

ORDER OF BUSINESS

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

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

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres
Jeremy Plank
Bill Dettmers
Scott Tweedy
- 2) Approval of the minutes of the regular meeting of June 16, 2025, as printed.
- 3) Approval of the bills submitted for payment for the period June 12, 2025, to July 2, 2025, as printed.
- 4) Opening of proposals for real property owned by the City, specifically 125 E. Jennings Avenue, Wood River, Illinois 62095.
- 5) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 6) Approval of an ordinance authorizing a Redevelopment Agreement with Wilson Real Estate, LLC for TIF Financial Assistance at 22 N. First Street, Wood River, Illinois 62095.
- 7) Approval of an ordinance authorizing a Redevelopment Agreement with BT Pickett Holdings, LLC for TIF Financial Assistance at 200 W. Ferguson Avenue, Wood River, Illinois 62095.
- 8) Approval of a resolution adopting the 2025 Madison County Multi-Jurisdictional All Hazards Mitigation Plan.
- 9) Approval of a request to seek bids for fencing at the Recreation Center, as submitted by the Director of Parks and Recreation.
- 10) Approval of a request to seek proposals for signage at the Recreation Center, as submitted by the Director of Parks and Recreation.
- 11) Approval of a request to seek bids for a new roof at the Public Services Building located at 100 Anderson, Wood River, Illinois 62095, as submitted by the Director of Public Services.
- 12) Approval of a recommendation to accept the bid from S. Shafer Excavating, Inc., in the amount of \$49,000.00 for the demolition of real property of the City of Wood River located at Parcel ID 19-2-08-21-11-202-059, commonly known as 876 State Street, Wood River, Illinois 62095, as submitted by the Director of Public Services.
- 13) Approval of a recommendation to accept the bid from Insituform Technologies USA, LLC in the amount of \$143,671.40 to line sewer main pipe along Ferguson Avenue from 4th Street to 6th Street, as submitted by the Director of Public Services.
- 14) Approval of a recommendation from Mayor Stalcup to appoint Dan Bunt of 154 Mac n Hac Drive to the Fire and Police Commission with a term to expire May 2028.

- 15) Approval of a recess to hold an executive closed session to discuss matters pertaining to the setting of a price for sale or lease of property owned by the public body (5 ILCS 120/2 (c)(6)).
- 16) Approval of an ordinance authorizing the sale of City owned surplus real estate, specifically the Wood River Business Park, f/k/a Envirotech Business Park to WR Farm Investments LLC.
- 17) Old Business
- 18) New Business
- 19) 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.

June 16, 2025

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, June 16, 2025. The Clerk called the roll and reported that the following members were:

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

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Dettmers moved to approve the minutes of the regular meeting of June 2, 2025, as printed, seconded by Councilman Plank, and approved by the following vote:

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

APPROVAL OF BILLS:

Councilman Ayres moved to approve the bills submitted for payment for the period May 29, 2025, to June 11, 2025, as printed, seconded by Councilman Tweedy, and approved by the following vote:

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

APPROVAL OF FINANCIAL REPORT:

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

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

City Attorney Kathryn Warren opened proposals for real property owned by the City, specifically the Wood River Business Park, f/k/a Envirotech Business Park. The only proposal received was from WR Farm Investments LLC d/b/a 'Hollywood River Studios' in the amount of \$500,000.00.

City Attorney Kathryn Warren explained that the City will review and consider accepting the proposal at a future meeting.

CITIZEN/OFFICIAL COMMENTS:

Nick Bauer from 326 Haller stated that his side lot was used for easement access during construction work for the State Street Sewer Separation Project. Mr. Bauer expressed dissatisfaction with the restoration work done on his property stating that only the sidewalk has been replaced per the contract. He stated that grass seed was laid last year, but no action was taken to repair ruts or other property damage, and the condition of the property was not restored to its pre-construction

state. Mr. Bauer mentioned he has been in contact with Director of Public Services Michael Velloff, City Manager Steve Palen, Mayor Stalcup, and Councilman Plank regarding the issue. He emphasized that the issue remains unresolved six months after the contract ended which was December 31, 2024. He requested a clear resolution plan to avoid pursuing further action.

Councilman Dettmers asked for more details regarding the contract and easement. It was clarified that the contract is with the City of Wood River and that a temporary easement was granted for traffic access for the State Street Sewer Separation Project. Mr. Bauer confirmed that the City repaired the sidewalk, but significant ruts were left behind and the ruts are now interfering with lawn maintenance while using his riding-lawn mower. Councilman Dettmers asked Mr. Bauer if he will allow enough time for the City to try and resolve the issue. Mr. Bauer agreed.

City Manager Steve Palen added that Director Velloff has been in contact with Mr. Bauer. The City has completed the sidewalk work in that area and the plan is to come back, grade the yard, and return the grass to its original condition before the project began. There are only certain times of the year when you can successfully plant grass seed or lay sod, so timing is important, but Director Velloff has been staying on top of it.

Councilman Tweedy asked if the easement was originally intended for emergency vehicle access.

City Manager Steve Palen stated no, not specifically. He explained that it was mainly in place to allow access for residents at the end of the street, since a portion of the project temporarily cut off the roadway. Of course, ensuring access to emergency vehicles was also a key consideration, but the easement served a broader purpose.

Councilman Plank asked if Ameren was involved in putting new lines in.

City Manager Steve Palen replied in the affirmative stating that he believes Ameren has put in a new gas line and Ameren can be difficult to deal with after their construction is completed. City Manager Steve Palen confirmed that Mr. Bauer's property will be taken care of.

Mayor Stalcup congratulated Director of Parks and Recreation Pat Minogue and his staff at Belk Park Golf Course for having the fourth highest revenue in May out of the last 32 years.

Mayor Stalcup announced that the 2025 Farmers Market will start Thursday, June 19, 2025, from 4:00 p.m. to 7:00 p.m. in the Downtown Parking Lots. The Farmers Market will be held every Thursday evening until August 28, 2025.

Mayor Stalcup announced that Food Truck Friday will be held at Atomic Pinball located at 102 Whitelaw on Friday, June 27, 2025, and Sunday, June 29, 2025, a Summer Celebration will take place at Shelter Insurance on Ferguson Avenue.

Director of Parks and Recreation Pat Minogue explained that the Bike Ramble scheduled for Friday, June 13, 2025, was cancelled due to the threat of thunderstorms. The Bike Ramble has been rescheduled for Sunday, July 13, 2025, lineup at 1:30 p.m. and ride at 2:00 p.m. The Ice Cream Social will follow the Bike Ramble.

City Manager Steve Palen asked Kristen Burns to come up and give an update on the Wood River Business Alliance and Main Street.

Kristen Burns stated that Placer AI, the data provider used by the Wood River Business Alliance, Main Street, and Main Street America, has reported that downtown had 120,460 visitors in 2024 which is about 11.7 visitors per resident. Most visitors stayed around 61 minutes, and five percent visited monthly. The busiest days were during events like the Halloween Parade on October 26, 2024, and Downtown Trick-or-Treat on October 23, 2024, while quieter days were holidays like Christmas and 4th of July. Visitor numbers have steadily increased since 2017, especially post-COVID, with Fridays and Saturdays being the busiest. On August 19, 2025, Main Street America and Illinois Main Street will visit Wood River for a two-day Transformation Strategy Workshop. This will involve local leaders and business owners reviewing survey results and setting a five-year plan for Downtown and economic growth. Please complete the survey via the QR code provided, it only takes a few minutes and gives valuable feedback. The Business Alliance has also launched a new, improved website at wrbusinessalliance.org. It includes a business directory where businesses can manage their own pages, post events, offer coupons, and track customer engagement. These events will also appear across multiple platforms, like Riverbender and WBGZ. Additionally, a new Visit Wood River App is coming soon, featuring a map of local restaurants, menus, and more all to support and promote our local businesses. Best of all, it is free for all businesses to join.

Councilman Dettmers asked if there is a way through the ping data to distinguish between people regularly coming to Downtown because they are working or if they are visiting Downtown.

Ms. Burns stated there is a way to distinguish and explained that the data she handed out is a synopsis of the information.

Councilman Dettmers stated that he gave information to the Mayor of a resident who is wanting to volunteer and get involved with the community.

ORDINANCE NO. 25-8: AMENDING CITY CODE 90-7, TITLE XIII: GENERAL OFFENSES, CHAPTER 130: OFFENSES AGAINST PUBLIC PEACE AND ORDER, SECTION 130.14: UNLAWFUL USE OF WEAPONS:

Councilman Tweedy moved to amend City Code 90-7, Title XIII: General Offenses, Chapter 130: Offenses Against Public Peace and Order, Section 130.14: Unlawful Use of Weapons, seconded by Councilman Dettmers, and approved by the following vote:

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

ORDINANCE NO. 25-9: AMENDING CITY CODE 90-7, TITLE XV: LAND USAGE, CHAPTER 150: BUILDING REGULATIONS, SECTIONS 150.15 THROUGH 150.090:

Councilman Ayres moved to amend City Code 90-7, Title XV: Land Usage, Chapter 150: Building Regulations, Sections 150.15 through 150.090, seconded by Councilman Tweedy, and approved by the following vote:

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

ORDINANCE NO. 25-10: AMENDING CITY CODE 90-7, TITLE XV: LAND USAGE, CHAPTER 150: BUILDING REGULATIONS, SECTIONS 150.126 THROUGH 150.128:

Councilman Plank moved to amend City Code 90-7, Title XV: Land Usage, Chapter 150: Building Regulations, Sections 150.126 through 150.128, seconded by Councilman Ayres, and approved by

the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2950: AMENDING THE 2025-26 FISCAL YEAR BUDGET TO INCLUDE BUDGET AUTHORIZATION FOR 2024-25 ENCUMBRANCES:

Councilman Dettmers moved to approve amending the 2025-26 Fiscal Year Budget to include budget authorization for 2024-25 encumbrances, as submitted by the Director of Finance, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2951: AMENDING THE 2024-25 FISCAL YEAR BUDGET BY INCREASING THE EXPENSE CATEGORY OF VARIOUS BUDGETS:

Councilman Ayres moved to approve amending the 2024-25 Fiscal Year Budget by increasing the expense category of various budgets, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2952: AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH JACK MATTHEWS DEVELOPMENT LLC FOR TIF FINANCIAL ASSISTANCE AT 56 & 60 E. FERGUSON, WOOD RIVER, ILLINOIS 62095:

Councilman Tweedy moved to approve an ordinance authorizing the execution of a Redevelopment Agreement with Jack Matthews Development LLC for TIF Financial Assistance at 56 & 60 E. Ferguson, Wood River, Illinois 62095, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2128: EXECUTING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND RIVERBEND GROWTH ASSOCIATION FOR MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER:

Councilman Plank moved to approve a resolution executing a Sponsorship Agreement between the City of Wood River and Riverbend Growth Association for marketing in support of the Wood River Recreation Center, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

APPROVED: REQUEST FROM THE WOOD RIVER BUSINESS ALLIANCE TO USE THE DOWNTOWN PARKING LOT FROM MADISON AVENUE TO FIRST STREET ON THURSDAY EVENINGS FROM 4:00 P.M. TO 7:00 P.M. FOR THE 2025 FARMERS MARKET SEASON BEGINNING THURSDAY, JUNE 19, 2025, AND ENDING THURSDAY, AUGUST 28, 2025:

Councilman Plank moved to approve a request from the Wood River Business Alliance to use the Downtown Parking Lot from Madison Avenue to First Street on Thursday evenings from 4:00 p.m. to 7:00 p.m. for the 2025 Farmers Market Season beginning Thursday, June 19, 2025, and ending Thursday, August 28, 2025, seconded by Councilman Dettmers, and approved by the following vote:

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

APPROVED: REQUEST FROM MARK SMITH INSURANCE AGENCY, LLC (SHELTER INSURANCE) TO PARTIALLY CLOSE SECOND STREET FROM THE ALLEY TO FERGUSON AVENUE ON SUNDAY, JUNE 29, 2025, FROM 11:30 A.M. TO 3:30 P.M. TO CELEBRATE THEIR BUILDING RENOVATION:

Councilman Ayres moved to approve a request from Mark Smith Insurance Agency, LLC (Shelter Insurance) to partially close Second Street from the alley to Ferguson Avenue on Sunday, June 29, 2025, from 11:30 a.m. to 3:30 p.m. to celebrate their building renovation, seconded by Councilman Dettmers, and approved by the following vote:

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

APPROVED: REQUEST FROM RESIDENTS OF THE 800 BLOCK OF RICE STREET TO CLOSE THE STREET BETWEEN 800 AND 838 RICE STREET ON FRIDAY, JULY 4, 2025, FROM 6:00 P.M. TO 11:00 P.M. TO HOLD THEIR ANNUAL BLOCK PARTY:

Councilman Tweedy moved to approve a request from residents of the 800 block of Rice Street to close the street between 800 and 838 Rice Street on Friday, July 4, 2025, from 6:00 p.m. to 11:00 p.m. to hold their annual block party, seconded by Councilman Ayres, and approved by the following vote:

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

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 7:26 p.m.

Mayor

City Clerk

CITY OF WOOD RIVER

DEPARTMENT SUMMARY REPORT

COUNCIL MEETING DATE: 07/07/2025

INVOICES DUE ON/BEFORE: 08/07/2025

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
GENERAL REVENUES	3400	B & F TECHNICAL CODE SERVICES	PLAN REVIEW - 7 WR AVE	1000	20241	250.00
GENERAL REVENUES Total						250.00
LEGISLATIVE	3490	COMMUNITY SEED & FEED COMPANY	TOPSOIL SCOOPS	1011	40756	80.00
LEGISLATIVE	1131	SOUTHWESTERN ILLINOIS COUNCIL	JUNE 25 MAYOR, CM, PW	1011	40659	120.00
LEGISLATIVE Total						200.00
ADMINISTRATION	1015	QUILL	INK - HR	1012	40514	65.54
ADMINISTRATION	1015	QUILL	POST-IT FLAGS	1012	40519	12.91
ADMINISTRATION Total						78.45
FINANCE	4260	CJ SCHLOSSER & COMPANY LLC	1ST INTERIM BILL - AUDIT FY 25	1013	40724	5,000.00
FINANCE	6309	GREAT AMERICA FINANCIAL SVCS.	POSTAGE METER LEASE	1013	40863	165.00
FINANCE	6062	LINK COMPUTER CORPORATION	JULY 2025 - MUNI-LINK	1013	40729	1,984.69
FINANCE	1015	QUILL	INK - FINANCE DIRECTOR	1013	40514	239.69
FINANCE	981	UTILITRA	BATTERY BACKUP - WEBER	1013	40519	72.81
FINANCE Total						7,462.19
BUILDING & ZONING	4039	ACE HARDWARE OF BETHALTO	MATERIALS, PLYWOOD - 876 STATE	1016	40599	227.53
BUILDING & ZONING	6234	BILL & JOES TOWING	FUEL PRESSURE SENSOR '07 F150	1016	40719	245.75
BUILDING & ZONING	6234	BILL & JOES TOWING	BRAKES '07 F150	1016	40719	636.85
BUILDING & ZONING	6367	JERROLD E THORNBURGH	REPAIR DECKBELT - LABOR	1016	40719	75.00
BUILDING & ZONING	6367	JERROLD E THORNBURGH	REPAIR DECKBELT - PARTS	1016	40529	67.00
BUILDING & ZONING	1777	JOSH MCDOWELL	VEHICLE LETTERS - BZ INSPECTOR	1016	40719	80.00
BUILDING & ZONING	905	N GENERAL AUTO ELECTRIC	GRAND STAND MOWER - TIRES	1016	40529	85.00
BUILDING & ZONING	981	UTILITRA	BATTERY BACKUP - ROSE	1016	40519	72.81
BUILDING & ZONING Total						1,489.94
STREET LIGHTING	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1017	40789	1,126.57
STREET LIGHTING	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1017	40788	9,668.17
STREET LIGHTING	2468	ELECTRICO INCORPORATED	TRAFFIC LIGHT REPAIR	1017	40759	3,402.00
STREET LIGHTING Total						14,196.74
CITY HALL MAINTENANCE	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1019	40783	919.62
CITY HALL MAINTENANCE	5905	BICKLE ELECTRIC	AC MAINTENANCE	1019	40792	1,419.00
CITY HALL MAINTENANCE	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS	1019	40752	24.00
CITY HALL MAINTENANCE Total						2,362.62
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	SQUEEGEES	1021	40589	22.52
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	CRACKSTOP	1021	40599	10.79

CITY OF WOOD RIVER
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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	CONCRETE SEALANT	1021	40599	22.48
STREET MAINTENANCE	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1021	40783	333.00
STREET MAINTENANCE	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	1021	40783	362.11
STREET MAINTENANCE	5420	D&D TIRE SERVICE LLC.	TIRE REPAIR	1021	40719	35.00
STREET MAINTENANCE	3603	LUBY EQUIPMENT SERVICES	ANTIFREEZE	1021	40529	41.10
STREET MAINTENANCE	905	N GENERAL AUTO ELECTRIC	REPLACEMENT SPARK PLUGS	1021	40529	9.00
STREET MAINTENANCE	905	N GENERAL AUTO ELECTRIC	FUEL SHUT OFF	1021	40529	8.50
STREET MAINTENANCE	905	N GENERAL AUTO ELECTRIC	MOWER BLADES	1021	40529	50.46
STREET MAINTENANCE	5192	O'REILLY AUTO PARTS	EXTINGUISHER, TIRE SEALANT	1021	40529	51.98
STREET MAINTENANCE	1060	ROD'S SERVICE INCORPORATED	02, ACETYLENE TANK RENTAL	1021	40544	24.73
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	WIPER MOTOR - TRUCK #3	1021	40529	352.61
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	HOME LIGHT	1021	40529	154.93
STREET MAINTENANCE	6344	THOMPSON-SAFETY, LLC	FIRST AID RESTOCK	1021	40599	143.98
STREET MAINTENANCE	981	UTILITRA	LAPTOP - HARTMAN	1021	40796	1,225.56
STREET MAINTENANCE	84	WOODY'S MUNICIPAL SUPPLY	CABLE - TRUCK #2	1021	40529	31.89
STREET MAINTENANCE						2,880.64
STREET MAINTENANCE Total						
PARKS AND RECREATION	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1024	40783	3,171.55
PARKS AND RECREATION	890	CHARLES MORTON	SOFTBALL - PAYROLL	1024	40308	150.00
PARKS AND RECREATION	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	1024	40783	277.22
PARKS AND RECREATION	4255	REIS SERVICES INC.	6TH ST CONCESSIONS	1024	40304	407.60
PARKS AND RECREATION	4255	REIS SERVICES INC.	6TH ST CONCESSIONS	1024	40304	28.00
PARKS AND RECREATION	6414	ROBERT BRYAN	VOLLEYBALL - PAYROLL	1024	40313	100.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - ROUNDHOUSE	1024	40752	12.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - 6TH ST PARK	1024	40752	18.00
PARKS AND RECREATION	981	UTILITRA	CAMERA LICENSING - GENETEC ADV	1024	40792	338.50
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	432.89
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	57.00
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	11.94
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	315.90
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	35.16
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	6.48
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	38.29
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	PARADE CANDY, POPSICLES	1024	40309	217.86

CITY OF WOOD RIVER
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PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	193.30
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	PAPER TOWELS - 6TH ST	1024	40304	19.98
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	15.18
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	6TH ST CONCESSIONS	1024	40304	211.62
PARKS AND RECREATION	1713	WAL-MART COMMUNITY	SOFTBALL - PAYROLL	1024	40308	150.00
PARKS AND RECREATION	5592	WILLIAM J. BROWN				6,208.47
PARKS AND RECREATION Total						
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	6TH ST MASTER LOCK	1025	40569	17.99
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	6TH ST MASTER LOCK	1025	40569	34.14
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	DOOR PARTS - SOCCER PARK	1025	40569	5.39
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	BRUSHEY GROVE THERMOSTAT	1025	40549	20.32
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	KEY COPIES	1025	40569	64.55
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	WEED EATER STRING	1025	40529	126.86
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	BRAKE FLUID	1025	40529	16.18
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	TRIM LINE	1025	40529	155.61
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	APRIL 2025 - AMEREN	1025	40783	117.11
PARK MAINTENANCE	4163	AMEREN ILLINOIS	APRIL 2025 - CONSTELLATION GAS	1025	40783	180.63
PARK MAINTENANCE	5995	CONSTELLATION NEWENERGY - GAS	CLEANING SUPPLIES - RESTROOMS	1025	40541	57.00
PARK MAINTENANCE	348	CR SYSTEMS	CLEANING SUPPLIES - RESTROOMS	1025	40541	110.50
PARK MAINTENANCE	348	CR SYSTEMS	CLEANING SUPPLIES - RESTROOMS	1025	40541	120.50
PARK MAINTENANCE	348	CR SYSTEMS	CLEANING SUPPLIES - RESTROOMS	1025	40521	1,449.09
PARK MAINTENANCE	5713	MEDFORD OIL COMPANY	GASOLINE - MOWERS	1025	40719	260.00
PARK MAINTENANCE	6124	NATION & FLETCHER INC.	BRUSHEY GROVE LIFT INSPECTION	1025	40792	120.79
PARK MAINTENANCE	6237	ON SITE COMPANIES, INC	6TH ST PARK RESTROOM SERVICE	1025	40564	450.00
PARK MAINTENANCE	6436	RICHARD ALLEN	JON BOAT W/TRAILER	1025	40529	1,409.44
PARK MAINTENANCE	5144	SLOAN IMPLEMENT CO. INC.	PTO SHAFT - BRUSH HOG	1025		
PARK MAINTENANCE						4,716.10
PARK MAINTENANCE Total						
DISASTER PREP	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1026	40783	94.53
DISASTER PREP						94.53
POLICE	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1027	40783	90.07
POLICE	100	GRP WEGMAN COMPANY	WATER LEAK - JAIL CEILING	1027	40792	535.92
POLICE	100	GRP WEGMAN COMPANY	REPLACE FLOW SWITCH - CHILLER	1027	40792	945.15
POLICE	6434	JARED NASH	HARTFORD VEST REIMB - NASH	1027	40594	800.00
POLICE	778	LEON UNIFORM COMPANY	RAIN COAT - #148	1027	40594	195.99
POLICE	778	LEON UNIFORM COMPANY	MOURNING BAND	1027	40594	12.00

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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
POLICE	1002	PRO AUTOMOTIVE SERVICES	TIRE, AC REPAIR - #161/8438	1027	40719	2,805.48
POLICE	1002	PRO AUTOMOTIVE SERVICES	OIL CHANGE - #168/7001	1027	40719	90.20
POLICE	946	RAY O'HERRON COMPANY	BODY ARMOR - GEGAN, ROMBACH	1027	40937	2,294.10
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS - #172, #179	1027	40594	1,184.88
POLICE	946	RAY O'HERRON COMPANY	SLEEVE BRAID - #169 COAT	1027	40594	21.24
POLICE	946	RAY O'HERRON COMPANY	HAT BADGE - PAYNE	1027	40594	115.70
POLICE	946	RAY O'HERRON COMPANY	BOOTS - #150	1027	40594	112.45
POLICE	946	RAY O'HERRON COMPANY	BUSINESS CARDS - NASH	1027	40742	75.00
POLICE	6301	ROYAL PRINTING	PAPER ROLLS - DIGITICKET	1027	40527	500.00
POLICE	6027	SALTUS TECHNOLOGIES	QTRTRY WINDOW CLEANING	1027	40754	265.00
POLICE	5515	THE WINDOW MAN, INC	CAMERA LICENSING - GENETEC ADV	1027	40792	2,775.70
POLICE	981	UTILITRA	ICE, WATER FOR TRAINING	1027	40599	39.43
POLICE	1713	WAL-MART COMMUNITY	PRISONER FOOD	1027	40592	16.80
POLICE	1713	WAL-MART COMMUNITY	ICE FOR TRAINING	1027	40599	9.16
POLICE	1713	WAL-MART COMMUNITY	PRISONER FOOD	1027	40592	57.96
POLICE	1713	WAL-MART COMMUNITY	7/8-8/7/2025 COPIER LEASE	1027	40751	93.98
POLICE	5632	WELLS FARGO VENDOR FIN SERV				13,036.21
POLICE total						
FIRE	5673	AEC - FIRE SAFETY SECURITY	MAINTENANCE - RESCUE TOOLS	1028	40792	645.00
FIRE	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	1028	40783	817.92
FIRE	299	BANNER FIRE EQUIPMENT	4-CYCLE, 2-CYCLE FUEL	1028	40529	27.96
FIRE	299	BANNER FIRE EQUIPMENT	CLUTCH KIT	1028	40529	202.21
FIRE	299	BANNER FIRE EQUIPMENT	4-CYCLE, 2-CYCLE FUEL	1028	40529	116.97
FIRE	6044	CASHION FIRE EQUIPMENT, LLC	HYDRAULIC REPAIRS - 4233	1028	40719	3,681.24
FIRE	4741	CONSOLIDATED FLEET SERVICES	ANNUAL AERIAL TESTING - 4233	1028	40792	1,515.00
FIRE	5856	FELD FIRE	REPAIR SCBA REGULATOR	1028	40719	460.21
FIRE	5856	FELD FIRE	REGULATOR CUP HOLDERS	1028	40515	380.00
FIRE	3833	HSI EMERGENCY CARE SOLUTIONS	EA RE-CERT - GRAY	1028	40679	75.00
FIRE	3833	HSI EMERGENCY CARE SOLUTIONS	EA RE-CERT - DIVELEY	1028	40679	75.00
FIRE	868	MIKE'S	#4217 - BRAKES, ENGINE WORK	1028	40719	3,585.97
FIRE	1015	QUILL	COPY PAPER	1028	40519	125.97
FIRE	1518	SENTINEL EMERGENCY SOLUTIONS	HOSE	1028	40514	9,070.05
FIRE	1518	SENTINEL EMERGENCY SOLUTIONS	HARD SUCTION HOSE	1028	40514	1,365.00
FIRE	981	UTILITRA	COMPUTER - FD RADIO ROOM	1028	40796	1,025.09

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FIRE	981	UTILITRA	CAMERA LICENSING - GENETEC ADV	1028	40792	236.95
FIRE	1713	WAL-MART COMMUNITY	REPLACEMENT TV	1028	40519	238.00
FIRE	6001	WEBER FORD	MAINTENANCE - #4251	1028	40719	500.74
FIRE	3230	ZOLL MEDICAL CORPORATION	ADULT 02 SENSOR	1028	40551	243.00
FIRE Total						24,387.28
POLICE COMMUNICATIONS	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	1040	40783	80.36
POLICE COMMUNICATIONS Total						80.36
MFT	3839	ASPHALT SALES & PRODUCTS	BITUMINOUS PATCH	2100	40552	3,785.27
MFT	3955	CONCRETE SUPPLY OF ILLINOIS	CONCRETE - ACTON & WR AVE	2100	40562	560.00
MFT	6110	NEW FRONTIER MATERIAL LLC	SAND, ROCK	2100	40554	127.28
MFT	6110	NEW FRONTIER MATERIAL LLC	ROCK	2100	40554	154.36
MFT	6110	NEW FRONTIER MATERIAL LLC	SAND	2100	40554	522.90
MFT	1099	SHEPPARD MORGAN & SCHWAAB	FUNDING APP - TYLER TIMMINS DR	2100	40725	1,480.00
MFT Total						6,629.81
INSURANCE	1272	CORRAL LIQUORS	SAFETY AWARDS	2300	40842	100.00
INSURANCE	6058	IPBC	JULY 2025 - ADMIN	2300	40840	71.10
INSURANCE	6058	IPBC	JULY 2025 - LIFE	2300	40844	569.73
INSURANCE	6058	IPBC	JULY 2025 - HEALTH	2300	40845	139,536.44
INSURANCE	6058	IPBC	JULY 2025 - DENTAL	2300	40846	5,570.00
INSURANCE	6058	IPBC	JULY 2025 - VISION	2300	40850	507.84
INSURANCE	5936	PUMP HOUSE BAR & GRILL	SAFETY AWARDS	2300	40842	200.00
INSURANCE	6437	SOLID IMPACT GOLF CENTER	SAFETY AWARDS	2300	40842	1,100.00
INSURANCE	1713	WAL-MART COMMUNITY	SAFETY AWARDS	2300	40842	1,000.00
INSURANCE	1713	WAL-MART COMMUNITY	SAFETY AWARDS	2300	40842	1,000.00
INSURANCE	119	WALTCO TOOLS, INC	SAFETY AWARDS	2300	40842	1,150.00
INSURANCE Total						150,805.11
LIBRARY	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	2500	40783	129.17
LIBRARY	5709	CONSTELLATION NEW ENERGY, INC	CONSTELLATION - APRIL	2500	40783	(103.78)
LIBRARY	5709	CONSTELLATION NEW ENERGY, INC	CONSTELLATION - MAY	2500	40783	(141.13)
LIBRARY	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	2500	40783	228.86
LIBRARY Total						113.12
PUBLIC SERVICES ADMIN	4039	ACE HARDWARE OF BETHALTO	PUMP - ICE MAKER	3000	40529	53.99
PUBLIC SERVICES ADMIN	T0001408	MAURICE W OWENS II	0314356300-2 CREDIT REFUND	3000	20391	15.00

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PUBLIC SERVICES ADMIN	6233	ODP BUSINESS SOLUTIONS, LLC	PAPER TOWELS, BATHROOM TISSUE	3000	40519	312.35
PUBLIC SERVICES ADMIN	981	UTILITRA	CABLE RUN & ACCESS POINT	3000	40796	422.40
PUBLIC SERVICES ADMIN	1713	WAL-MART COMMUNITY	BREAKROOM SUPPLIES	3000	40599	30.98
PUBLIC SERVICES ADMIN	5632	WELLS FARGO VENDOR FIN SERV	6/20-7/19/2025 COPIER LEASE	3000	40751	93.98
PUBLIC SERVICES ADMIN Total						928.70
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	KEYS - LANKFORD	3031	40599	18.64
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	KEYS - LANKFORD	3031	40599	19.73
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	PIPE	3031	40531	18.64
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	KEYS	3031	40599	7.18
WATER DISTRIBUTION	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	3031	40783	688.52
WATER DISTRIBUTION	299	BANNER FIRE EQUIPMENT	INSULATED HIP BOOTS	3031	40594	608.00
WATER DISTRIBUTION	333	BUDGET SIGNS TROPHIES & PLAQUE	WATER LINE E'VILLE RD SIGNS	3031	40916	25.00
WATER DISTRIBUTION	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	3031	40783	32.96
WATER DISTRIBUTION	2600	CORE & MAIN LP	METERS	3031	40581	15,605.60
WATER DISTRIBUTION	3603	LUBY EQUIPMENT SERVICES	BACKHOE FILTERS	3031	40529	325.05
WATER DISTRIBUTION	6301	ROYAL PRINTING	2024 CCR WATER REPORTS	3031	40742	1,050.00
WATER DISTRIBUTION	1084	SCHULTE SUPPLY INCORPORATED	BLUE MARKING PAINT	3031	40542	64.92
WATER DISTRIBUTION	1084	SCHULTE SUPPLY INCORPORATED	CURB STOP KEY	3031	40589	200.66
WATER DISTRIBUTION	1084	SCHULTE SUPPLY INCORPORATED	BLUE MARKING PAINT	3031	40542	64.92
WATER DISTRIBUTION	1099	SHEPPARD MORGAN & SCHWAAB	E'VILLE RD WATERLINE PLANS	3031	40916	6,538.90
WATER DISTRIBUTION	1100	SHERWIN-WILLIAMS	HYDRANT PAINT	3031	40542	119.61
WATER DISTRIBUTION	1100	SHERWIN-WILLIAMS	HYDRANT PAINT	3031	40542	119.61
WATER DISTRIBUTION	3506	TEKLAB INCORPORATED	WATER ANALYSIS	3031	40779	380.75
WATER DISTRIBUTION	6344	THOMPSON-SAFETY, LLC	FIRST AID RESTOCK	3031	40599	143.98
WATER DISTRIBUTION	1713	WAL-MART COMMUNITY	OFFICE CHAIR	3031	40599	89.00
WATER DISTRIBUTION	1713	WAL-MART COMMUNITY	PAINT BRUSHES	3031	40542	9.48
WATER DISTRIBUTION Total						26,131.15
WATER PLANT	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	3032	40783	4,787.77
WATER PLANT	56	AMERICAN WATER WORKS	AWWA MEMBERSHIP - BURRIS	3032	40619	264.00
WATER PLANT	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	3032	40783	232.13
WATER PLANT	1768	ILLINOIS RURAL WATER ASSOC	IRWA MEMBER DUES - BURRIS	3032	40619	50.00
WATER PLANT	6433	METROAG	SPRING 2025 LAGOON CLEANING	3032	40795	40,373.25
WATER PLANT	873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKCLIME	3032	40553	7,482.84

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WATER PLANT	873	MISSISSIPPI LIME COMPANY	QUICKLIME DELIVERY	3032	40798	1,038.84
WATER PLANT	6316	PVS DX INC	CHLORINE	3032	40555	4,004.88
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	ALUMINUM SULFATE	3032	40568	2,772.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	POTASSIUM PERMANGANATE	3032	40557	3,769.87
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	FREIGHT	3032	40798	65.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	SEALLESS PUMP	3032	40916	657.06
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	SCALE - NAOCL PROJECT	3032	40916	1,957.12
WATER PLANT	99	WATER SOLUTIONS UNLIMITED				67,454.76
WATER PLANT Total						
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	CONCRETE SEALANT	4041	40531	23.38
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	REPAIR PARTS - EASTWOOD FLOAT	4041	40529	19.41
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	PIPE CLAY	4041	40531	4.49
SEWER COLLECTIONS	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	4041	40783	9,565.98
SEWER COLLECTIONS	329	BROTCKE WELL & PUMP	6TH ST PUMP STATION REPAIR	4041	40719	9,240.00
SEWER COLLECTIONS	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	4041	40783	195.50
SEWER COLLECTIONS	905	N GENERAL AUTO ELECTRIC	HUSTLER ZTURN - MAINTENANCE	4041	40719	688.48
SEWER COLLECTIONS	1104	SIEVERS EQUIPMENT COMPANY	HUSTLER MOWER PARTS	4041	40529	46.55
SEWER COLLECTIONS	6344	THOMPSON-SAFETY, LLC	FIRST AID RESTOCK	4041	40599	143.99
SEWER COLLECTIONS	4557	TITAN INDUSTRIAL CHEMICALS LLC	DRAIN CLEANER/DEGREASER	4041	40531	107.00
SEWER COLLECTIONS Total						20,034.78
SEWER PLANT	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	4042	40783	7,845.81
SEWER PLANT	5709	CONSTELLATION NEW ENERGY, INC	CONSTELLATION - APRIL	4042	40783	7,551.01
SEWER PLANT	5995	CONSTELLATION NEWENERGY - GAS	APRIL 2025 - CONSTELLATION GAS	4042	40783	115.91
SEWER PLANT Total						15,512.73
REFUSE REVENUES	T0001411	CATHERINE J MALONE	0425008700-5 CREDIT REFUND	4900	20308	158.00
REFUSE REVENUES	T0001410	JASON REXFORD	0102039900-8 CREDIT REFUND	4900	20308	123.00
REFUSE REVENUES	T0001409	WERNER REALTY LLC	0105131000-21 CREDIT REFUND	4900	20308	26.37
REFUSE REVENUES Total						307.37
REFUSE	5406	REPUBLIC SERVICES #350	JUNE 2025 - CITY SERVICE	4949	40791	63,581.14
REFUSE	5406	REPUBLIC SERVICES #350	JUNE 2025 - COMPOST DUMPSTERS	4949	40778	1,648.68
REFUSE	1099	SHEPPARD MORGAN & SCHWAAB	ANNUAL IEPA COMPOST TESTING	4949	40799	277.50
REFUSE Total						65,507.32
GOLF MAINTENANCE	4731	CLOVERLEAF	JULY 2025 GC MAINTENANCE	5051	40792	37,324.35
GOLF MAINTENANCE	540	FISCHER LUMBER COMPANY	TRIM BOARD, NAILS	5051	40793	190.73

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GOLF MAINTENANCE	816	MAHONEY ASPHALT, LLC	ASPHALT - CART PATHS	5051	40916	46,898.25
GOLF MAINTENANCE Total						84,413.33
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF BALLS - RESALE	5052	40579	1,976.66
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF BALLS - RESALE	5052	40579	1,253.85
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF GLOVES - RESALE	5052	40579	1,029.00
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF HATS - RESALE	5052	40579	1,822.80
GOLF CLUBHOUSE	4163	AMEREN ILLINOIS	APRIL 2025 - AMEREN	5052	40783	1,899.76
GOLF CLUBHOUSE	6204	CLEAN UNIFORM COMPANY	6/23/25 CLEANING SERVICES	5052	40752	206.59
GOLF CLUBHOUSE	6204	CLEAN UNIFORM COMPANY	6/9/25 CLEANING SERVICES	5052	40752	212.79
GOLF CLUBHOUSE	5709	CONSTELLATION NEW ENERGY, INC	CONSTELLATION - MAY	5052	40783	84.36
GOLF CLUBHOUSE	5713	MEDFORD OIL COMPANY	GOLF CARTS - GASOLINE	5052	40521	960.62
GOLF CLUBHOUSE	5713	MEDFORD OIL COMPANY	GOLF CARTS - GASOLINE	5052	40521	735.25
GOLF CLUBHOUSE	1713	WAL-MART COMMUNITY	CLEANER, DISH SOAP	5052	40541	22.96
GOLF CLUBHOUSE	1713	WAL-MART COMMUNITY	CLEANER, TOWELS	5052	40541	31.76
GOLF CLUBHOUSE Total						10,236.40
GOLF CONCESSIONS	348	CR SYSTEMS	CUPS, LIDS	5053	40572	276.40
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	493.60
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	334.80
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	915.50
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	1,290.25
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	192.60
GOLF CONCESSIONS	1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	5053	40574	242.00
GOLF CONCESSIONS	1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	5053	40574	55.60
GOLF CONCESSIONS	854	METRO SUPPLY & EQUIPMENT	10LB ICE BAGS	5053	40572	104.03
GOLF CONCESSIONS	4255	REIS SERVICES INC.	GOLF CONCESSIONS	5053	40571	450.00
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	RENTAL COOLERS	5053	40572	60.00
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	5053	40574	263.80
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	5053	40574	670.45
GOLF CONCESSIONS	5837	RPKG HOLDINGS, LLC	GOLF CONCESSIONS	5053	40571	184.00
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	183.94
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CUPS, FOIL, FOOD TRAYS	5053	40572	67.09
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	47.88
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	247.30

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GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CUPS, TRASH BAGS	5053	40572	43.44
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	37.12
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	26.28
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	340.74
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	101.36
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	87.67
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	277.11
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40572	43.24
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	SOAP, TRASH BAGS	5053	40571	200.10
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	7,236.30
GOLF CONCESSIONS Total			JULY 25 SALES TAX REBATE	6100	40888	3,341.82
WESTSIDE BD	5071	JOSEPH PATTAN				3,341.82
WESTSIDE BD Total			162 E FERG TIF REIMB	8100	40919	4,539.00
TIF #3	6435	MARK SMITH				4,539.00
TIF #3 Total			MISC SUPPLIES - DOG PARK	8700	40792	123.20
CID	4039	ACE HARDWARE OF BETHALTO	WATER INSTALL PARTS - DOG PARK	8700	40792	26.07
CID	4039	ACE HARDWARE OF BETHALTO	WATER INSTALL PARTS - DOG PARK	8700	40792	5.40
CID	4039	ACE HARDWARE OF BETHALTO	LOCKS - DOG PARK	8700	40792	2.51
CID	4039	ACE HARDWARE OF BETHALTO	HARDWARE - DOG PARK	8700	40792	44.25
CID	4039	ACE HARDWARE OF BETHALTO	MISC SUPPLIES - DOG PARK	8700	40792	1.06
CID	4039	ACE HARDWARE OF BETHALTO	PERFORMER - ICE CREAM SOCIAL	8700	40599	250.00
CID	6432	ELWYN CHRIS SCHUNEMAN	101 E FERG 2024 RE TAXES	8700	40919	9,092.64
CID	4069	MADISON COUNTY TREASURER	117 (101) E FERG 2024 RE TAXES	8700	40919	540.52
CID	4069	MADISON COUNTY TREASURER	(101) E FERG 2024 RE TAXES	8700	40919	540.52
CID	4069	MADISON COUNTY TREASURER	223 E FERG 2024 RE TAXES	8700	40919	477.62
CID	4069	MADISON COUNTY TREASURER	217 E FERG 2024 RE TAXES	8700	40919	997.64
CID	4069	MADISON COUNTY TREASURER	20 WR AVE 2024 RE TAXES	8700	40919	4.78
CID	4069	MADISON COUNTY TREASURER	DOG PARK - WATER FOUNTAINS	8700	40792	691.09
CID	1084	SCHULTE SUPPLY INCORPORATED	CUPS, WATER - BIKE RAMBLE	8700	40599	30.96
CID	1713	WAL-MART COMMUNITY				12,828.26
CID Total			LETTERING-147,175,176,177,178	8900	40916	4,550.00
NHR SALES TAX	1777	JOSH MCDOWELL	SIDEWALK REPLACEMENTS	8900	40909	34,897.75
NHR SALES TAX	3680	KAMADULSKI EXCAVATION	SHIPPING - CRIBBING	8900	40916	250.00
NHR SALES TAX	1518	SENTINEL EMERGENCY SOLUTIONS				

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NHR SALES TAX	1518	SENTINEL EMERGENCY SOLUTIONS	EQUIPMENT - DEMO PUMPER	8900	40916	975.00
NHR SALES TAX	1518	SENTINEL EMERGENCY SOLUTIONS	ADAPTERS - 4212, 4213	8900	40916	1,475.00
NHR SALES TAX	1518	SENTINEL EMERGENCY SOLUTIONS	CRIBBING KITS - 4212, 4213	8900	40916	1,450.00
NHR SALES TAX	1099	SHEPPARD MORGAN & SCHWAAB	E'VILLE RD TOPOGRAPHIC SURVEY	8900	40906	2,203.69
NHR SALES TAX	1099	SHEPPARD MORGAN & SCHWAAB	E'VILLE RD PROJECT REPORT	8900	40906	16,666.91
NHR SALES TAX Total						62,468.35
RECREATION CENTER	T0001407	BOBBI MAIN	SUMMER CAMP REFUND	9000	20306	290.00
RECREATION CENTER	6398	BRIAN KICHLINE	VOLLEYBALL - PAYROLL	9000	40313	100.00
RECREATION CENTER	5709	CONSTELLATION NEW ENERGY, INC	MAY 2025 - CONSTELLATION	9000	40783	2,686.16
RECREATION CENTER	1087	SCHWARTZKOPF PRINTING INC	CAMP OTTO SHIRTS	9000	40306	777.50
RECREATION CENTER	1087	SCHWARTZKOPF PRINTING INC	FUN MEET SHIRTS	9000	40301	743.75
RECREATION CENTER	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS	9000	40752	66.00
RECREATION CENTER	5495	TRI-CITY REC. PROGRAMS	TRI-CITY VOLLEYBALL 2025	9000	40313	1,748.00
RECREATION CENTER	1713	WAL-MART COMMUNITY	CAMP SNACKS	9000	40306	110.66
RECREATION CENTER	1713	WAL-MART COMMUNITY	ZIP LOCK, KOOL AID - CAMP	9000	40306	9.62
RECREATION CENTER	1713	WAL-MART COMMUNITY	FRONT DESK SNACKS	9000	40304	21.34
RECREATION CENTER	1713	WAL-MART COMMUNITY	SNACK BOWLS - CAMP	9000	40306	9.52
RECREATION CENTER	1713	WAL-MART COMMUNITY	SNACKS - DAY CAMP	9000	40306	53.58
RECREATION CENTER Total						6,616.13
Grand Total						622,547.97

ORDINANCE NO. ____

ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH WILSON REAL ESTATE, LLC 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, Wilson Real Estate, LLC ("Developer") has presented to City a proposal for a redevelopment project in part of the TIF District #3 project area, specifically:

Address: 22 N. 1st Street, Wood River, Illinois 62095.

("Property") (see Development 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: \$51,500.00
- b. City agrees to reimburse the Developer up to the maximum sum of 50% of the project of \$51,500.00, not to exceed \$25,750.00, eligible for reimbursement under the Act.
- c. The 50% of the project of \$51,500.00, not to exceed \$25,750.00, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in a one-time payment after completion of the Project, and passing all City inspections (if any).

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.

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

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN WILSON REAL ESTATE LLC AND CITY OF WOOD RIVER, FOR 22 N. 1ST
STREET, WOOD RIVER, ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer proposes to redevelop:

Address: 22 N. 1st Street, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Assistance 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):

\$51,500.00 Total Costs

(See **Exhibit A**); and

WHEREAS, Developer estimates the total costs to develop the Property will be \$51,500.00, and requests \$25,750.00 total in TIF incentives, with incentives being as follows: electrical upgrades and tuckpointing. (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 likely 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, City has determined that Developer's Project 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, if any, 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 Costs: \$51,500.00
- b. City agrees to reimburse the Developer Up to a maximum sum of 50% of the Redevelopment Project Costs incurred of \$51,500.00, not to exceed \$25,750.00, whichever amount is less, eligible for reimbursement under the Act.
- c. The 50% of the project of \$51,500.00, not to exceed \$25,750.00, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in a one-time payment after completion of the Project, passing all City inspections (if any), and according to terms and conditions stated herein.
- 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 sixty (60) 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, employees or contractors. According to Illinois law, City has statutory tort immunity.

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

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

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

Section 9. Termination of Agreement.

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

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

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

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by

the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

Wilson Real Estate, LLC
1265 N. 9th Street
East Alton, IL 62024

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

Mayor

WILSON REAL ESTATE, LLC

Representative for Wilson Real Estate, LLC

**City of Wood River
TIF Assistance Application**

Address of Proposed Project 22 N. 1st Street

Applicant Information

Applicant Name Wilson Real Estate LLC Phone 618-980-1224
Applicant Address 1265 N. 9th Street Email wilsondavem82@gmail.com
City, State, Zip East Alton, IL 62024
Contact Person/Title David Wilson

Project Costs:

Type of Cost	Projected Cost
Architectural & Engineering Fees	
Legal & Other Professional Fees	
Cost of Marketing Sites	
Purchase Land	
Purchase of Existing Facility	
Demolition Cost	
Site Improvements	\$ 51,500.00
Rehab, Remodel of Existing Building	
Construction of New Building(s)	
Other (Please Specify)	

Total Project Cost \$ 51,500.00
Assistance Requested \$ 25,750.00
Current Fair Market Value \$ 220,640.00
Expected Fair Market Value After Completion of Proposed Project \$ 320,000.00

Are You the Curent Owner of the Property? ☒ YES ☐ NO (If yes, skip to #1)
Are You the Current Tenant of the Property? ☐ YES ☐ NO (If yes, provide owner Information below)
Are you a Prospective Buyer? ☐ YES ☐ NO (If yes, provide owner Information below)

Current Property Owner Information (If different than applicant):

Owner's Name _____ Phone _____
Owner's Address _____ Email _____

**City of Wood River
TIF Assistance Application**

1 Describe the scope and purpose of this project.

Re-tuck point building and upgrade electrical service to code.

2 Identify the proposed tenant (if applicable).

Existing tenant: Royal Printing Co. (month to month lease)

3 Discuss how the proposed project will eliminate or mitigate blighting conditions in the area.

Commercial printer with clients in the Metro East and greater St. Louis area will continue to be serviced from this location.

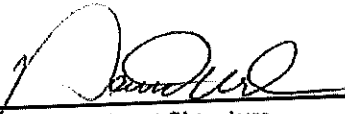
4 Describe the specific economic benefits of this property to the City of Wood River.

Increase property value and appearance

5 Provide narrative explaining why the project is not feasible and could not be carried out with TIF funding assistance:

TIF funds will help offset cost associated with the tuck pointing and bringing electrical up to code.

Hopefully helping with the sale of the building.



Applicant Signature

6.27.25

Date

Bickle Electric Heating & Cooling Contracting Co., Inc.
4795 Section Line Road
Edwardsville, Illinois 62025
(618) 259-4499



Monday, May 19, 2025

Proposal Submitted to:
Dave Wilson
22 N First Street
Wood River, IL 62095
618-980-1224
Willsondavam82@gmail.com

Re: Service Entrance

Scope of Work

We agree to supply all necessary labor, material, and equipment for the above-mentioned project.
Includes:

- Install a new 400 AMP Service Entrance with disconnect.
- Build steel rack for 400 AMP CT Can/Meter

Total labor, materials, and equipment.....\$26,500.00

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'R. D. Bickle', with a long horizontal line extending to the right.

Robert D. Bickle

ESTIMATE

Midwest Tuck Pointing Pro
9008 Hillside Ave
E Saint Louis, IL 62208-1520

midwesttuckpointingpros18@gmail.
com
+1 (314) 313-9192

Bill to

Dave Wilson
22 N 1st Street
Wood River IL

Estimate details

Estimate no.: 1559
Estimate date: 05/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Tuck pointing	Tuck pointing	1	\$25,000.00	\$25,000.00
Total						\$25,000.00

Note to customer

We will be performing tuckpointing on your building, focusing on specific areas that require immediate attention. This includes the left corner section, halfway towards the garage, where we will ensure solid and complete joint repair. Additionally, the entire right side of the second wall from the doorway, from top to bottom, will be thoroughly tuckpointed. Beyond these specific areas, we will inspect the rest of the building and address any cracked, loose, or missing mortar as needed to maintain the structural integrity and aesthetic appeal of your property.

Accepted date

Accepted by

ORDINANCE NO. ____

ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH BT PICKETT HOLDINGS, LLC 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, BT Pickett Holdings, LLC ("Developer") has presented to City a proposal for a redevelopment project in part of the TIF District #3 project area, specifically:

Address: 200 W. Ferguson, Wood River, Illinois 62095.

("Property") (see Development 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: \$200,000.00
- b. City agrees to reimburse the Developer up to the maximum sum of 25% of the purchase price of \$200,000.00, or \$50,000.00, whichever amount is less, eligible for reimbursement under the Act.
- c. 25% of the purchase price of \$200,000.00, or \$50,000.00, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in a one-time payment after closing.

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.

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

AYES: _____
NOES: _____

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

155702905.1
#3246711v1

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN BT PICKETT HOLDINGS, LLC AND CITY OF WOOD RIVER, FOR 200 W.
FERGUSON, WOOD RIVER, ILLINOIS**

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

PREAMBLE

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

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

WHEREAS, Developer proposes to purchase:

Address: 200 W. Ferguson, Wood River, Illinois 62095

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Wood River TIF Assistance 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):

\$200,000.00 Total Costs

(See Exhibit A); and

WHEREAS, Developer estimates the total costs to purchase the Property will be \$200,000.00. (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 likely 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, City has determined that Developer's Project 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, if any, 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 Costs: \$200,000
- b. City agrees to reimburse the Developer Up to a maximum sum of 25% of the purchase price, or \$50,000.00, whichever amount is less, eligible for reimbursement under the Act.
- c. 25% of the purchase price, or \$50,000.00, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in a one-time payment after closing and according to terms and conditions stated herein.
- 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 sixty (60) 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, employees or contractors. According to Illinois law, City has statutory tort immunity.

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

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

Section 8. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or

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

Section 9. Termination of Agreement.

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

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

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

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from

and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

To the Developer:

BT Pickett Holdings, LLC
4822 Seiler Rd.
Dorsey, IL 62021

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

Mayor

BT Pickett Holdings, LLC

Representative for BT Pickett Holdings, LLC

**City of Wood River
TIF Assistance Application**

Address of Proposed Project 200 W. Ferguson

Applicant Information

Applicant Name BT Pickett Holdings, LLC Phone 618-334-5899
Applicant Address 4822 Seller Road Email btpickettholdings@yahoo.com
City, State, Zip Dorsey, IL 62021
Contact Person/Title Brad & Tara Pickett

Project Costs:

Type of Cost	Projected Cost
Architectural & Engineering Fees	
Legal & Other Professional Fees	
Cost of Marketing Sites	
Purchase Land	
Purchase of Existing Facility	\$ 200,000.00
Demolition Cost	
Site Improvements	
Rehab, Remodel of Existing Buiding	
Construction of New Building(s)	
Other (Please Specify)	

Total Project Cost \$ 200,000.00
Assistance Requested \$ 50,000.00
Current Fair Market Value \$ 199,850.00
Expected Fair Market Value After Completion of Proposed Project \$ 199,850.00

Are You the Curent Owner of the Property?

YES

☒ NO

(If yes, skip to #1)
(if yes, provide owner information below)

Are You the Current Tenant of the Property?

YES

☒ NO

(if yes, provide owner information below)

Are you a Prospective Buyer?

☒ YES

NO

Current Property Owner Information (if different than applicant):

Owner's Name Melissa Bell Yates Phone 618-972-6477

**City of Wood River
TIF Assistance Application**

1 Describe the scope and purpose of this project.

This project includes purchasing the building and renovating it to add a luxury bridal and groom suite, modern restrooms, a fully repaved parking lot, and updated outdoor space. These improvements will enhance the property's value and attract more customers.

2 Identify the proposed tenant (if applicable).

The proposed tenant will remain Rustic Roots under new ownership. The space will operate solely as an event venue, with the retail component no longer part of the business.

3 Discuss how the proposed project will eliminate or mitigate blighting conditions in the area.

The project will address several existing blighting conditions by renovating an underutilized building that needs significant improvements. Planned work includes interior renovations, tuckpointing to repair and preserve the structure, new exterior lighting to enhance safety and appearance, repaving the parking lot, and demolishing an old shed to create space for outdoor weddings. These updates will transform the property into an attractive, well-maintained venue that improves the overall look and vitality of the area.

4 Describe the specific economic benefits of this property to the City of Wood River.

The project will increase the property's assessed value, generating additional property tax revenue for the City. By attracting more events and visitors, it will support local businesses and encourage further investment in the area. The renovated venue will contribute to the local economy and help build Wood River's reputation as a destination for high-end yet approachable weddings and events.

5 Provide narrative explaining why the project is not feasible and could not be carried out with TIF funding assistance:

Without TIF funding assistance, the project would not be financially feasible. All available capital is needed for the property purchase, leaving no funds for the necessary renovations, repairs, and code compliance upgrades. TIF support is essential to complete these improvements, bring the property up to code, and ensure it can be modernized and fully utilized as a high-quality event venue.

Tara N. Pickett
Applicant Signature

6/30/2025
Date

Business Plan: Rustic Roots LLC

Executive Summary

Rustic Roots Event Center is entering an exciting new chapter under new ownership, with a bold vision to transform the venue into a premier destination for weddings, celebrations, and community events in the region. While preserving the venue's original charm and rustic appeal, the new leadership is committed to enhancing both the experience and infrastructure—creating a space that is not only beautiful, but also highly functional, inclusive, and unforgettable.

The vision for Rustic Roots includes extensive facility upgrades such as modernized restrooms, luxury bridal and groom suites, a fully repaved parking lot, a full exterior restoration including an outdoors space. These improvements will position the center as a high-end yet approachable venue, capable of hosting everything from elegant weddings to business retreats and family reunions.

The new ownership team brings fresh energy, deep industry knowledge, and a customer-first mindset. By combining personalized service with elevated aesthetics and amenities, Rustic Roots aims to become a leading name in the local event industry—where memories are made, and every detail matters.

Our strategic vision includes expanding our offerings and upgrading our facilities, including:

- Repaving the parking lot
- Tuckpointing and restoring the exterior
- Creating outside lighting
- Constructing modern bathrooms
- Adding a luxury bridal suite and groom's suite

Business Objectives

1. Host 120+ events annually by Year 2.
 2. Increase revenue by 40% over 3 years through facility upgrades and premium services.
 3. Complete renovation and expansion projects within 24 months.
 4. Build a strong brand reputation in the regional event industry.
-

Company Description

Business Name: Rustic Roots LLC

Location: 200 West Ferguson, Wood River, Illinois 62095

Ownership: 2 Member LLC – Brad & Tara Pickett

Established: 2025

Rustic Roots LLC currently offers 5,000 sq. ft. of event space, ideal for mid-sized weddings and events. The building has historic character but requires updates to match the standards of modern event spaces. Our goal is to blend classic charm with modern luxury.

MARKET ANALYSIS

Industry Overview

- The U.S. wedding services industry generates over \$60 billion annually.
- Corporate events and private celebrations contribute significantly to the demand for event spaces.
- Trends indicate a growing preference for full-service venues with luxury amenities.

Target Market

- **Weddings (Primary):** Brides/grooms aged 25-40, mid-to-high income.
- **Corporate Clients:** Businesses seeking off-site meeting and celebration venues.
- **Community Events:** Churches, schools, nonprofits, and local groups.

Competitive Analysis

Local competitors offer basic amenities or are limited by size, parking, or aesthetics. Rustic Roots LLC's advantage will be its upscale experience, on-site bridal and groom suites, and facility versatility.

MARKETING & SALES STRATEGY

Branding

- Rebranding to emphasize elegance, customer service, and luxury.
- Updated logo, website, and digital assets.

Marketing Channels

- Website with 360° virtual tour and booking engine
- Social media (Instagram, Facebook, Pinterest, TikTok)
- Partnerships with photographers, planners, florists, and caterers
- Listings on The Knot, WeddingWire, and EventUp

Sales Strategy

- Offer early-bird pricing for first 50 renovated bookings
 - Commission-based referral incentives for vendors
 - Upsell packages: decor, furniture upgrades, in-house coordination
-

OPERATIONAL PLAN

Staffing

- Event Coordinator
- On-site Manager (for weekends)
- Cleaning and Maintenance Staff (contracted or part-time)

Timeline

- **Months 1-6:** Secure financing, finalize contractor bids, marketing campaign
- **Months 7-12:** Construct bridal and grooms suites
- **Months 12-24:** Complete tuckpointing, restroom remodel, and parking lot

RESOLUTION NO.

A RESOLUTION OF THE CITY OF WOOD RIVER ADOPTING THE 2025 MADISON COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN

WHEREAS, the City of Wood River recognizes the threat that natural and man-made hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within the City of Wood River; and

WHEREAS, the City of Wood River has prepared an all hazards mitigation plan, hereby known as the 2025 Madison County Multi-Jurisdictional All Hazards Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968 and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Madison County Multi-Jurisdictional All Hazards Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Wood River from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Wood River demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Madison County Multi-Jurisdictional All Hazards Mitigation Plan.

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

Adopts the 2025 Madison County Multi-Jurisdictional All Hazards Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

Passed by the City Council of the City of Wood River, Illinois, and deposited and filed in the Office of the City Clerk, on the 7th day of July 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

MADISON COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN PUBLIC FORUM SUMMARY HANDOUT

JUNE 25, 2025

4:00 P.M. – 6:00 P.M.

Each year natural hazards (i.e., severe thunderstorms, tornadoes, severe winter storms, flooding, etc.) cause damage to property and threaten the lives and health of Madison County residents. Since 1969, Madison County has been included in 16 emergency and major federal disaster declarations and experienced at least \$170.5 million in recorded property damages and \$46.5 million in recorded crop damages.

In the last 10 years alone (2014 – 2023), there have been 100 verified heavy rain events, 83 thunderstorms with damaging winds, 55 excessive heat events, 31 severe storms with hail one inch in diameter or greater, 25 flash flood events, 19 severe winter storms, 18 extreme cold events, 17 riverine flood events, 6 verified landslides, 6 lightning strikes with verified damages, 4 tornadoes, 2 verified mine subsidence events, 2 levee failures, and one earthquake in the County. While natural and man-made hazards cannot be avoided, their impacts can be reduced through effective hazard mitigation planning and implementation.

What is hazard mitigation planning?

Hazard mitigation planning is the process of determining how to reduce or eliminate property damage and loss of life from natural and man-made hazards. This process helps the County and participating jurisdictions reduce their risk by identifying vulnerabilities and developing mitigation actions to lessen and sometimes even eliminate the effects of a hazard. The results of this process are documented in an all hazards mitigation plan.

Why prepare an updated all hazards mitigation plan?

By preparing and adopting an updated all hazards mitigation plan, participating jurisdictions become or remain eligible to apply for and receive federal hazard mitigation funds to implement mitigation actions identified in the plan. These funds, made available through the Disaster Mitigation Act of 2000, can help provide local government entities with the opportunity to complete mitigation projects that would not otherwise be financially possible.

Who participated in the update of the County's All Hazards Mitigation Plan?

Recognizing the benefits that could be gained from preparing an updated all hazards mitigation plan, Madison County invited all the local government entities within the County to participate. The following jurisdictions chose to participate in the Plan update with the County:

- | | | |
|---|-----------------------------------|-------------------------------|
| ❖ Alhambra, Village of | ❖ Glen Carbon FPD | ❖ Pontoon Beach, Village of |
| ❖ Alton, City of | ❖ Godfrey, Village of | ❖ Roxana, Village of |
| ❖ Alton CUSD #11 | ❖ Granite City, City of | ❖ Roxana CUSD #1 |
| ❖ America's Central Port | ❖ Grantfork, Village of | ❖ St. Jacob, Village of |
| ❖ Anderson Hospital | ❖ Hamel, Village of | ❖ St. Mary's Catholic School |
| ❖ Bethalto CUSD #8 | ❖ Highland, City of | ❖ South Roxana FPD |
| ❖ Center for Educational Opportunities – ROE 41 | ❖ Leef Township | ❖ SIUE |
| ❖ Collinsville, City of | ❖ Livingston, Village of | ❖ Troy, City of |
| ❖ Collinsville CUSD #10 | ❖ Madison, City of | ❖ Troy FPD |
| ❖ Collinsville Township | ❖ Marine, Village of | ❖ Venice, City of |
| ❖ East Alton, Village of | ❖ Marquette Catholic High School | ❖ Wood River, City of |
| ❖ Edwardsville, City of | ❖ Maryville, Village of | ❖ Wood River D&LD |
| ❖ Edwardsville CUSD #7 | ❖ Metro East Sanitary District | ❖ Wood River-Hartford ESD #15 |
| ❖ Edwardsville Township | ❖ Nameoki Township | ❖ Worden, Village of |
| ❖ Glen Carbon, Village of | ❖ Olive FPD | |
| | ❖ OSF St. Anthony's Health Center | |

MADISON COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN

How was the Plan update developed?

The Madison County Multi-Jurisdictional All Hazards Mitigation Plan update was developed through the Madison County Multi-Jurisdictional All Hazards Mitigation Planning Committee. The Committee included representatives from each participating jurisdiction, as well as input from agriculture, business and industry, economic development, education, emergency services, healthcare, regional planning, social services, and utilities. The Planning Committee met four times between March 2024 and June 2025.

Which hazards are included in the Plan update?

After reviewing the risk assessment, the Planning Committee chose to include the following hazards in the Plan:

Natural Hazards

- ❖ severe storms (thunderstorms, hail, lightning & heavy rain)
- ❖ excessive heat
- ❖ floods (riverine & flash)
- ❖ severe winter storms (snow & ice)
- ❖ extreme cold
- ❖ tornadoes
- ❖ drought
- ❖ earthquakes
- ❖ mine subsidence

- ❖ landslides
- ❖ levee failures
- ❖ dam failures

Man-Made Hazards

- ❖ hazardous substances (generation, transportation, and storage/handling)
- ❖ waste disposal
- ❖ hazardous material incidents
- ❖ waste remediation
- ❖ terrorism

What is included in the Plan update?

The Plan update is divided into sections that cover the planning process; risk assessment; jurisdiction capabilities; changes in conditions, including land use and development; mitigation strategy, including the jurisdiction-specific mitigation action lists; plan maintenance; and adoption. The majority of the Plan update is devoted to the risk assessment and mitigation strategy.

The risk assessment identifies the natural and man-made hazards that pose a threat to the County and includes a profile of each hazard, which describes the location and severity of past occurrences, reported damages to public health and property, and the likelihood of future occurrences. It also provides a vulnerability analysis that estimates the potential impacts each natural hazard would have on the health and safety of the residents of Madison County, as well as the buildings, critical facilities, and infrastructure in the County.

The key component of the mitigation strategy is a list of the projects and activities developed by each participating jurisdiction to reduce the potential loss of life and property damage that results from the natural hazards identified in the risk assessment. These projects and activities are intended to be implemented *before* a hazard event occurs.

What happens next?

Any comments received at today's public forum and during the public comment period will be reviewed and, where applicable, incorporated into the draft Plan update before it is submitted to the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) and the Federal Emergency Management Agency (FEMA) for review. Once IEMA-OHS and FEMA have reviewed and approved the Plan, it will be presented to the County and each participating jurisdiction for formal adoption. After adopting the Plan update, each participating jurisdiction will be eligible to apply for federal mitigation funds and can begin implementing the mitigation actions identified in the Plan.

Hazard Mitigation Plan Adoption

The County's Hazard Mitigation Plan (HMP) evaluates damage to life and property from natural hazards that have impacted the County and participating jurisdictions and identifies projects and activities to reduce these damages before an event occurs. The HMP fulfills federal planning requirements of the Stafford Act as amended by the Disaster Mitigation Act of 2000 and the Disaster Recovery and Reform Act.

The main benefit of updating the HMP is that the participating jurisdictions can become eligible to apply for and receive federal hazard mitigation funds to implement the mitigation actions identified in the Plan. In order to access certain types of non-emergency disaster assistance, jurisdictions must be a participant of a current, FEMA-approved hazard mitigation plan.

The final step in the update process is having each of the participating jurisdictions adopt the Plan by formal resolution. This is a FEMA requirement to access hazard mitigation funds. These funds, made available through FEMA's Hazard Mitigation Assistance grant program, can help provide local government entities with the opportunity to complete mitigation projects that would not otherwise be financially possible.

Once the adoption resolutions from the participants are received, they will be submitted to FEMA who will issue the final Approval Letter, which begins the five-year approval period and sets the expiration date for the HMP. HMPs must be reviewed, revised, and resubmitted to the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) and FEMA at least once every five years to remain current and effective.

Any jurisdiction that chooses not to adopt the Plan will not be eligible to apply for mitigation assistance funding; however, the decision not to adopt the HMP will not affect the eligibility of those who do.

The heart of the HMP is the *mitigation strategy, which contains a list of the projects and activities developed by each participating jurisdiction to reduce the potential loss of life and property damage* that results from the hazards identified in the risk assessment section of the Plan. ***Adoption of the Plan does not obligate your jurisdiction to fund or complete the projects and activities identified for your jurisdiction in the HMP.*** This is a wish list of what your jurisdiction would like to see accomplished if funding becomes available.

In short there is no downside to adopting the HMP. It ensures your jurisdiction is eligible to apply for mitigation project funding through IEMA-OHS/FEMA in the future, but does not obligate your jurisdiction to fund or complete the projects and activities listed if funding isn't available.

This fact sheet was prepared by AEC, LLC, your partner in updating the County's Hazard Mitigation Plan.

Applying for FEMA Hazard Mitigation Assistance Funding

Funding to implement some of the mitigation actions identified in the Plan may be made available through FEMA's Hazard Mitigation Assistance grant programs. These funds can help provide local government entities with the opportunity to complete mitigation projects that would not otherwise be financially possible.

To be eligible to apply for funding through these programs a jurisdiction must meet the following criteria.

Participate in the development of and adopt the current, approved Hazard Mitigation Plan

Your jurisdiction (i.e., municipality, township, fire protection district, school, etc.) must have participated in the development of a current hazard mitigation plan (HMP) and adopted it by formal resolution following its conditional approval by FEMA to be eligible to apply for funding. These Plans are usually developed in partnership with the county. If your county does not have a HMP or if your county's HMP has expired, you cannot apply for hazard mitigation assistance funding. Alternately, if your county has a current HMP but your jurisdiction did not participate in its development and adoption, then your jurisdiction is not eligible to apply for funding.

HMPs are effective for 5 years from the date of the Approval Letter provided by FEMA. Generally the HMP must be current and effective at the date of application and the date of award. To check whether your jurisdiction participated in a HMP and whether it is current, please visit FEMA's Hazard Mitigation Plan Status interactive map at: <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=aeb0e462543b4fa69aeaf858945e1262>

The mitigation project/activity you are seeking funding for must be listed in your jurisdiction's mitigation action table in the current, approved HMP.

Only hazard mitigation projects and activities specifically listed in your jurisdiction's mitigation action table within the HMP are eligible for funding consideration. Make sure to check the "Funding Sources" column for the specific project/activity you would like to apply for funding in your mitigation action table to see if FEMA is listed as a potential funding source. Not all projects and activities listed in the mitigation action tables are fundable through FEMA. Attached is a list of ineligible activities provided by FEMA Region 5.

If your jurisdiction has a mitigation action table in the current HMP, but the project/activity you are considering applying for funding is not listed in the table, then you will need to talk with the agency/department responsible for maintaining your hazard mitigation plan to add the project/activity. In many counties this will be the emergency management agency or planning department. Projects and activities can be added at any time during the life of an HMP so long as the jurisdiction participated in its development and adopted the HMP.

Applying for FEMA Hazard Mitigation Assistance Funding

Timing:

Depending on the grant program, funding may be announced annually or only become available following a federally declared disaster within the State. In seeking funding through these programs, the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) is actually the applicant while local jurisdictions are considered subapplicants.

Prior to the federal Notice of Funding Opportunity (NOFO) release for these programs, IEMA-OHS typically requests each subapplicant complete and submit a Pre-Application for each project/activity for which funding is being sought. IEMA-OHS will review the Pre-Applications submitted and select projects and activities that meet its funding priorities and have the best opportunity of receiving grant funding. These subapplicants will be asked to complete full grant subapplications.

Tips:

- ❖ **Don't wait for the Pre-Application request to begin planning for your project or activity!** A detailed budget with cost estimate will be required for all projects and must include line-item breakdowns for the work to be performed. Budget preparation takes time, especially if it involves quotes from contractors, so plan accordingly.
- ❖ **Words Matter!** The project/activity narrative provided in the mitigation action tables should be your starting point for preparing your project description for the Pre-Application. Each project/activity description must contain key words that demonstrate your project/activity truly meets the definition of mitigation (any sustained action that reduces the long-term risk to people and property from hazard events). If your description is vague or doesn't contain the right key words, it may be passed over even if it is a good project.
- ❖ **Determine your status!** Funding for the hazard mitigation assistance programs is usually 75% federal, 25% local. That is, if a project is estimated to cost \$100,000, FEMA would contribute \$75,000 and the subapplicant's jurisdiction would be responsible for providing \$25,000 through cash or in-kind services (such as staff time or materials). In years past, FEMA has offered a higher federal cost share based on criteria such as a community's social and economic status. Check the NOFO to determine whether such criteria will be used.

Figure MIT-47
Wood River Hazard Mitigation Actions
(Sheet 1 of 6)

Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC) [§]	Reduce Effects of Hazard(s) on Infrastructure	Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time to Complete Activity	Funding Source(s)	Status
Make public information materials available to residents that detail the risks to life and property associated with the natural and man-made hazards that impact the City and the proactive approaches they can take to reduce their risk.	DF, DR, EC, EH, EQ, F, L, LF, MMH, SS, SWS, T	—	E&A	Large SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	—	1, 2	LM/LL	Low/Medium	Mayor / City Council	1-5 years	City Local Resources	New
Separate combined sewer system and, where necessary, construct bioretention/detention basins to better manage stormwater runoff, reduce flow rates to wastewater treatment plant, increase system resilience, prevent damage to the collection systems and plant during flood events, and reduce the potential for waterborne disease outbreaks from a combined sewer overflow discharge event.	F, SS	WS	S&IP	Large SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	Yes	Yes	3, 5	High	Mayor / City Council	5-10 years	City General Fund / IEPA SRF – WPCIP / DCEO CDBG	Existing (2020)

§ Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of “Yes”, and/or an Economically Disadvantaged Rural Community (EDRC) designation of “Yes” identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

† Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the financial constraints experienced by a city of this size (approx. 10,500 individuals). The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

Acronyms

Priority	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most frequent hazards
HM	Mitigation action with the potential to reduce impacts from the most frequent hazards
LM	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the less frequent hazards
HL	Mitigation action with the potential to reduce impacts from the less frequent hazards
LL	Mitigation action with the potential to reduce impacts from the less frequent hazards

Hazard(s) to be Mitigated:

DF	Dam Failure	L	Landslides
DR	Drought	LF	Levee Failure
EC	Extreme Cold	MMH	Man-Made Hazard
EH	Excessive Heat	SS	Severe Storm
EQ	Earthquake	SWS	Severe Winter Storm
F	Flood	T	Tornado

Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure Projects
C	Communications	H&M	Health & Medical
E	Energy (Power & Fuel)	S&S	Safety & Security
FHS	Food, Hydration, Shelter	T	Transportation
HM	Hazardous Material	WS	Water Systems

Community Lifelines to be Mitigated:

C	Communications	H&M	Health & Medical
E	Energy (Power & Fuel)	S&S	Safety & Security
FHS	Food, Hydration, Shelter	T	Transportation
HM	Hazardous Material	WS	Water Systems

Storm Sirens - Upgrades and future systems or system additions added in final copy. (JS)

Figure MIT-47

(Sheet 2 of 6)

- + Identifies the most likely funding source to be pursued for the activity/projects. The City works hard to ensure that the most likely funding source is identified and pursued. The City works hard to ensure that the most likely funding source is identified and pursued.

... -f x f(x) dx = 0

Figure MIT-47
Wood River Hazard Mitigation Actions
(Sheet 3 of 6)

Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC) [‡]	Reduce Effects of Hazard(s) on Buildings & Infrastructure	Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s) [†]	Status
Acquire flood-prone properties and remove any existing structures.	F	S&S	S&IP NSP	Small SVI: 0.0920 - 0.6328 CEJST: No EDRC: No	— Yes	2, 4, 6	HM	Medium/High	Mayor / City Council	5-10 years	City General Fund / FEMA HMA Swift Current	Existing (2020)
Construct stormwater detention/retention basins to store stormwater runoff and alleviate drainage/flooding problems.	F, SS	S&S	S&IP	Medium SVI: 0.0920 - 0.6328 CEJST: No EDRC: No	Yes	3, 5	HM	Medium/High	Mayor / City Council	10-15 years	City General Fund / FEMA HMA	Existing (2020)
Develop and distribute educational materials to the general public on flood protection and proofing/retrofitting of existing homes.	F	S&S	E&A	Medium SVI: 0.0920 - 0.6328 CEJST: No EDRC: No	—	1, 2	LM	Low/Medium	Mayor / City Council	1-3 years	City Local Resources	Existing (2020)

[‡] Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of "Yes", and/or an Economically Disadvantaged Rural Community (EDRC) designation of "Yes" identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

[†] Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the financial constraints experienced by a city of this size (approx. 10,500 individuals). The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

Acronyms

Priority	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most frequent hazards
HM	Mitigation action with the potential to reduce impacts from the most frequent hazards
LM	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the less frequent hazards
HL	Mitigation action with the potential to reduce impacts from the less frequent hazards
LL	Mitigation action with the potential to reduce impacts from the less frequent hazards

Hazard(s) to be Mitigated:

DF	Dam Failure	L	Landslides
DR	Drought	LF	Levee Failure
EC	Extreme Cold	MMH	Man-Made Hazard
EH	Excessive Heat	SS	Severe Storm
EQ	Earthquake	SWS	Severe Winter Storm
F	Flood	T	Tornado

Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure Projects
C	Communications	H&M	Health & Medical
E	Energy (Power & Fuel)	S&S	Safety & Security
FHS	Food, Hydration, Shelter	T	Transportation
HM	Hazardous Material	WS	Water Systems

Figure MIT-47
Wood River Hazard Mitigation Actions
(Sheet 4 of 6)

Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC) [§]	Reduce Effects of Hazard(s) on Infrastructure	Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s) [†]	Status
Participate in the East St. Louis & Vicinity Ecosystem Restoration and Recreation Project to protect wetlands and floodplains.	F	S&S	NSP	Small SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	New Existing	4, 6	HM	Medium/High	Mayor / City Council	1-5 years	City Local Resources	Existing (2020)
Retrofit existing city-owned buildings and critical facilities to current earthquake code standards and harden infrastructure to meet earthquake design guidelines to mitigate damage from an earthquake event.	EQ	S&S	S&TP	Small SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	—	Yes	LM	High/Medium	Mayor / City Council	15-20 years	City General Fund / FEMA HMA	Existing (2020)
Develop and distribute educational materials to the general public on measures that can be taken to avoid structure damage related to earthquakes.	EQ	—	E&A	Small SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	—	1, 2	LM/LL	Low/Medium	Mayor / City Council	2-5 years	City Local Resources	Existing (2020)

§ Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of “Yes”, and/or an Economically Disadvantaged Rural Community (EDRC) designation of “Yes” identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

† Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the financial constraints experienced by a city of this size (approx. 10,500 individuals). The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

Acronyms

Priority	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most frequent hazards
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Hazard(s) to be Mitigated:

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Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
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HM	Hazardous Material	WS	Water Systems

Community Lifelines to be Mitigated:

C	Communications	H&M	Health & Medical
E	Energy (Power & Fuel)	S&S	Safety & Security
FHS	Food, Hydration, Shelter	T	Transportation
HM	Hazardous Material	WS	Water Systems

Figure MIT-47
Wood River Hazard Mitigation Actions
(Sheet 5 of 6)

Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC) [‡]	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s) [†]	Status
					New	Existing							
Adopt, enforce & update building codes as needed to reduce structure vulnerability to seismic activity.	EQ	--	LP&R	Large SVI: 0.0920 - 0.6328 CEJST: No EDRC: No	Yes	Yes	2, 4, 8	HL	Low/High	Mayor / City Council	2-4 years	City General Fund / FEMA HMA	Existing (2020)
Evaluate the feasibility of participating in the National Flood Insurance Program's voluntary Community Rating System to reduce flood insurance premiums.	F	S&S	E&A	Small SVI: 0.0920 - 0.6328 CEJST: No EDRC: No	--	--	3, 4, 5	LM	Low/Medium	Mayor / City Council / Building Official	3-5 years	City Local Resources	Existing (2020)
Review new Flood Insurance Rate Maps (FIRMs) when they become available. Update the flood ordinance to exceed federal standards and reflect the revised FIRMs and present both for adoption. Enforce flood ordinance to ensure new development does not increase flood vulnerability or create unintended exposures to flooding.*	F	S&S	LP&R	Small SVI: 0.0920 - 0.6328 CEJST: No EDRC: No	Yes	Yes	2, 4, 6, 7	HM	Low/Medium	Mayor / City Council / Building Official	1-5 years	City Local Resources	Existing (2020)

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[†] Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the financial constraints experienced by a city of this size (approx. 10,500 individuals). The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

* Mitigation action to ensure continued compliance with NFIP.

Acronyms

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Type of Mitigation Activity:

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Figure MIT-47
Wood River Hazard Mitigation Actions
(Sheet 6 of 6)

Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC) [‡]	Reduce Effects of Hazard(s) on Buildings & Infrastructure	Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s) [†]	Status
Continue to make the most recent Flood Insurance Rate Maps available to assist the public in considering where to construct new buildings.*	F	S&S	E&A	Small SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	Yes	1, 2, 6, 7	LM	Low/Medium	Building Official	1-5 years	City Local Resources	Existing (2020)
Make City officials aware of the most recent Flood Insurance Rate Maps and issues related to construction in a floodplain.*	F	S&S	E&A	Small SVI: 0.0920 – 0.6328 CEJST: No EDRC: No	Yes	1	LM	Low/Medium	Building Official	1-5 years	City Local Resources	Existing (2020)

[‡] Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of “Yes”, and/or an Economically Disadvantaged Rural Community (EDRC) designation of “Yes” identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

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Acronyms

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FHS	Food, Hydration, Shelter	T	Transportation
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Schedule of Prices

Contractor's Name: S. Shafer Excavating Inc.

Address: 4212 Sam's Road Pontoon Beach, IL. 62040
shaferexcinc@att.net 618-931-6237

Item Number	Items	Total
1.	Building Demolition – 876 State Street	\$49,000.00

Bidder's Total Proposal \$49,000.00

PART 1 – LEGAL AND PROCEDURAL DOCUMENTS

SECTION 1.1: NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS

The Department of Public Services of the City of Wood River will receive sealed bids for "Building Demolition – 876 State Street" until 10:00 am on Tuesday, June 24, 2025 at 111 Wood River Avenue, Wood River, Illinois. Bids will be publicly opened and read at that time.

The work shall consist of demolition and disposal of the building and parking lot located at 876 State Street, Wood River, IL 62095.

Proposed contract forms as well as specifications are on file in the office of the Department of Public Services, 100 Anderson Avenue, Wood River, Illinois and may be obtained, in person or electronically, upon request by calling the Director of Public Services at 618-251-3100, Option 3.

All proposals must be made on forms furnished by the City, and the entire set of documents submitted intact.

The City of Wood River reserves the right to not open a sole bid and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest and best bid for the work.

1.1a EXAMINATION OF SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the work under the attached contract.

Upon request, all available information in the possession of the City will be shown to bidders, but correctness of any such information is not guaranteed by the City.

No pleas of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said contract, specifications and drawings, or will be accepted as a basis for any claim whatsoever for additional compensation.

1.1b DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in Section 1.1. Each proposal shall be placed in a sealed envelope plainly marked to indicate its contents. Only sealed proposals will be accepted.

1.1c COMPLIANCE WITH OTHER REGULATIONS: The Contractor shall be held solely responsible for compliance with other applicable City, County, State and Federal laws and regulations not specifically referenced within these documents. The Contractor is solely responsible for the safety of his employees in their work performance and of the worksite.

1.1d CONTRACT BOND: The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. A Bid Bond is Not Required.

1.1e PREVAILING WAGE RATES: The successful bidder, and all his subcontractors, shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all laborers, craftsmen, journeyman, and other workers employed in the work necessitated by the fulfillment of this contract. The successful bidder shall also be required to enter agreement with Southwest Illinois Building Trades Council.

1.11 PROJECT LABOR AGREEMENT: This contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement contained herein for the project known as "Building Demolition - 876 State Street" with the Southwest Illinois Building and Construction Trades Council, AFL-CIO, and its affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

SECTION 1.2 – PROPOSAL

Submitted by: S. Shafer Excavating Inc.

FOR THE PROJECT TITLED: "Building Demolition – 876 State Street"

TO: The Mayor and City Council of the City of Wood River, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices and lump sum prices for which he proposes to perform each item of work; and that the extensions and total must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work.

I agree to complete the work under this proposal no later than August 25, 2025, unless additional time is granted by the City of Wood River, Illinois.

Signature of Bidder: Tammy Shafer for S. Shafer Excavating Inc.

(Individual or Corporate Name)

BY: Tammy Shafer

TITLE: President

ADDRESS: 4212 Sam's Road

Pontoon Beach, IL. 62040

PHONE: 618-931-6237

SECTION 1.2 – CONTRACT

THIS CONTRACT entered _____, 2025, between THE CITY OF WOOD RIVER, ILLINOIS

(City), and S. Shafer Excavating Inc. (Contractor) WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The City agrees to pay the Contractor for his performance according to the payment schedule.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **Building Demolition – 876 State Street.**
- D. The date for completion of this project is August 25, 2025.

IN WITNESS WHEREOF, the parties have signed this contract on _____, 2025.

CITY OF WOOD RIVER, ILLINOIS (City):

BY: _____ (Mayor)

ATTEST: _____ (City Clerk)

IF CORPORATION:

S. Shafer Excavating Inc. (Contractor)

BY: Tammy Shafer (President)

ATTEST: Sam Shafer (Secretary)

IF PARTNERSHIP:

NA _____ (Contractor)

NA _____ (Contractor)

NA
(Partners doing business under the firm name of)

IF PARTNERSHIP:

NA _____ (Contractor)

PART 2 – GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1: DEFINITIONS

2.1a CONTRACT DOCUMENTS: The contract comprises the following documents:

- Part 1 – Legal and Procedural Documents
 - a) Notice to Contractors and Instruction to Bidders
 - b) Proposal
 - c) Contract
- Part 2 – General Conditions of the Contract
- Part 3 – Special Provisions

2.1b ACT OF GOD: Act of God means earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

SECTION 2.2: DIRECTOR OF PUBLIC SERVICES-CITY-CONTRACTOR RELATIONS

2.2a RESPONSIBILITY AND AUTHORITY: The Contractor is responsible for the direction and control of the work forces, pursuit of the work and proper completion and functioning of the project. The City's Director of Public Service, or his designee, shall have authority to communicate his opinions concerning proper procedures to assure a final work product in compliance with the plans and specifications, to the Contractor's general supervisor, who shall consider such opinion, given the fact that the Director of Public Service, or his designee, shall have the power to decide any and all questions which may arise as to the quality and acceptability of the material furnished, work performed, rate of progress of the work, interpretation of the plans, drawings and specifications and all questions relating to the acceptability of the final product as being in compliance with the plans and specifications.

2.2c SUSPENSION/DELETION OF WORK: The City's Director of Public Service, or designee, shall have the authority to suspend or delete the work, wholly or in part, for such periods or completely as he may deem necessary. The Contractor shall not suspend operations without the City's Director of Public Service's, or designee's, permission.

2.2d INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the City's Director of Public Service, or designee, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The City's Director of Public Service, or designee, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

2.2e EXAMINATION OF COMPLETED WORK: All completed work will be inspected and accepted by the City's Director of Public Service, or designee.

2.2f SUBCONTRACTS: At the time specified by the Contract Documents, or when requested by the City's Director of Public Service, or designee, the Contractor shall submit in writing to the City for approval from the Director of Public Service, or designee, the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City's Director of Public Service, or designee. The Contractor is responsible to the City for the acts

and omissions of his subcontractors, and of their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For the convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the City or the City Director of Public Service, or designee, an arbiter to establish limits of the contracts between Contractor and subcontractors.

2.2g PROSECUTION OF THE WORK: The Contractor shall pursue the work with an adequate crew and in a continuous manner in order to minimize the construction time regardless of time allowed. The Contractor agrees not to divert workers to other jobs; reducing crews, etc. will not be permitted without the permission of the City's Director of Public Service. Such permission, if granted, shall not be grounds for extension of time for completion. Project is to be started within ten (10) days of the Notice to Proceed and completed within 30 days of the start of demolition.

SECTION 2.3: MATERIALS AND WORKMANSHIP

2.3a MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Specifications, and shall be furnished by the Contractor.

2.3b CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

2.3c CLEANING UP: The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operations or caused by his employees, and shall remove all surplus materials leaving the site, smooth, clean and true to line and grade.

2.3d WORKMANSHIP: All work shall be performed by workers trained, skilled and experienced in the type of work being performed. All work shall be accomplished in a workmanlike manner in accordance with all applicable codes, manufacturer's recommendation and normal, accepted construction industry standards. The Contractor is solely responsible for the work and workmanship being in completion with the contract requirements. Such results are the responsibility of the Contractor.

SECTION 2.4: INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

2.4a INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois as will protect himself, his subcontractors, the City, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operation under this Contract. The policy shall name the City of Wood River, its officers, agents, employees and independent contractors as additional named insured. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. Each policy shall contain a provision that the City is not responsible to reimburse the insurer for any deductible amounts. The amounts of such insurance shall not be less than the following:

I.	Worker's Compensation Employers Liability	State - Statutory
		\$500,000 per Accident
		\$500,000 Disease/Each Accident
II.	Comprehensive General Liability	\$500,000 Disease/Policy Limit
	Bodily Injury	\$1,000,000 each occurrence
		\$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence
		\$500,000 aggregate
		OR
		\$1,000,000 Combined Single Limit

The Comprehensive General Liability shall be on the Comprehensive Form, including Premises-Operations, Explosion Collapse Hazard, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractors.

III.	Vehicle Liability	\$300,000 each person
		\$500,000 each accident
	Bodily Injury	
	Property Damage	\$100,000 aggregate
		OR
		\$500,000 Combined Single Limit

The Vehicle Liability must be on the Comprehensive Form and cover owned, hired and non-owned vehicles.

IV.	Umbrella Coverage	not less than \$1,000,000
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2.4b INDEMNITY: The Contractor shall indemnify and hold harmless the City and its agents and its employees from and against all claims for personal injury or property damage, including claims against the City, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney fees that may be incurred by the City defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.

2.4c LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.4d WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, warning lights, and flagmen, and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by

amber warning lights, which shall be burning from sunset to sunrise. Barricades and signs shall conform to the requirements of the "Manual for Uniform Traffic Control Devices" and the appropriate standards of the Illinois Department of Transportation. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction barricades or detours exist.

2.4e PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City's Director of Public Service, or designee, and proper governmental authority. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the City's Director of Public Service, or designee.

SECTION 2.5: PROGRESS AND COMPLETION OF WORK

2.5a EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the City, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the City's Director of Public Service, or designee, provided, however, that the Contractor shall immediately give written notice to the City's Director of Public Service, or designee, of the cause of such delay.

2.5c RELEASE OF LIENS: The Contractor shall deliver to the City a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2.5d ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, City's Director of Public Service, or designee, shall certify his acceptance to the City and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the City shall accept the work and release the Contractor except as any legal rights of the City, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the City's Director of Public Service, or designee, to assemble and check the necessary data. In no case shall making the final payment be considered acceptance of faulty work or faulty workmanship whether it be patent or latent, and remedies against the Contractor for such faulty work or faulty workmanship are retained despite any making of final payment.

PART 3 – SPECIAL PROVISIONS

SECTION 3.1: SCOPE OF CONTRACT

The scope of work under this contract includes furnishing all labor, materials, and equipment necessary to sawcut, remove, properly dispose of the building, including footings and foundation walls, basement walls, pavement, and freestanding signage as specified herein. The contractor shall be responsible for determining all methods, equipment, investigations, and supervision to achieve the end product. The contractor shall perform all work on this project to the satisfaction of the Director of Public Services. All items of work such as mobilization, cleanup, restoration, etc. and non-work items such as bonds, insurance, etc. shall not be paid for separately but shall be considered as incidental to the cost of the Building Demolition.

All work, materials, and equipment shall be subject to the appropriate requirements specified herein, the "Standard Specifications for Road and Bridge Construction" in Illinois, adopted January 1, 2022 the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids.

- A. This is a Wet Demo, emergency demolition, See attached letter from Building & Zoning Administrator.
- B. The Contractor shall completely demolish and remove any building, fences, slabs, asphalt pavement, signage and similar appurtenances located on the premises. The basement floor shall be broken up, the basement walls and any footings shall be removed to a minimum depth of 3 feet below finish grade. The foundation and footings shall be completely removed from the site and disposed of at an approved disposal site. The basement shall be backfilled with CA-06 and compacted in 12 inch lifts according to IDOT Standards to 3 feet below grade. The remainder shall be brought to finish grade with clean soil material suitable for growing grass. The existing asphalt and concrete pavement and sidewalk shall be removed, and any base rock shall be removed as well. Enough satisfactory soil material shall be imported and installed so the finish site drains and no ponding occurs.
- C. Trees marked for removal shall be uprooted and removed unless otherwise marked or stated.
- D. The Contractor shall obtain the necessary demolition permits from the appropriate jurisdiction prior to beginning the project and shall perform all work in strict conformity therewith.
- E. The Contractor shall be responsible to notify all utility companies of the demolition prior to beginning the project and shall be responsible for any and all fees or charges. All rules and regulations of the utility companies and city or county codes must be complied with before, during, and after the demolition project.
- F. The Contractor shall seal all existing drains and open lines connected to a public sewer system. The Contractor shall call Director of Public Services at 618-251-3122 for inspection prior to covering such lines with fill.
- G. The Contractor shall fill only with clean fill material.
- H. The finish grade of the project shall be graded smooth and free of debris so the finish site drains properly and no ponding occurs.
- I. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- J. Care shall be taken to prevent the occurrence of voids in the fill or undue settlement after the fill has been placed.
- K. Lumber, lath, siding, shingling, guttering, and other organic materials will not be permitted in the fill.
- L. Any and all materials to be disposed of shall be disposed of at a State of Illinois approved disposal area.

- M. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- N. The burning of any materials will not be authorized or permitted.
- O. Any unauthorized material remaining on the premises at the completion of the work will delay final acceptance until such time as said material has been removed. The premises shall be left orderly and clean, free of debris and/or building materials.
- P. There is no guarantee of salvable materials in any building involved in this contract. No responsibility shall be assumed by any party for loss of salvable materials.
- Q. The operation of the Contractor shall be done in such a manner as to avoid hazards to persons and property and interference with the use of adjacent buildings or the interruption of free passage to and from such buildings.
- R. The Contractor shall at all times observe and comply with all Federal and State laws, local ordinances, and regulations which affect the conduct of this work. The Contractor shall be solely responsible for all claims and liabilities arising from or based upon the violation of any such laws, ordinances or regulations whether by himself or his employees.
- S. All damage to any City of Wood River or other publicly or privately-owned sidewalks, curbs, street, alley or other paved surfaces resulting from access to, operations on or exiting from any property in performance of the requirements of these specifications shall be repaired or replaced to "like new" condition. All repairs or replacements on public properties shall meet current standards as determined by the Director of Public Services. All cost incurred for such repairs and replacements shall be born by the Contractor at his own expense.
- T. Excavation Fence Act" (720 ILCS 605/) The Contractor having created an excavation for the razing or removal of a structure must cover or place a protective fencing around the excavation prior to vacating the site for the work day. This applies to open excavations as well as the razing of a house that exposes an open basement/crawl space.
- U. "Construction equipment & vehicles to display company name" (625 ILCS 5/12-712;713) The contractor's equipment & vehicles must comply with the referenced State Statute.
- V. The Contractor has thirty (30) calendar days from issuance of a Notice to Proceed to complete all work required for the demolition.
- W. Any trees not scheduled for removal shall not be damaged, and if damaged, shall be removed at the Contractors expense.

SECTION 3.2: SCHEDULING

The contractor shall notify the Director of Public Services 24 hours before starting any work.

SECTION 3.3: INSPECTIONS

All inspections necessary to complete the scope of this contract will be provided by representative(s) of the City, or a designee. Materials to be incorporated into the project shall be inspected or certified.

SECTION 3.4: TRAFFIC CONTROL AND PROTECTION

To protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, shall be utilized and maintained by the Contractor during the progress of construction work.

The contractor shall be responsible for placing "No Parking" notices as required to prosecute the work and removing the signs when they are no longer needed.

Traffic control and protection shall be employed by the Contractor in accordance with the applicable portions of the "Standard Specifications for Road and Bridge Construction" in Illinois, the "Manual for Uniform Traffic Control Devices", the "Highway Standards" of the Illinois Department of Transportation, and as provided herein.

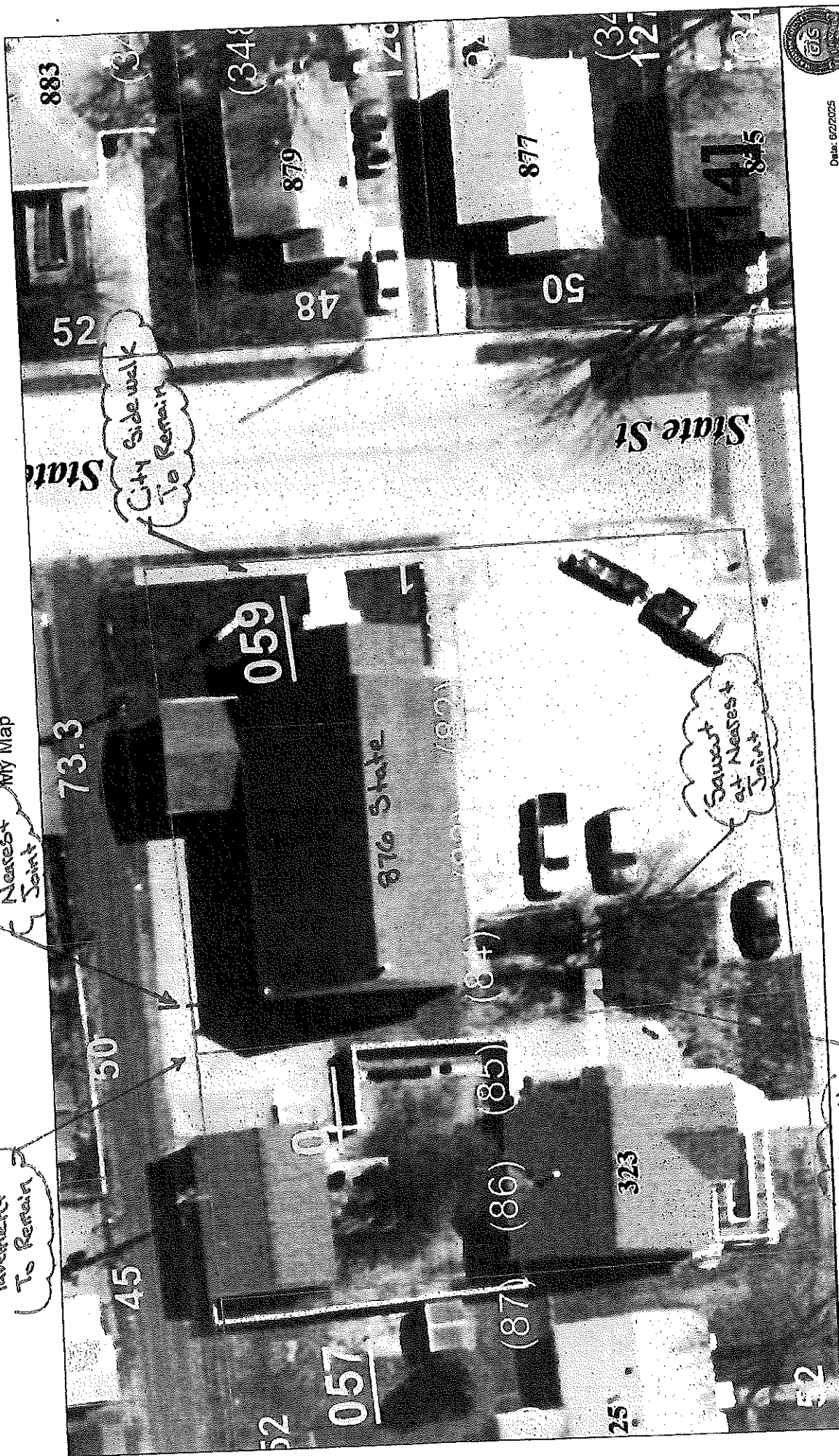
Payment for this work shall be incidental to the building demolition.

SECTION 3.5: SEEDING

After completion of the backfill operation, the contractor shall seed, fertilizer, and mulch all disturbed areas in accordance with section 250 of the IDOT Standard Specifications. The seed used will be Class 1 lawn Mixture. The cost the seeding shall be included in the contract unit price for building demolition, and no additional compensation will be allowed.

SAW CUT AT
NEAREST
JOINT MY MAP

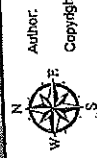
PAVEMENT
TO REMAIN



Date: 6/2/2025
Time: 5:09 PM



Sidewalk
To Remain



Author:
Copyright: Madison County Government

111 Wood River Avenue
Wood River, IL 62095-1938



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

June 2, 2025

City of Wood River
111 N. Wood River Ave.
Wood River, IL 62095

RE: Emergency Demolition Order – 876 State St.
Parcel ID# 19-2-08-21-11-202-059

To Whom It May Concern,

Following a visual inspection and formal review conducted by the City of Wood River Building & Zoning Administrator, it is determined that the structure located at 876 State St., Wood River, Illinois, constitutes a dangerous building as defined under City Ordinance 150.125.

Due to its severely damaged and deteriorated condition, the building poses an immediate hazard to public health and safety. A recent inspection revealed extensive damage from an unfinished roof replacement, black mold, and structural instability. Environmental mitigation efforts are considered too dangerous, and there is a significant risk of the building collapsing, potentially injuring individuals nearby or working inside. Entry into the building is prohibited due to the building condition.

Accordingly, this letter serves as an official notice authorizing the emergency demolition of the structure. Demolition must proceed immediately to eliminate the imminent threat.

Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Brad Wells
Building & Zoning Administrator
(618) 251-8601



PART 1 – LEGAL AND PROCEDURAL DOCUMENTS

SECTION 1.1: NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS

The Department of Public Services of the City of Wood River will receive sealed bids for "Building Demolition – 876 State Street" until 10:00 am on Tuesday, June 24, 2025 at 111 Wood River Avenue, Wood River, Illinois. Bids will be publicly opened and read at that time.

The work shall consist of demolition and disposal of the building and parking lot located at 876 State Street, Wood River, IL 62095.

Proposed contract forms as well as specifications are on file in the office of the Department of Public Services, 100 Anderson Avenue, Wood River, Illinois and may be obtained, in person or electronically, upon request by calling the Director of Public Services at 618-251-3100, Option 3.

All proposals must be made on forms furnished by the City, and the entire set of documents submitted intact.

The City of Wood River reserves the right to not open a sole bid and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest and best bid for the work.

1.1a EXAMINATION OF SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the work under the attached contract.

Upon request, all available information in the possession of the City will be shown to bidders, but correctness of any such information is not guaranteed by the City.

No pleas of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said contract, specifications and drawings, or will be accepted as a basis for any claim whatsoever for additional compensation.

1.1b DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in Section 1.1. Each proposal shall be placed in a sealed envelope plainly marked to indicate its contents. Only sealed proposals will be accepted.

1.1c COMPLIANCE WITH OTHER REGULATIONS: The Contractor shall be held solely responsible for compliance with other applicable City, County, State and Federal laws and regulations not specifically referenced within these documents. The Contractor is solely responsible for the safety of his employees in their work performance and of the worksite.

1.1d CONTRACT BOND: The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. A Bid Bond is Not Required.

1.1e PREVAILING WAGE RATES: The successful bidder, and all his subcontractors, shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all laborers, craftsmen, journeyman, and other workers employed in the work necessitated by the fulfillment of this contract. The successful bidder shall also be required to enter agreement with Southwest Illinois Building Trades Council.

1.1f PROJECT LABOR AGREEMENT: This contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement contained herein for the project known as "Building Demolition - 876 State Street" with the Southwest Illinois Building and Construction Trades Council, AFL-CIO, and its affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

SECTION 1.2 – PROPOSAL

Submitted by: Mission Ready Contracting

FOR THE PROJECT TITLED: "Building Demolition – 876 State Street"

TO: The Mayor and City Council of the City of Wood River, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices and lump sum prices for which he proposes to perform each item of work; and that the extensions and total must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work.

I agree to complete the work under this proposal no later than August 25, 2025, unless additional time is granted by the City of Wood River, Illinois.

Signature of Bidder: Mission Ready Contracting
(Individual or Corporate Name)

BY: HUNTER HARGRAVE TITLE: Project Manager

ADDRESS: 1341 14th St Bethalto, IL 62010

PHONE: (618)-623-2648

SECTION 1.2 – CONTRACT

THIS CONTRACT entered June 23, 2025, between THE CITY OF WOOD RIVER, ILLINOIS

(City), and Mission Ready Contracting (Contractor) WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The City agrees to pay the Contractor for his performance according to the payment schedule.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **Building Demolition – 876 State Street.**
- D. The date for completion of this project is August 25, 2025.

IN WITNESS WHEREOF, the parties have signed this contract on _____, 2025.

CITY OF WOOD RIVER, ILLINOIS (City):

BY: _____ (Mayor)

ATTEST: _____ (City Clerk)

IF CORPORATION:

(Contractor)

BY: _____ (President)

ATTEST: _____ (Secretary)

IF PARTNERSHIP:

(Contractor)

(Contractor)

(Partners doing business under the firm name of)

IF PARTNERSHIP:

(Contractor)

PART 2 – GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1: DEFINITIONS

2.1a CONTRACT DOCUMENTS: The contract comprises the following documents:

Part 1 – Legal and Procedural Documents

- a) Notice to Contractors and Instruction to Bidders
- b) Proposal
- c) Contract

Part 2 – General Conditions of the Contract

Part 3 – Special Provisions

2.1b ACT OF GOD: Act of God means earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

SECTION 2.2: DIRECTOR OF PUBLIC SERVICES-CITY-CONTRACTOR RELATIONS

2.2a RESPONSIBILITY AND AUTHORITY: The Contractor is responsible for the direction and control of the work forces, pursuit of the work and proper completion and functioning of the project. The City's Director of Public Service, or his designee, shall have authority to communicate his opinions concerning proper procedures to assure a final work product in compliance with the plans and specifications, to the Contractor's general supervisor, who shall consider such opinion, given the fact that the Director of Public Service, or his designee, shall have the power to decide any and all questions which may arise as to the quality and acceptability of the material furnished, work performed, rate of progress of the work, interpretation of the plans, drawings and specifications and all questions relating to the acceptability of the final product as being in compliance with the plans and specifications.

2.2c SUSPENSION/DELETION OF WORK: The City's Director of Public Service, or designee, shall have the authority to suspend or delete the work, wholly or in part, for such periods or completely as he may deem necessary. The Contractor shall not suspend operations without the City's Director of Public Service's, or designee's, permission.

2.2d INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the City's Director of Public Service, or designee, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The City's Director of Public Service, or designee, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

2.2e EXAMINATION OF COMPLETED WORK: All completed work will be inspected and accepted by the City's Director of Public Service, or designee.

2.2f SUBCONTRACTS: At the time specified by the Contract Documents, or when requested by the City's Director of Public Service, or designee, the Contractor shall submit in writing to the City for approval from the Director of Public Service, or designee, the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City's Director of Public Service, or designee. The Contractor is responsible to the City for the acts

and omissions of his subcontractors, and of their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For the convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the City or the City Director of Public Service, or designee, an arbiter to establish limits of the contracts between Contractor and subcontractors.

2.2g PROSECUTION OF THE WORK: The Contractor shall pursue the work with an adequate crew and in a continuous manner in order to minimize the construction time regardless of time allowed. The Contractor agrees not to divert workers to other jobs; reducing crews, etc. will not be permitted without the permission of the City's Director of Public Service. Such permission, if granted, shall not be grounds for extension of time for completion. Project is to be started within ten (10) days of the Notice to Proceed and completed within 30 days of the start of demolition.

SECTION 2.3: MATERIALS AND WORKMANSHIP

2.3a MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Specifications, and shall be furnished by the Contractor.

2.3b CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

2.3c CLEANING UP: The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operations or caused by his employees, and shall remove all surplus materials leaving the site, smooth, clean and true to line and grade.

2.3d WORKMANSHIP: All work shall be performed by workers trained, skilled and experienced in the type of work being performed. All work shall be accomplished in a workmanlike manner in accordance with all applicable codes, manufacturer's recommendation and normal, accepted construction industry standards. The Contractor is solely responsible for the work and workmanship being in completion with the contract requirements. Such results are the responsibility of the Contractor.

SECTION 2.4: INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

2.4a INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois as will protect himself, his subcontractors, the City, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operation under this Contract. The policy shall name the City of Wood River, its officers, agents, employees and independent contractors as additional named insured. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. Each policy shall contain a provision that the City is not responsible to reimburse the insurer for any deductible amounts. The amounts of such insurance shall not be less than the following:

I.	Worker's Compensation Employers Liability	State - Statutory \$500,000 per Accident \$500,000 Disease/Each Accident \$500,000 Disease/Policy Limit
II.	Comprehensive General Liability Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence \$500,000 aggregate OR \$1,000,000 Combined Single Limit

The Comprehensive General Liability shall be on the Comprehensive Form, including Premises-Operations, Explosion Collapse Hazard, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractors.

III.	Vehicle Liability Bodily Injury	\$300,000 each person \$500,000 each accident
	Property Damage	\$100,000 aggregate OR \$500,000 Combined Single Limit

The Vehicle Liability must be on the Comprehensive Form and cover owned, hired and non-owned vehicles.

IV.	Umbrella Coverage	not less than \$1,000,000
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2.4b INDEMNITY: The Contractor shall indemnify and hold harmless the City and its agents and its employees from and against all claims for personal injury or property damage, including claims against the City, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney fees that may be incurred by the City defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.

2.4c LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.4d WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, warning lights, and flagmen, and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by

amber warning lights, which shall be burning from sunset to sunrise. Barricades and signs shall conform to the requirements of the "Manual for Uniform Traffic Control Devices" and the appropriate standards of the Illinois Department of Transportation. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction barricades or detours exist.

2.4e PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City's Director of Public Service, or designee, and proper governmental authority. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the City's Director of Public Service, or designee.

SECTION 2.5: PROGRESS AND COMPLETION OF WORK

2.5a EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the City, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the City's Director of Public Service, or designee, provided, however, that the Contractor shall immediately give written notice to the City's Director of Public Service, or designee, of the cause of such delay.

2.5c RELEASE OF LIENS: The Contractor shall deliver to the City a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

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PART 3 – SPECIAL PROVISIONS

SECTION 3.1: SCOPE OF CONTRACT

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All work, materials, and equipment shall be subject to the appropriate requirements specified herein, the "Standard Specifications for Road and Bridge Construction" in Illinois, adopted January 1, 2022 the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids.

- A. This is a Wet Demo, emergency demolition, See attached letter from Building & Zoning Administrator.
- B. The Contractor shall completely demolish and remove any building, fences, slabs, asphalt pavement, signage and similar appurtenances located on the premises. The basement floor shall be broken up, the basement walls and any footings shall be removed to a minimum depth of 3 feet below finish grade. The foundation and footings shall be completely removed from the site and disposed of at an approved disposal site. The basement shall be backfilled with CA-06 and compacted in 12 inch lifts according to IDOT Standards to 3 feet below grade. The remainder shall be brought to finish grade with clean soil material suitable for growing grass. The existing asphalt and concrete pavement and sidewalk shall be removed, and any base rock shall be removed as well. Enough satisfactory soil material shall be imported and installed so the finish site drains and no ponding occurs.
- C. Trees marked for removal shall be uprooted and removed unless otherwise marked or stated.
- D. The Contractor shall obtain the necessary demolition permits from the appropriate jurisdiction prior to beginning the project and shall perform all work in strict conformity therewith.
- E. The Contractor shall be responsible to notify all utility companies of the demolition prior to beginning the project and shall be responsible for any and all fees or charges. All rules and regulations of the utility companies and city or county codes must be complied with before, during, and after the demolition project.
- F. The Contractor shall seal all existing drains and open lines connected to a public sewer system. The Contractor shall call Director of Public Services at 618-251-3122 for inspection prior to covering such lines with fill.
- G. The Contractor shall fill only with clean fill material.
- H. The finish grade of the project shall be graded smooth and free of debris so the finish site drains properly and no ponding occurs.
- I. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- J. Care shall be taken to prevent the occurrence of voids in the fill or undue settlement after the fill has been placed.
- K. Lumber, lath, siding, shingling, guttering, and other organic materials will not be permitted in the fill.
- L. Any and all materials to be disposed of shall be disposed of at a State of Illinois approved disposal area.

- M. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- N. The burning of any materials will not be authorized or permitted.
- O. Any unauthorized material remaining on the premises at the completion of the work will delay final acceptance until such time as said material has been removed. The premises shall be left orderly and clean, free of debris and/or building materials.
- P. There is no guarantee of salvable materials in any building involved in this contract. No responsibility shall be assumed by any party for loss of salvable materials.
- Q. The operation of the Contractor shall be done in such a manner as to avoid hazards to persons and property and interference with the use of adjacent buildings or the interruption of free passage to and from such buildings.
- R. The Contractor shall at all times observe and comply with all Federal and State laws, local ordinances, and regulations which affect the conduct of this work. The Contractor shall be solely responsible for all claims and liabilities arising from or based upon the violation of any such laws, ordinances or regulations whether by himself or his employees.
- S. All damage to any City of Wood River or other publicly or privately-owned sidewalks, curbs, street, alley or other paved surfaces resulting from access to, operations on or exiting from any property in performance of the requirements of these specifications shall be repaired or replaced to "like new" condition. All repairs or replacements on public properties shall meet current standards as determined by the Director of Public Services. All cost incurred for such repairs and replacements shall be born by the Contractor at his own expense.
- T. Excavation Fence Act" (720 ILCS 605/) The Contractor having created an excavation for the razing or removal of a structure must cover or place a protective fencing around the excavation prior to vacating the site for the work day. This applies to open excavations as well as the razing of a house that exposes an open basement/crawl space.
- U. "Construction equipment & vehicles to display company name" (625 ILCS 5/12-712;713) The contractor's equipment & vehicles must comply with the referenced State Statute.
- V. The Contractor has thirty (30) calendar days from issuance of a Notice to Proceed to complete all work required for the demolition.
- W. Any trees not scheduled for removal shall not be damaged, and if damaged, shall be removed at the Contractors expense.

SECTION 3.2: SCHEDULING

The contractor shall notify the Director of Public Services 24 hours before starting any work.

SECTION 3.3: INSPECTIONS

All inspections necessary to complete the scope of this contract will be provided by representative(s) of the City, or a designee. Materials to be incorporated into the project shall be inspected or certified.

SECTION 3.4: TRAFFIC CONTROL AND PROTECTION

To protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, shall be utilized and maintained by the Contractor during the progress of construction work.

The contractor shall be responsible for placing "No Parking" notices as required to prosecute the work and removing the signs when they are no longer needed.

Traffic control and protection shall be employed by the Contractor in accordance with the applicable portions of the "Standard Specifications for Road and Bridge Construction" in Illinois, the "Manual for Uniform Traffic Control Devices", the "Highway Standards" of the Illinois Department of Transportation, and as provided herein.

Payment for this work shall be incidental to the building demolition.

SECTION 3.5: SEEDING

After completion of the backfill operation, the contractor shall seed, fertilizer, and mulch all disturbed areas in accordance with section 250 of the IDOT Standard Specifications. The seed used will be Class 1 lawn Mixture. The cost the seeding shall be included in the contract unit price for building demolition, and no additional compensation will be allowed.

Schedule of Prices

Contractor's Name: HUNTER HARGRAVE

Mission Ready Contracting

Address: 1341 14th St

Bethalto IL 62010

Item Number	Items	Total
1.	Building Demolition - 876 State Street	\$54,852

Bidder's Total Proposal \$54,852

To: City of Wood River
111 Wood River Avenue
Wood River, IL 62095

From: Hunter Hargrave

Project Manager
Mission Ready Contracting
134114th St Bethalto, IL 62010
Phone: 618-623-2648
Email: hunterh@missionreadycontracting.com



Attention: Director of Public Services

Date: June 23, 2025

Pages: 2

RE: Building Demolition – 876 State Street

Mission Ready Contracting is pleased to submit this formal proposal for the demolition and disposal of the building and parking lot located at 876 State Street, Wood River, IL. As a Service-Disabled Veteran-Owned Small Business (SDVOSB), we are committed to delivering high-quality service while ensuring compliance with all applicable requirements.

Scope of Work:

- Sawcut, remove, and dispose of the building, including footings, foundation walls, and basement walls.
- Remove pavement, sidewalks, freestanding signage, asphalt, and concrete surfaces.
- Backfill basement with CA-06 compacted in 12-inch lifts to 3 feet below grade; complete fill to grade with clean soil suitable for grass.
- Grade site to ensure proper drainage and eliminate ponding.
- Remove all debris and unsuitable materials; disposed of at an approved facility.
- Remove trees marked for removal.
- Seal existing drains connected to the public sewer system, with required inspection prior to covering.
- Provide final seeding, straw, and mulch in accordance with IDOT standards.
- Provide and maintain traffic control, barricades, and signage during demolition activities.
- Obtain necessary permits, coordinate utility disconnections, and ensure full compliance with City, State, and Federal codes and regulations.

Total Cost: \$54,852.00

Includes labor, equipment (CAT 315, CAT 279, trucking), mobilization, demobilization, fill, disposal, seeding, straw, fencing, and incidentals.

Standard Conditions

- Proposal assumes clear site access and standard work hours.
- Delays due to weather, unforeseen conditions, or third-party actions will be managed via change orders.
- Excludes background checks, hazardous material removal, or specialized testing unless otherwise stated.
- All work to comply with prevailing wage, Project Labor Agreement, and insurance requirements.

We appreciate your consideration of our proposal and look forward to collaborating on this project. Please contact us at 618-623-2648 or hunterh@missionreadycontracting.com with any questions or for additional information.

Schedule of PricesContractor's Name: Hayes ContractingAddress: 3523 State Route
162, Granite City, IL 62040

Item Number	Items	Total
1.	Building Demolition - 876 State Street	59,725. ⁰⁰

Bidder's Total Proposal \$59,725.⁰⁰

PART 1 – LEGAL AND PROCEDURAL DOCUMENTS

SECTION 1.1: NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS

The Department of Public Services of the City of Wood River will receive sealed bids for "Building Demolition – 876 State Street" until 10:00 am on Tuesday, June 24, 2025 at 111 Wood River Avenue, Wood River, Illinois. Bids will be publicly opened and read at that time.

The work shall consist of demolition and disposal of the building and parking lot located at 876 State Street, Wood River, IL 62095.

Proposed contract forms as well as specifications are on file in the office of the Department of Public Services, 100 Anderson Avenue, Wood River, Illinois and may be obtained, in person or electronically, upon request by calling the Director of Public Services at 618-251-3100, Option 3.

All proposals must be made on forms furnished by the City, and the entire set of documents submitted intact.

The City of Wood River reserves the right to not open a sole bid and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest and best bid for the work.

1.1a EXAMINATION OF SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the work under the attached contract.

Upon request, all available information in the possession of the City will be shown to bidders, but correctness of any such information is not guaranteed by the City.

No pleas of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said contract, specifications and drawings, or will be accepted as a basis for any claim whatsoever for additional compensation.

1.1b DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in Section 1.1. Each proposal shall be placed in a sealed envelope plainly marked to indicate its contents. Only sealed proposals will be accepted.

1.1c COMPLIANCE WITH OTHER REGULATIONS: The Contractor shall be held solely responsible for compliance with other applicable City, County, State and Federal laws and regulations not specifically referenced within these documents. The Contractor is solely responsible for the safety of his employees in their work performance and of the worksite.

1.1d CONTRACT BOND: The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. A Bid Bond is Not Required.

1.1e PREVAILING WAGE RATES: The successful bidder, and all his subcontractors, shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all laborers, craftsmen, journeyman, and other workers employed in the work necessitated by the fulfillment of this contract. The successful bidder shall also be required to enter agreement with Southwest Illinois Building Trades Council.

1.1f PROJECT LABOR AGREEMENT: This contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement contained herein for the project known as "Building Demolition - 876 State Street" with the Southwest Illinois Building and Construction Trades Council, AFL-CIO, and its affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

SECTION 1.2 – PROPOSAL

Submitted by: Hayes Contracting Inc
3523 State Route 162 Granite City,
IL 62040

FOR THE PROJECT TITLED: "Building Demolition – 876 State Street"

TO: The Mayor and City Council of the City of Wood River, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices and lump sum prices for which he proposes to perform each item of work; and that the extensions and total must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work.

I agree to complete the work under this proposal no later than August 25, 2025, unless additional time is granted by the City of Wood River, Illinois.

Signature of Bidder: Hayes Contracting
(Individual or Corporate Name)

BY: [Signature] TITLE: V. P.

ADDRESS: 3523 State Route 162
Granite City, IL 62040

PHONE: 618-345-8020

SECTION 1.2 – CONTRACT

THIS CONTRACT entered 6/24, 2025, between THE CITY OF WOOD RIVER, ILLINOIS

(City), and Hayes Contracting Inc (Contractor) WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The City agrees to pay the Contractor for his performance according to the payment schedule.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **Building Demolition – 876 State Street.**
- D. The date for completion of this project is August 25, 2025.

IN WITNESS WHEREOF, the parties have signed this contract on 6/24, 2025.

CITY OF WOOD RIVER, ILLINOIS (City):

BY: _____ (Mayor)

ATTEST: _____ (City Clerk)

IF CORPORATION:

Hayes Contracting (Contractor)

BY: Brian Hayes (President)

ATTEST: Brittley Holmes (Secretary)

IF PARTNERSHIP:

_____ (Contractor)

_____ (Contractor)

(Partners doing business under the firm name of)

IF PARTNERSHIP:

_____ (Contractor)

PART 2 – GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1: DEFINITIONS

2.1a **CONTRACT DOCUMENTS:** The contract comprises the following documents:

Part 1 – Legal and Procedural Documents

- a) Notice to Contractors and Instruction to Bidders
- b) Proposal
- c) Contract

Part 2 – General Conditions of the Contract

Part 3 – Special Provisions

2.1b **ACT OF GOD:** Act of God means earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

SECTION 2.2: DIRECTOR OF PUBLIC SERVICES-CITY-CONTRACTOR RELATIONS

2.2a **RESPONSIBILITY AND AUTHORITY:** The Contractor is responsible for the direction and control of the work forces, pursuit of the work and proper completion and functioning of the project. The City's Director of Public Service, or his designee, shall have authority to communicate his opinions concerning proper procedures to assure a final work product in compliance with the plans and specifications, to the Contractor's general supervisor, who shall consider such opinion, given the fact that the Director of Public Service, or his designee, shall have the power to decide any and all questions which may arise as to the quality and acceptability of the material furnished, work performed, rate of progress of the work, interpretation of the plans, drawings and specifications and all questions relating to the acceptability of the final product as being in compliance with the plans and specifications.

2.2c **SUSPENSION/DELETION OF WORK:** The City's Director of Public Service, or designee, shall have the authority to suspend or delete the work, wholly or in part, for such periods or completely as he may deem necessary. The Contractor shall not suspend operations without the City's Director of Public Service's, or designee's, permission.

2.2d **INSPECTION OF WORK:** All materials and each part or detail of the work shall be subject at all times to inspection by the City's Director of Public Service, or designee, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The City's Director of Public Service, or designee, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

2.2e **EXAMINATION OF COMPLETED WORK:** All completed work will be inspected and accepted by the City's Director of Public Service, or designee.

2.2f **SUBCONTRACTS:** At the time specified by the Contract Documents, or when requested by the City's Director of Public Service, or designee, the Contractor shall submit in writing to the City for approval from the Director of Public Service, or designee, the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City's Director of Public Service, or designee. The Contractor is responsible to the City for the acts

and omissions of his subcontractors, and of their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For the convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the City or the City Director of Public Service, or designee, an arbiter to establish limits of the contracts between Contractor and subcontractors.

2.2g PROSECUTION OF THE WORK: The Contractor shall pursue the work with an adequate crew and in a continuous manner in order to minimize the construction time regardless of time allowed. The Contractor agrees not to divert workers to other jobs; reducing crews, etc. will not be permitted without the permission of the City's Director of Public Service. Such permission, if granted, shall not be grounds for extension of time for completion. Project is to be started within ten (10) days of the Notice to Proceed and completed within 30 days of the start of demolition.

SECTION 2.3: MATERIALS AND WORKMANSHIP

2.3a MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Specifications, and shall be furnished by the Contractor.

2.3b CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

2.3c CLEANING UP: The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operations or caused by his employees, and shall remove all surplus materials leaving the site, smooth, clean and true to line and grade.

2.3d WORKMANSHIP: All work shall be performed by workers trained, skilled and experienced in the type of work being performed. All work shall be accomplished in a workmanlike manner in accordance with all applicable codes, manufacturer's recommendation and normal, accepted construction industry standards. The Contractor is solely responsible for the work and workmanship being in completion with the contract requirements. Such results are the responsibility of the Contractor.

SECTION 2.4: INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

2.4a INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois as will protect himself, his subcontractors, the City, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operation under this Contract. The policy shall name the City of Wood River, its officers, agents, employees and independent contractors as additional named insured. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. Each policy shall contain a provision that the City is not responsible to reimburse the insurer for any deductible amounts. The amounts of such insurance shall not be less than the following:

I.	Worker's Compensation Employers Liability	State - Statutory \$500,000 per Accident \$500,000 Disease/Each Accident \$500,000 Disease/Policy Limit
II.	Comprehensive General Liability Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence \$500,000 aggregate OR \$1,000,000 Combined Single Limit

The Comprehensive General Liability shall be on the Comprehensive Form, including Premises-Operations, Explosion Collapse Hazard, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractors.

III.	Vehicle Liability Bodily Injury	\$300,000 each person \$500,000 each accident
	Property Damage	\$100,000 aggregate OR \$500,000 Combined Single Limit

The Vehicle Liability must be on the Comprehensive Form and cover owned, hired and non-owned vehicles.

IV.	Umbrella Coverage	not less than \$1,000,000
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2.4b INDEMNITY: The Contractor shall indemnify and hold harmless the City and its agents and its employees from and against all claims for personal injury or property damage, including claims against the City, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney fees that may be incurred by the City defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.

2.4c LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.4d WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, warning lights, and flagmen, and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by

amber warning lights, which shall be burning from sunset to sunrise. Barricades and signs shall conform to the requirements of the "Manual for Uniform Traffic Control Devices" and the appropriate standards of the Illinois Department of Transportation. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction barricades or detours exist.

2.4e PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City's Director of Public Service, or designee, and proper governmental authority. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the City's Director of Public Service, or designee.

SECTION 2.5: PROGRESS AND COMPLETION OF WORK

2.5a EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the City, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the City's Director of Public Service, or designee, provided, however, that the Contractor shall immediately give written notice to the City's Director of Public Service, or designee, of the cause of such delay.

2.5c RELEASE OF LIENS: The Contractor shall deliver to the City a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2.5d ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, City's Director of Public Service, or designee, shall certify his acceptance to the City and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the City shall accept the work and release the Contractor except as any legal rights of the City, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the City's Director of Public Service, or designee, to assemble and check the necessary data. In no case shall making the final payment be considered acceptance of faulty work or faulty workmanship whether it be patent or latent, and remedies against the Contractor for such faulty work or faulty workmanship are retained despite any making of final payment.

PART 3 – SPECIAL PROVISIONS

SECTION 3.1: SCOPE OF CONTRACT

The scope of work under this contract includes furnishing all labor, materials, and equipment necessary to sawcut, remove, properly dispose of the building, including footings and foundation walls, basement walls, pavement, and freestanding signage as specified herein. The contractor shall be responsible for determining all methods, equipment, investigations, and supervision to achieve the end product. The contractor shall perform all work on this project to the satisfaction of the Director of Public Services. All items of work such as mobilization, cleanup, restoration, etc. and non-work items such as bonds, insurance, etc. shall not be paid for separately but shall be considered as incidental to the cost of the Building Demolition.

All work, materials, and equipment shall be subject to the appropriate requirements specified herein, the "Standard Specifications for Road and Bridge Construction" in Illinois, adopted January 1, 2022 the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids.

- A. This is a Wet Demo, emergency demolition, See attached letter from Building & Zoning Administrator.
- B. The Contractor shall completely demolish and remove any building, fences, slabs, asphalt pavement, signage and similar appurtenances located on the premises. The basement floor shall be broken up, the basement walls and any footings shall be removed to a minimum depth of 3 feet below finish grade. The foundation and footings shall be completely removed from the site and disposed of at an approved disposal site. The basement shall be backfilled with CA-06 and compacted in 12 inch lifts according to IDOT Standards to 3 feet below grade. The remainder shall be brought to finish grade with clean soil material suitable for growing grass. The existing asphalt and concrete pavement and sidewalk shall be removed, and any base rock shall be removed as well. Enough satisfactory soil material shall be imported and installed so the finish site drains and no ponding occurs.
- C. Trees marked for removal shall be uprooted and removed unless otherwise marked or stated.
- D. The Contractor shall obtain the necessary demolition permits from the appropriate jurisdiction prior to beginning the project and shall perform all work in strict conformity therewith.
- E. The Contractor shall be responsible to notify all utility companies of the demolition prior to beginning the project and shall be responsible for any and all fees or charges. All rules and regulations of the utility companies and city or county codes must be complied with before, during, and after the demolition project.
- F. The Contractor shall seal all existing drains and open lines connected to a public sewer system. The Contractor shall call Director of Public Services at 618-251-3122 for inspection prior to covering such lines with fill.
- G. The Contractor shall fill only with clean fill material.
- H. The finish grade of the project shall be graded smooth and free of debris so the finish site drains properly and no ponding occurs.
- I. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- J. Care shall be taken to prevent the occurrence of voids in the fill or undue settlement after the fill has been placed.
- K. Lumber, lath, siding, shingling, guttering, and other organic materials will not be permitted in the fill.
- L. Any and all materials to be disposed of shall be disposed of at a State of Illinois approved disposal area.

- M. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- N. The burning of any materials will not be authorized or permitted.
- O. Any unauthorized material remaining on the premises at the completion of the work will delay final acceptance until such time as said material has been removed. The premises shall be left orderly and clean, free of debris and/or building materials.
- P. There is no guarantee of salvable materials in any building involved in this contract. No responsibility shall be assumed by any party for loss of salvable materials.
- Q. The operation of the Contractor shall be done in such a manner as to avoid hazards to persons and property and interference with the use of adjacent buildings or the interruption of free passage to and from such buildings.
- R. The Contractor shall at all times observe and comply with all Federal and State laws, local ordinances, and regulations which affect the conduct of this work. The Contractor shall be solely responsible for all claims and liabilities arising from or based upon the violation of any such laws, ordinances or regulations whether by himself or his employees.
- S. All damage to any City of Wood River or other publicly or privately-owned sidewalks, curbs, street, alley or other paved surfaces resulting from access to, operations on or exiting from any property in performance of the requirements of these specifications shall be repaired or replaced to "like new" condition. All repairs or replacements on public properties shall meet current standards as determined by the Director of Public Services. All cost incurred for such repairs and replacements shall be born by the Contractor at his own expense.
- T. Excavation Fence Act" (720 ILCS 605/) The Contractor having created an excavation for the razing or removal of a structure must cover or place a protective fencing around the excavation prior to vacating the site for the work day. This applies to open excavations as well as the razing of a house that exposes an open basement/crawl space.
- U. "Construction equipment & vehicles to display company name" (625 ILCS 5/12-712;713) The contractor's equipment & vehicles must comply with the referenced State Statute.
- V. The Contractor has thirty (30) calendar days from issuance of a Notice to Proceed to complete all work required for the demolition.
- W. Any trees not scheduled for removal shall not be damaged, and if damaged, shall be removed at the Contractors expense.

SECTION 3.2: SCHEDULING

The contractor shall notify the Director of Public Services 24 hours before starting any work.

SECTION 3.3: INSPECTIONS

All inspections necessary to complete the scope of this contract will be provided by representative(s) of the City, or a designee. Materials to be incorporated into the project shall be inspected or certified.

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Payment for this work shall be incidental to the building demolition.

SECTION 3.5: SEEDING

After completion of the backfill operation, the contractor shall seed, fertilizer, and mulch all disturbed areas in accordance with section 250 of the IDOT Standard Specifications. The seed used will be Class 1 lawn Mixture. The cost the seeding shall be included in the contract unit price for building demolition, and no additional compensation will be allowed.

111 Wood River Avenue
Wood River, IL 62095-1938



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

June 2, 2025

City of Wood River
111 N. Wood River Ave.
Wood River, IL 62095

RE: Emergency Demolition Order – 876 State St.
Parcel ID# 19-2-08-21-11-202-059

To Whom It May Concern,

Following a visual inspection and formal review conducted by the City of Wood River Building & Zoning Administrator, it is determined that the structure located at 876 State St., Wood River, Illinois, constitutes a dangerous building as defined under City Ordinance 150.125.

Due to its severely damaged and deteriorated condition, the building poses an immediate hazard to public health and safety. A recent inspection revealed extensive damage from an unfinished roof replacement, black mold, and structural instability. Environmental mitigation efforts are considered too dangerous, and there is a significant risk of the building collapsing, potentially injuring individuals nearby or working inside. Entry into the building is prohibited due to the building condition.

Accordingly, this letter serves as an official notice authorizing the emergency demolition of the structure. Demolition must proceed immediately to eliminate the imminent threat.

Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,



Brad Wells
Building & Zoning Administrator
(618) 251-8601





111 Wood River Avenue
Wood River, IL 62095-1938

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

June 2, 2025

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Brad Wells
Building & Zoning Administrator
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PART 1 – LEGAL AND PROCEDURAL DOCUMENTS

SECTION 1.1: NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS

The Department of Public Services of the City of Wood River will receive sealed bids for "Building Demolition – 876 State Street" until 10:00 am on Tuesday, June 24, 2025 at 111 Wood River Avenue, Wood River, Illinois. Bids will be publicly opened and read at that time.

The work shall consist of demolition and disposal of the building and parking lot located at 876 State Street, Wood River, IL 62095.

Proposed contract forms as well as specifications are on file in the office of the Department of Public Services, 100 Anderson Avenue, Wood River, Illinois and may be obtained, in person or electronically, upon request by calling the Director of Public Services at 618-251-3100, Option 3.

All proposals must be made on forms furnished by the City, and the entire set of documents submitted intact.

The City of Wood River reserves the right to not open a sole bid and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest and best bid for the work.

1.1a EXAMINATION OF SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the work under the attached contract.

Upon request, all available information in the possession of the City will be shown to bidders, but correctness of any such information is not guaranteed by the City.

No pleas of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said contract, specifications and drawings, or will be accepted as a basis for any claim whatsoever for additional compensation.

1.1b DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in Section 1.1. Each proposal shall be placed in a sealed envelope plainly marked to indicate its contents. Only sealed proposals will be accepted.

1.1c COMPLIANCE WITH OTHER REGULATIONS: The Contractor shall be held solely responsible for compliance with other applicable City, County, State and Federal laws and regulations not specifically referenced within these documents. The Contractor is solely responsible for the safety of his employees in their work performance and of the worksite.

1.1d CONTRACT BOND: The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. A Bid Bond is Not Required.

1.1e PREVAILING WAGE RATES: The successful bidder, and all his subcontractors, shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all laborers, craftsmen, journeyman, and other workers employed in the work necessitated by the fulfillment of this contract. The successful bidder shall also be required to enter agreement with Southwest Illinois Building Trades Council.

1.1f PROJECT LABOR AGREEMENT: This contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement contained herein for the project known as "Building Demolition – 876 State Street" with the Southwest Illinois Building and Construction Trades Council, AFL-CIO, and its affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

SECTION 1.2 – PROPOSAL

Submitted by: Stutz Excavating, Inc.

3837 Fosterburg Road, Alton, IL 62002

FOR THE PROJECT TITLED: "Building Demolition – 876 State Street"

TO: The Mayor and City Council of the City of Wood River, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

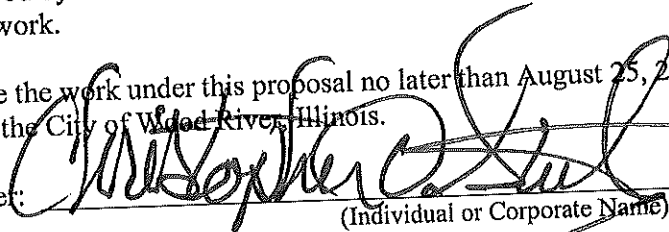
The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices and lump sum prices for which he proposes to perform each item of work; and that the extensions and total must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work.

I agree to complete the work under this proposal no later than August 25, 2025, unless additional time is granted by the City of Wood River, Illinois.

Signature of Bidder:


(Individual or Corporate Name)

BY: Christopher D. Stutz

TITLE: President

ADDRESS: 3837 Fosterburg Road

Alton, IL 62002

PHONE: 618-259-2485

SECTION 1.2 – CONTRACT

THIS CONTRACT entered _____, 2025, between THE CITY OF WOOD RIVER, ILLINOIS

(City), and Stutz Excavating Inc. (Contractor) WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The City agrees to pay the Contractor for his performance according to the payment schedule.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **Building Demolition – 876 State Street.**
- D. The date for completion of this project is August 25, 2025.

IN WITNESS WHEREOF, the parties have signed this contract on _____, 2025.

CITY OF WOOD RIVER, ILLINOIS (City):

BY: _____ (Mayor)

ATTEST: _____ (City Clerk)

IF CORPORATION:

Stutz Excavating Inc. (Contractor)
BY: Christopher Stutz (President)
ATTEST: Valerik Stutz (Secretary)

IF PARTNERSHIP:

_____ (Contractor)

_____ (Contractor)

(Partners doing business under the firm name of)

IF PARTNERSHIP:

_____ (Contractor)

PART 2 – GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1: DEFINITIONS

2.1a CONTRACT DOCUMENTS: The contract comprises the following documents:

- Part 1 – Legal and Procedural Documents
 - a) Notice to Contractors and Instruction to Bidders
 - b) Proposal
 - c) Contract
- Part 2 – General Conditions of the Contract
- Part 3 – Special Provisions

2.1b ACT OF GOD: Act of God means earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

SECTION 2.2: DIRECTOR OF PUBLIC SERVICES-CITY-CONTRACTOR RELATIONS

2.2a RESPONSIBILITY AND AUTHORITY: The Contractor is responsible for the direction and control of the work forces, pursuit of the work and proper completion and functioning of the project. The City's Director of Public Service, or his designee, shall have authority to communicate his opinions concerning proper procedures to assure a final work product in compliance with the plans and specifications, to the Contractor's general supervisor, who shall consider such opinion, given the fact that the Director of Public Service, or his designee, shall have the power to decide any and all questions which may arise as to the quality and acceptability of the material furnished, work performed, rate of progress of the work, interpretation of the plans, drawings and specifications and all questions relating to the acceptability of the final product as being in compliance with the plans and specifications.

2.2c SUSPENSION/DELETION OF WORK: The City's Director of Public Service, or designee, shall have the authority to suspend or delete the work, wholly or in part, for such periods or completely as he may deem necessary. The Contractor shall not suspend operations without the City's Director of Public Service's, or designee's, permission.

2.2d INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the City's Director of Public Service, or designee, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The City's Director of Public Service, or designee, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

2.2e EXAMINATION OF COMPLETED WORK: All completed work will be inspected and accepted by the City's Director of Public Service, or designee.

2.2f SUBCONTRACTS: At the time specified by the Contract Documents, or when requested by the City's Director of Public Service, or designee, the Contractor shall submit in writing to the City for approval from the Director of Public Service, or designee, the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City's Director of Public Service, or designee. The Contractor is responsible to the City for the acts

and omissions of his subcontractors, and of their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For the convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the City or the City Director of Public Service, or designee, an arbiter to establish limits of the contracts between Contractor and subcontractors.

2.2g PROSECUTION OF THE WORK: The Contractor shall pursue the work with an adequate crew and in a continuous manner in order to minimize the construction time regardless of time allowed. The Contractor agrees not to divert workers to other jobs; reducing crews, etc. will not be permitted without the permission of the City's Director of Public Service. Such permission, if granted, shall not be grounds for extension of time for completion. Project is to be started within ten (10) days of the Notice to Proceed and completed within 30 days of the start of demolition.

SECTION 2.3: MATERIALS AND WORKMANSHIP

2.3a MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Specifications, and shall be furnished by the Contractor.

2.3b CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

2.3c CLEANING UP: The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operations or caused by his employees, and shall remove all surplus materials leaving the site, smooth, clean and true to line and grade.

2.3d WORKMANSHIP: All work shall be performed by workers trained, skilled and experienced in the type of work being performed. All work shall be accomplished in a workmanlike manner in accordance with all applicable codes, manufacturer's recommendation and normal, accepted construction industry standards. The Contractor is solely responsible for the work and workmanship being in completion with the contract requirements. Such results are the responsibility of the Contractor.

SECTION 2.4: INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

2.4a INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois as will protect himself, his subcontractors, the City, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operation under this Contract. The policy shall name the City of Wood River, its officers, agents, employees and independent contractors as additional named insured. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. Each policy shall contain a provision that the City is not responsible to reimburse the insurer for any deductible amounts. The amounts of such insurance shall not be less than the following:

I.	Worker's Compensation Employers Liability	State - Statutory \$500,000 per Accident \$500,000 Disease/Each Accident \$500,000 Disease/Policy Limit
II.	Comprehensive General Liability Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence \$500,000 aggregate OR \$1,000,000 Combined Single Limit

The Comprehensive General Liability shall be on the Comprehensive Form, including Premises-Operations, Explosion Collapse Hazard, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractors.

III.	Vehicle Liability Bodily Injury	\$300,000 each person \$500,000 each accident
	Property Damage	\$100,000 aggregate OR \$500,000 Combined Single Limit

The Vehicle Liability must be on the Comprehensive Form and cover owned, hired and non-owned vehicles.

IV.	Umbrella Coverage	not less than \$1,000,000
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2.4b INDEMNITY: The Contractor shall indemnify and hold harmless the City and its agents and its employees from and against all claims for personal injury or property damage, including claims against the City, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney fees that may be incurred by the City defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.

2.4c LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.4d WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, warning lights, and flagmen, and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by

amber warning lights, which shall be burning from sunset to sunrise. Barricades and signs shall conform to the requirements of the "Manual for Uniform Traffic Control Devices" and the appropriate standards of the Illinois Department of Transportation. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction barricades or detours exist.

2.4e PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City's Director of Public Service, or designee, and proper governmental authority. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the City's Director of Public Service, or designee.

SECTION 2.5: PROGRESS AND COMPLETION OF WORK

2.5a EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the City, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the City's Director of Public Service, or designee, provided, however, that the Contractor shall immediately give written notice to the City's Director of Public Service, or designee, of the cause of such delay.

2.5c RELEASE OF LIENS: The Contractor shall deliver to the City a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2.5d ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, City's Director of Public Service, or designee, shall certify his acceptance to the City and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the City shall accept the work and release the Contractor except as any legal rights of the City, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the City's Director of Public Service, or designee, to assemble and check the necessary data. In no case shall making the final payment be considered acceptance of faulty work or faulty workmanship whether it be patent or latent, and remedies against the Contractor for such faulty work or faulty workmanship are retained despite any making of final payment.

PART 3 – SPECIAL PROVISIONS

SECTION 3.1: SCOPE OF CONTRACT

The scope of work under this contract includes furnishing all labor, materials, and equipment necessary to sawcut, remove, properly dispose of the building, including footings and foundation walls, basement walls, pavement, and freestanding signage as specified herein. The contractor shall be responsible for determining all methods, equipment, investigations, and supervision to achieve the end product. The contractor shall perform all work on this project to the satisfaction of the Director of Public Services. All items of work such as mobilization, cleanup, restoration, etc. and non-work items such as bonds, insurance, etc. shall not be paid for separately but shall be considered as incidental to the cost of the Building Demolition.

All work, materials, and equipment shall be subject to the appropriate requirements specified herein, the "Standard Specifications for Road and Bridge Construction" in Illinois, adopted January 1, 2022 the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids.

- A. This is a Wet Demo, emergency demolition, See attached letter from Building & Zoning Administrator.
- B. The Contractor shall completely demolish and remove any building, fences, slabs, asphalt pavement, signage and similar appurtenances located on the premises. The basement floor shall be broken up, the basement walls and any footings shall be removed to a minimum depth of 3 feet below finish grade. The foundation and footings shall be completely removed from the site and disposed of at an approved disposal site. The basement shall be backfilled with CA-06 and compacted in 12 inch lifts according to IDOT Standards to 3 feet below grade. The remainder shall be brought to finish grade with clean soil material suitable for growing grass. The existing asphalt and concrete pavement and sidewalk shall be removed, and any base rock shall be removed as well. Enough satisfactory soil material shall be imported and installed so the finish site drains and no ponding occurs.
- C. Trees marked for removal shall be uprooted and removed unless otherwise marked or stated.
- D. The Contractor shall obtain the necessary demolition permits from the appropriate jurisdiction prior to beginning the project and shall perform all work in strict conformity therewith.
- E. The Contractor shall be responsible to notify all utility companies of the demolition prior to beginning the project and shall be responsible for any and all fees or charges. All rules and regulations of the utility companies and city or county codes must be complied with before, during, and after the demolition project.
- F. The Contractor shall seal all existing drains and open lines connected to a public sewer system. The Contractor shall call Director of Public Services at 618-251-3122 for inspection prior to covering such lines with fill.
- G. The Contractor shall fill only with clean fill material.
- H. The finish grade of the project shall be graded smooth and free of debris so the finish site drains properly and no ponding occurs.
- I. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- J. Care shall be taken to prevent the occurrence of voids in the fill or undue settlement after the fill has been placed.
- K. Lumber, lath, siding, shingling, guttering, and other organic materials will not be permitted in the fill.
- L. Any and all materials to be disposed of shall be disposed of at a State of Illinois approved disposal area.

- M. All material that is not suitable for fill material shall not be used and shall be removed from the site and disposed of at the Contractor's expense.
- N. The burning of any materials will not be authorized or permitted.
- O. Any unauthorized material remaining on the premises at the completion of the work will delay final acceptance until such time as said material has been removed. The premises shall be left orderly and clean, free of debris and/or building materials.
- P. There is no guarantee of salvable materials in any building involved in this contract. No responsibility shall be assumed by any party for loss of salvable materials.
- Q. The operation of the Contractor shall be done in such a manner as to avoid hazards to persons and property and interference with the use of adjacent buildings or the interruption of free passage to and from such buildings.
- R. The Contractor shall at all times observe and comply with all Federal and State laws, local ordinances, and regulations which affect the conduct of this work. The Contractor shall be solely responsible for all claims and liabilities arising from or based upon the violation of any such laws, ordinances or regulations whether by himself or his employees.
- S. All damage to any City of Wood River or other publicly or privately-owned sidewalks, curbs, street, alley or other paved surfaces resulting from access to, operations on or exiting from any property in performance of the requirements of these specifications shall be repaired or replaced to "like new" condition. All repairs or replacements on public properties shall meet current standards as determined by the Director of Public Services. All cost incurred for such repairs and replacements shall be born by the Contractor at his own expense.
- T. Excavation Fence Act" (720 ILCS 605/) The Contractor having created an excavation for the razing or removal of a structure must cover or place a protective fencing around the excavation prior to vacating the site for the work day. This applies to open excavations as well as the razing of a house that exposes an open basement/crawl space.
- U. "Construction equipment & vehicles to display company name" (625 ILCS 5/12-712;713) The contractor's equipment & vehicles must comply with the referenced State Statute.
- V. The Contractor has thirty (30) calendar days from issuance of a Notice to Proceed to complete all work required for the demolition.
- W. Any trees not scheduled for removal shall not be damaged, and if damaged, shall be removed at the Contractors expense.

SECTION 3.2: SCHEDULING

The contractor shall notify the Director of Public Services 24 hours before starting any work.

SECTION 3.3: INSPECTIONS

All inspections necessary to complete the scope of this contract will be provided by representative(s) of the City, or a designee. Materials to be incorporated into the project shall be inspected or certified.

SECTION 3.4: TRAFFIC CONTROL AND PROTECTION

To protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, shall be utilized and maintained by the Contractor during the progress of construction work.

The contractor shall be responsible for placing "No Parking" notices as required to prosecute the work and removing the signs when they are no longer needed.

Traffic control and protection shall be employed by the Contractor in accordance with the applicable portions of the "Standard Specifications for Road and Bridge Construction" in Illinois, the "Manual for Uniform Traffic Control Devices", the "Highway Standards" of the Illinois Department of Transportation, and as provided herein.

Payment for this work shall be incidental to the building demolition.

SECTION 3.5: SEEDING

After completion of the backfill operation, the contractor shall seed, fertilizer, and mulch all disturbed areas in accordance with section 250 of the IDOT Standard Specifications. The seed used will be Class 1 lawn Mixture. The cost the seeding shall be included in the contract unit price for building demolition, and no additional compensation will be allowed.

Schedule of Prices

Contractor's Name: _____

Stutz Excavating, Inc.

Address: 3837 Fosterburg Road

Alton, IL 62002

Item Number	Items	Total
1.	Building Demolition - 876 State Street	\$ 55,140. ⁰⁰

Bidder's Total Proposal \$55,140.⁰⁰

Schedule of Prices

Contractor's Name: HOERR CONSTRUCTION, INC

Address: 1416 Camby Road WCN
Goodfield, IL 61742

Item Number	Items	Unit	Quantity	Unit Price	Total
1.	CIPP	LF	890	136. ⁰⁰	121,040. ⁰⁰
2.	SERVICE CONNECTION REPAIRS	EA	29	6200. ⁰⁰	179,800. ⁰⁰

Bidder's Total Proposal 300,840.⁰⁰

Schedule of Prices

Contractor's Name: SAK Construction, LLC

Address: 864 Hoff Road
O'Fallon, MO 63366

Item Number	Items	Unit	Quantity	Unit Price	Total
1.	CIPP	LF	890	\$145.00	\$129,050.00
2.	SERVICE CONNECTION REPAIRS	EA	29	\$5,200.00	\$150,800.00

Bidder's Total Proposal \$ 279,850.00

Schedule of Prices

Contractor's Name: Insituform Technologies USA, LLC

Address: 580 Goddard Avenue

Chesterfield, MO 63005

Item Number	Items	Unit	Quantity	Unit Price	Total
1.	CIPP	LF	890	\$16.26	\$14,471.40
2.	SERVICE CONNECTION REPAIRS	EA	29	\$2,000.00	\$58,000.00

Bidder's Total Proposal \$143,671.40

Schedule of Prices

Contractor's Name: Visu-Sewer of Missouri, LLC

Address: 7895 St Clair Avenue
East St. Louis, IL 62203

Item Number	Items	Unit	Quantity	Unit Price	Total
1.	CIPP	LF	890	130.00	115,700.00
2.	SERVICE CONNECTION REPAIRS	EA	29	4,125.00	119,625.00

Bidder's Total Proposal 235,325.00

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE TO WR FARM INVESTMENTS LLC, PURSUANT TO THE CONTRACT AS ATTACHED, AND SUBJECT TO A SUBSEQUENTLY NEGOTIATED DEVELOPMENT 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, City has the authority, pursuant to 65 ILCS 5/2-2-12, to contract and be contracted with; and

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

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

and;

WHEREAS, by a previously passed Ordinance, according to 65 ILCS 5/11-76-2, City declared City owned property surplus, more particularly described as 105 acres, more or less, of land located in the City of Wood River, Illinois within the Envirotech Business Park, more particularly described in the Purchase and Sale Agreement attached hereto as **Exhibit A** (Hereinafter "Property"); and

WHEREAS, City has determined the requirements of 65 ILCS 5/11-76-2 have been met regarding all requirements to surplus and sell City owned property; and

WHEREAS, according to 65 ILCS 5/11-76-2, City opened a bid at a regularly scheduled City Council meeting, a summary of the bid received was stated during the City Council meeting, and a record was made of the receipt of the Bid to be reflected in the minutes; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property to WR Farm Investments LLC, pursuant to the terms of the contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the Mayor to execute any documents necessary to complete the sale of the Property to WR Farm Investments LLC, pursuant to the terms of the contract attached hereto as **Exhibit A**.

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

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

Section 2. The sale of the Property to WR Farm Investments LLC, pursuant to the terms of the contract attached hereto as **Exhibit A**, is approved.

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

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

AYES:

NOES:

Tom Stalcup
Mayor
City of Wood
River
Madison County, Illinois

ATTEST:

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into by and between the CITY OF WOOD RIVER, ILLINOIS, an Illinois Municipal Corporation ("Seller" or "City"), and WR FARM INVESTMENTS LLC, a Missouri limited liability company ("Purchaser" and, together with Seller, sometimes herein collectively referred to as the "Parties" or individually as a "Party"). This Agreement shall be effective when signed by both Parties, and when approved by the corporate authorities of the City of Wood River, Illinois (the "Effective Date"). The following recitals form the basis for, and are hereby incorporated in and made a material part of, this Agreement:

A. Seller is the owner of that certain 105 acres, more or less, of land located in the City of Wood River, Illinois within the Envirotech Business Park, more particularly described as set forth on Exhibit A to Exhibit 3.2.1 attached hereto (the "Land").

B. Seller desires to sell, and Purchaser desires to purchase, the Property (defined in Section 1 below) on the terms and subject to the conditions below.

NOW, THEREFORE, in consideration of the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY. Seller hereby agrees to sell and convey to Purchaser, in "as-is" condition, and Purchaser hereby agrees to purchase from Seller, in "as-is" condition, the Land together with: (i) all rights and appurtenances pertaining to the Land including, without limitation, any appurtenant easements; (ii) all right, title and interest of Seller in and to the streets, alleys and rights-of-way adjacent to the Land; (iii) any and all water, oil, gas and minerals lying within or which are appurtenant to the Land and any rights with respect thereto; and (iv) any and all development rights, air rights, governmental approvals, permits, licenses, access rights and other beneficial rights which now or hereafter exist with respect to the Land (collectively, the "Property") on the terms and subject to the conditions set forth in this Agreement. Any personal property remaining on the Land on the Closing Date shall be deemed abandoned by Seller and, thereafter, Purchaser may remove, relocate, sell, convey, or otherwise transfer the same at its convenience and in its sole discretion; provided, however, Seller will reserve an easement for the use, maintenance, repair and replacement of any water-wells, streets, alleys, rights-of-way, and any other publicly owned or used infrastructure to the Land.

2. PURCHASE PRICE. Purchaser agrees to pay, and Seller agrees to accept payment of the sum of One Million and 00/100 Dollars (\$1,000,000.00) as the purchase price for the Property (the "Purchase Price"), which amount shall be adjusted for prorations as hereinafter described and shall be paid on the Closing Date (as defined in Section 3.1 below) by wire transfer of good U.S. funds delivered first to First American Title National Commercial Services of St. Louis, 101 S. Hanley Road, Suite 575, St. Louis, Missouri 63105 (the "Title Company"), in escrow, and then by the Title Company to Seller upon satisfaction or written waiver of all conditions to the obligation of Purchaser to consummate the transaction described herein.

3. CLOSING.

3.1. Closing Date. The event at which the Property is conveyed to Purchaser and the Purchase Price is paid to Seller (the "Closing") will occur, subject to the satisfaction or written waiver of all conditions described herein to the obligations of Seller and Purchaser to consummate the Closing, on or before the earlier of the thirtieth (30th) day following expiration of the Approvals Period (as defined in Section 6 below) (the "Closing Date"), time being of the essence.

3.2. Closing Procedures. At the Closing, the Parties agree as follows:

3.2.1 Seller shall execute and deliver to Purchaser a warranty deed conveying fee simple title to the Property, which shall be in substantially the form attached hereto as Exhibit 3.2.1, subject only to the Permitted Exceptions (as defined in Section 3.5.1 below);

3.2.2 Purchaser shall pay and the Title Company shall remit the Purchase Price to Seller as provided in Section 2 hereof;

3.2.3 The Parties shall each execute and deliver a closing statement prepared by the Title Company on which real estate taxes and assessments (general and special) shall be prorated between the Parties and the other costs of the Closing shall be apportioned between the Parties according to this Agreement;

3.2.4 The Parties shall each execute (where appropriate) and deliver evidence of its organization, existence and authority to consummate the transactions contemplated hereunder, and the authority of any person executing documents on behalf of a Party, and such other documents and agreements as may be reasonably necessary for the proper consummation of the transactions contemplated hereunder or to enable the Title Company to issue to Purchaser an ALTA owner's policy of title insurance (the "Title Policy") subject only to the Permitted Exceptions, including, without limitation, (a) copies of organizational documents, resolutions and good standing certificates, (b) a so-called Seller's affidavit in form acceptable to the Title Company, provided, however, that Seller shall have no obligation to execute a form containing provisions beyond those contained in the Title Company's usual form, and (c) a certification that Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended); and

3.2.5 The Parties shall effect Closing by means of an escrow process conducted in accordance with this Agreement and otherwise in accordance with the prevailing custom and practice of commercial real estate closings in Madison County, Illinois, whereby each Party delivers the documents and funds required to be delivered to the Title Company with escrow instructions which are consistent with the provisions of this Agreement and the Title Company distributes and

disburses such documents and funds upon the receipt of all closing deliveries required herein.

3.3. Purchaser's Additional Conditions to Closing. The obligation of Purchaser to consummate the Closing is further conditioned upon the satisfaction of every one of the following conditions:

3.3.1 Seller's due and timely performance of Seller's material obligations under this Agreement;

3.3.2 Each of Seller's representations and warranties under this Agreement being true and correct in all material respects on the date made and on the Closing Date;

3.3.3 Purchaser's satisfaction of Purchaser's due diligence with respect to the Property and all reports, and receipt of all Seller Approvals, in Purchaser's sole discretion;

3.3.4 The issuance to Purchaser of the Title Policy subject only to Permitted Exceptions upon payment of the premium therefor; and

3.3.5 The negotiation and execution of a development agreement between Seller and Purchaser governing Purchaser's development of the Property, as shown on the documents submitted with Purchaser's Request for Proposals ("RFP") bid ("Project"), specifically including but not limited to Purchaser's right to utilize the existing Tax Increment Financing District to support the issuance of bonds to fund TIF eligible portions of the cost to develop and construct the projects making up the Intended Use. The development agreement shall contain a provision that the TIF shall be limited to 90% of the TIF revenues from the TIF increment from the Purchaser's Project, and all reimbursements to Purchaser shall be limited to the increment generated from Purchaser's Project in the TIF. To incentivize Purchaser to complete the Project, Seller shall rebate to Purchaser from the Purchase Price the sum of \$100,000 for each production studio on the Land to be paid upon completion of construction of said production studio, with a cap of \$600,000 to be paid for six (6) production studios as shown on the documents submitted with Purchaser's RFP bid. Seller shall have sixty (60) days to make the payment of \$100,000, and shall make the payment once the City Manager, or the City Manager's designee has determined that such production studio has, in fact, been completed.

If any one or more of the foregoing conditions has not been satisfied by the Closing Date for reasons other than the fault of Purchaser, then Purchaser's sole remedy shall be to either (i) terminate this Agreement upon the delivery of notice thereof to Seller given on or about the Closing Date, and neither Party shall have any further obligations hereunder, or (ii) specifically enforce this Agreement.

3.4. Seller's Additional Conditions to Closing. The obligation of Seller to consummate the Closing is further conditioned upon the satisfaction of every one of the following conditions:

3.4.1 Purchaser's due and timely performance of Purchaser's material obligations under this Agreement, including the payment of the Purchase Price; and

3.4.2 Each of Purchaser's representations and warranties under this Agreement being true and correct in all material respects on the date made and on the Closing Date;

If any one or more of the foregoing conditions has not been satisfied by the Closing Date for reasons other than the fault of Seller, then Seller shall have the right to terminate this Agreement upon the delivery of notice thereof to Purchaser given on or about the Closing Date. Purchaser shall deliver to Seller copies of all surveys, test results, studies and other non-privileged written materials and information generated by or on behalf of Purchaser during the Due Diligence Period (as hereinafter defined), and neither Party shall have any further obligations hereunder.

3.5. Title.

3.5.1 Purchaser's obligation to close under this Contract is contingent upon Purchaser's receipt, at Purchaser's sole cost and expense, during the Due Diligence Period (which, for purposes of this Section 3.5 and Section 3.6 of this Agreement, shall not be subject to extension), of a commitment to issue an ALTA owner's policy of title insurance (the "Title Commitment") covering the Property and copies of all instruments reflected as exceptions thereunder. Upon Closing, Seller shall remove the liens of all mortgages, deeds of trust and other security instruments reflected on the Title Commitment. Purchaser shall have until thirty (30) days before expiration of the Due Diligence Period (defined in Section 5.1 below) to deliver written notice to Seller of any objections (the "Title Objections") Purchaser has to any other exceptions to Seller's title reflected on the Title Commitment. All items (other than liens of mortgages, deeds of trust and other security instruments created by Seller) listed as exceptions on the Title Commitment to which Purchaser does not object and, unless Purchaser provides the Survey (as defined in Section 3.6 below) to the Title Company, matters which would be disclosed by a current and accurate survey of the Land (including general exceptions for survey matters listed in the Title Commitment) shall be deemed "Permitted Exceptions". Seller shall have the option (but not the obligation) to cure or to cause any such Title Objections to be released of record or insured by endorsement reasonably acceptable to Purchaser from the Title Company, and in the event Seller is unable or unwilling to satisfy the Title Objections, if any, to the reasonable satisfaction of Purchaser and the Title Company within fifteen (15) days after Seller's receipt of such notice, Purchaser shall, by written notice to Seller and the Title Company on or before 5:00 p.m. on the thirtieth (30th) day after delivery of such Title Objections, either (i) waive the Title Objections, which shall then be deemed Permitted Exceptions, or (ii) terminate this Agreement, and neither Party shall have any further obligations hereunder. Purchaser's failure to timely terminate this Agreement pursuant to clause (ii) above shall be deemed Purchaser's election to waive the Title Objections pursuant to clause (i) above. From and after the Effective Date, Seller shall not, without Purchaser's prior written consent, which

consent shall not be unreasonably withheld, conditioned, or delayed, voluntarily impose or permit any additional encumbrances to be imposed upon the Property.

3.5.2 As provided in Section 3.2.4 of this Agreement, Purchaser's obligation to close on the Property hereunder is also contingent upon Purchaser being able to obtain, at Purchaser's sole cost and expense, from the Title Company, upon Closing, an ALTA owner's policy of title insurance for the Property in the form of the Title Commitment with extended coverage and such endorsements as Purchaser may reasonably request and containing no exceptions other than:

- (a) Current taxes not yet due and payable;
- (b) The Permitted Exceptions;
- (c) The lien of Purchaser's lender, if any; and
- (d) Exceptions created pursuant to the terms hereof and any other matters which have been approved in writing by Purchaser.

If Purchaser is unable to obtain said policy upon Closing, Purchaser may either (a) terminate this Agreement at Closing, and neither Party shall have any further obligations hereunder, or (b) proceed to Closing, whereupon this contingency shall conclusively be deemed satisfied and/or waived.

3.6. Survey. Purchaser shall have until thirty (30) days before the expiration of the Due Diligence Period to obtain, at its sole cost and expense, an ALTA/NSPS survey of the Property prepared by a surveyor duly licensed by the State of Illinois (the "Survey"). Purchaser shall have until thirty (30) days before expiration of the Due Diligence Period (defined in Section 5.1 below) to deliver a copy of the Survey and written notice of any objections Purchaser has thereto to Seller (the "Survey Objections"). Any matters reflected on the Survey to which Purchaser does not object shall be deemed Permitted Exceptions. Seller shall have the option (but not the obligation) to cure or to cause any such Survey Objections to be released of record or insured by endorsement reasonably acceptable to Purchaser from the Title Company and in the event Seller is unable or unwilling to satisfy the Survey Objections, if any, to the reasonable satisfaction of Purchaser within fifteen (15) days after Seller's receipt of such notice, Purchaser shall, by written notice to Seller and the Title Company on or before 5:00 p.m. on the thirtieth (30th) day after delivery of such Survey Objections, either (i) waive the Survey Objections, which shall then be deemed Permitted Exceptions, or (ii) terminate this Agreement, and neither Party shall have any further obligations hereunder. Purchaser's failure to timely terminate this Agreement pursuant to clause (ii) above shall be deemed Purchaser's waiver of the Survey Objections pursuant to clause (i) above.

4. EARNEST MONEY.

4.1. Within five (5) business days following the Effective Date, Purchaser shall deliver Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Initial Deposit"; for purposes of this Agreement, the term "Earnest Money" means the Initial Deposit and the Additional

Deposit (defined in Section 6 of this Agreement) and all interest earned thereon) to the Title Company. The Title Company shall hold the Earnest Money for the mutual benefit of the Parties in an interest bearing account at a bank whose accounts are federally insured, and shall apply and disburse the Earnest Money as provided in this Agreement. In the event Purchaser fails to make the Initial Deposit prior to the expiration of said 5-business day period, Seller at Seller's election, may terminate this Agreement and the Parties shall have no liability to one another hereunder.

4.2. At Closing, the Title Company shall pay the Earnest Money to Seller in partial payment of the Purchase Price, and shall reflect such payment as a credit on the closing statement. If Purchaser breaches Purchaser's obligation to consummate the Closing, Seller shall be entitled to terminate this Agreement and receive the Earnest Money as provided in Section 3.4 above. The Earnest Money is non-refundable to the Purchaser except in the event of a Seller default hereunder.

5. DUE DILIGENCE.

5.1. Due Diligence Period. The "Due Diligence Period" under this Agreement shall commence on the Effective Date and expire at 5:00 p.m. on the one hundred eightieth (180th) day after the Effective Date, and Purchaser shall have the right in Purchaser's sole discretion to terminate this Agreement for any reason at any time during such Period. If Purchaser gives written notice to Seller and the Title Company prior to expiration of the Due Diligence Period that Purchaser is terminating this Agreement, then neither Party shall have any further obligations hereunder, and Seller shall be entitled to payment of the Earnest Money. Purchaser shall have the right to extend the Due Diligence Period for one (1) additional period of ninety (90) days. To exercise the extension, Purchaser must (i) deliver to Seller, prior to the expiration of the initial Due Diligence Period, copies of any environmental reports, soil testing report, ALTA Survey, Title Report and any other reports, site plans, or other studies obtained by Purchaser relating to the Property and (ii) deposit with the Title Company a non-refundable fee applicable to the Purchase Price in the amount of Twenty Five Thousand and NO/100 Dollars (\$25,000.00)(the "Additional Deposit").

5.2. Deliveries. To the extent not already provided and such documents are in Seller's possession, within five (5) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser copies of the documents described on Exhibit 5.2 hereto (collectively, "Seller's Deliveries"). Seller does not represent or warrant the completeness or accuracy of any of the Seller Deliveries; provided, however, notwithstanding the foregoing, Seller does represent that it is not aware of any material inaccuracy in such materials.

5.3. Inspection Right. Seller shall permit Purchaser and its representatives, agents, employees, surveyors, contractors, appraisers and engineers to enter upon and conduct such soil tests, environmental studies, surveys, engineering and other studies of the Land as Purchaser desires. Purchaser shall comply, and shall cause its representatives, agents, employees, surveyors, contractors, appraisers and engineers to comply with the reasonable rules, regulations and directions of Seller when on the Land. Purchaser agrees

to indemnify, defend and hold harmless Seller from and against any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages or injuries arising out of or resulting from the inspection of the Property by Purchaser or its agents, contractors and employees. Purchaser agrees that the results of any independent tests or studies and the reports or conclusions of Purchaser and Purchaser's representatives shall be kept confidential (except as required by law) by Purchaser and Purchaser's representatives; provided that Purchaser may disclose such items to Purchaser's attorney, accountants, lenders and other parties reasonably necessary to enable Purchaser to purchase the Property. Whether the Purchaser closes on the purchase of the Property or terminates this Agreement, all soil tests, environmental studies, surveys, engineering and other studies commissioned by Purchaser shall be delivered to Seller upon Seller's request.

6. ZONING APPROVALS. Purchaser's obligation to close under this Agreement is contingent upon Purchaser's receipt, at Purchaser's sole cost and expense, of approvals (the "Approvals") by the City, prior to the expiration of the Due Diligence Period, as the same may be extended pursuant to Section 5.1 (the "Approvals Period"), to develop and use the Land for the development of multiple film production studio's and uses and certain other activities related thereto or supportive thereof (the "Intended Use").

7. REPRESENTATIONS AND WARRANTIES.

7.1. Seller's Representations. To induce Purchaser to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Purchaser on and as of the date hereof and as of the Closing Date as follows:

7.1.1 Seller has made no commitments to any other governmental authority to dedicate any portion of the Land to public use, but see 7.1.4

7.1.2 Seller is not a party to, and from and after the Effective Date will not enter into, any written or oral contracts, leases, options, commitments, agreements or obligations affecting the Property which are not terminable on or before Closing, nor to Seller's actual knowledge is the Property subject to any unrecorded written or oral contracts, leases, options, commitments, agreements or obligations.

7.1.3 Seller shall notify Purchaser if any of Seller's representations under this Agreement are or become untrue promptly after Seller's discovery thereof.

7.1.4 Seller and Purchaser agree the Parties have discussed the possible interest of the Army Corps of Engineers and/or any other government authority's possible interest in declaring parts of the Property a wetland, flood hazard area, or other designation related to flooding or flooding run-off. Purchaser accepts that this is the extent of Seller's knowledge on this topic, and this disclosure shall not be deemed a breach of this Agreement by Seller, or reason to terminate this Agreement by Purchaser.

References herein to "Seller's knowledge" shall refer only to the current actual knowledge of the limited partner(s) or trustee(s), as applicable, of Seller, and shall not be construed, by imputation

or otherwise, to refer to the knowledge of any other officer, agent, manager, representative or employee of Seller or any affiliate of Seller.

7.2. AS-IS: IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY PURCHASER THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, HAVE BEEN MADE BY SELLER OR SELLER'S AGENTS OR CONSULTANTS TO PURCHASER OR TO THE AGENTS OR CONSULTANTS OF PURCHASER WITH RESPECT TO THE PROPERTY, AND THAT ANY STATEMENTS WHATSOEVER MADE BY SELLER OR SELLER'S AGENTS OR CONSULTANTS TO PURCHASER OR TO PURCHASER'S AGENTS OR CONSULTANTS OUTSIDE OF THIS AGREEMENT ARE NOT MATERIAL AND HAVE NOT BEEN RELIED UPON BY PURCHASER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THIS ACKNOWLEDGMENT AND AGREEMENT, BUT SUBJECT TO THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT WHICH BEAR UPON THE SAME, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT THE PROPERTY SHALL BE ACCEPTED BY PURCHASER IN ITS "AS IS", "WHERE IS" CONDITION, "WITH ALL FAULTS". PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN SECTIONS 5.2 AND 7.1, PURCHASER IS PURCHASING THE PROPERTY SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO (I) THE PROPERTY'S CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY, OR (II) THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OF THE INFORMATION, DATA, MATERIALS OR CONCLUSIONS CONTAINED IN SELLER'S DELIVERIES OR ANY OTHER INFORMATION PROVIDED TO PURCHASER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER SHALL AT ITS SOLE COST AND EXPENSE, CONDUCT AND RELY EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN ITS EVALUATION OF THE PROPERTY. FURTHER, PURCHASER ACKNOWLEDGES THAT IT MUST INDEPENDENTLY VERIFY ANY APPLICABLE SPECIAL ASSESSMENTS, POTENTIAL TRAFFIC IMPROVEMENTS, AND INFRASTRUCTURE REQUIREMENTS THAT MAY BE REQUIRED BY THE APPLICABLE GOVERNING AUTHORITIES. THE TERMS AND PROVISIONS OF THIS SECTION 7.2 SHALL SURVIVE CLOSING.

7.3. Purchaser's Representations. To induce Seller to execute, deliver and perform this Agreement, Purchaser hereby represents and warrants to Seller on and as of the date hereof and on and as of the Closing Date as follows:

7.3.1 Purchaser is a duly organized, validly existing Missouri limited liability company in good standing. The execution and delivery of this Agreement, and the performance by Purchaser of all of its covenants and obligations hereunder, have been approved by all requisite action, and this Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with the terms hereof.

7.3.2 Purchaser shall notify Seller if any of Purchaser's representations under this Agreement are or become untrue immediately upon Purchaser's discovery thereof.

7.3.3 Purchaser has not been adjudicated to be bankrupt or insolvent.

7.3.4 Purchaser shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to Closing.

8. CLOSING GENERALLY.

8.1. Time of Closing. The transactions contemplated hereby shall close on or before 2:00 p.m. (St. Louis time) on the Closing Date at the offices of the Title Company.

8.2. Closing Instructions. A Party shall not be required to be present in person at Closing if such Party has delivered all of the items it is required to deliver at Closing to the Title Company on or before the aforementioned time on the Closing Date; provided, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each Party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

8.3. Expenses. The expenses of the Parties in connection with the transactions contemplated herein shall be allocated as follows:

8.3.1 Purchaser shall pay for the cost of any title insurance policy endorsements thereto (including the costs of any lender's policy of title insurance required by Purchaser's lender, if any) and the cost of recording the deed conveying the Property to Purchaser and any other charges incurred in connection with the recording of documents securing Purchaser's financing, if any, for the acquisition of the Property; Seller shall pay for the cost of a standard owner's policy of title insurance;

8.3.2 Purchaser shall pay the cost of the escrow closing fee charged by the Title Company;

8.3.3 Each Party shall bear the cost of their own attorneys' fees and expenses; and

8.3.4 All other expenses shall be the responsibility of the Party incurring the same.

8.4. Title. Upon Closing, title to the Property shall be conveyed to Purchaser free and clear of any lien, mortgage, security agreement, lease, judgment lien, tax lien, vendor's lien, mechanic's lien or other lien, whether voluntary or involuntary (each, a

"lien"). If there are any such liens on the Land at Closing, Seller, at Seller's sole expense, shall cause them to be released and terminated of record, in a manner acceptable to Purchaser and the Title Company for the purpose of insuring Purchaser that the title will be free and clear of any such exceptions.

8.5. Prorations. Purchaser shall receive a credit against the Purchase Price for the amount of current real estate taxes levied against the Property which are unpaid as of the Closing Date and which are allocable to the period prior to and including the Closing Date (based on the actual number of days elapsed in a year over the total number of days in such year), the amount of such credit to be determined on the basis of the current tax bill for the Property or, if not available as of Closing, the most recent ascertainable assessed value and tax rate, with the Parties agreeing to re-prorate said taxes upon the receipt of the actual tax bills for the Property. Seller shall be responsible for paying the real estate taxes for all periods prior to the tax year in which Closing occurs. If the Property was part of one or more tax parcels which included real estate not within the boundaries of the Property during any period over which taxes are to be prorated as provided herein, then the Parties agree to further prorate the real estate taxes over the entire tax parcel or parcels on a per square foot basis. Other items customarily adjusted upon the sale of a property similar to the Property shall be adjusted by the Parties. Seller and Purchaser shall diligently attempt to determine the exact amounts of prorations and adjustments prior to or at Closing; however, the Parties acknowledge that exact amounts may not be available at Closing, and agree to re-prorate such items after Closing based upon final bills or statements.

8.6. Brokerage. The Parties hereby represent and warrant to one another that they have not dealt with any broker or finder in respect to the transaction contemplated hereby, and that no commission, finder's fee or broker's fee is due to any person, firm or entity by reason hereof. Each Party hereby agrees to indemnify, defend and hold the other harmless from and against any and all claims, causes of action, losses, damages, liabilities, judgments, settlements and expenses (including, without limitation, attorneys' fees) that the other may sustain or incur by reason of its breach of the representations and warranties contained in this, Section 8.6.

8.7. Condemnation. If, prior to Closing, all or any portion of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly notify Purchaser of such event, and Purchaser shall have the option, exercisable by the delivery of notice to Seller within thirty (30) days after the Purchaser receives notice of such taking, to terminate its obligation to close on the purchase of the Property. If Purchaser does not elect to terminate its obligation to close as aforesaid, then the Parties shall proceed with Closing, and Seller shall, at Closing, assign or pay to Purchaser all condemnation awards collected, and all of the Seller's right, title and interest in and to any condemnation awards claimed (including without limitation an assignment and grant to Purchaser of the right to substitute itself in the place and stead of Seller in any litigation or other proceeding) relative to such taking.

8.8. Reporting Person. Purchaser and Seller agree that the Title Company shall be the "reporting person" relative to the transaction contemplated herein for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

8.9. Earnest Money Disputes. If either Party elects to assert its rights with respect to the refund or forfeiture of the Earnest Money as provided in this Agreement during the period of time when the Title Company is holding the Earnest Money, the Party claiming the right to receive the Earnest Money shall deliver an affidavit to the Title Company stating that it is entitled to the receipt of the Earnest Money and stating the reasons therefor. Upon receipt of such affidavit, the Title Company shall deliver a copy to the other Party together with a notice stating that if no objection to the disposition of the Earnest Money as set forth in the affidavit is received within ten (10) days after the date such notice is sent by the Title Company, the Title Company will deliver the Earnest Money in accordance with the terms of such affidavit, and if no objection is received by the Title Company within such ten (10) day period, the Title Company is hereby authorized and directed by the Parties to deliver the Earnest Money in accordance with the affidavit. If the Title Company receives an objection to the disposition of the Earnest Money as contemplated in such affidavit within such ten (10) day period, the Title Company may interplead the Earnest Money into account of competent jurisdiction for resolution of any disputes involving the Earnest Money.

8.10. Prevailing Party Attorneys' Fees. If any litigation or other proceeding is commenced to enforce the rights of either Party under this Agreement, in addition to all other relief awarded, the prevailing Party shall be entitled to judgment for all expenses incurred in connection with any such litigation or other proceeding including, without limitation, reasonable attorneys' fees and court costs.

9. SURVIVAL. Except as otherwise provided herein or in the event of willful misconduct, gross negligence or fraud, the representations, warranties, covenants, agreements and obligations of the Parties hereunder shall not survive Closing.

10. NOTICES. Any notice or other document required or permitted to be given hereunder shall be in writing and deemed given when delivered personally, three (3) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after deposited with Federal Express or other reputable overnight courier, and addressed to the Parties at the respective addresses set forth on Exhibit 10 attached hereto (the "Notices Schedule"). A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

11. CONFIDENTIALITY. [Reserved]

12. MISCELLANEOUS.

12.1. This Agreement contains the entire agreement and understanding of the Parties in respect to the subject matter hereof, and supersedes any and all prior oral and written agreements with respect to the subject matter hereof.

12.2. This Agreement may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by Seller and Purchaser.

12.3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the

same instrument. This Agreement may also be executed with counterpart signature pages, and it is agreed that such counterpart signatures, when assembled into a single document with multiple signature pages, shall be binding upon and enforceable against the Parties to the same extent as if all signatures were set forth on the same copy of this Agreement.

12.4. The transmission by facsimile or electronic mail of images of signed counterparts of this Agreement to a Party at its facsimile number or e-mail address indicated on the Notices Schedule shall have the same binding effect as the hand delivery of an originally signed counterpart hereof.

12.5. Time is of the essence in this Agreement.

12.6. Neither party shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, no such assignment shall release the assignor from its obligations under this Agreement.

12.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its rules with respect to conflicts of laws. Any legal action necessary to enforce this Agreement shall take place in the Circuit Court, Madison County, Illinois. The Parties waive any objections to this venue or Illinois choice of law.

12.8. Purchaser covenants and agrees that in the event it defaults on its obligations hereunder, or terminates this Agreement pursuant to a right to do so hereunder, it shall promptly assign and deliver to Seller copies of all development plans, drawings, surveys, documents, instruments and other work product developed by or at the direction of Purchaser for the Property. The provisions of this Section 12.8 shall survive the termination of this Agreement.

12.9. The captions used in connection with the Articles, Sections, and subsections of this Agreement are for convenience only, and will not be deemed to expand or limit the meaning of the language of this Agreement.

12.10. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party except on the basis of a written instrument executed by or on behalf of such Party.

12.11. Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Agreement or any agreement or document related hereto or entered into in connection herewith.

12.12. If the last day for deposit of Earnest Money, giving of notice or performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Illinois, then such last day shall be extended to the next succeeding business day.

12.13. Notwithstanding any provision of this Agreement to the contrary, if Seller so desires, Purchaser shall participate in a like-kind, tax-deferred exchange of the Property under Section 1031 of the Internal Revenue Code of 1986, as amended, provided Purchaser does not thereby incur any additional expenses or become exposed to any additional liabilities. Further, if Seller so elects, Purchaser will accept performance hereunder by a qualified third party intermediary, and consents to Seller's assignment of this Agreement to such intermediary.

12.14. Seller and Purchaser have each been represented by counsel in the negotiations and preparation of this Agreement, and this Agreement will be deemed to be drafted by both Seller and Purchaser and no rule of construction will be invoked respecting the authorship or drafting of this Agreement.

12.15. If any one or more of the provisions contained in this Agreement (except the provisions relating to Seller's obligation to sell and convey the Land and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein; provided, however, that the Parties shall endeavor in good faith to rewrite the affected provision to make it valid and consistent with the intent of the original provision.

12.16. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

12.17. Notice to Utilities. Purchaser shall notify all utility companies of this sale and shall arrange for change-over of responsibility for utilities as of Closing.

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF this Agreement is executed on the Effective Date.

SELLER:

CITY OF WOOD RIVER, ILLINOIS

By: _____

Dated: _____, 2025

PURCHASER:

WR FARMS INVESTMENTS LLC,
a Missouri limited liability company

By: SUITE MANAGER LLC, a Missouri limited liability
company, Manager of WR Farm Investments, LLC

By: _____
Christopher L. Breakwell, Manager of
Suite Manager, LLC

By: _____
Jeffry M. Faust, Manager of
Suite Manager, LLC

By: _____
Todd M. Janson, Manager of
Suite Manager, LLC

Dated: _____, 2025

**TITLE COMPANY'S RECEIPT OF AGREEMENT AND DEPOSIT
AND ACKNOWLEDGEMENT OF STATUS AS "REPORTING PERSON"**

The undersigned Title Company hereby acknowledges (a) receipt of a fully executed original of this Agreement on the date set forth below, (b) that it is the "reporting person" for purposes of Prop. Reg. §1.6045-4(a), promulgated pursuant to the Internal Revenue Code of 1986, as amended, and (c) receipt of the Initial Deposit and agrees to hold and disburse the Earnest Money as provided in this Agreement.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3.2.1 TO PURCHASE AND SALE AGREEMENT

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor CITY OF WOOD RIVER, ILLINOIS of the County of Madison and State of Illinois for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, CONVEY and WARRANT to WR FARM INVESTMENTS LLC, a Missouri limited liability company whose address is

THE ABOVE SPACE FOR RECORDER'S USE ONLY

the following described real estate, to-wit:

See Exhibit A attached hereto and incorporated herein by this reference; subject, however, to the exceptions listed on Exhibit B attached hereto and incorporated herein,

situated in Madison County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this _____ day of _____, 20__.

Illinois Transfer Stamps Exempt
Under Provisions of 35 ILCS 200/31-45(e)

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Warranty Deed]

GRANTOR:

CITY OF WOOD RIVER, ILLINOIS

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, _____ of the CITY OF WOOD RIVER, ILLINOIS, known to me to be the person who executed the within Warranty Deed in behalf of said municipality and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

This document was prepared by:
David F. Neiers, Esq.
Sandberg Phoenix & von Gontard P.C.
120 S. Central, Suite 1600
St. Louis, MO 63105

Exhibit A to Warranty Deed

Legal Description

Tract 1:

A tract of land in the Southeast Quarter of Section 20, Southwest Quarter of Section 21, Northwest Quarter of Section 28 and Northeast Quarter of Section 29, all in Township 5 North, Range 9 West of the Third Principal Meridian, City of Wood River, Madison County, Illinois, described as follows: Beginning at the northeast corner of Lot 1 of Envirotech Business Park Addition No. 1, a subdivision, according to the plat thereof recorded in Plat Cabinet 60, Page 152 of the Madison County records; thence along the north line of said Lot 1, South 88 degrees 57 minutes 37 seconds West (basis of bearings is the Illinois State Plane Coordinate System - West Zone), 280.10 feet to the northwest corner of said Lot 1; thence along a west line of said Lot 1, South 10 degrees 22 minutes 25 seconds West, 389.94 feet; thence along a west line of said Lot 1 and the westerly prolongation thereof, South 87 degrees 59 minutes 50 seconds West, 574.63 feet; thence departing said prolongation Northeasterly along a curve to the right having a radius of 426.80 feet with a chord which bears North 15 degrees 06 minutes 55 seconds East, 301.19 feet, an arc distance of 307.82 feet to a point of reverse curvature; thence Northeasterly along a curve to the left having a radius of 630.68 feet with a chord which bears North 28 degrees 33 minutes 05 seconds East, 221.89 feet, an arc distance of 223.05 feet to a point of tangency; thence North 18 degree 25 minutes 10 seconds East, 743.76 feet to the beginning of a curve to the left having a radius of 1129.66 feet; thence Northeasterly along last said curve with a chord which bears North 12 degrees 14 minutes 36 seconds East, 243.07 feet, an arc distance of 243.54 feet to a point of tangency; thence North 05 degree 44 minutes 01 second East, 95.01 feet to the beginning of a tangent curve to the left having a radius of 2047.22 feet; thence Northerly along last said curve with a chord which bears North 00 degrees 05 minutes 50 seconds East, 402.12 feet, an arc distance of 402.77 feet to a point of compound curvature; thence Northwesterly along a curve to the left having a radius of 1104.03 feet with a chord which bears North 10 degrees 22 minutes 27 seconds West, 198.94 feet, an arc distance of 199.21 feet to the a point of compound curvature; thence Northwesterly along a curve to the left having a radius of 279.29 feet with a chord which bears North 19 degrees 15 minutes 47 seconds West, 36.24 feet, an arc distance of 36.26 feet to the southwesterly line of the Norfolk Southern Railroad; thence along said southwesterly line South 55 degrees 53 minutes 00 seconds East, 1601.92 feet to the westerly right of way line of Illinois Route 3 (Federal Aid Route 4), variable width; thence along said westerly right of way line the following courses and distances; thence South 12 degrees 38 minutes 31 seconds East, 911.68 feet; thence North 86 degrees 52 minutes 22 seconds East, 30.41 feet; thence South 12 degrees 35 minutes 09 seconds East, 408.73 feet to the beginning of a curve to the left having a radius of 5819.58 feet; thence Southeasterly along last said curve with a chord which bears South 13 degrees 33 minutes 37 seconds East, 184.03 feet, an arc distance of 184.04 feet; thence departing last said curve, South 75 degrees 32 minutes 01 second West, 69.25 feet; thence South 24 degrees 27 minutes 48 seconds East, 84.62 feet; thence South 02 degrees 35 minutes 48 seconds East, 91.84 feet; thence South 27 degrees 30 minutes 12 seconds West, 263.31 feet; thence South 07 degrees 28 minutes 12 seconds West, 167.66 feet; thence South 29 degrees 33 minutes 48 seconds East, 120.01 feet; thence South 59 degrees 39 minutes 48 seconds East, 105.94 feet; thence South 76 degrees 54 minutes 48 seconds East, 254.08 feet; thence Southeasterly along a curve to the left having a radius of 5859.58 feet with a chord which bears South 24 degrees 47 minutes 46 seconds East, 442.00 feet, an arc distance of 442.10 feet; thence departing last said curve, South 21 degrees 47 minutes 59 seconds West, 54.62 feet to the northerly right of way line of Federal Aid Route 155/Illinois Route 143/River Heritage Parkway (Berm Highway), variable width; thence along said northerly right of way line the following courses and distances; thence South 68 degrees 23 minutes 52 seconds West, 82.66 feet to the beginning of a tangent curve to the right having a radius of 3719.72 feet; thence Southwesterly along last said curve with a chord which bears South 80 degrees 09 minutes 01 second West, 1515.28 feet, an arc distance of 1525.96 feet to the easterly right of way line of Enviroway, variable width; thence along said easterly right of way line North 03 degrees 24 minutes 42 seconds East, 60.00 feet and North 11 degrees 11 minutes 00 seconds West, 50.00 feet to the southwest corner of Lot 1 of Envirotech Business Park, a

subdivision, according to the plat thereof recorded in Plat Cabinet 60, Page 47 of the said Madison County records; thence along the south line of last said Lot 1, South 89 degrees 34 minutes 00 seconds East, 470.25 feet to the southeast corner thereof; thence along the east line of last said Lot 1, North 02 degrees 13 minutes 02 seconds West, 391.72 feet to the southerly right of way line of Dubois Trail, 60 feet wide; thence along said southerly right of way line, North 88 degrees 00 minutes 25 seconds East, 50.62 feet to the beginning of a tangent curve to the right having a radius of 60.00 feet; thence Southeasterly along said southerly right of way line and last said curve with a chord which bears South 71 degrees 17 minutes 08 seconds East, 42.43 feet, an arc distance of 43.37 feet to a point of reverse curvature; thence Southeasterly, Easterly, Northerly, Northwesterly, Westerly and Southwesterly along the right of way line of said Dubois Trail and a curve to the left having a radius of 60.00 feet, with a chord which bears North 01 degree 59 minutes 23 seconds West, 90.00 feet, an arc distance of 275.24 feet to a point of reverse curvature; thence along the northerly right of way line of said Dubois Trail the following courses and distance; thence Southwesterly along a curve to the right having a radius of 60.00 feet with a chord which bears South 67 degrees 18 minutes 15 seconds West, 42.42 feet, an arc distance of 43.36 feet to a point of tangency; thence South 88 degrees 00 minutes 25 seconds West, 50.63 feet to the beginning of a curve to the right having a radius 1424.16 feet; thence Northwesterly along last said curve with a chord which bears North 86 degrees 06 minutes 12 seconds West, 292.26 feet, an arc distance of 292.78 feet to a point of tangency; thence North 80 degrees 12 minutes 50 seconds West, 124.99 feet to a point of tangency; thence Northwesterly along a curve to the right having a radius of 25.00 feet with a chord which bears North 40 degrees 04 minutes 31 seconds West, 32.23 feet, an arc distance of 35.03 feet to a point of tangency on the easterly right of way line of said Enviroway; thence along said easterly right of way line the following courses and distances; thence North 00 degrees 03 minutes 48 seconds East, 121.59 feet to the beginning of a curve to the left having a radius of 2473.09 feet; thence Northerly along last said curve with a chord which bears North 03 degrees 33 minutes 13 seconds East, 478.17 feet, an arc distance of 478.92 feet to a point of tangency; thence North 01 degree 57 minutes 50 seconds West, 271.61 feet to the beginning of a tangent curve to the right having a radius of 30.00 feet; thence Northwesterly along last said curve with a chord which bears North 43 degrees 01 minute 07 seconds East, 42.42 feet, an arc distance of 47.11 feet to a point of tangency on the southerly right of way line of Smith Court, 60 feet wide; thence along last said southerly right of way line North 88 degrees 00 minutes 23 seconds East, 214.35 feet to the beginning of a tangent curve to the right having a radius of 60.00 feet; thence Southeasterly along last said southerly right of way line and last said curve with a chord which bears South 71 degrees 17 minutes 20 seconds East, 42.43 feet, an arc distance of 43.36 feet to a point of reverse curvature; thence along Southeasterly, Easterly, Northerly, Northwesterly, Westerly and Southwesterly along the right of way line of said Smith Court and a curve to the left having a radius of 60.00 feet with a chord which bears North 01 degree 59 minutes 37 seconds West, 90.00 feet, an arc distance of 275.22 feet to a point of reverse curvature on the north right of way line of said Smith Court; thence along last said north right of way line the following courses and distances; thence Southwesterly along a curve to the right having a radius of 60.00 feet with a chord which bears South 67 degrees 18 minutes 05 seconds West, 42.43 feet, an arc distance of 43.36 feet to a point of tangency; thence South 88 degrees 00 minutes 23 seconds West, 214.30 feet to the beginning of tangent curve to the right having a radius of 30.00 feet; thence Northwesterly along last said curve with a chord which bears North 46 degrees 58 minutes 53 seconds West, 42.44 feet, an arc distance of 47.14 feet to a point of tangency on the easterly right of way line of said Enviroway; thence along said easterly right of way line the following courses and distances; thence North 01 degree 58 minutes 09 seconds West, 83.90 feet to the beginning of a tangent curve to the right having a radius of 60.00 feet; thence Northeasterly along last said curve having a radius of 60.00 feet, with a chord which bears North 21 degrees 07 minutes 28 seconds East, 47.07 feet, an arc distance of 48.37 feet to a point of reverse curvature; thence Northeasterly, Northerly, Northwesterly and Westerly along a curve to the left having a radius of 70.00 feet, with a chord which bears North 23 degrees 52 minutes 34 seconds West, 129.89 feet, an arc distance of 166.39 feet to the southeast corner of above said Lot 1 of Envirotech Business Park Addition No. 1; thence along the east line of last said Lot 1, North 01 degree 39 minutes 12 seconds West, 301.25 feet to the Point of Beginning.

Tract 2:

A tract of land in the Northwest Quarter of Section 28 and the Northeast Quarter of Section 29, Township 5 North, Range 9 West of the Third Principal Meridian, City of Wood River, Madison County, Illinois, described as follows: Commencing at the southeast corner of Lot 1 of Envirotech Business Park Addition No. 1, a subdivision, according to the plat thereof recorded in Plat Cabinet 60, Page 152 of the Madison County records, being on the westerly right of way line of Enviroway, variable width; thence along said westerly right of way line the following courses and distances; thence South 01 degree 58 minutes 09 seconds West (basis of bearings is the Illinois State Plane Coordinate System - West Zone), 350.45 feet to the beginning of a tangent curve to the right having a radius of 2413.09 feet; thence Southerly along said curve with a chord which bears South 01 degree 04 minutes 14 seconds East, 111.51 feet, an arc distance of 111.52 feet to the Point of Beginning of the herein described tract; thence continuing along said curve with a radius of 2413.09 feet with a chord which bears South 04 degrees 28 minutes 39 seconds West, 355.45 feet, an arc distance of 355.77 feet; thence departing said curve South 19 degrees 26 minutes 34 seconds West, 120.78 feet; thence South 25 degrees 15 minutes 02 seconds West, 104.57 feet; thence departing said westerly right of way line Northwesterly along a curve to the right having a radius of 20.00 feet, with a chord which bears North 35 degrees 41 minutes 39 seconds West, 28.03 feet, an arc distance of 31.05 feet; thence departing last said curve, North 80 degrees 09 minutes 49 seconds West, 30.22 feet to the beginning of a curve to the left having a radius of 2393.59 feet; thence Westerly along last said curve with a chord which bears North 84 degrees 04 minutes 25 seconds West, 324.56 feet, an arc distance of 324.81 feet; thence departing last said curve, North 01 degree 57 minutes 29 seconds West, 497.14 feet; thence North 89 degrees 28 minutes 36 seconds East, 498.53 feet to the Point of Beginning.

Exhibit B to Warranty Deed

Applicable Exceptions

EXHIBIT 5.2 TO PURCHASE AND SALE AGREEMENT

Seller's Deliveries

Seller shall provide "Deliveries" to Seller's Knowledge. "Seller's knowledge" shall refer only to the current actual knowledge of the limited partner(s) or trustee(s), as applicable, of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other officer, agent, manager, representative or employee of Seller or any affiliate of Seller.

1. Existing survey of the Land, if any.
2. Copies of any and all environmental reports in Seller's possession relating to the Land or any portion thereof (including, without limitation, any wetlands studies or reports), together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer relating to the Land to Purchaser and Purchaser's attorneys, lenders and other consultants.
3. Copies of any and all topographical studies of the Land or any portion thereof in Seller's possession; together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer to Purchaser and Purchaser's attorneys, lenders and other consultants.
4. Copies of any and all studies of the soil and other subsurface conditions of the Land in Seller's possession; together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer to Purchaser and Purchaser's attorneys, lenders and other consultants.
5. Copies of any and all development agreements, development approvals, service contracts, management agreements and other operating agreements affecting the Land.
6. Copies of all documentation relative to the zoning regulations affecting the Land, including, without limitation, any variances, special use permits or other matters relating to any and all applicable land use restrictions.
7. Copies of all site plans or other plans and specifications for any contemplated improvements on or affecting the Land, together with any and all engineering studies, traffic studies, communications with governmental authorities relating to access requirements for affecting the Land, plats, plans, drawings, specifications, title insurance policies and other like documents, instruments and items relating to affecting the Land.

EXHIBIT 10 TO PURCHASE AND SALE AGREEMENT

Notices Schedule

The addresses for written notices to the Parties to this Agreement are as follows:

If to Seller:

Tom Stalcup
Mayor
City Hall
111 N. Wood River Ave.
Wood River, Illinois 62095

With a copy to:

Michael McGinley
Lashly and Baer
714 Locust St.
St. Louis, Missouri 63101-1699

If to Purchaser:

Christopher L. Breakwell
2349 Railroad St., Unit 2111
Pittsburg, Pennsylvania 15222

With a copy to:

Andrew Ruben
Sandberg Phoenix & von Gontard, P.C.
120 S. Central Ave, Suite 1600
St. Louis, Missouri 63105