as necessary;
- Accurately input and update calls for service information into the CAD system;
- Maintain access to all business key holder information and caution alerts, medical alerts, etc. Member Agency shall be responsible for providing Wood River with all the aforementioned information and shall be responsible for providing any and all updated information regarding the same to the Center.
- Activate and test on a monthly basis the hazardous weather notification system. However, either Member Agency or Wood River can cause an activation of the system in an emergency. Member Agency shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS Audits or other documents when requested either by Member Agency, subpoena a or Freedom of Information Act (hereinafter "FOIA") request, provided that all requests and required forms are promptly submitted to the Wood River Police Department and such disclosure is allowed by law;
- Operate the Law Enforcement Data System (hereinafter "LEADS")
   including but not limited to entering all names, dates of birth, licenses,
   criminal histories, warrants, missing persons and lost or stolen property or
   mutually agreed upon entries. The Wood River LEADS Agency
   Coordinator shall be responsible for all validations and available to assist
   Member Agencies with LEADS audits, and Member Agency shall use their
   best efforts to cooperate with Wood River.
- Comply with all State and Federal laws, rules, regulations, certifications, and accreditation standards. Wood River shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NENA, ETSB and other relevant emergency services communications guidelines).

- Allow Member Agency equal administrative access to information contained in the LAWMAN Master CAD system pertaining to its community.
- Disseminate an annual/monthly report to Member Agency with key performance information, including but not limited to call volume and number of calls for service.
- **Equipment.** Wood River shall be responsible for acquiring all equipment necessary to provide the dispatching services. Wood River shall own and operate all such equipment. Wood River shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back up equipment in the event of failure. All future upgrades to the dispatching equipment, software, or any equipment used to provide communication, would necessitate funding be provided by Member Agency, in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of Member Agency and Wood River.

If Member Agency shall have the need to implement, or upgrade, dispatching equipment, software, or any equipment used to receive communication it shall be at the expense of Member Agency. The cost of service agreements and/or warranties will be at the expense of Member Agency. A copy of service agreements and/or warranties shall be provided to Wood River to assist with service calls for Member Agency.

• **Technology Security Assessment.** With the sensitive, critical, and confidential information that is stored on the consolidated servers that is housed at the Wood River Police Department, and with the influx of cyber threats, hacking and phishing, the following terms are agreed to by both parties.

Member Agency shall once a year (in January) complete the attached Technology Security Assessment Documentation and submit it to the Wood River Consolidated Communication Center Supervisor for review.

Failure to comply at a satisfactory level and in compliance with the above policy and timeline, Member Agency will be notified by Wood River via writing of corrections that need to be made, and a thirty (30) day remedial period will begin immediately. It is the expectation that corrections will be made within the thirty (30) day remedial period. Upon making corrections, Member Agency shall submit a new Technology Security Assessment Document for further review. If Member Agency fails to correct non-compliant items within the thirty (30) day remedial period, access to the consolidated server will be deactivated until the

changes are made. If a deactivation takes place, Wood River will still agree to answer Member Agency's administrative phones, 9-1-1 calls, radios and enter data into Lawman. However, Member Agency will not have access to the data in Lawman until full compliance is met.

• Personnel. Wood River shall retain exclusive authority over the police and fire dispatch services provided under this Agreement, including personnel. Wood River shall be solely responsible for employment and training of Telecommunicators. Wood River shall have sole discretion in determining the number of Telecommunicators to be employed at any given time in order to properly provide dispatching services. However, Member Agency may provide input into the staffing determination and requests for alterations, if any, will not be unreasonably ignored or denied. Notwithstanding the above, it is further understood that as-long as the current Member Agencies (Roxana, South Roxana, Roxana, East Alton, and Bethalto) are being dispatched by Wood River that there will be minimum staffing of two (2) Telecommunicators on-duty at any given time. All Telecommunicators shall be employees of the City of Wood River.

It is understood that Wood River may hire additional Telecommunicators as a result of this Agreement. The final employment decision shall be made solely by Wood River.

While this Agreement remains in effect, Wood River shall maintain adequate number of dispatch personnel required by the Bargaining Agreement with the United Steel Workers. Wood River Telecommunicators shall utilize Wood River's normal standards, procedures, and information for the performance of their duties as Telecommunicators.

Dispatch procedures, policies, directives, and priorities shall follow the existing Wood River Policy and Procedure, in addition to the Rules and Regulations.

- Advisory Committee. An advisory committee is hereby established for the Wood River Consolidated Dispatch Center. It is the intent of this committee to facilitate open and direct communications between the communities and to enhance the overall effectiveness and efficiencies of the Wood River Consolidated Dispatch Center. This committee shall be composed of the following officials:
  - 1.) Fire Chief or Officer in Charge of any fire department contributing service fees to the Wood River Consolidated Dispatch Center.
  - 2.) Police Chief or Officer in Charge of any police department contributing service fees to the Wood River Consolidated Dispatch Center.

- 3.) The City of Wood River Fire Chief or Officer in Charge.
- 4.) The City of Wood River Police Chief or Officer in Charge.
- 5.) The Wood River Consolidated Dispatch Center Supervisor.

The committee shall meet annually but may hold additional meetings as needed.

Complaint Resolution. Member Agency's police and/or fire supervisor shall contact the on-duty Wood River Communications Supervisor at the Center to discuss an immediate issue or make a request concerning a Telecommunicator or dispatch situation. If the Wood River Communications Supervisor is not on-duty and there is an emergency/exigent need, Member Agency's police and/or fire supervisor shall direct his/her request to the on-duty Wood River Police Shift Commander. The Wood River Police Shift Commander may authorize contacting the off-duty Wood River Communications Supervisor, if necessary.

If there is a citizen, police officer, firefighter, or other department complaint on a Telecommunicator's performance responding to a police/fire call for Member Agency, the complaint will be directed to Member Agency Police/Fire Chief or his/her designee for review. Upon review and consideration, the complaint may be forwarded to the Wood River Communications Supervisor for further review and possible action. The complaint and Member Agency Chief's review will be forwarded to the Wood River Communications Supervisor in writing, if possible.

The final disposition of any complaint received and reviewed by the Wood River Communications Supervisor will be forwarded to the Wood River Police Chief and Member Agency's Police/Fire Chief. It is expected that the majority of interaction and communications between Member Agency and Wood River will begin at the supervisor level and then proceed up the chain of command.

• **Service Fees.** Member Agency agrees to pay Service Fees to Wood River for the Dispatching Services provided by Wood River as described herein.

Allocation of Dispatching Costs. Wood River has calculated the Service Fees of Member Agency based on the following formula to ensure a fair and consistent allocation of cost based on the number of Telecommunicators required to provide dispatching services for Member Agency and is consistent with the annual raise percentage outlined in the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union:

1. Total Personnel Costs: The Total Personnel Costs for Wood River for dispatching services shall be determined as outlined in Wood River's

- annual budget and the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union.
- 2. Adjusted Total Personnel Cost: Pursuant to prior Intergovernmental Agreements, the Madison County Emergency Telephone System Board (ETSB) has agreed to reimburse the 9-1-1 centers in Madison County (including Wood River) for the handling of 9-1-1 Calls annually based on the number of 911 calls each call center receives. Therefore, as long as this Intergovernmental Agreement with the ETSB is active, Wood River agrees to allocate 75% of the aggregate projected 911 revenue it receives for calls originating from the Member Agencies' jurisdictions as a credit toward the Total Personnel Costs in order to calculate the Adjusted Total Personnel Cost.
- 3. Average Dispatcher Cost: The Average Dispatcher Cost shall be determined by dividing the Adjusted Total Personnel Cost by the Number of Telecommunicators employed for that Member Agency's jurisdiction.
- 4. Number of Telecommunicators: The number of Telecommunicators required to adequately service Member Agency's jurisdiction is based on the following distribution, as determined by the average number of 911 service calls to each municipality contributing service fees to the Wood River Consolidated Dispatch Center:
  - East Alton and Bethalto require two (2) Telecommunicators.
  - Hartford, Roxana, and South Roxana each require one-half
     (1/2) of one (1) Telecommunicator.
- 5. Service Fee Amount Calculation: The Service Fee amount shall be equal to the Average Dispatcher Cost multiplied by the Number of Telecommunicators employed for that Member Agency.

<u>Annual Service Fee Amount</u>. Roxana shall pay an annual Service Fee to Wood River based upon the following schedule:

<u>Year</u>	% raise	Annual Amount	<u>Term</u>
Year 1	3.5%	\$59,512. <del>44</del>	(Starting 05/01/2025)
Year 2	3.0%	\$61,297.80	(Starting 05/01/2026)
Year 3	4.0%	\$63,749.76	(Starting 05/01/2027)
Year 4	3.0%	\$65,662.32	(Starting 05/01/2028)
Year 5	3.0%	\$67,632.16	(Starting 05/01/2029)

<u>Monthly Payments of Service Fees</u>. Service Fees shall be paid by Member Agency to Wood River in equal monthly installments and are due on the first day of the month for which Emergency Communications Services are to be provided.

- **Agreement Term.** The term of this Agreement shall be for a period ending April 30, 2029. The Agreement will begin on the date on which Member Agency and Wood River sign this Agreement.
- **Renewal Negotiation.** Negotiations for a renewal of this Agreement shall begin in the summer of 2028. The negotiated terms may be made a part of the original agreement with agreements as to terms.
- **Insurance.** Wood River and Member Agency agree to adhere to this Agreement and shall maintain sufficient liability insurance policies to protect their respective interests. Each party shall file a proof of their respective liability insurance policies with each of the other parties, by way of certificates of insurance, with sufficient information so as to establish that each party is maintaining a minimum \$2 million of public liability insurance coverage per occurrence, and not less than \$10 million general aggregate coverage throughout the term of this Agreement. The certificate shall be submitted annually upon renewal of coverage.
- **Termination.** Either party may terminate this Agreement by providing at least a three hundred and sixty-five (365) day written notice to the opposite party. Additionally, Wood River may terminate the membership of Member Agency upon Member Agency's failure to make the required payments pursuant to the Service Fees section of this Agreement, within sixty (60) days after written notice to Member Agency of the overdue amount. Termination due to Member Agency's failure to pay does not relieve Member Agency of its obligation to pay Service Fees to Wood River for all days in which Emergency Communications Services were provided. Member Agency shall be liable to Wood River for all litigation costs, including, but not limited to, attorney fees and court costs, for which Wood River expends in enforcing the Service Fees provision of this Agreement.
- **Governing Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.
- Indemnification. Member Agency covenants and agrees to defend, indemnify, and hold Wood River harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Member Agency's employees, staff, or representatives. Wood River covenants and agrees to defend, indemnify, and hold Member Agency harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Wood River employees, staff, or representatives.

In consideration of mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself to the terms of this Agreement.

WHEREAS, the parties readily acknowledge that they have full authority to enter into this Agreement.

THEREFORE, the City of Wood River and the Village of Roxana certify that the above and foregoing is the entire and complete agreement by and between both parties.

IN WITNESS THEREOF, executed this a	agreement this	day of		2025.
AGREED TO AND SIGNED, by the Villag	ge of Roxana, Illino	is, this	day of	
	M	ayor, Village o	of Roxana,	Illinois
AGREED TO AND SIGNED, by the City, 2025.	of Wood River, Illin	ois, this	_ day of	
	May	vor City of W	ood River	Illinois

# INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICE

•	This Intergovernmental Agreement (the "Agreement") is made this	day of
	, (the "Execution Date"), by and between the City of Wood	l River,
	Illinois (herein referred to as "Wood River") and the Village of South Roxana,	Illinois
(	(herein referred to as "South Roxana" or "Member Agency").	

## WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitution provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised, or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Wood River and Member Agency are Illinois units of government; and

WHEREAS, in 2015, Illinois passed the Emergency Telephone System Act ("Act"), making significant changes to the previous Emergency Telephone System Act of 2013 and repealing the Wireless Emergency Telephone Safety Act; and

WHEREAS, under the Act, and in an effort to modernize emergency response systems, the Illinois General Assembly mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

WHEREAS, Madison County previously implemented a 911 consolidation plan in compliance with the Act; and

WHEREAS, in compliance with the Act and the County's consolidation plan, Wood River currently provides police and fire dispatching and other customer service support for Member Agency's department pursuant to the Intergovernmental Agreement for Police, Fire, and EMS Dispatch Services, Both 911 and Non-Emergency entered between

the parties entered into between Wood River and South Roxana on April 5, 2022 ("Prior Agreement"); and

WHEREAS, Wood River and Member Agency have determined that it would be in their best interest for Wood River to continue to provide police and fire dispatch services for Member Agency through a single dispatch center (the "Center"), to create financial and operational efficiencies and work in a collaborative effort.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between Wood River and South Roxana as follows:

- **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth here.
- **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
- Wood River Dispatching Services. Wood River, through the Wood River
  Police Department currently located at 550 East Madison Avenue, Wood River,
  Illinois 62095, shall perform the following services in order to provide police and
  fire dispatch services on a 24-hour basis seven (7) days a week and certain nonemergency customer services for Wood River and Member Agency as set forth
  below:
  - Accept and answer all Wood River and Member Agency's 9-1-1 calls in order to dispatch police and fire units;
  - Accept and answer all Wood River and Member Agency's Administrative (seven digit) and lobby phone calls, and appropriately dispatch police, public works, Julie calls, public utilities, EMS, fire, and other supportive services as necessary;
  - Provide standard and appropriate responsive dispatching to police, animal control, and fire units involved in any and all calls for service or emergency services whether self-initiated or generated through calls to dispatch;
  - Monitor traffic on police and fire radio frequencies;
  - Maintain access to all recordings of all such communications;

- Relay information received by such means to personnel of the appropriate Member Agency by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- Monitor communications from and between Member Agency's respective on-duty personnel and relay messages as necessary;
- Accurately input and update calls for service information into the CAD system;
- Maintain access to all business key holder information and caution alerts, medical alerts, etc. Member Agency shall be responsible for providing Wood River with all the aforementioned information and shall be responsible for providing any and all updated information regarding the same to the Center.
- Activate and test on a monthly basis the hazardous weather notification system. However, either Member Agency or Wood River can cause an activation of the system in an emergency. Member Agency shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS Audits or other documents when requested either by Member Agency, subpoena a or Freedom of Information Act (hereinafter "FOIA") request, provided that all requests and required forms are promptly submitted to the Wood River Police Department and such disclosure is allowed by law;
- Operate the Law Enforcement Data System (hereinafter "LEADS")
   including but not limited to entering all names, dates of birth, licenses,
   criminal histories, warrants, missing persons and lost or stolen property or
   mutually agreed upon entries. The Wood River LEADS Agency
   Coordinator shall be responsible for all validations and available to assist
   Member Agencies with LEADS audits, and Member Agency shall use their
   best efforts to cooperate with Wood River.
- Comply with all State and Federal laws, rules, regulations, certifications, and accreditation standards. Wood River shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NENA, ETSB and other relevant emergency services communications guidelines).

- Allow Member Agency equal administrative access to information contained in the LAWMAN Master CAD system pertaining to its community.
- Disseminate an annual/monthly report to Member Agency with key performance information, including but not limited to call volume and number of calls for service.
- **Equipment.** Wood River shall be responsible for acquiring all equipment necessary to provide the dispatching services. Wood River shall own and operate all such equipment. Wood River shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back up equipment in the event of failure. All future upgrades to the dispatching equipment, software, or any equipment used to provide communication, would necessitate funding be provided by Member Agency, in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of Member Agency and Wood River.

If Member Agency shall have the need to implement, or upgrade, dispatching equipment, software, or any equipment used to receive communication it shall be at the expense of Member Agency. The cost of service agreements and/or warranties will be at the expense of Member Agency. A copy of service agreements and/or warranties shall be provided to Wood River to assist with service calls for Member Agency.

• **Technology Security Assessment.** With the sensitive, critical, and confidential information that is stored on the consolidated servers that is housed at the Wood River Police Department, and with the influx of cyber threats, hacking and phishing, the following terms are agreed to by both parties.

Member Agency shall once a year (in January) complete the attached Technology Security Assessment Documentation and submit it to the Wood River Consolidated Communication Center Supervisor for review.

Failure to comply at a satisfactory level and in compliance with the above policy and timeline, Member Agency will be notified by Wood River via writing of corrections that need to be made, and a thirty (30) day remedial period will begin immediately. It is the expectation that corrections will be made within the thirty (30) day remedial period. Upon making corrections, Member Agency shall submit a new Technology Security Assessment Document for further review. If Member Agency fails to correct non-compliant items within the thirty (30) day remedial period, access to the consolidated server will be deactivated until the

changes are made. If a deactivation takes place, Wood River will still agree to answer Member Agency's administrative phones, 9-1-1 calls, radios and enter data into Lawman. However, Member Agency will not have access to the data in Lawman until full compliance is met.

• Personnel. Wood River shall retain exclusive authority over the police and fire dispatch services provided under this Agreement, including personnel. Wood River shall be solely responsible for employment and training of Telecommunicators. Wood River shall have sole discretion in determining the number of Telecommunicators to be employed at any given time in order to properly provide dispatching services. However, Member Agency may provide input into the staffing determination and requests for alterations, if any, will not be unreasonably ignored or denied. Notwithstanding the above, it is further understood that as-long as the current Member Agencies (Roxana, South Roxana, South Roxana, East Alton, and Bethalto) are being dispatched by Wood River that there will be minimum staffing of two (2) Telecommunicators on-duty at any given time. All Telecommunicators shall be employees of the City of Wood River.

It is understood that Wood River may hire additional Telecommunicators as a result of this Agreement. The final employment decision shall be made solely by Wood River.

While this Agreement remains in effect, Wood River shall maintain adequate number of dispatch personnel required by the Bargaining Agreement with the United Steel Workers. Wood River Telecommunicators shall utilize Wood River's normal standards, procedures, and information for the performance of their duties as Telecommunicators.

Dispatch procedures, policies, directives, and priorities shall follow the existing Wood River Policy and Procedure, in addition to the Rules and Regulations.

- Advisory Committee. An advisory committee is hereby established for the Wood River Consolidated Dispatch Center. It is the intent of this committee to facilitate open and direct communications between the communities and to enhance the overall effectiveness and efficiencies of the Wood River Consolidated Dispatch Center. This committee shall be composed of the following officials:
  - 1.) Fire Chief or Officer in Charge of any fire department contributing service fees to the Wood River Consolidated Dispatch Center.
  - 2.) Police Chief or Officer in Charge of any police department contributing service fees to the Wood River Consolidated Dispatch Center.

- 3.) The City of Wood River Fire Chief or Officer in Charge.
- 4.) The City of Wood River Police Chief or Officer in Charge.
- 5.) The Wood River Consolidated Dispatch Center Supervisor.

The committee shall meet annually but may hold additional meetings as needed.

Complaint Resolution. Member Agency's police and/or fire supervisor shall contact the on-duty Wood River Communications Supervisor at the Center to discuss an immediate issue or make a request concerning a Telecommunicator or dispatch situation. If the Wood River Communications Supervisor is not on-duty and there is an emergency/exigent need, Member Agency's police and/or fire supervisor shall direct his/her request to the on-duty Wood River Police Shift Commander. The Wood River Police Shift Commander may authorize contacting the off-duty Wood River Communications Supervisor, if necessary.

If there is a citizen, police officer, firefighter, or other department complaint on a Telecommunicator's performance responding to a police/fire call for Member Agency, the complaint will be directed to Member Agency Police/Fire Chief or his/her designee for review. Upon review and consideration, the complaint may be forwarded to the Wood River Communications Supervisor for further review and possible action. The complaint and Member Agency Chief's review will be forwarded to the Wood River Communications Supervisor in writing, if possible.

The final disposition of any complaint received and reviewed by the Wood River Communications Supervisor will be forwarded to the Wood River Police Chief and Member Agency's Police/Fire Chief. It is expected that the majority of interaction and communications between Member Agency and Wood River will begin at the supervisor level and then proceed up the chain of command.

• **Service Fees.** Member Agency agrees to pay Service Fees to Wood River for the Dispatching Services provided by Wood River as described herein.

Allocation of Dispatching Costs. Wood River has calculated the Service Fees of Member Agency based on the following formula to ensure a fair and consistent allocation of cost based on the number of Telecommunicators required to provide dispatching services for Member Agency and is consistent with the annual raise percentage outlined in the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union:

1. Total Personnel Costs: The Total Personnel Costs for Wood River for dispatching services shall be determined as outlined in Wood River's

- annual budget and the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union.
- 2. Adjusted Total Personnel Cost: Pursuant to prior Intergovernmental Agreements, the Madison County Emergency Telephone System Board (ETSB) has agreed to reimburse the 9-1-1 centers in Madison County (including Wood River) for the handling of 9-1-1 Calls annually based on the number of 911 calls each call center receives. Therefore, as long as this Intergovernmental Agreement with the ETSB is active, Wood River agrees to allocate 75% of the aggregate projected 911 revenue it receives for calls originating from the Member Agencies' jurisdictions as a credit toward the Total Personnel Costs in order to calculate the Adjusted Total Personnel Cost.
- 3. Average Dispatcher Cost: The Average Dispatcher Cost shall be determined by dividing the Adjusted Total Personnel Cost by the Number of Telecommunicators employed for that Member Agency's jurisdiction.
- 4. Number of Telecommunicators: The number of Telecommunicators required to adequately service Member Agency's jurisdiction is based on the following distribution, as determined by the average number of 911 service calls to each municipality contributing service fees to the Wood River Consolidated Dispatch Center:
  - East Alton and Bethalto require two (2) Telecommunicators.
  - Hartford, Roxana, and South Roxana\* each require one-half (1/2) of one (1) Telecommunicator.
    - \*The City of South Roxana shall allocate costs as between South Roxana and South Roxana Fire Protection District as it deems appropriate.
- 5. Service Fee Amount Calculation: The Service Fee amount shall be equal to the Average Dispatcher Cost multiplied by the Number of Telecommunicators employed for that Member Agency.

<u>Annual Service Fee Amount</u>. South Roxana shall pay an annual Service Fee to Wood River based upon the following schedule:

<u>Year</u>	<u>% raise</u>	<u>Annual Amount</u>	<u>Term</u>
Year 1	3.5%	\$51,180.75	(Starting 05/01/2025)
Year 2	3.0%	\$52,716.18	(Starting 05/01/2026)
Year 3	4.0%	\$54,824.82	(Starting 05/01/2027)
Year 4	3.0%	\$56,469.56	(Starting 05/01/2028)
Year 5	3.0%	\$58,163.65	(Starting 05/01/2029)

Monthly Payments of Service Fees. Service Fees shall be paid by Member Agency to Wood River in equal monthly installments and are due on the first day of the month for which Emergency Communications Services are to be provided.

- **Agreement Term.** The term of this Agreement shall be for a period ending April 30, 2029. The Agreement will begin on the date on which Member Agency and Wood River sign this Agreement.
- **Renewal Negotiation.** Negotiations for a renewal of this Agreement shall begin in the summer of 2028. The negotiated terms may be made a part of the original agreement with agreements as to terms.
- **Insurance.** Wood River and Member Agency agree to adhere to this Agreement and shall maintain sufficient liability insurance policies to protect their respective interests. Each party shall file a proof of their respective liability insurance policies with each of the other parties, by way of certificates of insurance, with sufficient information so as to establish that each party is maintaining a minimum \$2 million of public liability insurance coverage per occurrence, and not less than \$10 million general aggregate coverage throughout the term of this Agreement. The certificate shall be submitted annually upon renewal of coverage.
- **Termination.** Either party may terminate this Agreement by providing at least a three hundred and sixty-five (365) day written notice to the opposite party. Additionally, Wood River may terminate the membership of Member Agency upon Member Agency's failure to make the required payments pursuant to the Service Fees section of this Agreement, within sixty (60) days after written notice to Member Agency of the overdue amount. Termination due to Member Agency's failure to pay does not relieve Member Agency of its obligation to pay Service Fees to Wood River for all days in which Emergency Communications Services were provided. Member Agency shall be liable to Wood River for all litigation costs, including, but not limited to, attorney fees and court costs, for which Wood River expends in enforcing the Service Fees provision of this Agreement.
- **Governing Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.
- Indemnification. Member Agency covenants and agrees to defend, indemnify, and hold Wood River harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Member Agency's employees, staff, or representatives. Wood River covenants and agrees to defend, indemnify, and hold Member Agency harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Wood River employees, staff, or representatives.

In consideration of mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself to the terms of this Agreement.

WHEREAS, the parties readily acknowledge that they have full authority to enter into this Agreement.

THEREFORE, the City of Wood River and the Village of South Roxana certify that the above and foregoing is the entire and complete agreement by and between both parties.

IN WITNESS THEREOF, executed this a	agreement this	day of	, 2025.
AGREED TO AND SIGNED, by the Villag	ge of South Roxan	a, Illinois, this _	day of
	Mayor,	Village of South	Roxana, Illinois
AGREED TO AND SIGNED, by the City, 2025.	of Wood River, Illi	nois, this	day of
	M;	ayor, City of Woo	od River, Illinois

# INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICE

This Intergovernmental Agreement (the "Agreement") is made this da	ay of
, (the "Execution Date"), by and between the City of Wood R	liver,
Illinois (herein referred to as "Wood River") and the South Roxana Fire Protection	n
District of South Roxana, Illinois (herein referred to as "District" or "Member Age	ency").

### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitution provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised, or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Wood River and Member Agency are Illinois units of government; and

WHEREAS, in 2015, Illinois passed the Emergency Telephone System Act ("Act"), making significant changes to the previous Emergency Telephone System Act of 2013 and repealing the Wireless Emergency Telephone Safety Act; and

WHEREAS, under the Act, and in an effort to modernize emergency response systems, the Illinois General Assembly mandated that counties across the State reduce and consolidate the number of Public Service Answering Points ("PSAP"), commonly known as 911 dispatch centers, located within the county; and

WHEREAS, Madison County previously implemented a 911 consolidation plan in compliance with the Act; and

WHEREAS, in compliance with the Act and the County's consolidation plan, Wood River currently provides police and fire dispatching and other customer service support for Member Agency's department pursuant to the Intergovernmental Agreement for Police, Fire, and EMS Dispatch Services, Both 911 and Non-Emergency entered between

the parties entered into between Wood River and District on April 19, 2022 ("Prior Agreement"); and

WHEREAS, Wood River and Member Agency have determined that it would be in their best interest for Wood River to continue to provide police and fire dispatch services for Member Agency through a single dispatch center (the "Center"), to create financial and operational efficiencies and work in a collaborative effort.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between Wood River and District as follows:

- **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth here.
- **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
- Wood River Dispatching Services. Wood River, through the Wood River
  Police Department currently located at 550 East Madison Avenue, Wood River,
  Illinois 62095, shall perform the following services in order to provide police and
  fire dispatch services on a 24-hour basis seven (7) days a week and certain nonemergency customer services for Wood River and Member Agency as set forth
  below:
  - Accept and answer all Wood River and Member Agency's 9-1-1 calls in order to dispatch police and fire units;
  - Accept and answer all Wood River and Member Agency's Administrative (seven digit) and lobby phone calls, and appropriately dispatch police, public works, Julie calls, public utilities, EMS, fire, and other supportive services as necessary;
  - Provide standard and appropriate responsive dispatching to police, animal control, and fire units involved in any and all calls for service or emergency services whether self-initiated or generated through calls to dispatch;
  - Monitor traffic on police and fire radio frequencies;
  - Maintain access to all recordings of all such communications;

- Relay information received by such means to personnel of the appropriate Member Agency by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- Monitor communications from and between Member Agency's respective on-duty personnel and relay messages as necessary;
- Accurately input and update calls for service information into the CAD system;
- Maintain access to all business key holder information and caution alerts, medical alerts, etc. Member Agency shall be responsible for providing Wood River with all the aforementioned information and shall be responsible for providing any and all updated information regarding the same to the Center.
- Activate and test on a monthly basis the hazardous weather notification system. However, either Member Agency or Wood River can cause an activation of the system in an emergency. Member Agency shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system;
- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS Audits or other documents when requested either by Member Agency, subpoena a or Freedom of Information Act (hereinafter "FOIA") request, provided that all requests and required forms are promptly submitted to the Wood River Police Department and such disclosure is allowed by law;
- Operate the Law Enforcement Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Wood River LEADS Agency Coordinator shall be responsible for all validations and available to assist Member Agencies with LEADS audits, and Member Agency shall use their best efforts to cooperate with Wood River.
- Comply with all State and Federal laws, rules, regulations, certifications, and accreditation standards. Wood River shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, MABAS, APCO, NENA, ETSB and other relevant emergency services communications guidelines).

- Allow Member Agency equal administrative access to information contained in the LAWMAN Master CAD system pertaining to its community.
- Disseminate an annual/monthly report to Member Agency with key performance information, including but not limited to call volume and number of calls for service.
- Equipment. Wood River shall be responsible for acquiring all equipment necessary to provide the dispatching services. Wood River shall own and operate all such equipment. Wood River shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back up equipment in the event of failure. All future upgrades to the dispatching equipment, software, or any equipment used to provide communication, would necessitate funding be provided by Member Agency, in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of Member Agency and Wood River.

If Member Agency shall have the need to implement, or upgrade, dispatching equipment, software, or any equipment used to receive communication it shall be at the expense of Member Agency. The cost of service agreements and/or warranties will be at the expense of Member Agency. A copy of service agreements and/or warranties shall be provided to Wood River to assist with service calls for Member Agency.

• **Technology Security Assessment.** With the sensitive, critical, and confidential information that is stored on the consolidated servers that is housed at the Wood River Police Department, and with the influx of cyber threats, hacking and phishing, the following terms are agreed to by both parties.

Member Agency shall once a year (in January) complete the attached Technology Security Assessment Documentation and submit it to the Wood River Consolidated Communication Center Supervisor for review.

Failure to comply at a satisfactory level and in compliance with the above policy and timeline, Member Agency will be notified by Wood River via writing of corrections that need to be made, and a thirty (30) day remedial period will begin immediately. It is the expectation that corrections will be made within the thirty (30) day remedial period. Upon making corrections, Member Agency shall submit a new Technology Security Assessment Document for further review. If Member Agency fails to correct non-compliant items within the thirty (30) day remedial period, access to the consolidated server will be deactivated until the

changes are made. If a deactivation takes place, Wood River will still agree to answer Member Agency's administrative phones, 9-1-1 calls, radios and enter data into Lawman. However, Member Agency will not have access to the data in Lawman until full compliance is met.

• Personnel. Wood River shall retain exclusive authority over the police and fire dispatch services provided under this Agreement, including personnel. Wood River shall be solely responsible for employment and training of Telecommunicators. Wood River shall have sole discretion in determining the number of Telecommunicators to be employed at any given time in order to properly provide dispatching services. However, Member Agency may provide input into the staffing determination and requests for alterations, if any, will not be unreasonably ignored or denied. Notwithstanding the above, it is further understood that as-long as the current Member Agencies (Roxana, South Roxana, Hartford, East Alton, and Bethalto) are being dispatched by Wood River that there will be minimum staffing of two (2) Telecommunicators on-duty at any given time. All Telecommunicators shall be employees of the City of Wood River.

It is understood that Wood River may hire additional Telecommunicators as a result of this Agreement. The final employment decision shall be made solely by Wood River.

While this Agreement remains in effect, Wood River shall maintain adequate number of dispatch personnel required by the Bargaining Agreement with the United Steel Workers. Wood River Telecommunicators shall utilize Wood River's normal standards, procedures, and information for the performance of their duties as Telecommunicators.

Dispatch procedures, policies, directives, and priorities shall follow the existing Wood River Policy and Procedure, in addition to the Rules and Regulations.

- Advisory Committee. An advisory committee is hereby established for the Wood River Consolidated Dispatch Center. It is the intent of this committee to facilitate open and direct communications between the communities and to enhance the overall effectiveness and efficiencies of the Wood River Consolidated Dispatch Center. This committee shall be composed of the following officials:
  - 1.) Fire Chief or Officer in Charge of any fire department contributing service fees to the Wood River Consolidated Dispatch Center.
  - 2.) Police Chief or Officer in Charge of any police department contributing service fees to the Wood River Consolidated Dispatch Center.

- 3.) The City of Wood River Fire Chief or Officer in Charge.
- 4.) The City of Wood River Police Chief or Officer in Charge.
- 5.) The Wood River Consolidated Dispatch Center Supervisor.

The committee shall meet annually but may hold additional meetings as needed.

Complaint Resolution. Member Agency's police and/or fire supervisor shall contact the on-duty Wood River Communications Supervisor at the Center to discuss an immediate issue or make a request concerning a Telecommunicator or dispatch situation. If the Wood River Communications Supervisor is not on-duty and there is an emergency/exigent need, Member Agency's police and/or fire supervisor shall direct his/her request to the on-duty Wood River Police Shift Commander. The Wood River Police Shift Commander may authorize contacting the off-duty Wood River Communications Supervisor, if necessary.

If there is a citizen, police officer, firefighter, or other department complaint on a Telecommunicator's performance responding to a police/fire call for Member Agency, the complaint will be directed to Member Agency Police/Fire Chief or his/her designee for review. Upon review and consideration, the complaint may be forwarded to the Wood River Communications Supervisor for further review and possible action. The complaint and Member Agency Chief's review will be forwarded to the Wood River Communications Supervisor in writing, if possible.

The final disposition of any complaint received and reviewed by the Wood River Communications Supervisor will be forwarded to the Wood River Police Chief and Member Agency's Police/Fire Chief. It is expected that the majority of interaction and communications between Member Agency and Wood River will begin at the supervisor level and then proceed up the chain of command.

• **Service Fees.** Member Agency agrees to pay Service Fees to Wood River for the Dispatching Services provided by Wood River as described herein.

Allocation of Dispatching Costs. Wood River has calculated the Service Fees of Member Agency based on the following formula to ensure a fair and consistent allocation of cost based on the number of Telecommunicators required to provide dispatching services for Member Agency and is consistent with the annual raise percentage outlined in the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union:

 Total Personnel Costs: The Total Personnel Costs for Wood River for dispatching services shall be determined as outlined in Wood River's

- annual budget and the Collective Bargaining Agreement between Wood River and the Police/Dispatch Union.
- 2. Adjusted Total Personnel Cost: Pursuant to prior Intergovernmental Agreements, the Madison County Emergency Telephone System Board (ETSB) has agreed to reimburse the 9-1-1 centers in Madison County (including Wood River) for the handling of 9-1-1 Calls annually based on the number of 911 calls each call center receives. Therefore, as long as this Intergovernmental Agreement with the ETSB is active, Wood River agrees to allocate 75% of the aggregate projected 911 revenue it receives for calls originating from the Member Agencies' jurisdictions as a credit toward the Total Personnel Costs in order to calculate the Adjusted Total Personnel Cost.
- 3. Average Dispatcher Cost: The Average Dispatcher Cost shall be determined by dividing the Adjusted Total Personnel Cost by the Number of Telecommunicators employed for that Member Agency's jurisdiction.
- 4. Number of Telecommunicators: The number of Telecommunicators required to adequately service Member Agency's jurisdiction is based on the following distribution, as determined by the average number of 911 service calls to each municipality contributing service fees to the Wood River Consolidated Dispatch Center:
  - East Alton and Bethalto require two (2) Telecommunicators.
  - Hartford, Roxana, and South Roxana each require one-half
     (1/2) of one (1) Telecommunicator.
- 5. Service Fee Amount Calculation: The Service Fee amount shall be equal to the Average Dispatcher Cost multiplied by the Number of Telecommunicators employed for that Member Agency.

<u>Annual Service Fee Amount</u>. District shall pay an annual Service Fee to Wood River based upon the following schedule:

<u>Year</u>	<u>Annual Amount</u>	<u>Term</u>
Year 1	\$8,331.75	(Starting 05/01/2025)
Year 2	\$8,581.70	(Starting 05/01/2026)
Year 3	\$8,924.97	(Starting 05/01/2027)
Year 4	\$9,192.72	(Starting 05/01/2028)
Year 5	\$9,468.50	(Starting 05/01/2029)

<u>Monthly Payments of Service Fees</u>. Service Fees shall be paid by Member Agency to Wood River in equal monthly installments and are due on the first day of the month for which Emergency Communications Services are to be provided.

- **Agreement Term.** The term of this Agreement shall be for a period ending April 30, 2029. The Agreement will begin on the date on which Member Agency and Wood River sign this Agreement.
- **Renewal Negotiation.** Negotiations for a renewal of this Agreement shall begin in the summer of 2028. The negotiated terms may be made a part of the original agreement with agreements as to terms.
- **Insurance.** Wood River and Member Agency agree to adhere to this Agreement and shall maintain sufficient liability insurance policies to protect their respective interests. Each party shall file a proof of their respective liability insurance policies with each of the other parties, by way of certificates of insurance, with sufficient information so as to establish that each party is maintaining a minimum \$2 million of public liability insurance coverage per occurrence, and not less than \$10 million general aggregate coverage throughout the term of this Agreement. The certificate shall be submitted annually upon renewal of coverage.
- **Termination.** Either party may terminate this Agreement by providing at least a three hundred and sixty-five (365) day written notice to the opposite party. Additionally, Wood River may terminate the membership of Member Agency upon Member Agency's failure to make the required payments pursuant to the Service Fees section of this Agreement, within sixty (60) days after written notice to Member Agency of the overdue amount. Termination due to Member Agency's failure to pay does not relieve Member Agency of its obligation to pay Service Fees to Wood River for all days in which Emergency Communications Services were provided. Member Agency shall be liable to Wood River for all litigation costs, including, but not limited to, attorney fees and court costs, for which Wood River expends in enforcing the Service Fees provision of this Agreement.
- **Governing Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.
- **Indemnification.** Member Agency covenants and agrees to defend, indemnify, and hold Wood River harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Member Agency's employees, staff, or representatives. Wood River covenants and agrees to defend, indemnify, and hold Member Agency harmless from all costs and expenses, including expert witness and attorney's fees, of defending any claims arising because of this Agreement and resulting from actions or activities of Wood River employees, staff, or representatives.

In consideration of mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself to the terms of this Agreement.

WHEREAS, the parties readily acknowledge that they have full authority to enter into this Agreement.

Mayor, City of Wood River, Illinois

#### LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is executed and delivered as of theday
of, by and between The City of Wood River, Madison County, an Illinois municipal
corporation ("Landlord") and Tyler Schmitt ("Tenant") (individually "Party," or collectively the
"Parties"). Upon the terms and subject to the conditions hereinafter set forth, Landlord leases to Tenant
and Tenant leases from Landlord, the real property commonly known as:

Tract of land along N. 9<sup>th</sup> Street, Wood River, IL of Wood River Township; PIN# 19-1-08-22-12-201-001 consisting of 32 acres, more or less, and 30 acres, more or less, of PIN# 19-1-08-23-00-000-001.

(hereinafter referred to as the "Property"). Tenant agrees to accept the Property "AS-IS".

NOW THEREFORE, the Parties agree as follows:

- 1. The Landlord, including all agents and employees, reserves the right to enter the Property at any reasonable time for purposes of: (a) of consultation with the Tenant; (b) making repairs, improvements, and inspections; (c) developing mineral resources; and (d) after notice of termination of the Lease is given, none of which is to interfere with the Tenant in carrying out regular farm operations.
- 2. The Landlord does not convey to the Tenant the right to lease or sublet any part of the Property or buildings or to assign the Lease to any person or persons whomsoever.
- 3. The Landlord has the right to lease the Property and the Tenant has the right to quiet enjoyment of the Property throughout the term of the Lease.
- 4. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the Parties agree as follows:
  - a. The Tenant will maintain the Property during the Lease in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond Tenant's control excepted.
  - b. The Tenant will operate the Property in an efficient way.
  - c. The Tenant will not, without consent of the Landlord, cut live trees for sale or personal use.

- d. The Landlord reserves the right to prevent the production of any crop on any or all of the Property where the production of such crop would clearly damage the land due to excessive erosion or other causes.
- e. The Tenant will use fertilization practices which will prevent depletion of the essential plant food elements in the soil.
- f. The Tenant will maintain the buildings and equipment, if any, during the tenancy in as good condition as at the beginning, normal wear and depreciation beyond Tenant's control excepted
- 5. **Lease Term.** The initial lease term (the "**Lease Term**") shall be a period of one (1) year. Unless Landlord or Tenant give at least thirty (30) days' notice prior to the expiration of any Lease Term, the Lease Term may auto-renew each year on the anniversary date of the initial Lease Term. For the initial Lease Term, the Tenant agrees to pay to the Landlord as cash rent the amount of \$230.00 per acre and such payment will be made as follows:
  - 1. Total Sum of Payment is \$14,260.00
  - 2. Payment to be made on July 1, 2025
- 6. The initial Lease Term shall be from January 1, 2025, to December 31, 2025. Any subsequent Lease Terms shall be subject to a 5% increase on the cash rent per acre, per year, unless otherwise agreed to in writing by the Parties.
- 7. The Tenant agrees that Tenant or Tenant's agent will possess the Property, any improvements, and any facilities continuously during the term of the lease.
- 8. The Tenant agrees to surrender possession of the Property, including any land, buildings, and equipment peaceably at the termination of the lease.
- 9. Amendments and alterations to this lease shall be made in writing.
- 10. This lease shall not give rise to a partnership relationship, and neither Party shall have the authority to obligate the other without written consent, except as specifically provided in this lease.
- 11. Tenant shall not commit, or allow to be committed, any waste on the Property, create or allow any nuisance to exist on the Property, or use or allow the Property to be used for any unlawful purpose.
- 12. All Tenant's personal property of every kind, which may be used in or around the Property, shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of Tenant.

- 13. Tenant waives all claims it may have against Landlord, and against the Landlord's agents, employees, elected officials, lawyers, or contractors hired by Landlord, for damage to person or property sustained by the Tenant or by any occupant of the Property, or by any other person, resulting from any part of the Property, or resulting from any accident in or about the Property, or resulting directly or indirectly from any act or neglect of any occupant of any part of the Property.
- 14. This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives and assigns of the Parties.
- 15. **Holding Over by Tenant.** If Tenant shall continue in possession of the Property beyond the termination of the Lease Term, with notice to Landlord, such holding over shall be considered an extension of this Lease for a one-month period and so on, from month to month, until terminated by either Party by giving not less than 30 days written notice of termination to the other. Such holding over shall be upon the same terms and conditions as are set forth in this Lease, except the rent shall increase 5% per annum, per year, and be charged pro rata to the months Tenant holds over on the Property.
- 16. **Indemnification**. Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature arising from the negligent acts or omissions or willful misconduct of Tenant, or Tenant's agents, servants or employees on or about the Property. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof;
  - Landlord agrees to indemnify and save harmless Tenant from and against all claims of whatever nature arising from the willful misconduct of Landlord, or Landlord's agents, servants or employees on or about the Property. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof.
- 17. The Tenant understands and agrees that this Lease will be terminated at any time if the Landlord's detention pond project ("Project") needs to begin. This will be solely at the Landlord's discretion. This absolute termination provision supersedes any other termination or Lease renewal provision in this Lease regarding notice and termination. The Parties agree that Landlord has the absolute right to terminate this Lease at the sole discretion of Landlord.
- 18. Tenant agrees to maintain communication with the Landlord to stay up to date on the Project's beginning date so as to mitigate any possible damages from termination of this Agreement by Landlord due to the Project commencing.
- 19. If the Project begins after Tenant has begun farming, and Tenant has been given permission to begin farming by Landlord, Tenant will be reimbursed for reasonable time and materials, not

including any speculative damages such as lost profits, etc. T	Tenant shall be solely responsible
for producing any receipts or documentation of any kind to producing	rove any time and materials owed
due to Landlord's termination of the Lease after Tenant had b	begun farming for the season.

N WITNESS WHEREOF, the parties have signed t, 20	his lease on the day of
	(Landlord)
	(Tenant)

#### ORDINANCE NO.

## ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR FARMLAND WITH TYLER SCHMITT FOR CITY OWNED PROPERTY

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 it is in the best interest of public health, safety, general welfare, and economic welfare to enter into a lease agreement with Tyler Schmitt for farmland owned by the City (*See* Lease attached hereto as **Exhibit A**); and

WHEREAS, City has determined to lease the following City owned real property to Tyler Schmitt:

Tract of land along N. 9<sup>th</sup> Street, Wood River, IL of Wood River Township; PIN# 19-1-08-22-12-201-001 consisting of 32 acres, more or less, and 30 acres, more or less, of PIN# 19-1-08-23-00-000-001.

(hereinafter referred to as the "Property"); and

WHEREAS, Tyler Schmitt has agreed to lease the Property, in pertinent part, pursuant to these terms and conditions:

- 1. The initial Lease Term shall be from January 1, 2025, to December 31, 2025, and the Tenant agrees to pay to the Landlord as cash rent the amount of \$230.00 per acre and such payment will be made as follows:
  - a. Total Sum of Payment is \$14,260.00
  - b. Payment to be made on July 1, 2025

#### See Exhibit A; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to enter the Lease (**Exhibit A**).

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

- Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River.
  - Section 2. The Lease between City and Tyler Schmitt (**Exhibit A**) is approved.

Section 3.	The Mayor and/or City Manager is authorized and directed to execute the
Lease between City an	d Tyler Schmitt (Exhibit A).

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

PASSED and APPROVED this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER, IL
ATTEST:	
CLERK OF THE CITY OF WOOD RIVER	R, IL
Upon a roll call vote, the following was reco	orded:
AYES: NAYS:	

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

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

Clly Clerk

Clly of Wood River

111 North Wood River Ave, Wood River, IL 62095

Please submit application to:

Applloant Name: MIKE FAUNESTOCK Business Name: FAHNESTOCK AGENCY, INC.
Applicant Malling Address: 600 N. Wood River AVE
Applicant Phone Number: 254-1251 Fax: 254-6000 Email: MIKE@ WoodRivers
Federal Employer Identification Number (FEIN): 85-2936/12
Social Security Number for Sole Proprietor (SSN): NIA
Туре of Business Entity:
☐ Individual
I am applying for a \$ <u>. 1号/16名。</u> 区 Cash Grant 日 Reimbursement from future tax increment
Project Category;
☐ New Business Construction
Building Repair/Retrofit/Rehabilitation
Façade Restoration
☐ Emergency Structural Repairs
☐ ADA, Life Safety, Building Code, and Electrical Rehabilitation
□ Building demolition and/or site preparation  Building Name (if it has one):
Building Address: 600 N. Was RIVER AVE, Wood RIVER, IL

lov	/ Is the title h	neld to the property?		
	ndividual	☐ Corporation □		
			iompany   □ Other:_	
Name(s) of property owner(s): Mike 3 Andrea Faunestock  (All beneficial owners of a Land Trust, members of a Limited Liability Company and partners in a partnership must be listed.)  (314) 581-5840 (Mike)  Owner(s) phone no.: (418) 946-1285 (Andrea)  If the applicant is not the same as the owner, explain:				
2.	Building Da		Total 59.4× 125	Portion Addressed By Project
	Site square		1353	,
	Building sq	uare footage:	1000	· · · · · · · · · · · · · · · · · · ·
	Number of	floors in building:	101.0	
	Approxima	te year constructed	1960	·
	Most Rese Real Estat	nt e Taxes Pald:	3,892.22 Year F	Pald - 202 <u>3</u>
3.	Current Us	EARM INSURA	ncë Office	,
	<u> </u>			
4.	NEW S	roject Description and いいい え ろのチェア	MSTALLED ON	EXTERIOR AS WELL
	AS AD	DITIONAL EXTE	SCION LIGHTING.	BUILDING WILL FEMAIL
	A 500	NE FARM OFFICE		4

	Identify the proposed tenants of the project. Indicate whether leases have been negotiated, provide the status of any such negotiations, and whether or not the property
	owner is leasing from themselves. PROPOSED TENANTS ARE THE CURRENT TENANTS. THERE WILL
	BE NO CHANGE IN OCCUPANCY. THE AGENCY IS
	THE TEHANT AND WILL ALWAYS BE.
6.	Who will own the property?
	FAMMESTICE PROPERTIES LLC Which is OWNED BY MIKE AND
	ANDREA FAUNESTOCK, MIKE'S OFFICE OCCUPIES SAID BUILDING.
7.	Provide a brief description of the public benefit to the City resulting from the proposed
	project (e.g., stabilize historic building, improve façade appearance, increase property
	values, etc.)
	THE PUBLIC BENEFIT IS THAT THE PROJECT WILL IMPROVE THE
	FACADE APPEARANCE ON A DATED PIECE OF PROPERTY IN CLOSE
	PROXIMM TO THE NEW REC CENTER AND THE LIGHT SCHOOL.
8.	Provide an estimate of the total number of jobs to be created or retained by the
	proposed project, (Ignore if request is below \$10,000)
	a. Present Number of Employees Full TimePart Time
	b. Anticipated Number of Employees Full Time 8 Part Time
9	. If the proposed project includes commercial uses, explain how the project will attract
	customers from outside the City or will provide retail or other commercial services
	currently unavailable or in limited supply in the City. A separate document may be
	attached to provide additional details about the market research you have performed.
	(Ignore if request is below \$10,000)
	NA

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

	City TIF	<u>Bank</u> ,	Owner <u>Equity</u>	<u>Other</u>
Property Acquisition	\$ \$	\$ 6	\$ Ø.	\$ Ø
New Construction	\$ 0	\$ \$	\$ 4	\$ Ø
Façade Improvement	. 14.168	\$ Ø	\$ 14168_	\$ 50
Design Services	\$ 6	\$ Ø	\$ \$	\$ Ø
Bullding Rehab	\$ 6	\$ 50	\$ 66	\$ Ø
Equipment/Fixtures/	\$ Ø	\$ \$	\$ \( \psi \)	\$ Ø
Furnishings	\$ 🖋	\$ %	\$ Ø '	\$ Ø
Emergency Repairs	\$ \$	\$ 0	\$ \$\psi\$	\$ Ø
ADA/Life Safety/ Bulk Code/Elec.	ding \$ Ø	\$ 4	\$ \$	\$ Ø
Building Demo/Site Preparation	\$ Ø	\$ 55	\$ %	\$ &
TOTAL .	\$ 14168	\$ \$	\$ 14108	\$ \$ \$

11, Provide narrative explaining why the project is not feasible or not worth the investment without TIF funding assistance: JUST SPENT NGL \$20,000 ON INTERIOR REMODEL PROPERTY OWNERS floor, No NEW CELLING Trues, AND NEW INCHUDING BULLOWS IS IN BAD CONDITION AND 74E I CAN GET BY WITH WANT WE HAVE PAINTED. BRING UP THE OVOLALL WILL HELP UPDATED EXTERIOR Brack WOOD RUEN AVE AND MY HOPE IS IT Appearai-re TYLY ዕዮ HONE PEDLE 06 SAME. NE

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

13. Has the applicant explored alternative financing methods for the proposed project before applying for the use of TIF? Yes No_X If so, what other financing methods were explored?
14. Provide an estimate of the fair market value of the property after the proposed improvements are completed. (Ignore if request is below \$10,000)  \$165,000 BAJEO ON COST OF REMODEL, A SSESSED FAIN MANUELL
The undersigned has applied for the TIF assistance described in this application and the proceeds of any TIF reimbursement or grant will be used in connection with the project described herein. The applicant agrees to abide by all City of Wood River, Illinois TIF Redevelopment Program Guidelines. The applicant agrees to furnish information listed application attachments and any additional information to the City as needed to review a consider this request.  By execution of this application, Applicant acknowledges and consents for the City to conduct any and all credit history checks it deems necessary and appropriate.
Applicant's Signature  OWNER   President   03/25/2025    Owner   Date
(Applicant – do not write below this line)
Date Application Received: 3/25/35 Staff Signature Man (UC)

#### Main Office (618) 259-2500

#### EAGLE WINDOW & SIDING INC.

P.O.Box 162 Bethalto, IL 62010

Date 1-8-25

Name: Mike Fahnestock/ State Farm Insurance office

Phone 314-581-5840

600 N. Wood River Ave

Wood River

IL

62095 (Zip)

EAGLE WINDOW & SIDING INC. AGREES TO PERFORM THE FOLLOWING ORDER IN ACCORDANCE WITH THE SPECIFICATIONS GIVEN BELOW.

All promotions and discounts have been applied.

#### OFFICE BUILDING

- 1. Customer will have the 2 signs removed before we start.
- Remove all the siding, capping and soffit on the whole building and haul away from the jobsite.
- Replace any bad wood before covering for \$75 a sheet or \$8 a foot. Extra.
- Remove the trim where needed so we can install the new siding on full piece runs.
- Wrap all the walls with house wrap moisture barrier.
- Trim out around all the door, windows and inside and outside corners with UP Smart side trim boards.
- Install LP smart side on all the walls. Color to be picked out still.
- Install aluminum or vinyl soffit on the whole building in any color.

PRICE BELOW INCLUDES ALL MATERIAL, LABOR, DUMP FEES AND PERMITS

Applicator to pick up check/cash on completion of work Make all checks payable to EAGLE WINDOW & SIDING INC.

**CASH PRICE** 

\$ 28,336

LESS:-

DOWN PAYMENT

UNPAID BALANCE OF CASH PRICE DUE ON COMPLETION OF WORK: OR PER SPECIAL ARRANGEMENT AS SPECIFIED

HEREIN.

The word owner wherever herein occurring or used herein shall be construed to mean owner, in case of more than one owner. The owner represents that he is the owner of the above mentioned premises or has an equity therein and has lawful authority to execute this agreement. Owner agrees that if the contract has not been cancelled within 3 business days from the date of this contract, any equity owned in the property herein before described is to ect as security for the indebtedness due the contractor under the terms of the contract and unbit said indebtedness is peld, said property will not be sold of title to the same transferred until full payment of said indebtedness has been made by the owner.

If contract is not paid in full upon completion of job, 1.6% interest monthly will be charged on balance due, All credit cards are subject to 8% surcharge. There is a \$35 returned cheeker fee. Owner further agrees that if the contract has not been cancelled within 3 business days from the date of this contract, in the event he should attempt to repudiate, the terms of this greenment and refuse to allow the contractor has not been cancelled within 3 business days from the date of this contract, in the event he should attempt to repudiate, the terms of this contract, on account of the difficulty of ascertaining and estimating that amount of when the debte does to be contractor to proceed with the work of improvement herein before described, or in any way prevent the contractor the predict that contractor as fluid and payable timediately from the owner to the contractor by reason thereof, the owner agrees to allow the contractor and payable immediately from the owner to the contractor by the total amount of the indebtedness to become due and payable immediately from the owner does not be the owner, house, such as replacement windows, storm windows, rolling shutched damages. If this contract is for a special order where a product has to be made to expectifications to fit the owner, house, such as replaced and the payable i

to approval by owners of Eagle Window & Siding Inc. at home office.

YOU, THE CONSUMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

EAGLE WINDOW & SIDING INC. is the	As OWNER; I acknowledge receipt of a copy of this Contra	
CONTRACTOR	(Purchaser)	
Ву	(Joint Purchaser)	

EAGLE WINDOW & SIDING INC. WISHES TO THANK YOU FOR YOUR BUSINESS. OUR GOAL IS TO GIVE YOU 100% SATISFACTION.

R8P-235

Parcel Number	Site Address	Owner Name & Address
19-2-08-21-16-404-017	600 WOOD RIVER AVE	FAHNESTOCK PROPERTIES LLC
Tax Year	WOOD RIVER, IL 62095	4803 PEAR TREE LN GODFREY, IL, 62035
2023 (Payable 2024)		, , , , , , , , , , , , , , , , , , , ,
Sale Status	Neighborhood Code	Land Use
None	9999.9	0330 - Improved - Commercial
Property Class	Tax Code	Tax Status
0060 - IMPROVED COMMERCIAL	1015 - #15 #14; WOOD RIVER CTY & TIF #3	Taxable
Net Taxable Value	Tax Rate	Total Tax Pay Ta
44,590	8.600700	\$3,892.22
Township	Acres	Mailing Address
19-WOOD RIVER	0.0000	
1977 Assessment	Lot Size	TIF Base Value
7,080		34,080

33'

### **FRAME**

Office Building **41'** 1353.0 sf **10'H** 

33'

Skatch by Anay Skatch

Billing	Billing								
Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	07/03/2024	\$958.76	\$0.00	\$0.00	\$57.18	\$1,015.94	\$1,015.94	6/28/2024	\$0.00
2	09/03/2024	\$958.76	\$0.00	\$0.00	\$0.00	\$958.76	\$958.76	8/22/2024	\$0.00
3	10/03/2024	\$958.76	\$0.00	\$0.00	\$0.00	\$958.76	\$958.76	9/27/2024	\$0.00
4	12/03/2024	\$958.76	\$0.00	\$0.00	\$0.00	\$958.76	\$958.76	11/25/2024	\$0.00
Total		\$3,835.04	\$0.00	\$0.00	\$57.18	\$3,892.22	\$3,892.22		\$0.00

Payment History					
Tax Year	Total Billed	Total Paid	Amount Unpaid		
2023	\$3,892.22	\$3,892.22	\$0.00		
2022	\$3,652.10	\$3,652.10	\$0.00		
2021	\$3,745.54	\$3,745.54	\$0.00		
		Show 15 More			

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	8,620	35,970	0	0	0	44,590	No
Department of Revenue	8,620	35,970	0	0	0	44,590	No
Board of Review Equalized	8,620	35,970	0	0	0	44,590	No
Board of Review	7,960	33,200	0	0	0	41,160	No
S of A Equalized	7,960	33,200	0	0	0	41,160	No
Supervisor of Assessments	7,960	33,200	0	0	0	41,160	No
Township Assessor	7,960	33,200	0	0	0	41,160	No
Prior Year Equalized	7,960	33,200	0	0	0	41,160	No

No Exemptions

Market Land Valuation					
<b>Property Class</b>	Description	Туре	Sq. Ft.	Calc. Acres	Deed Acres
COM - Commercial	SITE VALUE	SITE -	0	0.00	0.00

Structure (1 of 1)

No Farmland Information

Parcel Owner Information		
Name	Tax Bill	Address
FAHNESTOCK PROPERTIES LLC	Y	4803 PEAR TREE LN GODFREY, IL, 62035

Sales	History						
Year	Document #	Sale Type	Sale Date	Notes	Sold By	Sold To	Price
2023	2023R06059	Valid Sale	3/7/2023		GREGORY MOSSMAN	FAHNESTOCK PROPERTIES LLC	\$92,000.00

No Redemptions

District	2023	2022	2021	2020	2019	2018
HARTFORD-W.R. S.D. #15	\$1,181.04	\$1,174.43	\$1,199.79	\$1,204.05	\$1,202.24	\$1,158.65
	+6.61 (0.56%) <b>↑</b>	-25.36 (2.11%) <b>\</b>	-4.26 (0.35%) <b>↓</b>	+1.81 (0.15%) <b>↑</b>	+43.59 (3.76%) <b>↑</b>	+520.12 (81.46%)
WOOD RIVER #3 TIF	\$903.96	\$618.92	\$390.68	\$266.00	\$162.96	\$100.12
	+285.04 (46.05%)	+228.24 (58.42%)	+124.68 (46.87%)	+103.04 (63.23%)	+62.84 (62.76%)	-
E. ALTON-W.R. HS #14	\$802.75	\$779.68	\$806.67	\$813.18	\$794.10	\$801.12
	+23.07 (2.96%) <b>↑</b>	-26.99 (3.35%) <b>↓</b>	-6.51 (0.80%) <b>↓</b>	+19.08 (2.40%) <b>↑</b>	-7.02 (0.88%) <b>↓</b>	+370.57 (86.07%)
CITY OF WOOD RIVER	\$412.95	\$451.42	\$488.33	\$503.33	\$484.69	\$469.45
	-38.47 (8.52%) <b>↓</b>	-36.91 (7.56%) <b>↓</b>	-15.00 (2.98%) <b>↓</b>	+18.64 (3.85%) <b>↑</b>	+15.24 (3.25%) <b>↑</b>	+188.41 (67.04%)
LEWIS & CLARK COLL	\$195.07	\$205.03	\$219.92	\$225.75	\$229.02	\$231.71
#536	-9.96 (4.86%) <b>↓</b>	-14.89 (6.77%) <b>\</b>	-5.83 (2.58%) <b>↓</b>	-3.27 (1.43%) <b>↓</b>	-2.69 (1.16%) <b>↓</b>	+101.87 (78.46%)
MADISON COUNTY	\$148.94	\$163.89	\$177.66	\$186.40	\$195.79	\$202.90
	-14.95 (9.12%) <b>↓</b>	-13.77 (7.75%) <b>↓</b>	-8.74 (4.69%) <b>↓</b>	-9.39 (4.80%) <b>↓</b>	-7.11 (3.50%) <b>↓</b>	+84.76 (71.75%) <b>↑</b>
WOOD RIVER CITY	\$70.95	\$77.12	\$83.36	\$87.72	\$89.53	\$91.95
LIBRARY	-6.17 (8.00%) <b>↓</b>	-6.24 (7.49%) <b>↓</b>	-4.36 (4.97%) <b>\</b>	-1.81 (2.02%) <b>↓</b>	-2.42 (2.63%) <b>↓</b>	+36.26 (65.11%) <b>1</b>
WOOD RIVER	\$56.03	\$58.00	\$59.88	\$60.87	\$61.68	\$62.13
ROAD/BRIDGE	<b>-</b> 1.97 (3.40%) <b>↓</b>	-1.88 (3.14%) <b>↓</b>	-0.99 (1.63%) <b>↓</b>	-0.81 (1.31%) <b>↓</b>	-0.45 (0.72%) <b>↓</b>	+26.49 (74.33%) <b>1</b>
WOOD RIVER TOWNSHIP	\$36.60	\$40.28	\$43.45	\$45.05	\$46.52	\$48.80
	-3.68 (9.14%) <b>↓</b>	-3.17 (7.30%) <b>↓</b>	-1.60 (3.55%) <b>↓</b>	-1.47 (3.16%) <b>↓</b>	-2.28 (4.67%) <b>↓</b>	+21.28 (77.33%) <b>1</b>
ST LOUIS REGION	\$26.75	\$29.31	\$31.46	\$32.65	\$33.91	\$35.61
AIRPORT	-2.56 (8.73%) <b>↓</b>	-2.15 (6.83%) <b>\</b>	-1.19 (3.64%) <b>↓</b>	-1.26 (3.72%) <b>↓</b>	-1.70 (4.77%) <b>↓</b>	+21.22 (147.46%)
Total	\$3,835.04	\$3,598.08	\$3,501.20	\$3,425.00	\$3,300.44	\$3,202.44
	+236.96 (6.59%)	+96.88 (2.77%) <b>↑</b>	+76.20 (2.22%) <b>↑</b>	+124.56 (3.77%)	+98.00 (3.06%)	+127.68 (4.15%)

Permits				
Permit Number	Issue Date	Status	Description	Value
20101900007	2/1/2010	COMPLETE	STG BLDG	19,800.00

•	Legal Information
Leg	gal 1
	Al Description  CKER PARK SUBD LOT 27-28 59.4 X 125

#### Disclaimer

Madison County Government makes every effort to produce and publish the most current and accurate information possible. The information maintained on this website should not be relied upon for any purposes except for those of the Madison County Government staff. Madison County Government accepts no responsibility for the consequences of the inappropriate use or the interpretation of data. No warranties, expressed or implied, are provided for data herein. By proceeding with a property search you are stating that the notice has been read and that you understand and agree with its contents.

#### DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT, BETWEEN MIKE FAHNESTOCK, ON BEHALF OF FAHNESTOCK AGENCY, INC., AND CITY OF WOOD RIVER, FOR 600 N. WOOD RIVER AVE, WOOD RIVER, ILLINOIS

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

#### **PREAMBLE**

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

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

#### **WHEREAS**, Developer owns:

Address: 600 N. Wood River Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

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

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

#### \$ 28,336.00 total

(See Exhibit A); and

**WHEREAS**, Developer estimates the total costs for the development of the Property to be \$28,336.00 (*See* Exhibit A; hereinafter "Project"); and

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

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

- **WHEREAS,** the Project at the Property will enhance property values, facilitate City's TIF #3 growth, improve exterior aesthetics, improve interior aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and
- **WHEREAS,** Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and
- **WHEREAS**, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and
- **WHEREAS**, financing acquisition, building repair, and rehabilitation is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3, pursuant to Ordinance No. 2711, adopted March 15, 2021; and
- **NOW, THEREFORE,** in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:
- **Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.
- **Section 2. Obligation of the Developer**. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:
  - 1. Developer will obtain all building and zoning permits in association with the Project.
  - 2. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.
  - 3. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

#### Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement

regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$28,336.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$14,168.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$14,168.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) commencing with the passing of any applicable inspection.
- d. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

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

- a. Developer shall submit to the City Treasurer all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project.
- b. The City Treasurer shall have thirty (30) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.

CITY'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, employeesor contractors. According to Illinois law, City has statutory tort immunity.

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

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

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

#### **Section 9. Termination of Agreement.**

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

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

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

**Section 11. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third  $(3^{rd})$  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:	To the City:
Fahnestock Agency, Inc. Attention: Mike Fahnestock 600 N. Wood River Ave. Wood River, IL 62095	City of Wood River Attention: City Manager 111 North Wood River Ave Wood River, IL 62095
CITY OF WOOD RIVER, ILLINOIS:	
Mayor	_
FAHNESTOCK AGENCY, INC.	
Agent for Fahnestock Agency, Inc.	_

#### ORDINANCE NO.

# ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH FAHNESTOCK AGENCY, INC. FOR 600 N. WOOD RIVER AVE., AND OTHER ACTIONS RELATED THERETO

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

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

Address: 600 N. Wood River Ave., Wood River, Illinois 62095

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

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

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

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

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

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

- a. Total Estimated TIF #3 District Eligible Costs: \$28,336.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$14,168.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$14,168.00, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) commencing with the passing of any applicable inspection.

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

(See Exhibit A); and

WHEREAS, City desires to authorize the execution of a Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project; 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 Development Agreement, and any other required documents associated with the Development Agreement, between City and Developer (*see* Exhibit A).

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

- Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River.
- Section 2. The Development 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 Development Agreement with the Developer. (**Exhibit A**).
- Section 4. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

and deposited and filed in the Off	City of Wood River, Illinois, approved by the Mayor, fice of the City Clerk, on the of being taken by ayes and noes, and entered upon the
legislative records, as follows:	β
AYES:	
	APPROVED:
	Tom Stalcup
	Mayor
	City of Wood River

Madison County, Illinois

Danielle Sneed City Clerk City of Wood River Madison County, Illinois ORDINANCE NO.

AYES: NAYS:

AN ORDINANCE GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT FOR A HORIZONTAL SUBDIVISION OF PARCEL ID # 19-1-08-23-00-000-005, 1401 VAUGHN RD., WOOD RIVER, IL 62095

WHEREAS, Wood River Storage LLC owns a tract of land in the Southwest Quarter of Section 23, Township 5 North, Range 9 West of the Third Principal Meridian, within the Corporate Limits of the City of Wood River, Madison County, Illinois ("Land"), being more particularly described herein, having been prepared by Sheppard, Morgan & Schwaab, Inc.; and

WHEREAS, the Final Plat, attached hereto as **Exhibit A**, complies with the applicable law respecting a subdivision of land and the requirement for final approval of such subdivision under the City of Wood River Code of Ordinances; and

WHEREAS, the final plat for the subdivision of the Land was approved by the Wood River Plan Commission; and

WHEREAS, said subdivision is hereby presented to the City Council for approval.

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

Section 1. The Land is hereby approved pursuant to the provisions of Ordinance 96-14.

<u>Section 2</u>. The Legal Description is hereby attached as **Exhibit B.** 

<u>Section 3</u>. This ordinance shall be in full force and effect, from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED by the Wood River City Council this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER
ATTEST:	
CLERK OF THE CITY OF WOOD RIVER	
Upon a roll call vote, the following was reco	orded:

#### EXHIBIT A - FINAL PLAT

#### **EXHIBIT B – LEGAL DESCRIPTION**

Commencing at the intersection of the West line of Lot 1 of Wood River Centre Plat 2, recorded in Plat Cabinet 65, Page 166 of Madison County records., with the North right of way line of Illinois Route 111 / S.A.R. 44 / Vaughn Road, 120 feet wide;

Thence S 88°23'21" W, 291.00 feet along said right of way line (basis of bearings is the Illinois State Plane Coordinate System-West Zone, NAD83) to a set iron pin with cap stamped "SMS FIRM#184-00992" (hereinafter referred to as "set iron pin") at the Southwest corner of land conveyed to Schnuck Markets, Inc. by Deed recorded as Document No. 2012R42960 for the Point of Beginning;

Thence continuing S 88°23'21" W, 559.55 feet along said right of way line to a found crimped pipe at the Southeast corner of land conveyed to Judith Domescik by Deed Document No. 2009R30121;

Thence N 01°58'23" W, 1024.94 feet along the East line of said Domescik land and of lands conveyed to Metro Apartments at Wood River, LLC in Deed Document No. 2018R03899 and Lot 5 in Mal Manor Subdivision, recorded in Plat Book 37, page 45 to a set iron pin at the Southwest corner of land conveyed to David Mallory in Deed Document No. 2011R38920; Thence N 88°23'21" E, 850.55 feet along the South line of said Mallory land and Lot 2 in Kumar's Subdivision, recorded in Plat Book 66, Page 78 to a found concrete monument at the Southeast corner of said Lot 2;

Thence S 01°58'23" E, 224.94 feet along the West line of Lot 1 of Wood River Centre recorded in Plat Cabinet 63, Page 330 and the West line of Lot 8 in Wood River Centre Plat 2 recorded in Plat Cabinet 65, Page 166 to a set iron pin at the Northeast corner of said Schnuck Markets, Inc. land:

Thence along the North and West lines of said Schnucks Markets, Inc. land the following (2) courses:

- 1.) S 88°23'21" W, 291.00 feet to a set iron pin the Northwest corner of said Schnuck Markets, Inc. land;
- 2.) S 01°58'23" E, 800.00 feet to the Place of Beginning, containing 638,953 square feet or 14.668 acres of land, more or less.

Subject to all rights-of-way, easements, covenants and restrictions of record, if any.

#### AGENDA PLAN COMMISSION

Wood River City Hall Council Chambers March 20, 2025 7:00 p.m.

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Approval of the minutes of the regular meeting held on July 18, 2024, as printed.
- 4. PC 25-02 Dennis Buehrle of BBi Constructors, 1000 Mid Rivers Mall Dr. Suite 13, St. Peters, MO 63376, is requesting preliminary and final approval of a horizontal subdivision of Parcel ID # 19-1-08-23-00-000-005 located at 1401Vaughn Rd., Wood River, IL 62095. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).
- 5. PC 25-03 City of Wood River, 111 N Wood River Ave., Wood River, IL 62095, is requesting preliminary and final approval of subdividing/combining of Parcel ID # 19-1-08-28-00-000-001 and Parcel ID # 19-1-08-29-00-000-005, located on Enviro Way. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).
- 6. Old Business
- 7. New Business
- 8. Adjournment

<sup>\*</sup>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 accommodations\*

#### PUBLIC HEARING NOTICE

The Wood River Plan Commission will hold a public hearing on Thursday, March 20, 2025, at 7:00 p.m. The meeting will be in the Wood River City Hall Council Chambers located at 111 N. Wood River Avenue. The Public Hearing will gather testimony on the following cases:

#### PC 25-02

Dennis Buehrle of BBi Constructors, 1000 Mid Rivers Mall Dr. Suite 13, St. Peters, MO 63376, is requesting preliminary and final approval of a horizontal subdivision of Parcel ID # 19-1-08-23-00-000-005 located at 1401Vaughn Rd., Wood River, IL 62095. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).

#### PC 25-03

City of Wood River, 111 N Wood River Ave., Wood River, IL 62095, is requesting preliminary and final approval of subdividing/combining of Parcel ID # 19-1-08-28-00-000-001 and Parcel ID # 19-1-08-29-00-000-005, located on Enviro Way. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).

If prospective attendees require an interpreter or other access accommodation needs, 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.

Persons wishing to give testimony concerning this case are encouraged to attend the Public Hearing. For more information regarding this notice, please contact Building Inspector Cody Ellis at (618) 251-3100.

## MINUTES PLAN COMMISSION March 20, 2025

The Wood River Plan Commission meeting was called to order by Chairman Daniels at 7:00 p.m. on Thursday, March 20, 2025, in the Council Chambers at City Hall with the Pledge of Allegiance.

Members Present: Cox, Flack, Maul, Myers, Shaner, Ryan Smith, John Smith, Watts, Daniels (9) Members Absent: Erslon, Kelly (2)

Shaner moved to amend the minutes of the regular meeting held on July 18, 2024, by removing the sentence "his family are true Wood River people," second by Flack, and approved by the following vote:

AYES: Cox, Flack, Shaner, Ryan Smith, John Smith, Watts, Daniels (7)

NAYS: None (0) PRESENT: Maul (1)

Cox moved to approve the minutes of the regular meeting held on July 18, 2024, with the amendment, seconded by Shaner, and approved by the following vote:

AYES: Cox, Flack, Shaner, Ryan Smith, John Smith, Watts, Daniels (7)

NAYS: None (0)

PRESENT: Maul, Myers (2)

Chairman Daniels explained the procedures for a public hearing and that all testimonies must be given under oath. The City Council will formally consider this request at their meeting on April 7, 2025.

PC 25-02 Dennis Buehrle of BBi Constructors, 1000 Mid Rivers Mall Dr. Suite 13, St. Peters, MO 63376, is requesting preliminary and final approval of a horizontal subdivision of Parcel ID# 19-1-08-23-00-000-005 located at 1401 Vaughn Rd., Wood River, IL 62095. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).

Case PC 25-02 was read into the record and Chairman Daniels asked if anyone was present to give testimony.

Scott Weiner of Sheppard, Morgan, and Schwaab Engineers, 730 Ramona Pl., Godfrey, IL 62035, was present and sworn in.

Mr. Weiner stated he is with Sheppard, Morgan, and Schwaab Engineers. He provided an additional colored set of plans to the members to help clear up any confusion. He is present on behalf of BBi Constructors and Wood River Storage. The project is at 1401 Vaughn Road. It is a 14.7-acre tract. It is the location of the repurposed car dealership that is located on Vaughn Road. The present zoning for the property is B-3 Highway Business and the current business operates within that zoning. The request before the Plan Commission is the approval of the preliminary and final plat for Vaughn subdivision. The proposed subdivision consists of a division of the 14.7 acres tract into three parcels. One parcel being 5.8 acres, another parcel being 4.5 acres, and the final being 4.4 acres accordingly. The subdivision does not require the construction of additional infrastructure or pavements. Pavements and utilities already exist on site. The access for the subdivision will partially be part of the existing pavement and then there is a proposed

50-foot access easement. The easement will be privately maintained. In addition, there will be a 30-foot emergency access lane that will be striped within that easement in order to maintain access for emergency vehicles. The colored map he provided to the members outlines what is being proposed. Outlined in red is the existing 14.7-acre parcel, the old car dealership that has been repurposed for indoor storage. The request is for a three-lot subdivision. The blue area, lot three on the north end, is a 4.4-acre tract. The green area is lot two located in the middle section of the map. The third lot is closer to Vaughn Road. On the exhibit the blue hatching will show how access will be platted for all three lots. The north south portion is an existing access easement. They are proposing to extend from that existing easement westerly and northerly to serve all the lots.

Chairman Daniels asked if the colored coded plans provided tonight is the same as the original plans provided with the application.

Mr. Weiner stated yes, it is the same. He was worried that the black and white plans, with all the lines and markings would not fully convey how the configuration of the lots will lay out.

John Smith stated there is too much information on the plans provided to be able to clearly read that.

Chairman Daniels stated he believes the shrinking down of the plans obscured the information provided by the engineers.

John Smith asked who owns the property.

Dennis Buehrle of BBi Constructors, 1000 Mid Rivers Mall Dr. Suite 13, St. Peters, MO 63376, was present and sworn in.

Mr. Buehrle stated it is Wood River Storage doing business as Storco Self Storage. The ownership is not changing during this process.

John Smith asked who the current owner of the property is.

Mr. Buehrle stated James Reed is the owner.

John Smith stated he was looking for a person's name and wandered if James Reed had sold the property.

Mr. Buehrle stated no, James Reed still owns the property.

John Smith asked Mr. Wiener if he is proposing the fire lane to be the access path to get from Vaughn Road to lot two. Then he asked, from lot two, how would lot three be accessed.

Mr. Wiener stated there is a 50-foot strip.

Discussion ensued regarding specific details of the colored plans.

John Smith stated he knows there is a fence.

Mr. Wiener stated it is a gate.

John Smith asked if the gate runs in line with the building.

Mr. Wiener stated the gate is slightly off set from the building so the fire lane is centered in the middle of the gate.

John Smith asked if no one is there to unlock the gate, how would the owner of lot three access that property. He believes they currently have a punch code to access the gated area. He assumes if lot three is sold the new owner will receive that code.

Mr. Wiener stated the easement is recorded along with the plat. It is a dedicated easement and would always remain in place. Legal provisions would have to be made so that if lot three is sold to an independent owner, the owner would have access. Whether that be a key or pass code, legally to maintain access.

John Smith asked, for lot three, is this beyond the current RV storage.

Mr. Weiner stated lot three is the RV storage.

John Smith asked if the owner would get rid of the RV storage.

Mr. Buehrle stated the RV storage is remaining and will not change. If the front lot is parceled out that will make it more marketable. The middle lot is where the existing self-storage facility sits. The back lot is where the existing boat and RV storage is located.

Chairman Daniels asked if there was anyone present to give testimony in favor or against this case.

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Watts moved to forward a favorable recommendation to the City Council to approve case PC 25-02 as requested, seconded by Shaner and approved by the following vote:

AYES: Cox, Flack, Maul, Shaner, Ryan Smith, John Smith, Watts, Daniels (8) NAYS: Myers (1)

Findings of Fact in Favor: The property in question is suitable for the proposed development

based on the following: reconfiguration of the existing lots will

allow for development.

Findings of Fact in Favor: The property in questions is not suitable for the proposed

development based on the following: the City will have problems

at a later date if this is sold as described at this time.

PC 25-03 City of Wood River, 111 N Wood River Ave., Wood River, IL 62095, is requesting preliminary and final approval of subdividing/combining of Parcel ID# 19-1-08-28-00-000-001 and Parcel ID# 19-1-08-29-00-000-005, located on Enviro Way. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).

Case PC 25-03 was read into the record and Chairman Daniels asked if anyone was present to give testimony.

City Manager Steve Palen, 132 Illini Lane, Wood River, IL 62095, was present and sworn in.

City Manager Steve Palen stated the larger parcel on the east side of Enviroway shares a Parcel ID with the sliver on the west side of Enviroway. It is adjacent to the larger parcel on the west side. The request is to separate the sliver on the west side of the road from the larger parcel on the east side and combine it with the parcel on the west side. The parcel on the west side of the road also shares a Parcel ID number with the parcel that is located behind the recycling facility. The parcel behind the recycling facility will be subdivided, giving it a new Parcel ID number. The goal is to clean up the parcels on Enviroway, as there has been some interest in development. There are two separate parcels that share a Parcel ID, so it will be subdivided to give each its own Parcel ID number. Lastly, there is a parcel separated by the road, so it is being proposed to subdivide that parcel and combine the sliver that it sits adjacent to.

Chairman Daniels asked City Manager Steve Palen to confirm that the parcel that is divided by the road will be separated, then combined with the parcel that it sits adjacent to on the same side of the road.

City Manager Steve Palen stated that is correct. That same parcel that the sliver being is combined with, shares a Parcel ID number with the parcel located behind the recycling facility. That parcel will be separated and will then be given a new Parcel ID number.

Discussed ensued regarding the printed plans for the subdivision, clarifying which parcels are being discussed.

City Manager Steve Palen stated there is not a right of way now but one will be established to allow access to the parcel located behind the recycling facility. The parcel is completely landlocked and will be accessible from the cul-de-sac.

Chairman Daniels asked, to clarify, this application is requesting both, to join that sliver with the existing parcel on the same side of the road and to assign a new Parcel ID number to the parcel that currently shares the same Parcel ID number, located behind the recycling facility.

City Manager Steve Palen stated yes, that is correct. The county will be the one to assign the new Parcel ID number. He explained that is why the application states dividing and combining.

Shaner asked if it can be assumed that this combining effort is due to interest in this property.

City Manager Steve Palen stated yes.

John Smith asked when the Enviropark was created if it was all one combined parcel.

City Manager Steve Palen stated as far as he knows it has never been a combined parcel.

John Smith stated that in the future someone might want to subdivide the parcel on the east side of the road, between DuBois Trail and Smith Ct.

City Manager Steve Palen stated that it is close to 50 acres.

Chairman Daniels asked if there was anyone present to give testimony in favor or against this case.

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

John Smith moved to forward a favorable recommendation to the City Council to approve case PC 25-03 as requested, seconded by Maul and approved by the following vote:

AYES: Cox, Flack, Maul, Shaner, Ryan Smith, John Smith, Watts, Daniels (8)

NAYS: None (0) ABSTAIN: Myers (1)

Findings of Fact in Favor:

The property in question is suitable for the proposed development

based on the following: allows the existing parcel more flexibility

for zoned use.

Old Business: None

New Business: None

The Plan Commission meeting adjourned at 7:36 p.m.

Respectfully, Emily Hansard Commission Secretary City of Wood River 111 North Wood River Avenue Wood River, Illinois 62095 (618) 251-3100 Phone (618) 251-3102 Fax www.woodriver.org

# Planning Commission Request for Hearing

DO NOT WRITE BELOW THIS SPACE: FOR OFF	MOR OBE OTHER
Application #	Date set for hearing
PC 25-02	March 20,2025
Date application was received	Date Notice Published
February 24,2025	March 5, 2025
Fee Paid	Publishing Newspaper
\$ 750 00	The Telegraph
100.00	Date letter sent to applicant
Hearing type:  ( ) General Amendment ( ) Permitted Use Amendment ( ) Special Use Amendment ( ) Planned Unit Development ( ) Annexation ( X ) Subdivision Review ( ) Kennel	March 10,2025
Action by the Planning Commission:  ( ) Denied ( ) Approved ( ) Approved with modification	
Comments:	
	,

#### **Applicant Information**

Application must include a site plan as described on the following page. Documentary evidence shall be accepted as evidence in applicant's behalf, to include, engineering reports, topographical maps, photographs, etc.

A public hearing will be scheduled within a reasonable time as established by the Planning Commission. A notice of this hearing must be published in a newspaper of general circulation in the local area at a minimum of 15 days prior to the hearing. The

Applicant will be notified, by mail, of the time and place of the hearing at a minimum of 10 days prior to the hearing date. The applicant, or a duly authorized agent, must appear at the hearing to present the information as so stated in this application.

Each application for an amendment may only contain (1) parcel/property. If you're project consists of more than (1) parcel/property, you may submit an OVERALL PROJECT PLAN detailing your intent. However, the Zoning Administrator and the Planning Commission will review each parcel/property on its own merit, with the understanding of the impact any decision will have on the remaining parcels/properties included in the project plan. Each request will be assessed the appropriate fee per application.

What are you applying for? (definitions listed below):

(	)	General Amendment	\$300,00
į	Ó	Permitted Use Amendment	\$300.00
Ì	)	Special Use Amendment	\$300.00
Ò	j.	Planned Unit Development	\$500.00
ì	-	Annexation	\$300,00
Ò	,	Subdivision Review	\$500.00
ì.		Kennel	\$250.00

AMENDMENT (2 Types):

A change in the provisions of the City of Wood River's Zoning Ordinance.

#### A) PERMITTED USE

Any use, which is or may be lawfully established in a particular district(s), provided it confirms with all the requirements applicable to that district(s).

#### B) SPECIAL USE

A use that has unusual operation, physical, or other characteristics which distinguish it from the Permitted uses of a district. By complying with certain restrictions, the special use can be made compatible with the intended overall development of the district in which it is intending to locate.

Name of Applicant Address City/State/Zip	BBi Constructors (attn: Dennis Buehr 1000 Mid Rivers Mall Drive - Suite 13 St. Peters, MO 63376	<u>le)</u>
Phone	314-373-0491	
Property interest of  ( ) Owner  ( ) Contract pure  ( ) Lessee  ( X ) Other Owner		

Name of Owner(s) Wood River Storage, LLC
(if different than applicant)
250 Flaine Drive
City/State/Zip U Fallott, IVIO 03308
Phone
Description of Property:
Address 1401 Vaughn Road, Wood River, IL 62095
Parcel ID# 19-1-08-23-00-000-005
Lot
Block
Subdivision
Present Zoning Classification (circle one):
A R-1 R-2 MR-3 MR-4 MR-5 MH BD B-1 B-2 B-3 BPE I CR FP
Present use of the property (if any uses or building on the property are non-conforming,
and adopted to
Present use of the property is commercial storage, consistent with permitted
uses in Permitted Uses, Article 4-12.2 of the WR Zoning Code
Present deed and/or tract restrictions, and date of expiration, (if any) which apply to the
property:
State exactly what is intended to be done with the property which does not conform with the existing zoning regulations, along with relevant paragraphs of the Ordinance, by section number, if known:

List the hardship(s) you feel you are faced with conce	erning your particular lot/request:
	A STATE OF THE STA
Attach a site plan to this application, large enoughous the following information:	h for clarity, and legible enough to
1. Location and dimensions of (when applicable):	
A) Lot size and lot lines	
B) Buildings	
C) Driveways	
D) Parking spaces	
<ul> <li>E) Labeled streets and alleys</li> </ul>	
F) Signs	a leastions widths and nurnoses
G) Easements-existing and proposed, showing	ig tocations, within that barbones
H) Underground utilities	
I) Fences	
J) Water well	
K) Septic tanks	
L) Right of ways	
M) North arrow indicator	
2. Distance between:	
A) Buildings and front, side, and rear lot line	S
D) Deinsing building and accessory buildings	
C) Principal building and principal buildings	on adjacent lots
3. Any additional information as may be reasonably	requested by the Zoning
Administrator.	

If the information submitted to the Zoning Administrator is vague, unreasonably illegible, or misleading the application will be returned as unacceptable.

The applicant is hereby obligated to follow the plans as submitted to the Zoning Administrator and the Planning Commission. If at any time, after a request for an amendment has been authorized, the applicant does not follow the plans as submitted, the applicant will be subject to prosecution as authorized under Section 1-4.4 of the City of Wood River's Zoning Ordinance.

'Attach to this application the appropriate fee, in accordance with Ordinance No. 96-14, to cover the cost of the advertising and processing of this application.

I certify that all the statements in this application, and any statements contained in any additional material submitted, are true and accurate to the best of my knowledge.

Signature of Applicant

Date

Signature of James Reid

Owner(s)\_\_\_\_

(if different than applicant)

Return application and fee to:

Attach to this application the appropriate fee, in accordance with Ordinance No. 96-14, to cover the cost of the advertising and processing of this application.

I certify that all the statements in this application, and any statements contained in any additional material submitted, are true and accurate to the best of my knowledge.

Signature of Applicant		Date 2-26-25
Signature of Owner(s)	$\sim$	
(if different than applicant)		

Return application and fee to:

Attach to this application the appropriate fee, in accordance with Ordinance No. 96-14, to cover the cost of the advertising and processing of this application.

I certify that all the statements in this application, and any statements contained in any additional material submitted, are true and accurate to the best of my knowledge.

Signature of Applicant

Date

Signature of Owner(s)

(if different than applicant)

Return application and fee to:

	NO. PC 2S-02 HEARING DATE: 3/20/25 RMAN: JESSE DONNES
	dment Request: Approve Disapprove Approve w/ modifications
1.	The proposed amendment WILL / WILL NOT adversely affect the surrounding
	properties based on the following items (noise, traffic, parking, character of use):
2.	The property in question IS / IS NOT suitable for the proposed zoning based on the following:
3.	The amendment WILL / WILL NOT grant special privileges to the applicant not enjoyed by other property owners in similar situations based on:
4.	The amendment WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here:
N(	OTES:
 xənn	xation Request: Approve Disapprove
1.	(fire, police) based on:
2.	The annexation WILL / WILL NOT substantially increase the demand for public utilities
	(water, sewer, gas, etc.) based on:
3.	The annexation WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here:
NO	OTES:

bdiv	vision Request: Approve Disapprove Approve w/ modifications
1.	The proposed development WILL / WILL NOT adversely affect the surrounding properties based on the following items (noise, traffic, parking, character of use):
2.	The proposed development DOES / DOES NOT comply with the requirements of the Subdivision Ordinance based on:
3.	The property in question IS/IS NOT suitable for the proposed development based on the following: IL feet that the complete have have the have the following of a feet of the first of the f
4.	The proposed development WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive plans as listed here:
5.	The proposed development DOES / DOES NOT substantially comply with the preliminary plat previously approved by the City based on:
6.	The variances to the Subdivision Ordinance requested for this proposed development SHOULD / SHOULD NOT be granted based on:

SE I	NO. PC 25-02 NO. JESSE DAMIEL	(HEAI	RING DATE	: 3/20/25
	dment Request: Approve		{ Appr	ove w/ modifications
	The proposed amendment WILL / properties based on the following is			<del>-</del> -
2.	The property in question IS / IS Notes following:			_
	The amendment WILL / WILL NO	4	Table :	
4,	The amendment WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here:			
NC	OTES:	·		
nnex	xation Request: Approve	Disapprove_		
1.	The annexation WILL / WILL NO (fire, police) based on:			<del>-</del>
2.	The annexation WILL / WILL NO (water, sewer, gas, etc.) based on:	_		-
3.	The annexation WILL / WILL NO and/or Comprehensive Plan as list	OT be in harmon	y with the Ci	ity's Zoning Ordinance
NC	OTES:			

	1997年 -
bdi	vision Request: Approve 🗶 Disapprove Approve w/ modifications
1.	The proposed development WILL / WILL NOT adversely affect the surrounding
	properties based on the following items (noise, traffic, parking, character of use):
2.	The proposed development DOES / DOES NOT comply with the requirements of the Subdivision Ordinance based on:
3.	The property in question (IS) / IS NOT suitable for the proposed development based on the following:  ALLOWS THE EXISTING PARCEL MORE FLEXIBILITY  FOR ZONED USE
4.	The proposed development WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive plans as listed here:
5.	The proposed development DOES / DOES NOT substantially comply with the preliminary plat previously approved by the City based on:
	The variances to the Subdivision Ordinance requested for this proposed development



111 Wood River Avenue Wood River, IL 62095-1938 Telephone 618-251-3100 Fax 618-251-3102

March 10, 2025

BBi Constructors Attn: Dennis Buehrle 1000 Mid Rivers Mall Drive Suite 13 St. Peters, MO 63376

#### Dear Applicant:

Your request for preliminary and final approval of minor horizontal subdivision of Parcel ID # 19-1-08-23-00-000-005 commonly known as 1401Vaughn Rd., Wood River, IL 62095. Will be presented at a public hearing on Thursday, March 20, 2025, at 7:00 p.m. in the Wood River City Hall Council Chambers located at 111 N. Wood River Avenue., Wood River. The following information is provided as a guide to the procedural requirements at public hearings before the Plan Commission.

- 1) All hearings must be open to the public.
- 2) All persons with interests before the Plan Commission are:
  - (A)Entitled to cross examine witnesses testifying.
  - (B)Entitled to present witnesses in their own behalf.
  - (C)Entitled to appear in person or be represented by an attorney or agent.
- 3) Testimony of all witnesses will be given under oath.
- 4) The Chairman or Acting Chairman will conduct all hearings.
- 5) Hearings cannot be conducted without a quorum of the Commission present.
- The purpose of the public hearing is to ensure that all interested parties have an opportunity to be fully and fairly heard.
- 7) Minutes of the proceedings will record the vote of each member.
- 8) All decisions of the Commission will be accompanied by findings of fact.

If you are unable to attend the hearing, please contact me at 251-3100.

Sincerely,

Cody Ellis

**Building Inspector** 

CC: File



#### **Planning Commission Memorandum**

#### Case PC 25-02

<u>Surrounding Land Use</u>: B-3 Highway Business, MR-4 Multi- Family, B-2 Community Business

**Request:** Dennis Buehrle of BBi Constructors, 1000 Mid Rivers Mall Dr. Suite 13, St. Peters, MO 63376, is requesting preliminary and final approval of a horizontal subdivision of Parcel ID # 19-1-08-23-00-000-005 located at 1401 Vaughn Rd., Wood River, IL 62095. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).

**<u>Background Information</u>**: Plans to subdivide to make land more marketable for sale.

**Recommendation:** The city recommends the subdivision.

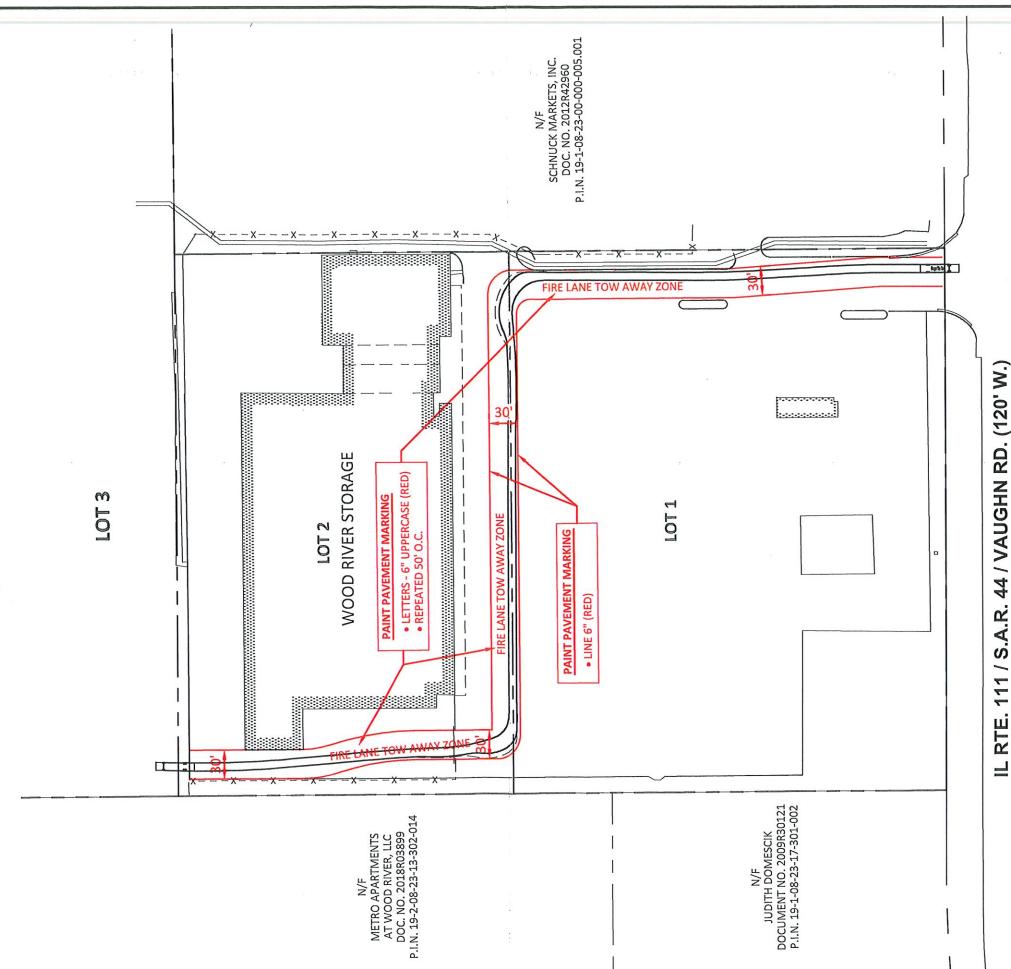


DWN BY: GF DWG #
CK BY: SW REF BK PG
BBI CONSTRUCTORS (511217) 1404 VAUGHN RD-FIRE LANE STRIPING PLANLANG
DESIGN FIRM # 184—000992

DATE: 02/21/2025

**RIVER STORAGE** WOOD

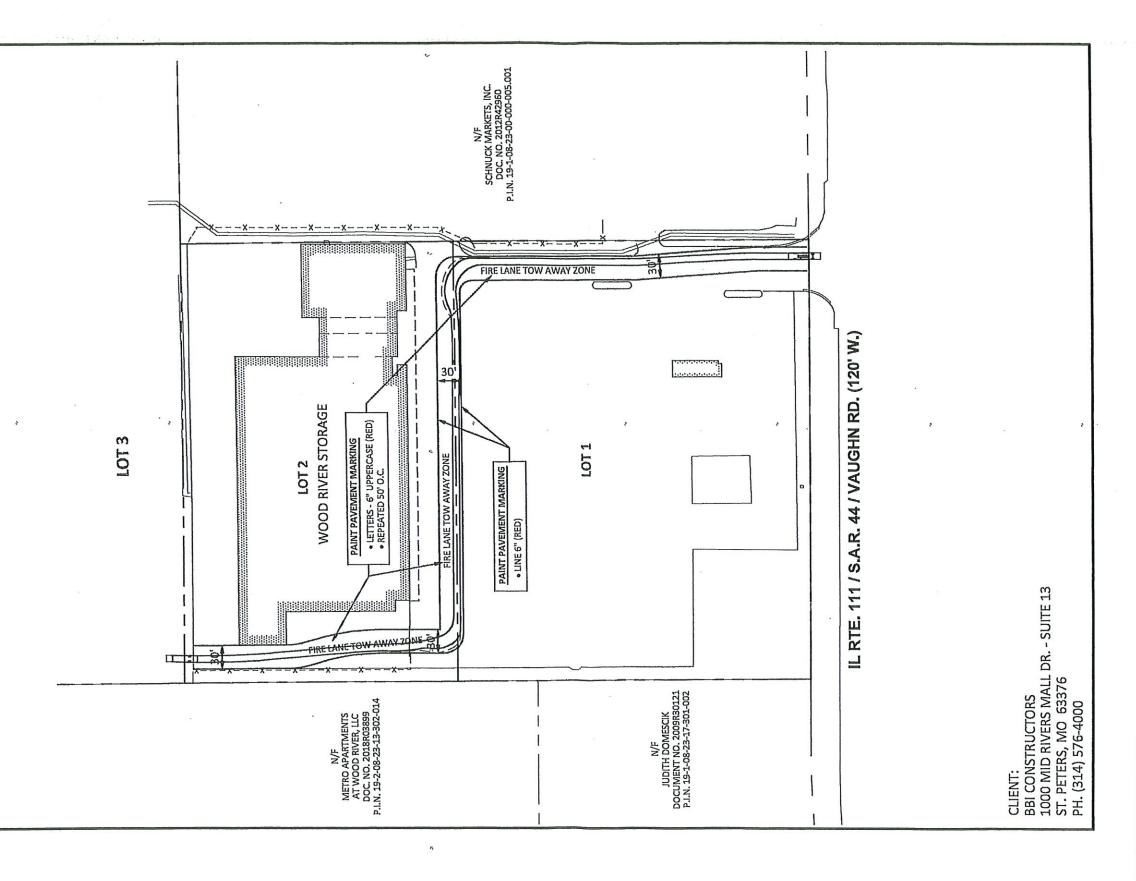
FIRE LANE STRIPING PLAN

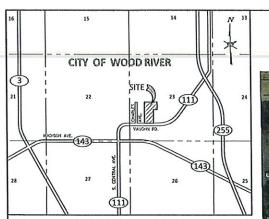


CLIENT:
BBI CONSTRUCTORS
1000 MID RIVERS MALL DR. - SUITE 13
ST. PETERS, MO 63376
PH. (314) 576-4000



# WOOD RIVER STORAGE FIRE LANE STRIPING PLAN





**LOCATION MAP** NOT TO SCALE

60 60

#### LEGEND

CRIMPED TOP FOUND - oCT REBAR FOUND - o RBR CONCRETE MONUMENT FOUND - FT REBAR SET - 0 FENCE - --- -

RECORD INFO - ( ) MEASURED - [ ]

SETBACK LINE

PROPOSED EASEMENT - - - - - - - -

# NOTES:

- 1. The subject property shown hereon is vested in Wood River Storage LLC per Deed Document No. 2018R37485, Madison County, I
- 2. Current Zoning: B-3 Highway Business Districts
- Property corners will be set in accordance with the Elinois Administrative Code, Title 68, chapter VII, Section 1270.56 Minimum Standards of Practice,

#### I.D.O.T. CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Illinois revised Statutes (765 ILCS 205/2). A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department for any future changes to

Region 5 Engineer

8BI Contructors 1000 Mid Rivers Mall Drive - Suite 13 St. Peters, Missouri 63376 Ph. (314) 576-4000

#### **VAUGHN ROAD SUBDIVISION**

#### FINAL PLAT

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS PROJECT NO. 511217.0 FEBRUARY, 2025

PROPERTY CONTAINS: 638,953 SQ. FT. / 14.668 AC.±

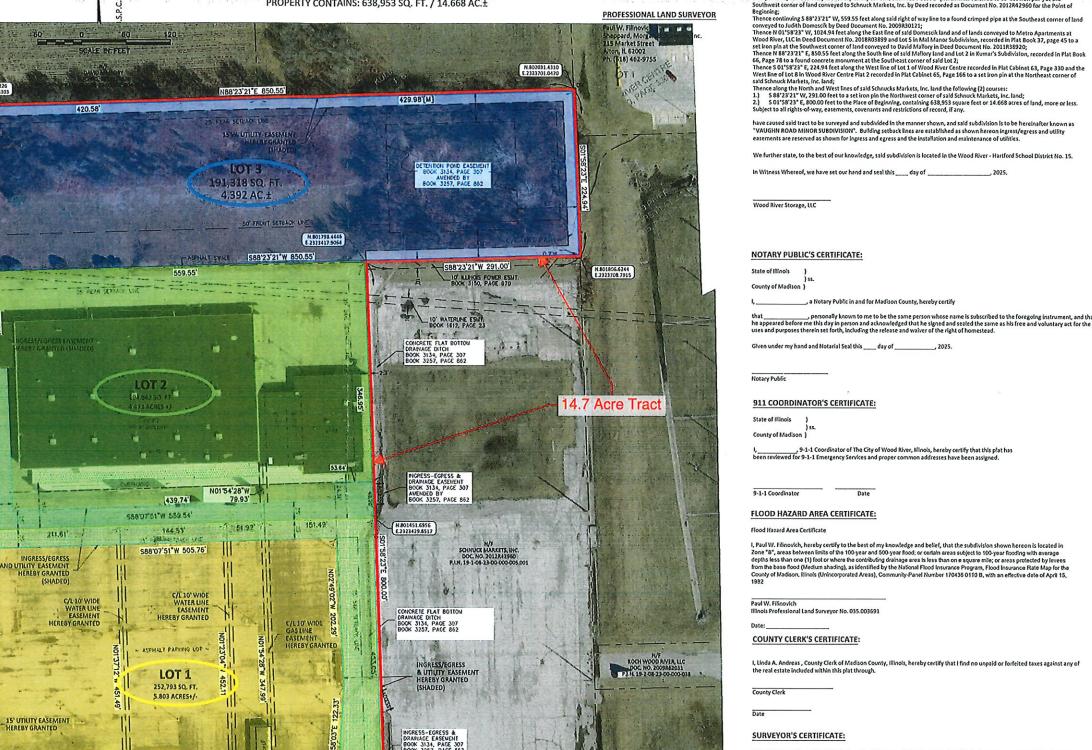
#### OWNER

WOOD RIVER STORAGE, LLC O'FALLON, MO 63366

#### SUBDIVIDER

BBI Constructors 1000 Mid Rivers Mall Drive - Suite 13 St. Peters, Missouri 63376 Ph. (314) 576-4000

#### PROFESSIONAL LAND SURVEYOR



S88'23'21"W 291.00"

- P.O.B.

- P.O.C.

143.34

142.67

S88'23'21"W 559.55'

IL RTE. 111 / S.A.R. 44 / VAUGHN RD. (120' W.)

#### OWNER'S CERTIFICATE:

Wood River Storage, LLC, being the owner of a tract of land located in the Southwest Quarter of Section 23, Township 5 North, Range 9 West of the Third Principal Meridian, within the Corporate Limits of the City of Wood River, Madison County, illinois, being more fully described as follows:

Commencing at the Intersection of the West line of Lot 1 of Wood River Centre Plat 2, recorded in Plat Cabinet 65, Page 166 of Madison County records, with the North right of way line of Illinois Route 111 / S.A.R. 44 / Vaughn Road, 120 feet wide; Thence 588 '23' 21' W. 291.00 feet along said right of way line (basis of bearings is the Illinois State Plane Coordinate System-West Zone, RADB33) to a set from plu with cap stamped "SMS FIRMF184-00992" (hereinafter referred to as "set iron pin") at the Southwest corner of land conveyed to Schnuck Markets, Inc. by Deed recorded as Document No. 2012R42960 for the Point of Basicology.

have caused said tract to be surveyed and subdivided in the manner shown, and said subdivision is to be hereinafter known as "VAUGHN ROAD MINOR SUBDIVISION". Building setback lines are established as shown hereon ingress/egress and utility easements are reserved as shown for ingress and egress and the installation and maintenance of utilities.

We further state, to the best of our knowledge, said subdivision is located in the Wood River - Hartford School District No. 15.

In Witness Whereof, we have set our hand and seal this	day of	, 2025.

that	personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that
he appeared	before me this day in person and acknowledged that he signed and sealed the same as his free and voluntary act for the
uses and pu	rooses therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this	day of	, 2025.

I, \_\_\_\_, 9-1-1 Coordinator of The City of Wood River, Illinois, hereby certify that this plat has been reviewed for 9-1-1 Emergency Services and proper common addresses have been assigned.

I, Paul W. Filinovich, hereby certify to the best of my knowledge and belief, that the subdivision shown hereon is located in Zone "B", areas between limits of the 100-year and 500-year flood, or certain areas subject to 100-year flooding with average depths less than one (1) fool or where the contributing drainage area is less than one square mile; or areas protected by levees from the base food (Medium shading), as identified by the National Flood Insurance Program, Flood Insurance Rate May for the County of Madison, Illinois (Unincorporated Areas), Community-Panel Number 170436 0110 B, with an effective date of April 15,

I, Linda A. Andreas , County Clerk of Madison County, Illinols, hereby certify that I find no unpaid or forfeited taxes against any of the real estate included within this plat through.

I, Paul W. Filinovich, an Illinois Professional Land Surveyor, do hereby certify that this plat is a correct representation of a survey made under my direct supervision at the request of the owner for the purpose of subdividing a tract of land in the Southwest 1/4 of Section 23, Township 5 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois, into the lot as shown. The land is located in the City of Wood River which has adopted a City plan and is exercising the special power authorized by Division 12 Article 11 of the Illinois Municipal Code, as now or hereafter amended.

Moreover, I hereby certify that the land embraced within said plat does not border upon or include any public waters of the State of Illinois, nor in which the State has any property rights. Iron plns have been set per Illinois Minimum Standards Section 1270.56(d)(1). This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.







SCALE: 1"=60"

ORDINANCE NO.

AYES: NAYS:

AN ORDINANCE GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT SUBDIVIDING AND COMBINING PARCEL ID # 19-1-08-28-00-000-001 AND PARCEL ID # 19-1-08-29-00-000-005, LOCATED AT ENVIRO WAY

WHEREAS, City of Wood River, Illinois owns a tract of land in the Northeast 1/4 of Section 29, Township 5 North, Range 9 West of the Third Principal Meridian, and being that portion of land conveyed to the City of Wood River by Deed Book 3388, Page 1440, Madison County, Illinois ("Land"), being more particularly described herein, having been prepared by Sheppard, Morgan & Schwaab, Inc.; and

WHEREAS, the Final Plat, attached hereto as **Exhibit A**, complies with the applicable law respecting a subdivision of land and the requirement for final approval of such subdivision under the City of Wood River Code of Ordinances; and

WHEREAS, the final plat for the subdivision of the Land was approved by the Wood River Plan Commission; and

WHEREAS, said subdivision is hereby presented to the City Council for approval.

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

Section 1. The Land is hereby approved pursuant to the provisions of Ordinance 96-14.

Section 2. The Legal Description is hereby attached as **Exhibit B.** 

<u>Section 3</u>. This ordinance shall be in full force and effect, from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED by the Wood River City Council this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER
ATTEST:	
CLERK OF THE CITY OF WOOD RIVER	
Upon a roll call vote, the following was recor	rded:

#### EXHIBIT A - FINAL PLAT

#### **EXHIBIT B – LEGAL DESCRIPTION**

SURVEYOR'S LEGAL DESCRIPTION – LOT 1 ENVIROTECH BUSINESS PARK ADDITION NO. 2

Commencing at a found iron pin at the Southwest corner of Lot 1 in Envirotech Business Park - Addition No. 1, recorded in Plat Cabinet 60, Page 152;

Thence N 01°57′29" W, 200.41 feet along the West line of said Lot 1 (basis of bearings is the Illinois State Plane Coordinate System-West Zone, NAD 83) to a found crimped top iron pipe found at the Northeast corner of land conveyed to Koch Nitrogen, Inc. by Deed Book 3710, Page 701, for the Point of Beginning;

Thence S 87°59'50" W, 406.40 feet along the North line of said Koch Nitrogen, Inc. land to a set 5/8" iron pin with cap stamped "SMS Firm #184-00992" (hereinafter referred to as "set iron pin") at the Southeast corner of land conveyed to said Koch Nitrogen, Inc. and described as "Tract 1" in Deed Book 4391, Page 430;

Thence Northeasterly 314.51 feet along the arc of a curve to the right, having a radius of 426.80 feet and a chord of N 14°33'28" E, 307.44 feet to a set concrete monument on the North line of the Northeast 1/4 of said Section 29:

Thence N 89°27'02" E, 548.60 feet along said North line to a set iron pin at the Northwest corner of said Lot 1;

Thence southwesterly and West along the Westerly line of said Lot 1 the following (2) courses;

- 1.) S 10°20'14" W, 287.41 feet along the West line of said Lot 1 to a set concrete monument at an angle point;
- 2.) S 87°59'50" W, 168.23 feet to the Place of Beginning, containing 167,998 square feet, or 3.857 acres of land, more or less.

Subject to all rights-of-way, easements, covenants and restrictions of record, if any.

City of Wood River 111 North Wood River Avenue Wood River, Illinois 62095 (618) 251-3100 Phone (618) 251-3102 Fax www.woodriver.org

# Planning Commission Request for Hearing

DO NOT WRITE BELOW THIS SPACE: FOR OFFICE	USE ONLY
Application #	Date set for hearing
PC 25-03	March 20,2025
Date application was received	Date Notice Published
February 25,2025 Fee Paid  \$ 111	MOY CN 5, 2025 Publishing Newspaper The Telegraph
NIA	Date letter sent to applicant
Hearing type:  ( ) General Amendment ( ) Permitted Use Amendment ( ) Special Use Amendment ( ) Planned Unit Development ( ) Annexation ( ) Subdivision Review ( ) Kennel	March 10, 2029
Action by the Planning Commission:  ( ) Denied ( ) Approved ( ) Approved with modification	
Comments:	

#### **Applicant Information**

Application must include a site plan as described on the following page. Documentary evidence shall be accepted as evidence in applicant's behalf, to include, engineering reports, topographical maps, photographs, etc.

A public hearing will be scheduled within a reasonable time as established by the Planning Commission. A notice of this hearing must be published in a newspaper of general circulation in the local area at a minimum of 15 days prior to the hearing. The

Applicant will be notified, by mail, of the time and place of the hearing at a minimum of 10 days prior to the hearing date. The applicant, or a duly authorized agent, must appear at the hearing to present the information as so stated in this application.

Each application for an amendment may only contain (1) parcel/property. If you're project consists of more than (1) parcel/property, you may submit an OVERALL PROJECT PLAN detailing your intent. However, the Zoning Administrator and the Planning Commission will review each parcel/property on its own merit, with the understanding of the impact any decision will have on the remaining parcels/properties included in the project plan. Each request will be assessed the appropriate fee per application.

What are you applying for? (definitions listed below):

(	)	General Amendment	\$300,00
(	)	Permitted Use Amendment	\$300.00
į	)	Special Use Amendment	\$300.00
į	)	Planned Unit Development	\$500.00
į	)	Annexation	\$300.00
()	()	Subdivision Review	\$500.00
ĺ	)	Kennel	\$250.00

#### AMENDMENT (2 Types):

A change in the provisions of the City of Wood River's Zoning Ordinance.

#### A) PERMITTED USE

Any use, which is or may be lawfully established in a particular district(s), provided it confirms with all the requirements applicable to that district(s).

#### B) SPECIAL USE

A use that has unusual operation, physical, or other characteristics which distinguish it from the Permitted uses of a district. By complying with certain restrictions, the special use can be made compatible with the intended overall development of the district in which it is intending to locate.

Name of Applicant City of Wood River  Address III N Wood River Avenue  City/State/Zip Wood River IL 62095  Phone 618-251-3100	
Property interest of applicant:	
Owner Owner	
( ) Contract purchaser	
( ) Lessee	
( ) Other	

Name of Owner(s)
(if different than applicant)
Address
City/State/Zip
Phone
Description of Property:  Address Parcel ID# 19-1-08-29-00-005, 19-1-08-28-00  Lot Block Subdivision  Present Zoning Classification (circle one):
A R-1 R-2 MR-3 MR-4 MR-5 MH BD B-1 B-2 B-3 BPE I CR FP WRBP
Present use of the property (if any uses or building on the property are non-conforming, so state):
Present deed and/or tract restrictions, and date of expiration, (if any) which apply to the property:
State exactly what is intended to be done with the property which does not conform with the existing zoning regulations, along with relevant paragraphs of the Ordinance, by section number, if known:
·

٠.

000-

List the hardship(s) you feel you are faced with concerning your particular lot/request	:
N/A	
	-
	,
Attach a site plan to this application, large enough for clarity, and legible enoug show the following information:	h to
1. Location and dimensions of (when applicable):	
A) Lot size and lot lines	
B) Buildings	
C) Driveways	
D) Parking spaces	
B) Labeled streets and alleys	
<ul><li>F) Signs</li><li>G) Easements-existing and proposed, showing locations, widths and purposes</li></ul>	\$
G) Easements-existing and proposed, showing footnois, whethe the perpentation	
H) Underground utilities	
<ul><li>I) Fences</li><li>J) Water well</li></ul>	
K) Septic tanks	
L) Right of ways	
M) North arrow indicator	
2. Distance between:	
A) Buildings and front, side, and rear lot lines	
Principal building and accessory buildings	
C) Principal building and principal buildings on adjacent lots	
3. Any additional information as may be reasonably requested by the Zoning Administrator.	
4 4 164 (	1 1

If the information submitted to the Zoning Administrator is vague, unreasonably illegible, or misleading the application will be returned as unacceptable.

The applicant is hereby obligated to follow the plans as submitted to the Zoning Administrator and the Planning Commission. If at any time, after a request for an amendment has been authorized, the applicant does not follow the plans as submitted, the applicant will be subject to prosecution as authorized under Section 1-4.4 of the City of Wood River's Zoning Ordinance.

Attach to this application the appropriate fee, in accordance with Ordinance No. 96-14, to cover the cost of the advertising and processing of this application.

I certify that all the statements in this application, and any statements contained in any additional material submitted, are true and accurate to the best of my knowledge.

Signature of Applicant

Signature of Owner(s)

(if different than applicant)

Return application and fee to:

SE 1 (AIR	MAN: JESSE DANIELS HEARING DATE: 3/20/25		
	Iment Request: Approve Approve w/ modifications		
1.	The proposed amendment WILL / WILL NOT adversely affect the surrounding		
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	The property in question IS / IS NOT suitable for the proposed zoning based on the 'following:		
3.	The amendment WILL / WILL NOT grant special privileges to the applicant not enjoyed by other property owners in similar situations based on:		
4.	The amendment WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here:		
NC	DTES:		
	The annexation WILL / WILL NOT substantially increase the demand for public services (fire, police) based on:		
2.	The annexation WILL / WILL NOT substantially increase the demand for public utilities (water, sewer, gas, etc.) based on:		
3.	The annexation WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive Plan as listed here:		

vision Request: Approve Approve w/ modifications	
The proposed development WILL / WILL NOT adversely affect the surrounding properties based on the following items (noise, traffic, parking, character of use):	
The proposed development DOES / DOES NOT comply with the requirements of the Subdivision Ordinance based on:	
The property in question IS IS NOT suitable for the proposed development based on the following:    RECONFIGURATION OF EXISTING LOTS WILL	
ALLOW FOR DEVELOPMENT	
The proposed development WILL / WILL NOT be in harmony with the City's Zoning Ordinance and/or Comprehensive plans as listed here:	
The proposed development DOES / DOES NOT substantially comply with the preliminary plat previously approved by the City based on:	
The variances to the Subdivision Ordinance requested for this proposed development SHOULD / SHOULD NOT be granted based on:	
OTES:	

#### **Planning Commission Memorandum**

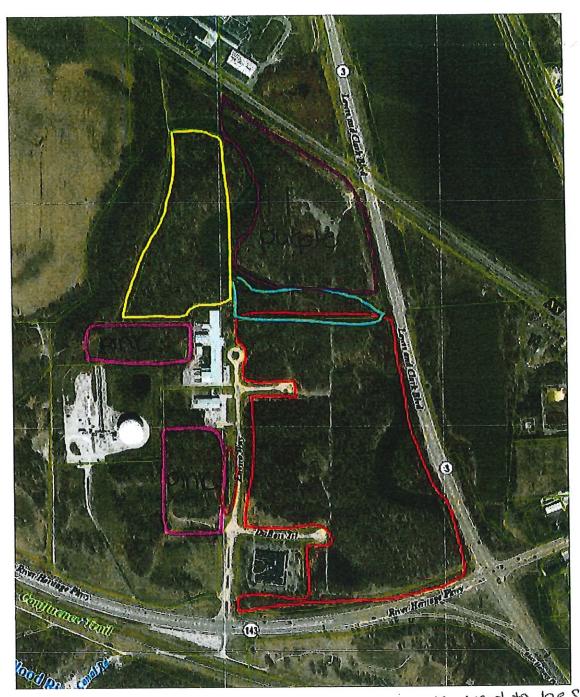
#### Case PC 25-03

<u>Surrounding Land Use</u>: B-3 Highway Business, MR-4 Multi- Family, B-2 Community Business

**Request**: City of Wood River, 111 N Wood River Ave., Wood River, IL 62095, is requesting preliminary and final approval of subdividing/ combining of Parcel ID # 19-1-08-28-00-000-001 and Parcel ID # 19-1-08-29-00-0005, located on Enviro Way. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3).

**Background Information**: Plans to subdivide 2 separate parcels

**Recommendation:** The city recommends the subdivision.



Pink- 19-1-08-29-00-000-005

Purple - 19-1-08-21-00-000-001

Red- 19-1-08-28-00-000-001

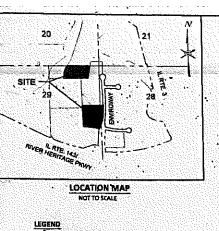
Yellow- 19-1-08-20-00-000-012

Blue- 19-1-08-21-00-000-001.002

· a pink parcels Need to be seperated

· red sliver needs to be combined will pink

· Making Easement on Northside (Red, blue, yellow, a pink)



CONCRETE MONUMENT FOUR REMAR FOUND

CONCRETE MONUMENT SET -

MEASURED - [M] RIGHT OF WAY LINE

LASEMENT UNE POINT OF BEGINNING - P.O.B.

#### NOTES:

CLIENT:

(618) 251-3100

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- 15 Common	299017 9097	2310784.9681

#### FINAL PLAT

#### **ENVIROTECH BUSINESS PARK ADDITION NO. 2**

TRACTS OF LAND IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTHWEST 1/4 OF SECTION 21, THE NORTHWEST 1/4 OF SECTION 28 AND IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS.
488801 FEBRUARY, 2025

ACCESS AND LITILITY FASEMENT

P.O.B.

VACATED DUBO'S TRAIL FER (02) (04 1347 PG 1221) (07 000 NO 1715 (04 1347 PG 1221) (07 124 NTU) (07 124 NTU)

N89'28'38"E 498.53"

LOT 2 240,164 50, FT. 5.513 AC.±

L=324.61[1] C8=N84'04'25"W CH=324.56[M]

N80'09'49"W

R=20.00

167,998 SQ, FT. 3.857 AC.±

POC

N8801 15E 179 38(U)

ZONED: WOOD RIVER BUSINESS PARK (WRBP) 446,653 SQUARE FEET / 10.254 ACRES±

SMITH COURT (66W)

DUBOIS TRAIL (50'W.)

SURVEYOR'S CERTIFICATED

#### OWNER/SUBDIVIDER

City of Wood Alver 111 North Wood Alver Aver Wood Alver, IL 52095 Ph. (518) 251-3100

#### PROFESSIONAL LAND SURVEYOR

Paul VI, Filinovich Sheppard, Morgan & Schwadt, Inc. 215 Market Street Alton, IL 52001 Ph. (618) 462-9755

#### OWNER'S CERTIFICATE:

#### NOTABY PUBLIC'S CHITCHCATE:

#### OTH CLEWES CENTURATE: 1

#### S11 COORDINATOR'S CENTIFICATE:

(1)

Schwaab,

JAMES BERGER



MINED OUT AREAS CERTICATE

2/27/2025

FLOOD HAZARD AREA CERTIFICATE:

2/27/2025

SCALE IN FEET

#### COUNTY CLERK'S CERTIFICATES

F.A.R. 196 / IL RTE. 143 / RIVER HERITAGE PARKWAY (BERM HIGHWAY)

MAPS & PLATS CERTIFICATE

i, \_\_\_\_\_ of Maps and Plats of Madison County, Utnotic, Itoraby curtify the have reviewed this plat for compliance with all state and local statutes.

Mans and Plats

#### CITY OF WOOD RIVER, IL 111 H. WOOD RIVER AVE. #B WOOD RIVER IL 62095

ORDINANCE NO.

AYES: NAYS:

AN ORDINANCE TO ADOPT THE CITY MANAGER'S REVISED BUDGET FOR FISCAL YEAR 2025-26 WHICH BEGINS MAY 1, 2025.

WHEREAS, the Wood River City Code requires the City Manager to prepare an annual proposed budget for presentations to the City Council; and

WHEREAS, the City Manager's proposed Fiscal Year 2025/2026 budget was received by the City Council on March 3, 2025; and

WHEREAS, the City Council held a Public Hearing on the Proposed Budget on Monday, March 17, 2025, following proper notice in the Telegraph newspaper and a copy of the budget has been on file in the City Clerk's Office and Wood River Public Library for public inspection.

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

Section 1. The Fiscal Year 2025/2026 Annual Budget is hereby adopted; a copy of which is attached hereto and incorporated by reference and made a part hereof.

<u>Section 2.</u> Total budgeted expenses for Fiscal Year 2025/26 are \$25,010,938 which represents a 19.26% decrease from Fiscal Year 2024/25 Council approved budgeted expenditures. The decrease is attributable to budgeted capital projects.

Section 3. This ordinance shall be in full force and effect on May 1, 2025.

PASSED and APPROVED this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER, IL
ATTEST:	
CLERK OF THE CITY OF WOOD R	IVER, IL
Upon a roll call vote, the following wa	as recorded:

#### ORDINANCE NO.

# ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF WOOD RIVER SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL

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

WHEREAS, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

#### WHEREAS, City currently owns:

2007 Mercury Mariner (9990)

2006 Ford Explorer (9892)

Trusco Manufacturing Trueline Striper

Homelite Textron 4400 Watt portable Gas Powered Generator, Briggs & Stratton engine

HP Officejet Pro 8100 Printer

Squirrel Cage Blower

Electric Blower

Cub Cadet Riding Lawn Mower-Model LGTX 1050

BOMAG 21" Plate Compactor

7 Bicycles

1 Scooter

Box of Misc. athletic clothing (NEW)

2016 Ford Explorer (7169)

2017 Ford Explorer (4555)

2017 Ford Explorer (4559)

2017 Ford Explorer (4558)

Super Star Riding Mower

White Poly Hopper Spreader Attachment

Vicon Spreader (Cushman)

Large PTO Rotary Brush Hog Mower Deck

Toro Reelmaster 5200-D

Toro Reelmaster 5500-D

Bush Hog 2246 QT Loader

Executive- Style Office Desk

Double sink - plastic double, free standing

Duke Warming Table - Model E303M

Frymaster 60lb deep fryers (x3)

Frymaster 40lb deep dryers (x2)

Kobalt concrete mixer - Model 043206

Zoll M-Series Monitor with extra batteries and spare parts

Electric hedge trimmer

Electric blower

Motorola mobile radio and accessories

Emergency siren

Shop creeper

Vehicle laptop mount (sliding)

Key lock box

Assorted emergency lights and bulbs

Electric Winch - Receiver Mount

Electric smoke ejector

Scott AV 3000 SCBA Masks (x23)

Scott Air-Pak 4.5 NFPA 2002 Edition (x22)

Scott Air-Pak 4.5 NFPA 1997 Edition (x4)

("Surplus Property"); and

**WHEREAS**, in the opinion of this City Council, the Surplus Property is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

**WHEREAS**, City has determined the Surplus Property will be sold for the highest value possible, or disposed of, to be determined solely by the City Manager, or the City Manager's designee; and

**WHEREAS**, City has determined the City Manager, or the City Manager's designee, is permitted to sell for the highest obtainable value or dispose of the Surplus Property, to be determined solely by the City Manager, or the City Manager's designee; and

**WHEREAS**, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus, and sell, trade-in, and/or dispose of the same.

# 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. The City Surplus Property is hereby declared no longer useful to the City or necessary for City purposes, that the City Surplus Property is declared surplus, and that it is in the best interest of the City to sell, trade-in, and/or dispose of the same.
- Section 3. The City Manager, or his designee, is directed and authorized to sell, tradein, and/or dispose of the Surplus Property, as the City Manager, or his designee, sees fit.
- Section 4. The City Manager, or his designee, is directed and authorized to sell or trade-in the Surplus Property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee.
- Section 5. This Ordinance shall be known as Ordinance No. \_\_and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER
ATTEST:	
CLERK OF THE CITY OF W	OOD RIVER
Upon a roll call vote, the follow	wing was recorded:
AYES:	
NAYS:	

Public Services

2007 Mercury Mariner - VIN: 4M2CU97118KJ179990 – Runs good, cam seal leaks, 67,776 miles

2006 Ford Explorer – VIN: 1FMEU72E56UB69892 – New Tires, Runs Good, bad transmission, will need to be towed. 85,146 miles

Trueline Striper from Trusco Manufacturing Company

Homelite Textron 4400 Watt portable Gas Powered Generator, Briggs & Stratton engine

HP Officejet Pro 8100 Printer

Squirrel Cage Blower

**Electric Blower** 

Cub Cadet Riding Lawn Mower- Model LGTX 1050

BOMAG Plate Compactor, 175 lbs, Model #P9B, Spec #3101G09, Serial #8N0099, Briggs and Stratton 5HP, 21" plate

# Wood River Police Department <u>Memorandum</u>

To:

Chief B. Wells

From:

Sergeant Brady Greene

Date:

03/12/2025

Re:

Surplus Inventory



Below is a list of all surplus items to be auctioned from the police department.

- 7- Bicycles
- 1- Scooter
- Box of Misc. athletic (NEW) clothing
- 2016 Ford Explorer (Previous police patrol vehicle) VIN:1FM5K8AR8GGA47169. Transfer Case needs repaired.
- 2017 Ford Explorer (Previous police patrol vehicle) VIN:1FM5K8AR6HGA24555. Engine is "knocking" but still runs.
- 2017 Ford Explorer (Previous police patrol vehicle) VIN:1FM5K8AR3HGA24559. Runs Good.
- 2017 Ford Explorer (Previous police patrol vehicle)
  VIN: 1FM5K8AR1HGA24558. Most likely needs a new body control module.

If you have any questions, please contact me.

Respectfully submitted,

Sergeant Brady Greene

### Wood River Parks & Recreation Surplus Items

#### **Super Star Riding Mower**

Compact red riding mower labeled "Super Star." Rear engine design. Currently nonoperational and stored outdoors; shows signs of wear, overgrowth, and age. Could be used for parts or restored with repairs.

#### White Poly Hopper Spreader Attachment

Large white poly hopper spreader. Designed for tow-behind or tractor-mounted use. Frame and mechanism appear intact but are weathered from long-term outdoor storage.

#### Vicon Spreader (Cushman)

Vicon Spreader, manufactured by Cushman. Model: R88.401 | Serial: A92040074 Large green-frame broadcast spreader for agricultural or grounds maintenance use. Heavy rust and signs of age; condition unknown. Disassembled Toro unit with attached yellow spreader hopper. Steering wheel and frame show heavy rust and deterioration. Not a complete mower—likely only usable for parts or scrap.

#### Large PTO Rotary Brush Hog Mower Deck

Heavy-duty rotary mower deck attachment for use with tractor PTO. Significant rusting and structural wear; likely not operational but may be used for parts or scrap.

#### **Toro Reelmaster 5200-D**

Hydraulic system close-up of Toro Reelmaster 5200-D. Unit appears to have been sitting unused for an extended period and shows signs of wear, dirt buildup, and surface rust.

#### Toro Reelmaster 5500-D

Hydraulic system close-up of Toro Reelmaster 5200-D. Unit appears to have been sitting unused for an extended period and shows signs of wear, dirt buildup, and surface rust.

#### Bush Hog 2246 QT Loader

Front loader attachment labeled Bush Hog 2246 QT. Shows wear and outdoor storage exposure but frame appears structurally intact.

#### **Executive-Style Office Desk**

Wooden executive-style office desk with two sets of drawers and cable management grommet. Finish is in good condition with minor wear. Suitable for office or administrative use.

#### **Danielle Sneed**

Fire Dept.

From:

Wade Stahlhut <WStahlhut@woodriverfire.org>

Sent:

Thursday, April 3, 2025 11:31 AM

To:

Danielle Sneed

Subject:

Fwd: Auction Inventory List

#### Sent from my iPhone

#### Begin forwarded message:

From: Nate Kamp < NKamp@woodriverfire.org>

**Date:** April 3, 2025 at 11:15:56 AM CDT **To:** Firechief <firechief@woodriverfire.org>

**Subject: Auction Inventory List** 

#### **WRFFA**

Double sink - plastic double, free standing Duke Warming Table - Model E303M Frymaster 60lb deep fryers (x3) Frymaster 40lb deep dryers (x2) Kobalt concrete mixer - Model 043206

#### General Fire Equipment and tools

Zoll M-Series Monitor with extra batteries and spare parts

Electric hedge trimmer

Electric blower

Motorola mobile radio and accessories

Emergency siren

Shop creeper

Vehicle laptop mount (sliding)

Key lock box

Assorted emergency lights and bulbs

Electric Winch - Receiver Mount

Electric smoke ejector

#### <u>SCBA</u>

Scott AV 3000 SCBA Masks (x23) Scott Air-Pak 4.5 NFPA 2002 Edition (x22) Scott Air-Pak 4.5 NFPA 1997 Edition (x4)

#### Nate Kamp

**Deputy Chief** 

City of Wood River Fire Department

#### **AGREEMENT**

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, AT&T currently has a fiber bundle in City's right-of-way ("ROW"); and

WHEREAS, City intends to install a water main in the ROW, and AT&T's fiber bundle is in the path of the water main (also referred to as "Project"); and

WHEREAS, City and AT&T (also referred to as "Parties") agree it will be very expensive to move the fiber bundle to allow for the new water main, and City and AT&T agree that City will need to disturb the area and incur additional costs to work around the AT&T fiber bundle; and

WHEREAS, AT&T has agreed to pay City a one-time payment of \$59,000.00 to offset City's additional cost to work around the fiber bundle in Phase 1 of the Project, and return the area to its previous condition after work has been completed; and

WHEREAS, City has accepted AT&T's offer to pay City a lump sum amount of \$59,000.00 for work in the City's ROW in Phase 1 of the Project; and

WHEREAS, the Parties agree that this payment of \$59,000.00 is for work in the City's ROW in Phase 1 of the Project only, and if additional phases need to be completed, the Parties will further negotiate similar compensation for City.

#### NOW, THEREFORE, BE IT AGREED:

- Section 1. The foregoing recitals are incorporated herein as findings of Parties.
- Section 2. The Parties Agree:

#### Indemnification and Hold Harmless.

- (a) AT&T agrees to indemnify, defend and hold City harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with any claim (including reasonable attorneys' fees and court costs) arising directly or indirectly from work in the City's ROW, or breach of any provision of this Agreement.
- (b) City: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the

City:		
AT&T:		

defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation. The indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is

given.

#### **RESOLUTION NO:**

# RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF WOOD RIVER, ILLINOIS, AND AT&T

**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, AT&T currently has fiber bundles located in the City's right-of-way; and

WHEREAS, City desires to install a water main in the City's right-of-way; and

**WHEREAS,** City and AT&T desire to permit the fiber bundles to remain in their placed location, as moving the fiber bundles would be costly; and

**WHEREAS,** AT&T has agreed to pay City a one-time payment of \$59,000.00 to offset City's additional cost to work around the fiber bundles; and

**WHEREAS**, City has presented AT&T with a proposed agreement ("AT&T Agreement") for approval (*See* Exhibit A); and

**WHEREAS**, the AT&T Agreement would permit a one-time payment of \$59,000.00 (*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 AT&T Agreement (*See* Exhibit A); and

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

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

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

Section 2. The AT&T Agreement (**Exhibit A**) is approved.

Section 3. That this Resolution shall be known as Resolution No: \_\_\_\_\_ and shall be effective upon adoption with implementation date of April 7, 2025.

## PASSED and APPROVED this 7<sup>th</sup> day of April, 2025.

	MAYOR OF THE CITY OF WOOD RIVER, IL
ATTEST:	
ATILST.	
CLERK OF THE CITY OF WOOD RIVER	O II
CLERK OF THE CITT OF WOOD RIVER	X, IL
Upon a roll call vote, the following was rec	orded:
-	
AYES:	
NAYS:	

#### **RESOLUTION NO:**

RESOLUTION REPEALING RESOLUTION NO. 1219, PASSED JANUARY 17, 1994, AND ANY GUIDELINES STATED IN THE CITY ZONING CODE UNDER 4-13.4 RESTRICTIONS, OR ANY OTHER RESOLUTIONS OR ORDINANCES, REGARDING THE TERMS AND CONDITIONS ASSOCIATED WITH THE ORIGINALLY NAMED ENVIRO TECH BUSINESS PARK

- **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 repeal any terms and conditions that would hinder the sale and /or use of the Enviro Tech Business Park; and
- **WHEREAS**, City desires to issue a request for proposals for the sale of the Enviro Tech Business Park, and the current "Design-Development Guidelines" may impede the sale and/or use of the Enviro Tech Business Park if they continue to be utilized; and
- **WHEREAS**, City has determined the Enviro Tech Business Park, and the current "Design-Development Guidelines," have been in place since 1994, and have not been useful to the sale and/or use of the Enviro Tech Business Park; and
- **WHEREAS,** City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to repeal Resolution No. 1219, repeal any guidelines stated the City Zoning Code under 4-13.4 Restrictions, or any other Resolutions or Ordinances regarding the City owned industrial park originally named Enviro Tech Business Park; 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 repeal Resolution No. 1219, repeal any guidelines stated the City Zoning Code under 4-13.4 Restrictions, or any other Resolutions or Ordinances regarding the City owned industrial park originally named Enviro Tech Business Park.

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

- Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.
- Section 2. Resolution No. 1219, any guidelines stated the City Zoning Code under 4-13.4 Restrictions, and/or any other Resolutions or Ordinances regarding the City owned industrial park originally named Enviro Tech Business Park, are hereby repealed.
  - Section 3. Any Resolutions or Ordinances in conflict with the content of the Ordinance

are hereby repealed.				
Section 4. That this Resolution shall be known as Resolution No: and shall be effective upon adoption with implementation date of April 7, 2025.				
PASSED and APPROVED this 7 <sup>th</sup> day of April, 2025.				
MAYO	OR 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:				