## ORDER OF BUSINESS

City Council City of Wood River 111 N, Wood River Avenue December 1, 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 November 17, 2025, as printed.
- 3) Approval of the bills submitted for payment for the period November 13, 2025, to November 26, 2025, as printed.
- 4) REQUEST BY MAYOR FOR:
  - A. Request for Citizen comments/communications/petitions
  - B. Reports/comments from City Officials
- 5) Approval of an ordinance amending City Code 90-7, Title XI: Business Regulations, Chapter 112: Alcoholic Beverages, Section 112.25 Limit on Number of Licenses, (G) changing the number of restaurant/bar liquor licenses in District 1 from one to two.
- 6) Approval of an ordinance authorizing a Redevelopment Agreement with C&N Licensing and Title for TIF Financial Assistance at 242 E. Ferguson Avenue.
- 7) Approval of an ordinance authorizing the execution of a Memorandum of Understanding between the City of Wood River and the Illinois FOP Labor Council representing the Police Department.
- 8) Approval of a resolution authorizing the execution of an Operations Agreement between the City of Wood River and Royal Oak Recycling.
- 9) Approval of a resolution approving the City of Wood River in support of the Illinois America250 Commemoration.
- 10) Old Business
- 11) New Business
- 12) 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.

November 17, 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, November 17, 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 Ayres moved to approve the minutes of the regular meeting of November 3, 2025, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

# APPROVAL OF BILLS:

Councilman Tweedy moved to approve the bills submitted for payment for the period October 30, 2025, to November 12, 2025, as printed, seconded by Councilman Ayres

Councilman Dettmers requested clarification regarding several payments to DataTronics for police vehicle equipment totaling approximately \$36,000.00. He asked whether the City Attorney could explain how these expenditures align with the City's recently adopted spending policy.

City Attorney Mike McGinley explained that because the expenditures relate to police vehicles and involve radio and technology equipment, they fall under Section E of the City's spending policy, which provides a competitive bidding exemption. He noted that under this section, the City Manager has the discretion to determine whether such purchases require City Council approval or a waiver of bids. City Attorney Mike McGinley referenced examples within the policy, including automotive services for police and fire equipment where continuity of service is necessary for health and safety reasons and where the aggregate cost may exceed \$25,000.00 in a fiscal year. He emphasized that while this exemption is available, it is not intended to be used as a routine alternative to competitive bidding. Under normal circumstances, expenditures expected to total amounts such as the \$36,000.00 in question should be competitively bid. However, he stated that in situations where health, safety, or the need for specialized and reliable service is a concern, particularly with police vehicle technology, use of the exemption may be appropriate. He concluded by noting that Chief of Police Brad Wells obtained comparative information to ensure the pricing was reasonable.

Chief Wells explained that the police vehicles were purchased from Morrow Brothers in Greenfield, Illinois, a vendor the department has worked with previously. He stated that Morrow Brothers also provided a quote for the equipment and installation, which totaled over \$12,000.00 per vehicle. A second bid was obtained from DataTronics in Godfrey, a locally owned Madison County business, which came in at approximately \$8,900.00 per vehicle, more than \$3,000.00 less than the quote

from Morrow Brothers. Chief Wells emphasized that the department did not rely on a single bid but instead sought competitive pricing to ensure the lowest cost for the City.

The bills submitted for payment were approved by the following vote:

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

NAYS: None (0)

## APPROVAL OF FINANCIAL STATEMENT:

Councilman Plank moved to approve the Financial Statement ending October 31, 2025, as printed, seconded by Councilman Tweedy

Councilman Dettmers noted that under the Non–Home Rule Sales Tax category, the year-to-date miscellaneous revenue totaled \$543,793.00, with \$59,644.00 received in the current month. He expressed surprise at the amount categorized as miscellaneous revenue within this tax fund and questioned where the money is coming from.

Director of Finance Karen Weber noted that detailed information was included in the council packet.

Councilman Dettmers indicated he was unable to find the specific numbers he needed.

City Manager Steve Palen stated he would forward the information once Director Weber compiled the report and clarified the revenue details.

The Financial Statement was approved by the following vote:

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

NAYS: None (0)

# **CITIZEN/OFFICIAL COMMENTS:**

Mary Roberts thanked the Councilmembers and the community for attending the Veterans Day Ceremony. She then expressed her appreciation to the Council for giving her the opportunity to lead the services and concluded by thanking everyone for their involvement in the ceremony.

Mayor Stalcup thanked Mary Roberts, stating that she did a very nice job, and expressed appreciation to everyone involved in the ceremony.

Mayor Stalcup read a Letter of Commendation addressed to Detective Sergeant Brent Rombach from Police Chief Brad Wells.

ORDINANCE NO. 2978: AUTHORIZING THE ACCEPTANCE OF PARCEL ID 19-2-08-28-08-203-036, COMMONLY KNOWN AS 545 S. 10<sup>TH</sup> STREET, WOOD RIVER, ILLINOIS 62095, FROM SEAN M. MORGAN FOR PURPOSES OF ERADICATING BLIGHT:

Councilman Dettmers moved to approve an ordinance authorizing the acceptance of Parcel ID 19-2-08-28-08-203-036, commonly known as 545 S. 10<sup>th</sup> Street, Wood River, Illinois 62095, from Sean M. Morgan for purposes of eradicating blight, seconded by Councilman Ayres

Councilman Ayres asked what the purpose of the property was going to be.

City Manager Steve Palen responded that the property is likely a candidate for demolition. He stated that he had spoken with Chief Wells about the possibility of issuing a request for proposal to determine whether anyone might be interested in rehabilitating it but noted that the property is in very poor condition.

Councilman Ayres stated that he had viewed the property and observed that the roof is sagging and the double back doors appear inoperable. He noted that the garage is large and appears to be structurally sound, but the siding is missing. He added that while the lot itself is nice, he hopes the City will be able to recoup its costs if the structure is demolished.

Councilman Dettmers stated that, if he recalls correctly, the City is acquiring the property for one year of property taxes.

City Manager Steve Palen replied in the affirmative.

The ordinance was approved by the following vote:

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

NAYS: None (0)

TABLED: RECOMMENDATION FROM MAYOR STALCUP TO REAPPOINT BRENDAN MCKEE TO THE FIRE PENSION BOARD WITH A TERM TO EXPIRE MAY 2028:

Mayor Stalays record to table the recommendation from Mayor Stalays to request Brandon

Mayor Stalcup moved to table the recommendation from Mayor Stalcup to reappoint Brendan McKee to the Fire Pension Board with a term to expire May 2028, seconded by Councilman Plank 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 101 E. FERGUSON FOR THE HOLIDAY TRADITION NIGHT MARKET ON FRIDAY, NOVEMBER 28, 2025, FROM 2:00 P.M. TO 7:00 P.M.:

Councilman Ayres moved to approve a request from the Wood River Business Alliance to use 101 E. Ferguson for the Holiday Tradition Night Market on Friday, November 28, 2025, from 2:00 p.m. to 7:00 p.m., seconded by Councilman Tweedy, 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 CLOSE FERGUSON AVENUE BETWEEN FIRST STREET AND SECOND STREET FOR THE HOLIDAY TRADITION NIGHT MARKET ON FRIDAY, NOVEMBER 28, 2025, FROM 3:00 P.M. TO 7:00 P.M.:

Councilman Tweedy moved to approve a request from the Wood River Business Alliance to close Ferguson Avenue between First Street and Second Street for the Holiday Tradition Night Market on Friday, November 28, 2025, from 3:00 p.m. to 7:00 p.m., seconded by Councilman Plank, 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 CLOSE FERGUSON AVENUE BETWEEN WOOD RIVER AVENUE AND FIRST STREET FOR THE SANTA PARADE ON FRIDAY, NOVEMBER 28, 2025, FROM 3:30 P.M. TO 4:30 P.M.: Councilman Dettmers moved to approve a request from the Wood River Business Alliance to close Ferguson Avenue between Wood River Avenue and First Street for the Santa Parade on Friday, November 28, 2025, from 3:30 p.m. to 4:30 p.m., seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

# **CLOSED SESSION:**

Mayor Stalcup moved for approval of a recess to hold an executive closed session to discuss matters pertaining to Pending or Imminent Litigation (5ILCS 120/2 (c)(11)) seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

The Council moved across the hall to hold the executive closed session.

The Council recessed at 7:16 p.m. and reconvened at 7:25 p.m.

Councilman Ayres made a motion to go back into open session, seconded by Councilman Dettmers, and the motion was approved by the following vote:

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

NAYS: None (0)

**OLD BUSINESS:** NONE

NEW BUSINESS: NONE

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

Mayor	City Clerk



# COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORE: 01/01/2025 DEPARTMENT SUMMARY REPORT CITY OF WOOD RIVER

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	VENDOR			DEPT	ACCOUNT	AMOUNT
DEPARTMENT	#	VENDOR NAME	DESCRIPTION	CODE	NUMBER	DUE
I EGISI ATIVE	5793	HEARST COMMUNICATIONS INC	SEALED BIDS-SEWER IMPROVEMENTS	1011	40741	131.05
I FGISI ATIVE	5793	HEARST COMMUNICATIONS INC	SEALED PROPOSALS-PD ELEC SIGN	1011	40741	112.33
I FGICI ATIVE	5793	HEARST COMMUNICATIONS INC	WR COMPOST - IEPA NOTICE	1011	40741	213.43
I FGISI ATIVE	5793	HFARST COMMUNICATIONS INC	WR COMPOST - IEPA NOTICE	1011	40741	213.43
I FGISI ATIVE	5793	HEARST COMMUNICATIONS INC	WR COMPOST - IEPA NOTICE	1011	40741	213.43
I FGISI ATIVE	T0000409	MARY ROBERTS	VETERANS DAY CEREMONY SIGNS	1011	40887	234.37
I EGISI ATIVE	T0000409	MARY ROBERTS	BAGPIPER FOR VETERANS DAY	1011	40887	400.00
I EGISI ATIVE	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	1011	40796	430.46
EWI M VENEZI						1,948.50
ADMINISTRATION	9609	AMERICAN LEGAL PUBLISHING CORP	OCTOBER 2025 S-2 EDITING	1012	40792	160.00
ADMINISTRATION	899	MUNICIPAL CLERKS OF ILLINOIS	2026 MCI MEMBERSHIP	1012	40619	65.00
ADMINISTRATION	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	1012	40796	726.17
ADMINISTRATION	4709	WEX BANK	NOVEMBER 2025 - GAS	1012	40521	102.18
FACINCIESTSMINGS						1,053.35
FINDING	6248	ANNA MAAG	MAAG - FALL 2025 TERM 1	1013	40679	1,670.25
FINANCE	4260	CLISCHLOSSER & COMPANY LLC	PAYROLL TAX 9/30/25	1013	40792	850.00
FINANCE	6467	NEPTI INF TECHNOLOGY 2000 INC	MUNI-LINK DEC 2025 BILLING	1013	40729	2,048.20
FINANCE	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	1013	40796	809.19
CINANCETORS				11111111111111111111111111111111111111		5,377.64
ANIMAL CONTROL	6234	RILL & LOFS TOWING	CADET TRUCK REPAIR	1014	40719	514.05
ANIMAI CONTROL	4709	} ≥	NOVEMBER 2025 - GAS	1014	40521	180.07
KNIMA CONTROL						694.12
I FGAI	6447	I ASHLY & BAER. PC	LEGAL SERVICES	1015	40721	4,770.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	445.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	3,980.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	150.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	975.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	4,435.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	2,978.00
LEGAL TOTAL						17,733.00
BUILDING & ZONING	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	1016	40796	537.09
BUILDING & ZONING	4709	WEX BANK	NOVEMBER 2025 - GAS	1016	40521	304.98
BUILDING & ZONING Total						845.U <i>7</i>

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	VENDOR			DEPT	ACCOUNT	AMOUNT
DEBADTMENT	#	VENDOR NAME	DESCRIPTION	CODE	NUMBER	DUE
	100	GRP WEGMAN COMPANY	TRAFFIC SIGNAL E'VILLE RD-9TH	1017	40759	329.91
STREET LIGHTING	100	GRP WEGMAN COMPANY	TRAF SIGNAL WR AVE E'VILLE RD	1017	40759	191.37
SINEEL LIGHTING	2					521.28
OLASEL EGMENACIONES	12/15	CITY OF WOOD RIVER	WATER - CITY HALL	1019	40781	34.24
CITT BALL INGINICIONICE	6271	TANKS PEST CONTROL 11C	CITY HALL - AIR FRESHENERS	1019	40752	24.00
CIT HALL IVIAIN I ENAINCE		IAMAG EST CONTROL				58.24
CTDEET MAINTENANCE	77.49	CLEARY'S SHOFS & BOOTS	MOUSER BOOTS	1021	40594	153.85
STREET MAINTENANCE	5420		FLAT REPAIR	1021	40529	35.00
STREET MAINTENANCE	5420	D&D TIRE SERVICE LLC.	FLAT REPAIR	1021	40529	35.00
STREET MAINTENANCE	2015	GATEWAY BOBCAT, LLC	ELECTRICAL CONNECTOR	1021	40529	468.53
STREET MAINTENANCE	1336	LOWE'S COMPANIES INCORPORATED	CURB/PARKING PAINT	1021	40542	151.92
STREET MAINTENANCE	1336	I OWF'S COMPANIES INCORPORATED	CURB/PARKING PAINT	1021	40542	189.90
STREET MAINTENANCE	5551	MARK STUNKEL TRUCKING INC	TRUCKING - HARRISON	1021	40791	5,760.00
STREET MAINTENANCE	5551	MARK STUNKEL TRUCKING INC	TRUCKING BG	1021	40791	6,054.00
STREET MAINTENANCE	5551	MARK STUNKEI TRUCKING INC	TRUCKING FOR PAVING	1021	40791	5,870.25
STREET MAINTENANCE	5551	MARK STUNKEL TRUCKING INC	TRUCKING FOR PAVING	1021	40791	6,274.50
STREET MAINTENANCE	1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE TANK RENTAL	1021	40544	23.88
CTREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	2017 INTERNATIONAL REPAIRS	1021	40719	722.70
STREET MAINTENANCE	5978	RIISH TRIICK CENTERS OF MISSOURI	2016 INTERNATIONAL REPAIRS	1021	40719	3,676.92
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	2024 LEAF TRUCK HUBCAP	1021	40529	42.90
CTPEET MAINTENANCE	5078	RIISH TRIICK CENTERS OF MISSOURI	FUEL FILTER, OIL FILTER	1021	40529	135.00
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	CLAMPS, GASKETS TRUCK 2	1021	40529	522.80
STREET MAINTENANCE	1553	TRUCK CENTERS INCORPORATED	TUBE, ELBOW TUBE CONNECTOR	1021	40529	2,613.61
STREET MAINTENANCE	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	1021	40796	70.88
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SAW BLADE	1021	40589	49.99
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SUPPLIES	1021	40529	47.88
STREET MAINTENANCE	119	WALTCO TOOLS, INC	PARTS	1021	40544	105.64
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SUPPLIES	1021	40589	39.09
STRFFT MAINTENANCE	119	WALTCO TOOLS, INC	MEASURING WHEEL	1021	40589	66.66
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SOCKET ADAPTER	1021	40589	6.98
STREET MAINTENANCE	119	WALTCO TOOLS, INC	HITCH PINS	1021	40529	30.32
STREET MAINTENANCE	4709	WEX BANK	NOVEMBER 2025 - GAS	1021	40521	2,414.08
STREET MAINTENANCE	84	WOODY'S MUNICIPAL SUPPLY	TAILGATE HINGE	1021	40529	200.31

# CITY OF WOOD RIVER DEPARTMENT SUMMARY REPORT DIENCE MEETING DATE: 12/01/2025

COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORE: 01/01/2025

	מטטטאטע			DEPT /	ACCOUNT	AMOUNT
DEDARTMENT	**************************************	VENDOR NAME	DESCRIPTION		NUMBER	DUE
THE TAXABLE PARTIES AND THE PA						35,795.92
DADVO AND DECDEATION	T0001/132	ANGELICA MERCADO	ROUND HOUSE RENTAL REFUND	1024	20316	225.00
DADYS AND BECREATION	1245	CITY OF WOOD RIVER	WATER - S 14TH ST	1024	40781	8.14
DARKS AND RECREATION	1745	CITY OF WOOD RIVER	WATER - ROUND HOUSE	1024	40781	8.14
PARKS AND BECREATION	1245	CITY OF WOOD RIVER	WATER - 100 WALCOTT	1024	40781	8.14
DARKS AND RECREATION	1245	CITY OF WOOD RIVER	WATER - 6TH ST PARK	1024	40781	46.54
PARKS AND RECREATION	6150	DENNIS MC BRIDE	BREAKFAST WITH SANTA	1024	40303	125.00
PARKS AND RECREATION	699	ILLINOIS DEPARTMENT OF REVENUE	OCTOBER 2025 SALES TAX	1024	40573	100.00
PARKS AND RECREATION	5915	KANE MECHANICAL GROUP, LLC	BACKFLOW TEST ROUND HOUSE	1024	40792	210.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	6TH ST PARK - AIR FRESHENERS	1024	40752	18.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	ROUNDHOUSE - AIR FRESHENERS	1024	40752	12.00
DARKS AND RECREATION	4709	WEX BANK	NOVEMBER 2025 - GAS	1024	40521	191.87
CALLY THE THE PROPERTY HOWEN						952.83
DARK MAINTENANCE	1245	CITY OF WOOD RIVER	WATER - 312 LINTON	1025	40781	21.19
DADY MAINTENANCE	1245	CITY OF WOOD BIVER	WATER - SOCCER PARK	1025	40781	12.22
DARK MAINTENANCE	1336	10WF'S COMPANIES INCORPORATED	NAILS, MACHETE	1025	40589	122.44
DARK MAINTENANCE	119	WAITCO TOOLS, INC	PAINT	1025	40569	66.9
DARK MAINTENANCE	119	WALTCO TOOLS, INC	POLE SAW CHAIN	1025	40529	21.99
DADK MAINTENANCE	119	WAITCO TOOLS, INC	AERATORS BELK SUPPLIES	1025	40529	85.97
PARK MAINTENANCE	119	WALTCO TOOLS, INC	PAINT SUPPLIES	1025	40589	49.31
DARK MAINTENANCE	119	WALTCO TOOLS, INC	PAINT SUPPLIES	1025	40589	28.33
PARK MAINTENANCE	119	WALTCO TOOLS, INC	BOLTS	1025	40549	13.20
PARK MAINTENANCE	119	WALTCO TOOLS, INC	MOWER WHEELS	1025	40529	12.55
PARK MAINTENANCE	119	WALTCO TOOLS, INC	MOWER WHEELS	1025	40529	30.94
PARK MAINTENANCE	119	WALTCO TOOLS, INC	MOWER WHEELS	1025	40529	51.19
PARK MAINTENANCE	119	WALTCO TOOLS, INC	6TH ST POND CHAINSAW CHAIN	1025	40529	29.99
PARK MAINTENANCE	119	WALTCO TOOLS, INC	MOWER PARTS	1025	40529	22.99
PARK MAINTENANCE	119	WALTCO TOOLS, INC	PLIERS	1025	40589	66.6
PARK MAINTENANCE	4709		NOVEMBER 2025 - GAS	1025	40521	418.44
PARK WAINTENANCE TOTAL						937.73
DISASTER PREP	6486	ACOUSTIC TECHNOLOGY INC.	SIREN AMPLIFIER	1026	40599	5,246.58
DISASTER PREP	100	GRP WEGMAN COMPANY	REPLACE PARK ST SIREN CABLES	1026	40599	5,195.00
DISASTER PREPTOTAL				16111		10,441.58

# CITY OF WOOD RIVER DEPARTMENT SUMMARY REPORT COUNCIL MEETING DATE: 12/01/2025

COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORE: 01/01/2025

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	VENDOR		NOITAIN	CODE	NUMBER	DUE
DEPARIMENI	# 7	CITY OF WOOD BIVER	WATER - 550 MADISON	1027	40781	99.49
POLICE	C+77	CITIONINI SINDAT	CREDIT CHECK - NEW EMPLOYEE	1027	40499	20.74
POLICE	100.	I TITILITED	NOVEMBER 2025 - IT SERVICES	1027	40796	4,304.42
POLICE	1712	WAL-MART COMMINITY	DOG TREATS - PARAGE	1027	40599	17.96
POLICE	1713	WAI-MART COMMUNITY	SRO/TRUNK OR TREAT - CANDY	1027	40303	39.85
POLICE	CT /T	WAS BANK	NOVEMBER 2025 - GAS	1027	40521	2,674.16
POLICE	£0/4	WENT AND THE				7,156.62
TOTAL DIGITAL	COC	NAMNED CIRE COLLIDATENT	STATION MAINT SUPPLIES	1028	40549	79.98
rine rin <b>r</b>	2007	CITY OF WOOD RIVER	WATER - 501 E'VILLE RD	1028	40781	99.49
FIRE	1243	DEALERS ELECTRICAL SUPPLY	REPLACE EXTERIOR LIGHTS	1028	40549	714.08
בוסב	2020	MALLORY SAFETY & SLIPPLY LLC	OXYGEN SENSOR MX6	1028	40719	332.79
- 111.E	6066	MALLORY SAFETY & SUPPLY LLC	OXYGEN SENSORS	1028	40719	817.50
1013 1013	6310	MIDWEST PETROLEUM CO	GASOLINE - FIRE DEPT	1028	40521	96.11
1) (1) (1) (1) (1) (1) (1) (1) (1) (1) (	4524	NATE KAMP	IFSI FOOD REIMBURSEMENT	1028	40639	139.00
TINE	3997	OAKI FY SERVICES INC	REPAIR STATION EMERG GENERATER	1028	40792	772.81
100 T	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	1028	40796	898.04
12.7	1713	WAL-MART COMMUNITY	FLASH DRIVES	1028	40519	35.76
1411	119	WAITCO TOOLS, INC	TRAILER LOCK	1028	40529	55.99
TINE L	4709	WEX BANK	NOVEMBER 2025 - GAS	1028	40521	1,230.78
	200				111111111111111111111111111111111111111	5,272.33
THE TABLE	0777	VIENICTE A - II I INDIS	2ND ST FLOWABLE FILL	2100	40554	568.00
IVIF1	4140	CICALION SECTION OF THE PROPERTY OF THE PROPER	WOOD RIVER HARRISON	2100	40560	38,789.25
IVIFI	010	MAHONEY ASPHALT IIC	ASPHALT WR MILAND	2100	40560	50,852.25
NAET	816	MAHONEY ASPHALT, LLC	ASPHALT WR BRUSHY GROVE	2100	40560	42,937.50
MET	816	MAHONEY ASPHALT, LLC	ASPHALT	2100	40560	36,622.50
MET	1099	SHFPPARD MORGAN & SCHWAAB	EDWARDSVILLE ROAD	2100	40725	10,839.34
10101	207					180,608.84
INSTRANCE	6470	ANEW PERSEPCTIVE	COUNSELING SERVICES	2300	40821	50.00
INSLIBANCE	6474		COUNSELING SERVICES	2300	40821	12.50
INSTRANCE	6474	FOILES COUNSELILING PC	COUNSELING SERVICES	2300	40821	50.00
INSTIRANCE	6058	IPBC	DECEMBER 2025 -ADMIN EXPENSE	2300	40840	66.60
INSUBANCE	6058	IPBC	DECEMBER 2025 - LIFE	2300	40844	565.75
INSURANCE	6058	IPBC	DECEMBER 2025 - HEALTH	2300	40845	138,322.68
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# DEPARTMENT SUMMARY REPORT COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORE: 01/01/2025 CITY OF WOOD RIVER

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s.i. u	,	COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORE: 01/01/2025	FE: 12/01/2025 NRE: 01/01/2025			
ā	VENIDOP			DEPT	ACCOUNT	AMOUNT
DEDABTAGENT	# AENDON	VENDOR NAME	DESCRIPTION	CODE	NUMBER	DUE
INCLIDANCE	6058	IPBC	DECEMBER 2025 - DENTAL	2300	40846	5,478.68
TOWN CITY	6058	DBG	DECEMBER 2025 - VISION	2300	40850	491.17
INSURAINCE	0000					145,037.38
INSORANCETORIA	2709	CONSTELLATION NEW ENERGY. INC.	ELEC-LIB 8/26-9/25/25	2500	40783	(70.62)
LIBRANT	60/6					[70 62]
THE PROPERTY TOTAL	2001	I OWE'S COMBANIES INCORPORATED	ICE MACHINE	3000	40599	1,718.97
PUBLIC SERVICES ADMIN	1000	CHEDDARD MORGAN & SCHWAAB	2025 GLENDALE DAM INSPECTION	3000	40725	3,683.00
PUBLIC SERVICES ADMIN	1099	SHFPPARD MORGAN & SCHWAAB	PROPERTY BOUNDARY DATA	3000	40725	620.00
DI IDI IC SERVICES ADMIN	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	3000	40796	284.51
DIBLIC SERVICES ADMIN	5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE	3000	40751	93.98
DITRITO SERVICES ADMIN	4709	WEX BANK	NOVEMBER 2025 - GAS	3000	40521	48.50
FOBEIC SENVICES ADIMIN						6,448.96
TOBLICOERVICES ADIMINITION	טפט	CORE & MAIN I D	HYDRANT OIL	3031	40529	372.60
WATER DISTRIBUTION	2002	DEAPST COMMINICATIONS INC	HYDRANT FLUSHING ADS	3031	40743	153.33
WAIER DISTRIBUTION	5703	HEARST COMMINICATIONS INC.	HYDRANT FLUSHING ADS	3031	40743	153.33
WALER DISTRIBUTION	5703	HEARST COMMINICATIONS INC	HYDRANT FLUSHING ADS	3031	40743	153.34
WATER DISTRIBUTION	27.75	MIDWEST MINICIPAL SUPPLY	PARTS FOR MAIN BREAK REPAIR	3031	40531	454.01
WALER DISTRIBUTION	275	PACE ANALYTICAL SERVICES, LIC	PFAS TESTING	3031	40779	790.00
WATER DISTRIBUTION	1087	SCHILLTE SLIPPLY INCORPORATED	METER BOX RISERS	3031	40581	360.00
WALEN DISTRIBUTION	1001	SCHILLE SUIDDIV INCORPORATED	FLAGS	3031	40531	269.00
WATER DISTRIBUTION	1004	SHEPPARD MORGAN & SCHWAAB	E'VILLE RD WA'TERLINE	3031	40916	2,546.00
WATER DISTRIBITION	1099	SHFPPARD MORGAN & SCHWAAB	E'VILLE RD WATERLINE	3031	40916	1,390.00
WATER DISTRIBITION	3506	TEKLAB INCORPORATED	WATER ANALYSIS	3031	40779	674.75
WATER DISTRIBUTION	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	3031	40796	70.88
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	ROLLER COVER	3031	40531	4.58
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	STEEL WOOL	3031	40531	4.99
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	PVC CUTTER	3031	40589	14.99
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	FLASHLIGHT	3031	40589	16.99
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	CLAMPS	3031	40531	6.96
WATER DISTRIBUTION	4709	WEX BANK	NOVEMBER 2025 - GAS	3031	40521	825.66
WATER DISTRIBUTION TOTAL						8,251.41
WATER PLANT	5829	ALLRISE ELEVATOR CO., INC.	QTRLY ELEVATOR MAINT	3032	40792	1,2/5.00
WATER PLANT	100	GRP WEGMAN COMPANY	CHLORINE BUILDING RECEPTACLES	3032	40719	5,887.07

# DEPARTMENT SUMMARY REPORT COUNCIL MEETING DATE: 12/01/2025 CITY OF WOOD RIVER

	INVOICES DUE ON/BEFORE: 01/01/2025
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F-44-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-	VENDOR #	VENDOPNAME	DESCRIPTION	CODE	NUMBER	DUE
WATER INEIN	71.22	HVDRO KINETICS	BACK UP FEEDER MOTOR	3032	40529	675.00
WAIER PLAIN!	4144	DIASA MOTOR FIJES	GENERATOR FUEL-PLANNED OUTAGE	3032	40521	807.63
WAIER FLAIN	2100	S I ELECTRO CYCTEMS INC	CONTROL FOR SCADA	3032	40796	582.00
WATER PLAIN!	7557	TITAN INDISTRIAL CHEMICALS LIC	CLEANING SUPPLIES	3032	40531	1,169.78
WATER FLAIN	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	3032	40796	70.88
WAIEN FENT	TOS B	WATER SOLITIONS UNLIMITED	POLYPHOSPHATE	3032	40556	6,480.00
WATER FLANT	66		FREIGHT	3032	40798	65.00
WATER PLANT	66	WATER SOLUTIONS UNLIMITED	POTASSIUM PERMANGANATE	3032	40557	3,769.87
WATER PLANT	66	WATER SOLUTIONS UNLIMITED	FLUOROSILICIC ACID 23%	3032	40558	719.80
WATER PLANT	66		ALUMINUM SULFATE	3032	40568	1,848.00
WATER DIANT	4709	WEX BANK	NOVEMBER 2025 - GAS	3032	40521	50.24
TOTAL PROBLEMS AND	ì					23,400.27
SNOLL SUCILIES OF STATE OF STA	6066	MALLORY SAFETY & SUPPLY LLC	OXYGEN SENSORS	4041	40589	817.50
SEWEN COLLECTIONS	1084	SCHIII TE SUPPLY INCORPORATED	CULVERT & LUBRICANT	4041	40531	335.95
SEWEN COLLECTIONS	1104	SIEVERS EOLIIPMENT COMPANY	MOWER REPAIR	4041	40719	192.10
SEWER COLLECTIONS	1713	WAI -MART COMMUNITY	BATTERIES	4041	40531	61.10
SEWEN COLLECTIONS	1713	WAI -MART COMMUNITY	BATTERIES, TAPE	4041	40531	42.90
SEWEN COLLECTIONS	110	WALTO TOOLS INC	SPRAY FOAM, TAPE, GLUE	4041	40531	48.95
SEWEN COLLECTIONS	110	WALTO TOOLS, INC	TAPE, ROPE, STRAPS, GLOVES	4041	40531	61.94
SEWEN COLLECTIONS	110	WALTCO TOOLS, INC	EAR PLUGS	4041	40531	29.99
SEWEN COLLECTIONS	110	WAITCO TOOLS, INC	SCRAPER	4041	40589	66.9
SEWEN COLLECTIONS	110	WAITCO TOOLS, INC	TAPE, MARKER	4041	40531	7.38
SEWEN COLLECTIONS	4709	WEX BANK	NOVEMBER 2025 - GAS	4041	40521	446.39
SERVICE TO SECTION SET OF SECTION SEC						2,051,19
SEWER DI ANT	5709	CONSTELLATION NEW ENERGY, INC	ELEC-559 ST AID 8/26-9/25/25	4042	40783	7,094.57
SEWER DI ANT	1099	SHEPPARD MORGAN & SCHWAAB	2026 NPDES PERMIT RENEWAL	4042	40792	3,082.68
SEWER PLANT	1004	VEOLIA WATER NORTH AMERICA	FLUME STAIRS	4042	40913	16,891.32
SEWER PLANT	1004	VEOLIA WATER NORTH AMERICA	SLUDGE PUMP REDUCER	4042	40939	5,707.23
SFWFR PLANT	1004	VEOLIA WATER NORTH AMERICA	SLUDGE PUMP EXPANSION	4042	40939	10,106.70
CETATE DIANT TOTAL						42,882.50
THE TANK THE PERSON OF THE PER	5406	REPUBLIC SERVICES #350	NOV 2025 - CITY PICK-UP	4949	40791	65,911.88
SUBER	5406	REPUBLIC SERVICES #350	NOV 2025 - COMPOST	4949	40778	1,923.46
RFELISE	1099	SHEPPARD MORGAN & SCHWAAB	IEPA PERMIT APP-COMPOST	4949	40775	8,067.16
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# COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORÉ: 01/01/2025 DEPARTMENT SUMMARY REPORT CITY OF WOOD RIVER

		DEPARTMENT SUMMARY REPORT	ARY REPORT TE: 12/01/2025			
31			RE: 01/01/2025			
*	VENDOR			DEPT	ACCOUNT	AMOUNT
DEPARTMENT	#	VENDOR NAME	DESCRIPTION	CODE	NUMBER	DUE
PERISE INTE						75,902.50
COLENAINTENIANOE	4731	CLOVERLEAF	DEC 2025 - GC MAINTENANCE	5051	40792	26,010.00
COURT IN THE PROPERTY OF THE P	10.2					26,010.00
	יואכי	OTY OF MOON BIVER	WATER - CLUB HOUSE	5052	40781	21.19
GOLF CLUBHOUSE	1245	CITY OF WOOD BIVER	WATER - N. PAVILION	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	WATER - BELK MAINT	5052	40781	46.54
GOLF CLUBHOLISE	1245	CITY OF WOOD RIVER	WATER - N. BATHROOM	5052	40781	12.22
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	WATER - BELK PARK BATHROOMS	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	WATER - S. BATHROOMS	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	WATER - BELK PARK OASIS	5052	40781	8.14
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	WATER - DRINKING FOUNTAIN	5052	40781	6.50
GOLFCLIBHOLISE	5709	CONSTELLATION NEW ENERGY, INC	ELEC-BELK 9/18-10/19/25	5052	40783	351.52
GOLF CLIBHOLISE	699	ILLINOIS DEPARTIMENT OF REVENUE	OCTOBER 2025 SALES TAX	5052	40573	1,854.00
GOLF CLIRHOLISE	5713	MEDEORD OIL COMPANY	FUEL FOR CARTS	5052	40521	794.31
COLE CLUBHOLISE	5406	REPLIEUC SERVICES #350	BELK PARK DUMPSTER	5052	40792	76.28
TOO HOO HOO						3,190,20
	F073	CONNEWALD DISTRIBITING CO	ALCOHOL - GOLF COURSE	5053	40574	445.30
GOLF CONCESSIONS	5/87	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	54.00
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	98.95
GOLF CONCESSIONS	699	IIIINOIS DEPARTMENT OF REVENUE	OCTOBER 2025 SALES TAX	5053	40573	867.00
GOLF CONCESSIONS	1457	KOERNER DISTRIBUTOR INC	ALCOHOL - GOLF COURSE	5053		335.80
GOLF CONCESSIONS	5540	REIS SERVICES INC	HOT DOGS AND BRATS	5053	_	420.00
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	5053	40574	139.15
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	5053		148.50
GOLF CONCESSIONS	5837	RPKG HOLDINGS, LLC	MEAT STICKS FOR RESALE	5053	_	2/6.00
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053		251.14
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CLEANER, CUPS, BAGS, TOWELS	5053		153.71
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	CONCESSIONS	5053	40571	11.44
GOLF CONCESSIONS	1713	WAL-MART COMMUNITY	WINDOW CLEANER, VINEGAR	5053	40572	11.36
GOI F CONCESSIONS TOTAL						3,212.35
TF#3	6482	IRON HORSE HOLDINGS	IRON HORSE 82 E. FERGUSON	8100	40923	16,250.00
E40 E283 II						16,250,00
QD	1250	COMMUNITY TITLE & ESCROW	876 STATE ST	8700	40919	330.60
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# CITY OF WOOD RIVER DEPARTMENT SUMMARY REPORT COUNCIL MEETING DATE: 12/01/2025 INVOICES DUE ON/BEFORE: 01/01/2025

	VENIDOP			DEPT	ACCOUNT	AMOUNT
DEDABTRAENT	# 5	VENDOR NAME	DESCRIPTION	CODE	NUMBER	DUE
	4069	MADISON COUNTY TREASURER	545 10TH ST RE TAXES	8700	40919	896.17
	5551	MARK STUNKEL TRUCKING INC	ASPHALT DOG PARK	8700	40792	1,920.00
	5970	SERENITY TITLE & ESCROW	1ST TIME HOMEBUYER	8700	40850	5,000.00
	5817	THE SPYGLASS GROUP LLC	VOICE/DATA COST REDUCTION	8700	40792	140.28
	5817	THE SPYGLASS GROUP LLC	MOBILITY COST REDUCTION	8700	40792	1,556.16
						9,843.21
NITE CALECTAN	6172	BELLEVILLE FENCE CO	REC CENTER FENCING	8900	40916	31,634.00
NHB SALES TAX	6483	PRINT MEDIA CORPORATION	REC CENTER SIGNAGE ELECTRICAL	0068	40916	3,700.00
NIED SALES TAX	2879	PRINT MEDIA CORPORATION	REC CENTER SIGNAGE	8900	40916	27,923.57
NHD SALES LAX	300	SHEDDARD MORGAN & SCHWAAB	WOOD RIVER AVE SEWER SEP	0068	40904	34,860.00
NITO SALES LAN	1090	SHEPPARD MORGAN & SCHWAAB	TYLER TIMMINS DRIVE	8900	40906	200.00
I STAN STAN	2					98,317.57
PECPEATION CENTER	6398	BRIAN KICHLINE	PAYROLL 10/20/25-11/15/25	0006	40313	175.00
RECREATION CENTER	1245	CITY OF WOOD RIVER	WATER - REC CENTER	0006	40781	282.19
RECREATION CENTER	5709	CONSTELLATION NEW ENERGY, INC	ELEC-REC CENTER 9/27-10/28/25	9000	40783	2,540.87
RECREATION CENTER	699	ILLINOIS DEPARTMENT OF REVENUE	OCTOBER 2025 SALES TAX	9000	40573	121.00
RECREATION CENTER	1087	SCHWARTZKOPF PRINTING INC	CLINIC SHIRTS	9000	40305	66.00
RECREATION CENTER	6477	STEPHEN ERSLON	PAYROLL 10/20/25-11/15/25	9000	40313	100.00
RECREATION CENTER	6341	TANKS PEST CONTROL, LLC	REC CENTER - AIR FRESHENERS	9000	40752	66.00
RECREATION CENTER	981	UTILITRA	NOVEMBER 2025 - IT SERVICES	9000	40796	679.92
DECDEATION CENTER	1713	WAI-MART COMMUNITY	CONCESSIONS	0006	40304	123.82
TOTAL STREET	3					4,154.80
KICKEKI ION CENTEN TO BE						734 285 77
Grand Total						

ORDINANCE NO.

(5)

AN ORDINANCE AMENDING THE CITY CODE 90-7, TITLE XI: BUSINESS REGULATIONS, CHAPTER 112: ALCOHOLIC BEVERAGES, SECTION 112.25 LIMIT ON NUMBER OF LICENSES

WHEREAS, the City Council of the City of Wood River desires to amend ordinance, Section 112.25 regarding Alcoholic Beverages as part of Title XI, Chapter 112 of the Municipal Code of the City of Wood River, namely Limit on Number of Licenses; and

WHEREAS, the City Council of the City of Wood River has determined that it becomes necessary to amend ordinances from time to time.

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

Section 1. That Chapter 112: Alcoholic Beverages be amended as follows:

112.25 LIMIT ON NUMBER OF LICENSES.

The City of Wood River is divided into two liquor license districts. The districts are described as follows: District 1 shall be an area bounded by Lorena Avenue on the north, Second Street on the east, Madison on the south and Old St. Road on the west. District 2 shall be all other areas of the City of Wood River not included in District 1.

- (G) The number of restaurant/bar licenses in District 1 shall be limited to one (1)-two(2). The number of restaurant/bar licenses in District 2 shall be five (5). (Am. Ord. 23-4, passed 2-21-23, Am. Ord. 23-20, passed)
- Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3. That in all other respects Ordinance 90-7, the City Code, shall remain in full force and effect.

<u>Section 4.</u> This ordinance shall be in full force and effect following its passage and publication in accordance with law.

PASSED and APPROVED this 1st day of December 2025.

	MAYOR OF THE CITY OF WOOD RIVER, IL
ATTEST:	

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

### ORDINANCE NO.

# ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROJECT IN THE TIF NUMBER THREE PROJECT AREA WITH C&N LICENSING AND TITLE 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 C&N Licensing and Title ("Developer"), has presented to City a proposal for a redevelopment project in part of the TIF District #3 project area, specifically:

Address: 242 E. Ferguson Ave. 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 Costs: \$5,335.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$2,667.50, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$2,667.50, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in a one time, lump-sum 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.

(See Exhibit A)

NOES:

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 1<sup>st</sup> day of December 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

being taken by	ayes and noes,	and entered	upon the	legislative reco	rds, as follows:
AYES:					

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 C&N LICENSING AND TITLE AND CITY OF WOOD RIVER, FOR 242 E. FERGUSON AVE., WOOD RIVER, ILLINOIS

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

### PREAMBLE

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

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

# WHEREAS, Developer owns:

Address: 242 E. Ferguson Ave., Wood River, Illinois 62095

(hereinafter "Property"); and

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

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

Total Requested: \$4,534.75

(See Exhibit A); and

WHEREAS, Developer estimates the total costs to develop the Property will be \$5,335.00, and requests \$4,534.75 in TIF incentives (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, 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; 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 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 completed 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: \$5,335.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$2,667.50, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, eligible for reimbursement under the Act.
- c. The \$2,667.50, or 50% of the Redevelopment Project Costs incurred, whichever amount is less, shall be paid (all payments are estimated based on TIF eligible costs) in a one time, lump-sum 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, employeesor contractors. According to Illinois law, City has statutory tort immunity.

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

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

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid

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

# Section 8. Termination of Agreement.

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

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

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

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

requested, with postage prepaid, addressed as follows:			
To the Developer:	To the City:		
C&N Licensing and Title Attn: Naomi Evans 242 E. Ferguson Ave. Wood River, IL 62095	City of Wood River Attention: City Manager 111 North Wood River Ave Wood River, IL 62095		
CITY OF WOOD RIVER, ILLINOIS:			
Mayor	-		
C&N Licensing and Title			
Representative			

Т	iF Assistance Applica		
Address of Proposed Project	242 E Fergus	on Ave	
Applicant Information	0		
Applicant Name <u>CENI</u>	icensingand	Title Phone	618-216-2810
Applicant Address <u>a4aE</u>	Ferguson Ave	Email	
City, State, Zip	RIVER JL	DO15	
Contact Person/Title	Evans	······································	
Project Costs:			
ty	pe of Cost	Projected Cost	
Architectural & Engine	ering Fees		
Legal & Other Profess	ional Fees		
Cost of Mark	eting Sites		
Purc	hase Land		
Purchase of Exist	ng Facility		
Demo	lition Cost		
Site Impi	ovements		:
Rehab, Remodel of Existi	ng Buiding	335	
Construction of New I	Building(s)		
Other (Pleas	se Specify)		
Total Project Cost	\$	5,335	
Assistance Requested	\$	85% of 1	projected cost
Current Fair Market Value	\$	65,000	
Expected Fair Market Value After Completion of Proposed Project	\$	75.000	
Are You the Curent Owner of the Property	? YES	NO ) (	If yes, skip to #1)
Are You the Current Tenant of the Proper			ovide owner information below)
Are you a Prospective Buyer?			ovide owner information below)
Current Propery Owner Information			
Owner's Name Cody P	<u>iestige Investmunt</u>	Phone $\frac{6}{9}$	0.916-9810
Owner's Address 1805 14th	St Madison IL.		

# City of Wood River TIF Assistance Application

Adding a Rathmento waiting room	will enhance the nuctomer
Experience by mapping connections	
2 Identify the proposed tenant (If applicable).	o operate out of this address.
Some of our services include lice	use congisal vehicle constitution fall
3 Discuss how the proposed project will eliminate or mitig.  A bothway will help better sen	ate blighting conditions in the area.
the property value.	
4 Describe the specific economic benefits of this property ONCO PMSE 2 of the project is compositely increase	to the City of Wood River. lete the building will have actiadd to one & perpenty value.
5 Provide narrative explaining why the project is not feasib assistance:	le and could not be carried out without TIF funding
Given the constraints tyical not presently have the finds without external support.	of a small his iness, we do bo put towards this removation
Masni Elaus	10131/25
Applicant Signature	Date

# STONE Plumbing BID Stone Plumbing, LLC 618-381-8143

115 E. 1ST Roxana, IL

Mike & Tim Stone License# 055-045059		DATE ORDERED	ORDER TAKEN BY
C+N Licensing + Title	Services	PHONE NO.	CUSTOMER ORDER #
242 E. Ferguson	AVe	JOB LOCATION	
Wood River, IL 620	95	JOB PHONE	STARTING DATE
618-216-2810	(Naomi)	TERMS	

1	( DIO SID SOLO (MONILY)		<u>, ,</u>	
	OTY. MATERIAL UNIT AMOUNT		TION OF WORK	
,	X WE WILL SUPPLY Toiler of Wall Mounted Va		1I St729	1(1410'C)
	All Pipes & Fitting's necessary to complete	J06.	toiler Vu	inry
Y.	* We will Break up hecessary Concreted	- Replace	Flooring.	Parnt
3	IT. In Order to Run Drain & water For F)		PiPe +	Concrete
ב	* We will Run a vent stack out The ROOF	For Bath Room	trim	Drywall
うう	+ Outside contractor will Flush Roof Pener	ration.	Flashing	
.) 				
כ	* Any Drywall that we open up we will	MISCELL	ANEOUS CHARGES	
<u>ا</u>	REPORT IT & Paint It on Finish.	Bid	DOSE NO	)T
P		Include A	ny Elea	ne
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えし			Exhausr	Fay,
<u> </u>	* We Will FASTALL LVP Flooling + Roller 11	in	71,A	
	in Bathroom	TOTAL	MISCELLANEOUS	
		LABOR	HRS. RATE	AMOUNT
	Pacts: \$1,715			
	Labor: \$3,350			
	T+L =\$5,065,00			
	+ Water Heater A 2 70,00		<u> </u>	
	TTLWWH = \$5,335,00 TOTAL MANSHALS		TOTAL LABOR	
	WORK ORDERED		TOTAL LABOR	
	DATE ORDERED		TOTAL MATERIALS	
	DATE COMPLETED		. MISCELLANEOUS	
		101/4		
	CUSTOMER APPROVAL SIGNATURE		SUBTOTAL.	
	THE CHAPTE OIDTH STILL		TAX	
	AUTHORIZEO SIGNATURE		GRAND TOTAL	5.370
	A-2817-3817 / T-3866 10-11			



ORD)	INAN(	CE NO	Э.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF WOOD RIVER, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL TO AMEND THE COLLECTIVE BARGAINING AGREEMENT TO CLARIFY LANGUAGE REGARDING CALL OUT AND OVERTIME ELIGIBILITY OF THE MAJOR CRIME TEAM

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

WHEREAS, the City and the Illinois Fraternal Order of Police Labor Council (the "Police Union") operate pursuant to a Collective Bargaining Agreement ("CBA") that governs the terms and conditions of certain employees' employment (See CBA, attached hereto as Exhibit A); and

WHEREAS, the CBA outlines how personnel within the Police Department are selected for activation to the Police Department's Major Crime Team ("MCT"); and

WHEREAS, the Police Union desires to clarify the language within the CBA regarding eligibility for call out and overtime for the MCT; and

WHEREAS, City and the Police Union wish to commemorate their mutual understanding of the clarified language within the CBA without making extensive changes to the body of the CBA by entering into a Memorandum of Understanding ("MOU," attached hereto as Exhibit B); and

WHEREAS, under the terms of the MOU, the CBA shall be amended to incorporate the MOU such that disputes arising out of the MOU shall be resolved through the grievance procedures outlined in the CBA (See Exhibits A and B); and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to enter into the MOU with the Police Union as stated herein (See Exhibit B); and

WHEREAS, City has determined the City Manager and/or Mayor shall be authorized and directed to execute any documents necessary to formalize this MOU with the Police Union (Exhibit B).

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 MOU with the I regarding call out and overtime eligibility	Police Union for the amended language within the CBA of the MCT ( <b>Exhibit B</b> ) is approved.
Section 3. The City Manager MOU (Exhibit B) and execute the Agreem	and/or Mayor is authorized and directed to enter the nent on behalf of the City.
	shall be known as Ordinance No and shall be in assage, approval, and publication in pamphlet form as
Passed by the City Council of the deposited and filed in the Office of the City taken by ayes and noes, and entered upon the city taken by ayes and noes, and an ayes are also and ayes are also ayes ayes and ayes are also ayes and ayes are also ayes ayes and ayes ayes ayes and ayes ayes ayes ayes ayes ayes ayes ayes	City of Highland, Illinois, approved by the Mayor, and Clerk, on the 1 <sup>st</sup> day of December 2025, the vote being 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	

# MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING entered on this \_\_\_\_day of \_\_\_\_\_\_, 2025 by and between the City of Wood River, Illinois ("the Employer") and the Illinois Fraternal Order of Police Labor Council ("the Union") or collectively ("Parties") is as follows:

WHEREAS, the Union desires clarification language as to call out and overtime eligibility for the Major Crime Team; and

WHEREAS, the parties wish to commemorate those understandings without making extensive changes to the body of their existing collective bargaining agreement.

## THEREFORE, the parties agree:

- 1) <u>Contract to be Amended:</u> This Memorandum of Understanding shall amend the parties' current collective bargaining agreement and shall be considered a part thereof. Disputes from this Memorandum of Understanding shall be resolved through the grievance procedure of the collective bargaining agreement.
- 2) <u>Amendment</u>: The parties' collective bargaining agreement shall be amended in the following manner;
- A) The following shall be added to the end of Article XXIII Major Crime Team:

The personnel activated to a Major Crime Team ("MCT") event will be determined by the MCT commander on a case by case basis. Due to the time sensitive nature of the activation of the MCT, the selection and contact attempts of members to respond may be made due to known availability. For purposes of this Article, an officer with seniority may be bypassed due to the following variables:

- their lack of availability
- their failure to answer upon initial contact attempts
- or if a less senior officer may have sufficient or additional knowledge or experience which may offer additional contributions and be more beneficial to that specific investigation.

If additional manpower is needed outside of those assigned to the MCT, normal seniority rules shall apply.

Every effort will be made to adjust the schedule of personnel assigned and activated to the MCT. The commander of the MCT will ensure any personnel activated to the MCT does not violate the staffing requirements set forth in Article XXII of this Collective Bargaining Agreement.

# If and when necessary, officers not assigned to the MCT may be forced to work if an officer scheduled to work a patrol shift is activated to the MCT.

Any additional hours worked while assigned to the MCT will be paid at the standard overtime rate in accordance to the Collective Bargaining Agreement.

3) Any sections of the current Collective Bargaining Agreement, that are not specified above, will remain the same.

FOR THE EMPLOYER (CITY OF WOOD RIVER, ILLINOIS)		FOR THE UNION (FOP COUNCIL)	LABOR	
Signature	Date	Signature	Date	
Signature	Date	Signature	Date	
Signature	Date	Signature	Date	
Signature	Date	IL FOP Labor Council	Date	



## RESOLUTION NO.

# RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN OPERTAIONS AGREEMENT WITH ROYAL OAK RECYCLING FOR A FACILITY LOCATED AT 100 ENVIRO WAY WOOD RIVER, ILLINOIS 62095

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, Royal Oak Recycling ("ROR") desires to operate its facility located at 100 Enviro Way Wood River, Illinois 62095 pursuant to City regulation ("Project"); and

WHEREAS, ROR has submitted an Operations Agreement for the Project, which includes terms and conditions regarding inspections, trainings, property lines, notification for failure/adding new materials, facility management, fines and attorney's fees, and modifications. (see "ROR Proposal," attached hereto as Exhibit A); and

WHEREAS, City finds that the terms of the ROR Proposal (see Exhibit A) are fair and reasonable, and City has determined the ROR Proposal should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the ROR Proposal (see Exhibit A); and

**WHEREAS**, City finds that the City Manager and/or Mayor and/or their designee should be authorized and directed, on behalf of City, to execute and date the ROR Proposal and any other documents necessary to give it effect (see Exhibit A).

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

- Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Wood River, Illinois.
  - Section 2. The ROR Proposal (Exhibit A) is approved.
- Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City, to execute and date the ROR Proposal and any other documents necessary to give it effect (see Exhibit A).
- Section 4. This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the Cin the Office of the City Clerk, on the 1 <sup>st</sup> da and noes, and entered upon the legislative re	City of Wood River, Illinois, and deposited and filed y of December 2025, the vote being taken by ayes ecords, 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

# OPERATIONS AGREEMENT-CITY OF WOOD RIVER AND ROYAL OAK RECYCLING-DRAFT 11.6.25

The following is an agreement between City of Wood River ("City") and Royal Oak Recycling ("ROR") regarding operations at its facility located at 100 Enviro Way, Wood River, IL 62095 to establish the terms and conditions under which ROR agrees to operate its facility in the City of Wood River ("Agreement"). City and ROR agree as follows:

# 1. INSPECTIONS:

- (a) <u>Inspections with the City Fire Department and City Building and Zoning Department</u>
  - (1) ROR must maintain compliance with Wood River City ordinances and codes and will ensure building and property meet or exceed all adopted ordinances and codes for the City of Wood River; and
  - (2) ROR consents to inspections by City's Building and Zoning Department and Fire Department to inspect the property and facility at all reasonable times (*i.e.*, during ROR's business hours, which are from 7:00 a.m. to 5:00 p.m. Monday through Fridays or when there is ROR staff on site) or with reasonable notice to ensure compliance with the City's fire, building, and zoning codes.
  - (3) Notwithstanding anything to the contrary, ROR will be allowed reasonable time to repair or remedy non-compliant conditions so long as such conditions do not cause immediately hazardous or dangerous conditions to life or safety.
  - (4) IN THE 90 DAYS FOLLOWING EXECUTION OF AGREEMENT-
    - -Weekly inspections/meetings scheduled with ROR Health and Safety Management at ROR's expense for forty-five (45) days; followed by,
    - -Bi-weekly (every two weeks) inspections/meetings scheduled with ROR Health and Safety Management, for forty-five (45) days (together with the above weekly inspections, the "Initial 90-day Inspections").

The ROR Health and Safety Management will consists of a group of individuals including Mark Sipin, Dave Santana, and employees of equivalent positions at ROR.

# (5) AFTER INITIAL 90 DAYS-

-Further inspections after the 90 days, will be contemplated, and if reasonably deemed necessary, agreed to amongst the parties of this Agreement after this initial 90 day period.

-It is understood that both scheduled inspections as well as spot inspections will be completed during this time, as well as in the future, to ensure ROR is compliant with all Ordinances and Codes enforceable by the City.

# (b) Inspections with the Office of the State Fire Marshal (OSFM):

(1) ROR must maintain code compliance with OSFM. In particular, ROR must maintain a climate-controlled environment at the Wood River facility, sufficient to allow for proper function of installed fire suppression systems, to include heaters being inspected per manufacturer recommendations. ROR must pass all required inspections of its fire suppression system. Notwithstanding anything to the contrary, ROR will be provided reasonable time to repair or remedy non-compliant conditions so long as such conditions do not cause immediately hazardous or dangerous conditions to life or safety.

# 2. TRAININGS:

- (a) Current ROR staff will attend fire prevention training and safety class (presented 3<sup>rd</sup> party provider of OSHA/compliance training approved by WRFD Chief) ("Training and Safety Class"), at ROR's expense, to include fire extinguisher use and other fire prevention and fire-related safety topics. ROR is responsible to ensure all employees have attended the Training and Safety Class and maintain verification documents on site for inspection. Neither this Agreement, nor WRFD, will require presentation of the Training and Safety Class more than twice per year, and ROR will not be required to pay for such Training and Safety Class more than twice per year. Notwithstanding anything to the contrary herein, individuals beginning employment at this facility after any Training and Safety Class was held, or who can show good cause for not attending a previous Training and Safety Class (e.g. illness, death in the family, religious holiday, etc.), will be granted a grace period until the next such class is presented.
- (b) In addition to ROR's current health and safety programs, the General Manager, Health and Safety Management, and floor supervisors, will be required to attend a minimum of 3 OSHA classes/courses annually and at least one ROR employee employed at WR facility will be certified with an OSHA 30 within one year of the execution of this Agreement at ROR's expense.
- **ROR PROPERTY LINE**: This section of the Operations Agreement is regarding the perimeter of ROR's property:
  - (a) ROR agrees to return stakes that have been removed in order to re-establish the property lines;

- (b) ROR agrees to remove any portion of the rock pad area located outside ROR property and on City property as depicted on a survey and seed with grass and maintain at ROR's expense;
- (c) ROR agrees to install a chain link fence, height of 6 feet, around the perimeter of the property on the north and west of the facility pursuant to Wood River Zoning Code Section 4-13 (regarding Wood River Business Park, which includes ROR's facility). The City to provide a permit for the construction of such fence;

# 4. NOTIFICATION RE: BAILER FAILURE/ADDING NEW MATERIALS:

- (a) City must be notified within 12 hours of bailer failure. Such notification will be given both to the Chief of the Wood River Fire Department and the Chief of the Building and Zoning Department by contacting both the Wood River Fire Department at 618.259.0984 via email at firechief@woodriverfire.org and the Wood River Building and Zoning Department at 618.251.3113 and via email at cellis@cityofwoodriver.com. An estimated timeline for repair will be provided, as well as product intake be slowed or stopped as necessary to prevent exterior and interior excessive storage;
- (b) ROR will cooperate with City if a new material is being considered for processing at the Wood River facility so as to ensure product information is obtained to confirm fire suppression system compliance as well as to update business license. City approval of new material for processing will be required prior to intake and storage of such materials for processing. ROR will cooperate with both the Chief of the Wood River Fire Department and the Chief of the Building and Zoning Department to obtain such City approval for any new materials for processing. Currently approved materials for processing are as follows:
  - (1) Paper and cardboard-NFPA Classification, Class III or IV
  - (2) Plastic Film (Low Density Polyethylene)-NFPA Classification: nonexpanded, Group A plastic
  - (3) Empty plastic pill bottles (PET Resin)-NFPA Classification: Class IV
  - (4) Plastic Clothes Hangers (PP 648M NAT-type of polypropylene)-NFPA Classification-Nonexpanded, Group A plastics.
- (d) ROR will maintain the following storage limitations for the current sprinkler system design as determined by B&F Code Services Sprinkler Case Study No. 2A, dated September 25, 2024:
  - (1) Paper and cardboard products and the empty bill bottles should be stored to a maximum height of ten feet (10');

- (2) Plastic products (plastic film and clothe hangers) should be stored to a maximum height of five feet (5');
- (3) If the paper and plastic products are mixed in a bale, they should be stored to a maximum height of five feet (5')
- (e) ROR agrees that loose piles of materials, as opposed to bailed materials, also will be stored pursuant to the aforestated height restrictions.

# 5. FACILITY MANAGEMENT-INSIDE AND OUTSIDE

- (a) INSIDE FACILITY: ROR agrees to establish and maintain emergency egress corridors per code in all areas of the building, to be unobstructed at all times. Signage throughout the inside of the facility will mark designated corridors as well as direct occupants when travel distance exceeds the potential of 75 feet. This will include both the required signage and emergency lighting in the event of a power failure;
- (b) OUTSIDE FACILITY: ROR will maintain clear unobstructed access to the building via Fire Lanes on three sides (east, south and west), with the width of the Fire Lane 20-22 feet, to accommodate both pumping and aerial apparatus as needed (no outside storage). The WRFD Fire Chief shall visit the property to mark where the City desires the fire lanes to be;
- (c) OUTSIDE FACILITY: ROR will maintain clear unobstructed access to the buildings for WRFD access as well clear unobstructed egress of occupants, and ensure no trailers, trucks, dumpsters, etc. are parked against the buildings;
- (d) OUTSIDE FACILITY: ROR will ensure all trailers that are not being processed by ROR for unloading and offloading are empty of any stored materials, or other potential materials. ROR will clearly designate the areas of the property where trailers that are being processed for unloading and offloading are to be parked, which must be free from any potential exposures or hazards. ROR agrees to not park any trailers that are being processed for unloading and offloading on the grass on the southwestern corner of the property, between ROR's facility and Koch Nitrogen's facility. ROR will exercise reasonable commercial efforts to process any onsite trailers for unloading and offloading in the designated areas in a timely manner, but no more than seven (7) consecutive days to process onsite trailers, and ROR will seek to either slow or stop product intake as necessary to limit the number of trailers being processed for unloading and offloading at any given time;

- (e) OUTSIDE FACILITY: ROR will ensure no stacking or storage of pallets, construction materials, waste, maintenance items, etc. are stored outside the facility (no outside storage);
- (f) OUTSIDE FACILITY: ROR will install additional security cameras to be throughout the outside perimeter of the ROR property with access to said footage by WRFD and WRPD, as needed;
- (g) OUTSIDE FACILITY: ROR will maintain refuse containers (dumpsters) to be closed at all times;
- (h) OUTSIDE FACILITY: As an accommodation and not an admissible of responsibility, ROR will inspect its property, as well as the Enviro Way right-of-way between the property and Route #143 regularly, and no less than once per day while the facility is in operation, and will remove any observed garbage, refuse, or debris from the property and right-of-way garbage, refuse or debris;
- (e) OUTSIDE FACILITY: Any vehicles or other property, owned or operated by ROR or ROR employees, will not be parked on City property and will be parked in orderly fashion, on designated areas on ROR property;

# 6. <u>FINES AND ATTORNEY'S FEES</u>

- (a) ROR currently has twelve (12) Ordinance Violations (OVs) for failure to operate with requisite City Business License, each of which carries a fine of a minimum of \$50 and a maximum of \$200;
- (b) ROR currently has fourteen (14) OVs for Accumulation of Garbage or Debris on Premises, each of which carries a fine of a minimum of \$50 and a maximum of \$500;
- (c) ROR shall pay total fines and costs of \$8,000.00 to the City for a dismissal with prejudice of all of the aforementioned OVs.;
- (d) ROR shall pay the City for Attorney's Fees incurred regarding the legal work attending to the noncompliance of this facility in the amount of \$6,189.00.;
- (e) ROR shall pay for the City's time and expenses to be incurred for the Initial 90-day Inspections pursuant to Section 1(a) above, in the amount of \$12,000.00.
- (f) Based on the foregoing payment obligations, ROR tender to the City the aggregate \$26,189 ("Payment") via wire or delivery or check before or upon execution of this Agreement. The City shall provide wiring instructions

and/or sufficient information to ROR for the drafting and delivery of a check. Failure of the City to provide such instructions will relieve ROR of its obligation to tender the Payment required in this Section 6 until such instructions have been tendered. Once the instructions are tendered by the City to ROR, ROR will have seven (7) days to tender the Payment required under this Section 6. Within seven (7) days of receipt of the Payment, the City will dismiss with prejudice all of the aforementioned OVs, including those currently in the Circuit Court of the Third Judicial Circuity in Madison County, Illinois. Within seven (7) days of the issuance of a business license to ROR, the City shall dismiss any and all of its claims in City of Wood River v. Royal Oak Recycling (Case No. 2025-CH-0000708) with prejudice with the Court to retain jurisdiction to enforce the terms of this Agreement as with any settlement agreement and the City may seek injunctive relief to enforce said terms.

# 7. TERMS OF THE AGREEMENT AND MODIFICATIONS

Both parties agree that once ROR passes all City inspections and shows compliance with OSFM requirements, a Business License will be granted by the City. This Operations Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement for good cause shown by giving the other party written notice at least thirty (30) days prior to the effective date of termination. Any such written notice of termination to ROR must be provided to both: (i) Michael Froelich of Taft Stettinius & Hollister LLP via electronic mail at <a href="mailto:mfroelich@taftlaw.com">mfroelich@taftlaw.com</a>; and (ii) Ed Mamou via electronic mail at <a href="mailto:ed@rorecycling.com">ed@rorecycling.com</a>. However, if the City terminates this Agreement before the completion of the Initial 90-day Inspection, it shall return a pro-rated portion of the \$12,000 payment made pursuant to Section 6(e). Any modifications to this Operations Agreement shall be in writing and signed and dated by both parties.

exec	IN WITNESS WHERE uted on the date and year	,	have caused this Agreement to be duly
	Dated this	day of	, 2025
CIT	Y OF WOOD RIVER		
Ву:			
	Dated this	day of	, 2025
ROY	YAL OAK RECYCLING		

By:



## RESOLUTION NO.

# A RESOLUTION APPROVING THE CITY OF WOOD RIVER IN SUPPORT OF THE ILLINOIS AMERICA250 COMMEMORATION

**WHEREAS**, the United States of America will commemorate its 250th anniversary on July 4, 2026, marking a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of democracy and self-governance; and

WHEREAS, the U.S. Semiquincentennial Commission, known as the America 250 Commission (america 250.org) was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives.

WHEREAS, the Illinois America250 Commission (ilamerica250.org) was established to develop, encourage and execute a commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history; and

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions and individuals of all ages to develop commemorations that reflect on Illinois' role in the nation's history and development; and

WHEREAS, recognizing and supporting the Illinois America 250 Commission will help ensure meaningful and educational commemoration for all residents and future generations; and

WHEREAS, the commemoration provides an opportunity to reflect on the state's historical significance, honor the achievements of its people and inspire civic engagement; and

**WHEREAS**, the City of Wood River hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation's 250th anniversary.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the City of Wood River express its support for the Illinois America250 Commission, and encourages all Illinois communities to organize and participate in local events leading up to and culminating on July 4, 2026, to celebrate America's 250th anniversary. PASSED THIS 1<sup>st</sup> day of December 2025, the vote being taken by ayes and nays, and entered upon the legislative records, as follows:

AYES: NAYS:

A	$\mathbf{p}$	p	R	$\cap$	V	$\mathbf{E}$	n	

Tom Stalcup Mayor City of Wood River Madison County, Illinois

ATTEST:

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