

ORDER OF BUSINESS

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

February 2, 2026
7:00 P.M.
Wood River, IL 62095

AGENDA

- 1) Roll Call:

David Ayres Jeremy Plank	Tom Stalcup
	Bill Dettmers Scott Tweedy
- 2) Approval of the minutes of the regular meeting of January 20, 2026, as printed.
- 3) Approval of the bills submitted for payment for the period January 15, 2026, to January 28, 2026, as printed.
- 4) **PRESENTATIONS:**
Mayor Stalcup and Police Chief Brad Wells will present the Officer of the Year award to Brendan Wright and Telecommunicator of the Year award to Kristine Kestler for 2025.
- 5) **REQUEST BY MAYOR FOR:**
 - A. Request for Citizen comments/communications/petitions
 - B. Reports/comments from City Officials
- 6) Approval of an ordinance amending City Code 90-7, Title VII: Traffic Code, Chapter 76: Parking Schedules, amending Schedule II: Parking Prohibited During Certain Hours on Certain Streets.
- 7) Approval of an ordinance authorizing the sale of City owned surplus real estate located at Parcel ID 19-2-08-27-16-402-018, commonly known as 545 10th Street, Wood River, Illinois 62095 to David L. Sever.
- 8) Approval of a recommendation from Mayor Stalcup to appoint Jeremy Plank of 749 Condit to the Library Board to replace Maggie Dillinger with a term to expire May 2026.
- 9) Approval of a request to seek bids for the 2026-2027 MFT Street Maintenance Materials Program, as submitted by the Director of Public Services.
- 10) Approval of setting a Public Hearing on the City's MS4 Permit (Municipal Separate Storm Sewer Systems) for Monday, March 2, 2026, at 7:00 p.m. before the regularly scheduled City Council Meeting.
- 11) Approval of setting a Public Hearing on the Proposed Budget for Fiscal Year 2026-2027 for Monday, March 16, 2026, at 7:00 p.m. before the regularly scheduled City Council Meeting.
- 12) Approval of changing the next regularly scheduled City Council Meeting to Tuesday, February 17, 2026, due to the President's Day Holiday.
- 13) Old Business
- 14) New Business
- 15) 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.

January 20, 2026

(2)

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Tuesday, January 20, 2026. The Clerk called the roll and reported that the following members were:

PRESENT: David Ayres
Jeremy Plank
Scott Tweedy
Tom Stalcup

ABSENT: Bill Dettmers

and that a quorum was present and in attendance.

APPROVAL OF MINUTES:

Councilman Ayers moved to approve the minutes of the regular meeting of January 5, 2026, as printed, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

APPROVAL OF BILLS:

Councilman Tweedy moved to approve the bills submitted for payment for the period January 1, 2026, to January 14, 2026, as printed, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

APPROVAL OF FINANCIAL STATEMENT:

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

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

NAYS: None (0)

Councilman Plank moved to direct City Attorney Mike McGinley to open any bids received pursuant to a request for proposals for 545 10th Street, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

City Attorney Mike McGinley opened proposals for City owned property located at Parcel ID 19-2-08-27-16-402-018, commonly known as 545 10th Street, Wood River, Illinois 62095. The first proposal was from David L. Sever in the amount of \$5,250.00, proposing full renovation with an anticipated timeline of 12 to 18 months. The second bid was from Randy Weber II, in the amount of \$5,100.00, also proposing full renovation with an anticipated timeline of 6 months.

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

CITIZEN/OFFICIAL COMMENTS:

NONE

ORDINANCE NO. 26-1: AMENDING CITY CODE 90-7, TITLE III: ADMINISTRATION, CHAPTER 33: DEPARTMENTS, BOARDS, COMMISSIONS, AND AGENCIES ADDING SECTION 33.181: ON THE RECORD APPEAL:

Councilman Ayres moved to approve an ordinance amending City Code 90-7, Title III: Administration, Chapter 33: Departments, Boards, Commissions, and Agencies adding Section 33.181: On the Record Appeal, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2988: AUTHORIZING THE FIRST WRITTEN AMENDMENT TO THE AMENDED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOOD RIVER AND B2 MANAGEMENT LLC, ASSIGNING ALL FUTURE TIF ELIGIBLE PAYMENTS TO MOTLEY WHEEL, LLC, CONTINGENT UPON CLOSING OF THE SALE OF 62 E. FERGUSON FROM B2 MANAGEMENT LLC TO MOTLEY WHEEL, LLC:

Councilman Tweedy moved to approve an ordinance authorizing the first written amendment to the Amended Redevelopment Agreement by and between the City of Wood River and B2 Management LLC, assigning all future TIF eligible payments to Motley Wheel, LLC, contingent upon closing of the sale of 62 E. Ferguson from B2 Management LLC to Motley Wheel, LLC, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2160: APPROVING THE 2026-2027 MFT MAINTENANCE PROGRAM IN THE AMOUNT OF \$937,020.81:

Councilman Plank moved to approve an ordinance approving the 2026-2027 MFT Maintenance Program in the amount of \$937,020.81, as submitted by the Director of Public Services, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2161: APPROVING MFT FUNDS TO PAY FOR THE APPLICATION FEE TO EAST WEST GATEWAY COUNCIL OF GOVERNMENTS FOR THE 2026 SURFACE TRANSPORTATION PROGRAM APPLICATION FOR EDWARDSVILLE ROAD PHASE 3:

Councilman Plank moved to approve a resolution approving MFT funds to pay for the application fee to East West Gateway Council of Governments for the 2026 Surface Transportation Program application for Edwardsville Road Phase 3, as submitted by the Director of Public Services, seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)
NAYS: None (0)

RESOLUTION NO. 2162: AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND STARSTRUCK DRONE SHOWS FOR DRONE SHOWS:

Councilman Ayres moved to approve a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and Starstruck Drone Shows for drone shows, seconded by Councilman Tweedy

Councilman Plank asked for clarification on this agenda item.

Mayor Stalcup explained that this agreement is for the City's Fourth of July Celebration at Belk Park. He stated that the City has decided to have a drone show instead of fireworks for the celebration.

City Manager Steve Palen asked Human Resource/Payroll Specialist Kayla Hosford and Executive Director of the Wood River Business Alliance Kristen Burns to give an update on the IL250 Celebration that will take place on Friday, July 3, 2026, at Belk Park.

Ms. Hosford and Ms. Burns explained that the City is partnering with the Business Alliance to assist with the planning, coordination, and promotion of the IL250 Celebration. The IL250 Committee has confirmed that the event will take place on July 3, 2026, from 4:00 p.m. to 10:00 p.m. at Belk Park. The celebration will feature a live band, food trucks, a beer tent, and activities for the kids, offering family-friendly entertainment throughout the evening. Ms. Hosford stated that the City has applied for grant funding to help with the costs associated with hosting the event. The event will conclude with a drone show scheduled to begin at 9:15 p.m., contingent upon approval of the agreement.

The resolution was approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)
NAYS: None (0)

APPROVED: REQUEST TO SEEK BIDS:

Councilman Tweedy moved to approve a request to seek bids for the Edwardsville Road Water Main Improvements Project – Phase 3, as submitted by the Director of Public Services, seconded by Councilman Plank, and approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)
NAYS: None (0)

Councilman Plank moved for 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)) and Pending or Imminent Litigation (5 ILCS 120/2 (c)(11)), seconded by Councilman Ayres, and approved by the following vote:

AYES: Ayres, Plank, Tweedy, Stalcup (4)
NAYS: None (0)

The Council moved across the hall to hold the executive closed session.
The Council recessed at 7:12 p.m. and reconvened at 7:34 p.m.

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

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 7:35 p.m.

Mayor

City Clerk

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 CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT
 COUNCIL MEETING DATE: 02/02/2026
 INVOICES DUE ON/BEFORE: 03/02/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
LEGISLATIVE	6494	PATRICIA A SEYMOUR	FLOWERS - M. WILLEFORD	1011	40599	100.00
LEGISLATIVE	6494	PATRICIA A SEYMOUR	FLOWERS - M COURTTIGHT	1011	40599	50.00
LEGISLATIVE	1015	QUILL	MONTHLY DESK PAD	1011	40519	4.99
LEGISLATIVE Total						154.99
ADMINISTRATION	1015	QUILL	COPY PAPER	1012	40519	49.61
ADMINISTRATION	4709	WEX BANK	JANUARY 2026 - GASOLINE	1012	40521	194.74
ADMINISTRATION Total						244.35
FINANCE	6309	GREAT AMERICA FINANCIAL SVCS.	POSTAGE MACHINE LEASE	1013	40863	165.00
FINANCE	6467	NEPTUNE TECHNOLOGY 2000 INC	FEBRUARY 2026 - MUNI LINK	1013	40729	2,048.20
FINANCE	1015	QUILL	THERMAL ROLL	1013	40519	52.16
FINANCE	1015	QUILL	COPY PAPER	1013	40519	49.62
FINANCE	1015	QUILL	THERMAL ROLL	1013	40519	12.91
FINANCE	6301	ROYAL PRINTING	GREEN WATER SERVICE TAGS	1013	40742	300.00
FINANCE	981	UTILTRA	MONITORS (2) - S JONES	1013	40519	543.44
FINANCE Total						3,171.33
ANIMAL CONTROL	4709	WEX BANK	JANUARY 2026 - GASOLINE	1014	40521	84.44
ANIMAL CONTROL Total						84.44
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	4,405.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	400.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	100.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	425.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	1,325.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	50.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	300.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	220.00
LEGAL Total						11,678.23
BUILDING & ZONING	1015	QUILL	COPY PAPER	1016	40519	49.61
BUILDING & ZONING	4709	WEX BANK	JANUARY 2026 - GASOLINE	1016	40521	260.82
BUILDING & ZONING Total						310.43
CITY HALL MAINTENANCE	5861	BARCOM SECURITY	BATTERIES - MOTION DETECTOR	1019	40792	64.75

CITY OF WOOD RIVER

DEPARTMENT SUMMARY REPORT

COUNCIL MEETING DATE: 02/02/2026

INVOICES DUE ON/BEFORE: 03/02/2026

DEPARTMENT	VENDOR #	VENDOR NAME	-	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
CITY HALL MAINTENANCE Total							64.75
STREET MAINTENANCE	5995	CONSTELLATION NEW ENERGY - GAS	OCTOBER 2025 - CONSTELLATION	1021 40783			493.17
STREET MAINTENANCE	5420	D&D TIRE SERVICE LLC.	BACKHOE FLAT REPAIR	1021 40719			65.00
STREET MAINTENANCE	5353	EJ EQUIPMENT, INC	WATER FILL HOSE - SWEEPER	1021 40529			158.95
STREET MAINTENANCE	5353	EJ EQUIPMENT, INC	LEAF MACHINE REPAIR	1021 40719			4,880.03
STREET MAINTENANCE	540	FISCHER LUMBER COMPANY	SIDEBOARDS	1021 40529			33.36
STREET MAINTENANCE	4680	MC KAY AUTO PARTS	COUPLING - TYMCO SWEEPER	1021 40529			38.98
STREET MAINTENANCE	4680	MC KAY AUTO PARTS	LENS - TANDEM	1021 40529			38.98
STREET MAINTENANCE	5192	O'REILLY AUTO PARTS	FUSE - 05 FORD F-150	1021 40529			6.49
STREET MAINTENANCE	1060	ROD'S SERVICE INCORPORATED	O2 & ACETYLENE TANK RENTAL	1021 40544			23.88
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	CREDIT - RETURNED ITEMS	1021 40719			(2,945.00)
STREET MAINTENANCE	1851	VAL TEC HYDRAULICS INC	ELECTRIC MOTOR-05 FORD F-350	1021 40529			323.12
STREET MAINTENANCE	1851	VAL TEC HYDRAULICS INC	SELENOID - 05 FORD F-350	1021 40529			65.50
STREET MAINTENANCE	15291	WARNING LITES OF SOUTHERN IL	HOODIES	1021 40594			79.90
STREET MAINTENANCE	4709	WEX BANK	JANUARY 2026 - GASOLINE	1021 40521			2,065.24
STREET MAINTENANCE	84	WOODY'S MUNICIPAL SUPPLY	SNOW BLADES	1021 40529			519.68
STREET MAINTENANCE Total							5,847.28
PARKS AND RECREATION	5995	CONSTELLATION NEW ENERGY - GAS	OCTOBER 2025 - CONSTELLATION	1024 40783			176.28
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC	12/20-1/16/26-ROTARY SHELTER	1024 40792			203.84
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC	12/20-1/16/26-ROTARY PAVILION	1024 40792			131.58
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC	12/20-1/16/26-1001 6TH ST	1024 40792			131.58
PARKS AND RECREATION	4709	WEX BANK	JANUARY 2026 - GASOLINE	1024 40521			125.20
PARKS AND RECREATION Total							768.48
PARK MAINTENANCE	5995	CONSTELLATION NEW ENERGY - GAS	OCTOBER 2025 - CONSTELLATION	1025 40783			119.01
PARK MAINTENANCE	4709	WEX BANK	JANUARY 2026 - GASOLINE	1025 40521			266.17
PARK MAINTENANCE Total							385.18
POLICE	5967	ALWAYS GREEN RECYCLING, INC	SHREDDING-JAN,FEB,MARCH 2026	1027 40792			142.50
POLICE	5805	AXON ENTERPRISES INC	TASERS	1027 40869			21,600.00
POLICE	5861	BARCOM SECURITY	BATTERIES - BPS PANEL	1027 40792			289.00
POLICE	5709	CONSTELLATION NEW ENERGY, INC	11/25-12/27/25 CONSTELLATION	1027 40783			1,035.11
POLICE	2428	DOBBS TIRE & AUTO CENTER	NEW TIRES - #169	1027 40719			518.00
POLICE	100	GRP WEGMAN COMPANY	REPAIR GLYCOL LEAK	1027 40792			814.19
POLICE	100	GRP WEGMAN COMPANY	REPAIR TOILET - DISPATCH AREA	1027 40792			467.08

CITY OF WOOD RIVER

DEPARTMENT SUMMARY REPORT

COUNCIL MEETING DATE: 02/02/2026

INVOICES DUE ON/BEFORE: 03/02/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
POLICE	6493	MADISON COUNTY SHERIFF	METRO EAST SWAT	1027	40619	300.00
POLICE	1334	MAJOR CASE SQUAD	MAJOR CASE SQUAD - ROMBACH	1027	40619	75.00
POLICE	1334	MAJOR CASE SQUAD	MAJOR CASE SQUAD - FESTER	1027	40619	75.00
POLICE	1334	MAJOR CASE SQUAD	MAJOR CASE SQUAD - JOHNSON	1027	40619	75.00
POLICE	1334	MAJOR CASE SQUAD	MAJOR CASE SQUAD - HAWKINS	1027	40619	75.00
POLICE	1002	PRO AUTOMOTIVE SERVICES	OIL CHANGE, INSTALL TIRE #168	1027	40719	177.81
POLICE	1002	PRO AUTOMOTIVE SERVICES	OIL CHANGE, INSTALL TIRES #169	1027	40719	390.19
POLICE	1002	PRO AUTOMOTIVE SERVICES	OIL & FILTER CHANGE	1027	40719	90.58
POLICE	591	UNIFIRST FIRST AID + SAFETY	REPLENISH FIRST AID KIT	1027	40552	177.16
POLICE	4709	WEX BANK	JANUARY 2026 - GASOLINE	1027	40521	2,205.03
POLICE Total						28,506.65
FIRE	6246	AIRGAS USA, LLC	OXYGEN	1028	40551	48.53
FIRE	299	BANNER FIRE EQUIPMENT	5 STORZ WITH LOCK	1028	40589	397.78
FIRE	318	BOUND TREE MEDICAL LLC	LARGE ORANGE CARRY CASE	1028	40551	12.19
FIRE	5420	D&D TIRE SERVICE LLC.	VALVE STEM REPLACEMENT	1028	40719	305.00
FIRE	539	FIRE SAFETY INCORPORATED	EXTINGUISHER INSPECTION	1028	40752	75.00
FIRE	539	FIRE SAFETY INCORPORATED	HYDRO TEST 2 SCBA CYLINDERS	1028	40515	111.00
FIRE	3833	HSI EMERGENCY CARE SOLUTIONS	CPR CARDS - HI POINT 1/14/26	1028	40679	72.54
FIRE	3833	HSI EMERGENCY CARE SOLUTIONS -	CPR CARDS - LC JR HIGH	1028	40679	386.88
FIRE	4531	ICEP	TRAUMA RECERTIFICATION	1028	40679	155.00
FIRE	4715	ILLINOIS FIREFIGHTER'S	ANNUAL DUES-IFFA	1028	40619	125.00
FIRE	868	MIKE'S	REPAIR COOLANT LEAK - 4214	1028	40719	1,607.62
FIRE	6001	WEBER FORD	4251-REPLACE HOSE TO TURBO	1028	40783	939.02
FIRE	4709	WEX BANK	JANUARY 2026 - GASOLINE	1028	40521	1,139.30
FIRE Total						5,374.86
POLICE COMMUNICATIONS	5995	CONSTELLATION NEWENERGY - GAS	OCTOBER 2025 - CONSTELLATION	1040	40783	121.17
POLICE COMMUNICATIONS Total						121.17
MFT	4264	CHRIST BROTHERS	PATCH	2100	40552	462.40
MFT	3381	EAST WEST GATEWAY COUNCIL	2026 - PHASE 3 E'VILLE RD	2100	40726	4,000.00
MFT	6110	NEW FRONTIER MATERIALS LLC	CA06 ROCK	2100	40554	162.02
MFT	1099	SHEPPARD MORGAN & SCHWAAB	11/30-12/27/25 ENGIN SERVICE	2100	40703	3,215.00
MFT	5026	STUTZ EXCAVATING, INC	HAULING DIRT	2100	40570	1,580.00
MFT	5291	WARNING LITES OF SOUTHERN IL	"NO PARKING" SIGNS	2100	40556	70.95

CITY OF WOOD RIVER

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DEPARTMENT	#	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
MFT	5291	WARNING LITES OF SOUTHERN IL	RIGHT CURVE ARROW SIGN	2100	40556	73.44
MFT Total						9,563.81
INSURANCE	6058	IPBC	ADMIN EXPENSE - FEB 2026	2300	40840	66.15
INSURANCE	6058	IPBC	LIFE INSURANCE - FEB 2026	2300	40844	565.75
INSURANCE	6058	IPBC	HEALTH INSURANCE - FEB 2026	2300	40845	139,177.65
INSURANCE	6058	IPBC	DENTAL INSURANCE - FEB 20256	2300	40846	5,453.23
INSURANCE	6058	IPBC	VISION INSURANCE - FEB 2026	2300	40850	490.56
INSURANCE	5707	MICAH D. REDMAN	TIER 2 COPAY REIMBURSEMENT	2300	40821	25.00
INSURANCE Total						145,778.34
LIBRARY	5709	CONSTELLATION NEW ENERGY, INC	10/24-11/25/25 CONSTELLATION	2500	40783	39.04
LIBRARY	5995	CONSTELLATION NEW ENERGY - GAS	OCTOBER 2025 - CONSTELLATION	2500	40783	68.67
LIBRARY Total						107.71
PUBLIC SERVICES ADMIN	1099	SHEPPARD MORGAN & SCHWAAB	11/30-12/27/25 ENGIN SERVICE	3000	40725	474.00
PUBLIC SERVICES ADMIN	5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE	3000	40751	93.98
PUBLIC SERVICES ADMIN	4709	WEX BANK	JANUARY 2026 - GASOLINE	3000	40521	45.19
PUBLIC SERVICES ADMIN Total						613.17
WATER DISTRIBUTION	5995	CONSTELLATION NEW ENERGY - GAS	OCTOBER 2025 - CONSTELLATION	3031	40783	313.23
WATER DISTRIBUTION	2600	CORE & MAIN LP	METER PIT LIDS	3031	40581	812.16
WATER DISTRIBUTION	2600	CORE & MAIN LP	TAPPER TOOL, HOLE SAW	3031	40589	537.81
WATER DISTRIBUTION	2600	CORE & MAIN LP	COUPLINGS	3031	40531	248.10
WATER DISTRIBUTION	540	FISCHER LUMBER COMPANY	2 X 4 - CONCRETE FORM	3031	40531	23.44
WATER DISTRIBUTION	738	JULIE INCORPORATED	JULIE - LOCATES	3031	40787	1,527.13
WATER DISTRIBUTION	1084	SCHULTE SUPPLY INCORPORATED	CLAMPS	3031	40531	1,068.16
WATER DISTRIBUTION	1084	SCHULTE SUPPLY INCORPORATED	HYDRANT DIFFUSER	3031	40580	259.80
WATER DISTRIBUTION	1084	SCHULTE SUPPLY INCORPORATED	BLUE MARKING PAINT	3031	40542	129.84
WATER DISTRIBUTION	1099	SHEPPARD MORGAN & SCHWAAB	EVILLE RD - ENGINEER SERVICES	3031	40916	6,833.25
WATER DISTRIBUTION	4709	WEX BANK	JANUARY 2026 - GASOLINE	3031	40521	703.06
WATER DISTRIBUTION Total						12,455.98
WATER PLANT	329	BROTCKE WELL & PUMP	HIGH SERVICE PUMP #3 - REPAIR	3032	40719	16,795.51
WATER PLANT	5995	CONSTELLATION NEW ENERGY - GAS	OCTOBER 2025 - CONSTELLATION	3032	40783	161.57
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	POLY PHOSPHATE	3032	40556	6,480.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	DELIVERY FEE	3032	40798	65.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED	CHLORINE	3032	40555	3,225.00

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DEPARTMENT	#	VENDOR	VENDOR NAME	DESCRIPTION	DEPT	ACCOUNT NUMBER	AMOUNT DUE
CODE					CODE		
WATER PLANT	99	WATER SOLUTIONS UNLIMITED		ALUMINUM SULFATE	3032	40568	1,848.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED		FLUORIDE	3032	40558	1,524.56
WATER PLANT	99	WATER SOLUTIONS UNLIMITED		DELIVERY FEE	3032	40798	65.00
WATER PLANT	99	WATER SOLUTIONS UNLIMITED		POTASSIUM PERMANGANATE	3032	40557	7,539.73
WATER PLANT Total							37,704.37
SEWER COLLECTIONS	6234	BILL & JOES TOWING		TOWING - DUMP TRUCK	4041	40719	736.45
SEWER COLLECTIONS	5995	CONSTELLATION NEWENERGY - GAS		OCTOBER 2025 - CONSTELLATION	4041	40783	937.64
SEWER COLLECTIONS	4732	FARM & HOME SUPPLY		WORK PANTS	4041	40594	264.94
SEWER COLLECTIONS	4732	FARM & HOME SUPPLY		GRASS SEED	4041	40531	259.98
SEWER COLLECTIONS	540	FISCHER LUMBER COMPANY		DOWNSPOUT - 6TH ST PUMPS	4041	40531	60.98
SEWER COLLECTIONS	738	JULIE INCORPORATED		JULIE - LOCATES	4041	40787	1,527.12
SEWER COLLECTIONS	5978	RUSH TRUCK CENTERS OF MISSOURI		2017 DUMP TRUCK REPAIR	4041	40719	14,080.87
SEWER COLLECTIONS	4557	TITAN INDUSTRIAL CHEMICALS LLC		DEGREASER	4041	40531	1,580.60
SEWER COLLECTIONS	5291	WARNING LITES OF SOUTHERN IL		SAFETY GLASSES	4041	40531	90.00
SEWER COLLECTIONS	4709	WEX, BANK		JANUARY 2026 - GASOLINE	4041	40521	273.97
SEWER COLLECTIONS Total							19,825.55
SEWER PLANT	5709	CONSTELLATION NEW ENERGY, INC		10/24-11/25/25 CONSTELLATION	4042	40783	6,591.81
SEWER PLANT	5995	CONSTELLATION NEW ENERGY - GAS		OCTOBER 2025 - CONSTELLATION	4042	40783	84.69
SEWER PLANT Total							6,676.50
REFUSE	5406	REPUBLIC SERVICES #350	-	JANUARY 2026 - COMPOST SITE	4949	40778	1,373.90
REFUSE	5406	REPUBLIC SERVICES #350		JANUARY 2026 - CITY PICK UPS	4949	40791	65,765.63
REFUSE	1099	SHEPPARD MORGAN & SCHWAAB		11/30-12/27/25 ENGIN SERVICE	4949	40775	6,440.57
REFUSE Total							73,580.10
GOLF CLUBHOUSE	5709	CONSTELLATION NEW ENERGY, INC		10/24-11/25/25 CONSTELLATION	5052	40783	98.43
GOLF CLUBHOUSE	5797	ILLINOIS LICENSED		2026 ILBA ANNUAL DUES	5052	40619	250.00
GOLF CLUBHOUSE	6237	ON SITE COMPANIES, INC		12/20-1/16/26-GOLF COURSE	5052	40792	203.84
GOLF CLUBHOUSE	6376	ROTLER PEST CONTROL		PEST CONTROL - CLUB HOUSE	5052	40752	70.00
GOLF CLUBHOUSE Total							622.27
TIF #3	6465	C & N LICENSING AND TITLE		TIF - 242 E FERGUSON AVE	8100	40933	2,667.50
TIF #3	6450	JACK MATTHEWS DEVELOPMENT LLC		87 E FERGUSON - TIF	8100	40935	160,000.00
TIF #3 Total							162,667.50
NHR SALES TAX	1099	SHEPPARD MORGAN & SCHWAAB		11/30-12/27/25 ENGIN SERVICE	8900	40906	1,342.00
NHR SALES TAX Total							1,342.00
							1342.00

CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT

COUNCIL MEETING DATE: 02/02/2026
 INVOICES DUE ON/BEFORE: 03/02/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
RECREATION CENTER	6411	AC SYSTEMS SERVICE, LLC	HVAC - PM, REPAIR	9000	40792	4,183.09
RECREATION CENTER	5709	CONSTELLATION NEW ENERGY, INC	11/27-12/31/25 CONSTELLATION	9000	40783	2,564.20
RECREATION CENTER	3475	DA-COM DIGITAL OFFICE	COPIER LEASE	9000	40792	142.14
RECREATION CENTER	6439	ECO FIT EQUIPMENT LLC	WORKOUT EQUIPMENT	9000	40752	555.00
RECREATION CENTER	6392	KYLEN JENNA JOHNSON	VOLLEYBALL REFEREE PAYROLL	9000	40313	200.00
RECREATION CENTER	4255	REIS SERVICES INC.	CONCESSIONS	9000	40304	321.00
RECREATION CENTER	5228	RICOH USA, INC.	12/20-1/19/2026-COLOR, B&W PRINT	9000	40792	65.87
RECREATION CENTER	6477	STEPHEN ERSLN	VOLLEYBALL REFEREE PAYROLL	9000	40313	200.00
RECREATION CENTER Total						8,231.30
Grand Total						535,867.74

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE 90-7, TITLE VII: TRAFFIC CODE, CHAPTER 76: PARKING SCHEDULES, SCHEDULE II: PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS INSTALLING A NO PARKING BETWEEN THE HOURS OF 6AM TO 6PM MONDAY THROUGH FRIDAY SIGN ON THE SOUTH SIDE OF FERGUSON AVENUE IN FRONT OF 144 E. FERGUSON AVENUE

WHEREAS, the Traffic Commission recommends that a "No Parking Between the Hours of 6 a.m. and 6 p.m. Monday through Friday" sign be installed on the South Side of Ferguson Avenue in front of 144 E. Ferguson Avenue; and

WHEREAS, the City of Wood River has determined it is in the best interests of public health, safety, and general welfare, to install a "No Parking Between the Hours of 6 a.m. and 6 p.m. Monday through Friday" sign on the South Side of Ferguson Avenue in front of 144 E. Ferguson Avenue.

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

Section 1. Chapter 76, Schedule II: Parking Prohibited During Certain Hours on Certain Streets be amended as follows:

Ferguson Avenue	South Side	144 E. Ferguson	No parking between the hours of 6 a.m. to 6 p.m. Monday through Friday
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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.

Section 4. This ordinance shall be in full force and effect following its passage and publication in accordance with the law.

PASSED and APPROVED this 2nd day of February, 2026.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

ORDINANCE NO.**ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT WITH DAVID SEVER FOR THE SALE OF 545 10TH STREET, WOOD RIVER, ILLINOIS PARCEL NO. 19-2-08-27-16-402-018.**

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 authority, pursuant to 65 ILCS 5/11-76-1, to convey real estate for the best interest of the city; and

WHEREAS, City has authority, pursuant to Sec. 11-76-2 by ordinance adopted by an affirmative vote of the elected corporate authorities then holding office:

- (i) To sell real property in the best interest of the city or village.

and

WHEREAS, City intends to sell real estate to David Sever for \$5,250.00 for property located within the City of Wood River, Madison County, Illinois with the following Permanent Parcel I.D. Nos.:

19-2-08-27-16-402-018

(*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to sell the real estate and pursuant to the terms of the real estate sales 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 City Manager and/or Mayor to execute any document necessary to sell the real estate and pursuant to the terms of the real estate sales 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. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the real estate pursuant to the terms of the real estate sales contract attached hereto as **Exhibit A**.

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 and approved by the Mayor of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 2nd day of February, 2026, the vote being taken by ayes and noes and entered upon the legislative record 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

REAL ESTATE SALES CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Ordinance and by the vote of 3/4th of the corporate authorities then holding office (the "Effective Date"), by and between CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Seller") and DAVID SEVER("Purchaser").

- I. Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Numbers: 19-2-08-27-16-402-018**, known as **545 10th Street Wood River, Illinois 62095** and more particularly described in the attached **Exhibit A** (the "Property").
- II. Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **Five Thousand, Two Hundred, and Fifty Dollars and no cents (\$5,250.00)**, which shall be paid as follows:
 - a. Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.
- III. Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:
 - a. Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.
 - b. Release of Encumbrances.** Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below),

(iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.

c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

SELLER AGREES TO PAY ALL "CLOSING COSTS," AS THAT TERM IS GENERALLY UNDERSTOOD, ASSOCIATED WITH THIS REAL ESTATE TRANSACTION.

IV. **Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate ("Seller Documents"). Seller shall make every reasonable effort to locate and deliver to Purchaser all Seller Documents. Purchaser acknowledges and agrees that Seller acquired the Property many years ago and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section 4, if Seller provides to Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

V. Investigation of the Property. From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

Purchaser shall indemnify, protect, defend and hold harmless the Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Seller's ownership therein in connection with Purchaser's entry upon the Property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser, and Purchaser shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser, promptly; and shall not allow any liens to be filed against the Property. For purposes of Purchaser's indemnification of Seller described herein, the term "Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

VI. Contingencies. In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to fulfillment of the following items by Purchaser, and subject to any and all following required action(s) by Purchaser (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.
- b. **Physical Inspection.** Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. **Survey.** Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to,

discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.

- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

If Purchaser does not give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Purchaser's obligation under this Agreement shall be enforceable by Seller pursuant to the terms set forth herein.

If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller cannot cure the Contingency within thirty (30) days of being put on notice by Purchaser, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein. The thirty (30) day deadline for Seller to cure any Contingencies may be extended by written agreement signed by both Seller and Purchaser.

VII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by Seller and Purchaser, or after all Contingencies are waived or cured ("Closing Date").
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):

1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.
3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller.
 - e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
 1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
 2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.
 3. Deed. Acknowledge and accept a copy of Seller's Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.
 5. License. At Closing, Purchaser shall be licensed as a legitimate business with the Illinois Secretary of State Office.

VIII. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered, mailed, transmitted by telefax, or transmitted by email to the applicable addresses as follows:

If to Purchaser: DAVID L. SEVER
6726 W. Liberty Prairie Lane
Edwardsville, IL 62025

If to Seller: City of Wood River
Madison County, Illinois
Attention: Steve Palen
City Manager
111 N. Wood River Ave.
Wood River, Illinois 62095
Telephone: (618) 251-3100
Email: spalen@cityofwoodriver.com

IX. Additional Covenants.

a. Brokerage. Seller and Purchaser each hereby represent and warrant to the other that neither has dealt with 'any broker or finder' in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

X. AS IS.

a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS

OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

XI. Litigation.

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

XII. Defaults and Remedies

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.
- b. Default by Purchaser. In the event that Purchaser shall have failed to have timely performed any of Purchaser's Obligations, covenants, and/or agreements contained herein which are to be performed by Purchaser, then Seller, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

XIII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- c. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- d. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all

purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.

- e. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- f. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- h. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.
- i. Completion. Purchaser shall be in full compliance according to the submitted proposal attached hereto as **Exhibit B**. Including but not limited to properly subdividing the

parcel for the construction of two (2) individual single-family residences; the construction two (2) single family residences, approximately 900 sf; and all construction shall be complete by December 31, 2026. Subsection (i) is subject to amendment upon written consent of Seller due to unforeseen circumstances incurred by the Purchaser.

XIV. Acceptance of Contract. Purchaser and Seller intend to execute this Agreement prior to Purchaser obtaining the approvals necessary to give force and effect to this Agreement. Purchaser represents that this Agreement must be passed by Ordinance and by 3/4th vote of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Purchaser has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Purchaser, this Agreement shall have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

PURCHASER:

DAVID L. SEVER
6726 W. Liberty Prairie Lane
Edwardsville, IL 62025

By: _____

Date: _____

SELLER:

City of Wood River
Madison County, Illinois
111 N. Wood River Ave.
Wood River, Illinois 62095

Steve Palen
City Manager

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Descriptions: RELLER HEADS ADD LOT 16 53 X 130 COMMONLY KNOWN AS 545
10TH STREET WOOD RIVER, ILLINOIS 62095 PARCEL NO. 19-2-08-27-16-402-018.