

ORDER OF BUSINESS

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

February 17, 2026
7:00 P.M.
Wood River, IL 62095

PUBLIC HEARING ON ADA TRANSITION PLAN

The purpose of this hearing is to receive citizen comments on the City's ADA Transition Plan updates.
Copies of the ADA Transition Plan have been on file in the City Clerk's Office.

- 1) Public Hearing called to order by Mayor Tom Stalcup
- 2) Updates from Director of Public Services
- 3) Comments by citizens
- 4) Adjournment

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres Bill Dettmers
Jeremy Plank Scott Tweedy
- 2) Approval of the minutes of the regular meeting of February 2, 2026, as printed.
- 3) Approval of the bills submitted for payment for the period January 29, 2026, to February 11, 2026, as printed.
- 4) Approval of the Financial Statement ending January 31, 2026, as printed.
- 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 XI: Business Regulations, Chapter 112: Alcoholic Beverages, Section 112.25 Limit on Number of Licenses, (B) changing the number of late licenses in District 1 from three to two and the number of late licenses in District 2 from three to two.
- 7) Approval of an ordinance amending City Code 90-7, Title XV: Land Usage, repealing and replacing Chapter 156: Sediment and Erosion Control Regulations.
- 8) Approval of an ordinance authorizing the sale of City owned surplus real estate to WR Farm Investments LLC, pursuant to the Amended Purchase and Sale Agreement.
- 9) Approval of an ordinance authorizing a Redevelopment Agreement for a project in the TIF Number Three Project Area between WR Farms Investments LLC and the City of Wood River.
- 10) Approval of a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and C.J. Schlosser & Company, LLC, for audit and financial services, as submitted by the Director of Finance.
- 11) Approval of a resolution executing a Sponsorship Agreement between the City of Wood River and Utilitra for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.

- 12) Approval of a request from EAWR High School – Cheerleaders to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, April 18, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 13) Approval of a request from VFW Post 2859 to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, May 9, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 14) Approval of a request from Marine Corps Ladies Auxiliary Unit 488 to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, May 23, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 15) Approval of a request from EAWR High School – Boys Soccer to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, June 6, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 16) Approval of a request from EAWR High School – Boys Basketball to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, July 18, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 17) Approval of a request from Wood River Knights of Columbus to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, September 19, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 18) Old Business
- 19) New Business
- 20) 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.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, February 2, 2026. 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 Tweedy moved to approve the minutes of the regular meeting of January 20, 2026, as printed, seconded by Councilman Ayres, and approved by the following vote:

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

APPROVAL OF BILLS:

Councilman Ayres moved to approve the bills submitted for payment for the period January 15, 2026, to January 28, 2026, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

PRESENTATIONS:

Mayor Stalcup and Police Chief Brad Wells presented the Officer of the Year Award to Brendan Wright and Telecommunicator of the Year award to Kristine Kestler for 2025. An Award of Excellence was also presented to Telecommunicator Megan Cato and Officer Katherine Castelli.

CITIZEN/OFFICIAL COMMENTS:

Mayor Stalcup congratulated area varsity wrestlers Brandon Green Jr., Logan Riggs, Lyndon Thies, Trey Skelton, Brayden Hendrix, Mason Crump, Mason Davis, and Rob Horton of Roxana High School, along with Michael Soto of East Alton Wood River High School, for competing at regionals, advancing to sectionals, and efforts toward reaching the state finals. Mayor Stalcup wished them all the best of luck at sectionals.

ORDINANCE NO. 26-2: AMENDING CITY CODE 90-7, TITLE VII: TRAFFIC CODE, CHAPTER 76: PARKING SCHEDULES, AMENDING SCHEDULE II: PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS:

Councilman Plank moved to approve 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, seconded by Councilman Tweedy

Councilman Dettmers confirmed that this change went in front of the Traffic Commission and asked the reason for the change.

City Manager Steve Palen explained that there has been a bus stop established at the location due to safety concerns involving pedestrians. Individuals were being dropped off at the station on West Ferguson and were walking, at times in the middle of the street, while carrying personal belongings. The City worked with Madison County Transit (MCT) to address the situation, and MCT agreed to establish a bus stop at the location and installed the appropriate bus stop signage.

Councilman Dettmers confirmed that the bus stop is on the south side of the street.

City Manager Steve Palen confirmed that the no parking signs are in conjunction with the bus stop on the south side of the street.

Discussion ensued regarding whether Riverbend Family Ministries had been consulted about the bus stop. City Manager Steve Palen explained that Riverbend Family Ministries had initially been consulted and was very supportive of the plan, and that an announcement had previously been made publicly. City Manager Steve Palen expressed that relocating the bus stop or establishing no-parking areas in front of other businesses would be unfair. He noted that the bus stop was established specifically to serve individuals using the facilities at that location.

It was confirmed that the no parking signs are to accommodate the bus stop.

City Manager Steve Palen stated that Madison County Transit (MCT) expressed concerns about individuals with disabilities being dropped off and wanted the ability to pull directly up to the curb to safely accommodate passenger drop-offs.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 2989: 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:

Councilman Tweedy moved to approve 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, seconded by Councilman Ayres

Councilman Dettmers confirmed with City Manager Steve Palen that this property was subject to a bidding process. It was confirmed that two bids were received and opened at the previous meeting. The higher bid was determined to be the better option.

The ordinance was approved by the following vote:

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

NAYS: None (0)

APPROVED: 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:

Councilman Ayres moved to approve 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, seconded by Councilman Tweedy

Councilman Ayres expressed concern regarding councilmembers being appointed to boards and commissions. He stated that when a councilmember is appointed to a board or commission as a voting member, it may create a conflict if a related matter comes before the Council. In such instances, the councilmember would not be eligible to vote on the matter before the Council due to their role on the board or commission.

City Attorney Kathryn Warren explained that the councilmember can abstain from voting.

Councilman Ayres stated that while a councilmember could abstain from voting in one capacity, the situation raises concerns about where their voting responsibility is most appropriately exercised. He questioned whether it is more important for the individual to vote in the Council Chambers, where they were elected by the public to serve, or on the board or commission to which they are appointed as a voting member. He noted that the Council does have ex officio members and stated that he currently serves as an ex officio member of the Library Board, a position he would be willing to relinquish if another individual wished to serve. However, he emphasized that if a councilmember is a voting member of a board or commission, they may not be eligible to vote on related matters before the Council, and he reiterated his concern regarding the potential conflict.

Mayor Stalcup stated that he understood Councilman Ayres' concern. However, he explained that the decision to appoint Councilman Plank to the Library Board was his own. He expressed confidence in Councilman Plank's abilities and noted that there had been some issues involving the Library Board over the past year. For that reason, he determined that appointing Councilman Plank to the board was an appropriate course of action.

Councilman Tweedy stated that he believed the Mayor's decision was a good move. He added that, in his view, the appointment was largely a matter of providing oversight more than anything else.

Councilman Dettmers stated that there is nothing prohibiting Councilman Plank from attending the Library Board Meetings.

Mayor Stalcup stated that his decision was based on his confidence in Councilman Plank. He indicated that, given the way matters had progressed over the past year, he believed it would be beneficial to have Councilman Plank serve on the Library Board.

Councilman Ayres asked why Councilman Plank could not serve as an ex officio member of the Library Board instead. He stated that, in that capacity, he would still be able to provide input and share information but would not serve as a voting member.

City Manager Steve Palen stated that he believes the point is for Councilman Plank to be a voting member.

Councilman Ayres stated that any matters coming before the Council from the Library Board would require Councilman Plank to abstain from voting due to his role on the board.

City Manager Steve Palen stated that it would be wise for Councilman Plank to abstain, but he does not believe that Councilman Plank would have to abstain.

Councilman Ayres stated that Councilman Plank would have to abstain.

City Attorney Kathryn Warren stated that she was not aware that service on the Library Board would automatically constitute a conflict of interest for every matter brought before the Council. However, she indicated that the issue could be reviewed further before Councilman Plank participated in voting on any related matters as a member of the Council.

City Manager Steve Palen stated that the only matter the Council votes on regarding the Library Board is the levy.

City Attorney Kathryn Warren noted that, under Illinois law, the Council has limited discretion in matters related to the levy.

Councilman Dettmers asked City Attorney Kathryn Warren her opinion of whether it is permissible to name a councilmember as a voting member on the Library Board.

City Attorney Kathryn Warren stated that she was not aware of any conflict of interest in this matter.

City Manager Steve Palen explained that the City Code states that one councilmember can be on the Library Board.

Councilman Dettmers asked as a voting member.

City Manager Steve Palen replied in the affirmative.

Discussion ensued regarding the Council's role in overseeing the Library Board budget. It was noted that while the Council technically approves the budget, the law provides limited discretion in matters such as the Library budget and levy. It was also noted that if the Council were to reject the budget or levy, it could potentially result in litigation between the Library Board and the City Council.

Further discussion ensued regarding the rationale for appointing a councilmember as a voting member of the Library Board. It was suggested that having a Council representative participate in meetings would ensure that the City's interests, particularly regarding the levy, are understood and represented. The importance of having a voting member who is familiar with the Council's position on Library finances was emphasized, especially considering recent levy increases where the Library Board may not have fully understood the reason for the increase.

It was also discussed whether a councilmember could serve as an ex officio member instead, noting that while ex officio status allows participation and input, it does not provide a vote. Some expressed that the ability to vote directly on board matters was significant in ensuring the City's position is effectively represented.

Councilman Dettmers stated that he was uncomfortable with appointing a councilmember to the Library Board. He would like to allow for further discussion on the matter to explore alternative ways to address the concerns. Councilman Dettmers noted that he had only recently become aware of significant issues or concerns regarding the Library. He commented that the Mayor has been appointing board members for years, expressing surprise that there is an issue suddenly.

Councilman Dettmers moved to table the recommendation from Mayor Stalcup to appoint Jeremy Plank to the Library Board to replace Maggie Dillinger with a term to expire May 2026, seconded by Councilman Ayres, and denied by the following vote:

AYES: Ayres, Dettmers (2)

NAYS: Plank, Tweedy, Stalcup (3)

The recommendation from Mayor Stalcup to appoint Jeremy Plank to the Library Board to replace Maggie Dillinger with a term to expire May 2026 was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

Councilman Dettmers stated that he had a point of order. He asked how Councilman Plank can vote on his own appointment.

City Attorney Kathryn Warren stated that the preference would be for Councilman Plank to abstain from the vote.

City Manager Steve Palen asked if it is best practice or required.

City Attorney Kathryn Warren stated that she believes there is a conflict with voting yourself onto a board.

City Manager Steve Palen asked City Attorney Kathryn Warren's advice.

City Attorney Kathryn Warren stated that her advice would be for Councilman Plank to abstain on this vote.

Councilman Plank stated that the vote has already been taken.

City Attorney Kathryn Warren explained that she was not entirely certain how the situation would be addressed since the vote had already been taken. She asked City Clerk Danielle Sneed to read the ordinance pertaining to the appointment of Library Board members to see if there was any language related to a councilmember voting for themselves on their appointment.

City Clerk Danielle Sneed read Section 33.070 from City Code 90-7, Title III, Administration, Chapter 33: Departments, Boards, Commissions, and Agencies. There is no mention of a councilmember voting for themselves on their appointment in that ordinance.

City Attorney Kathryn Warren stated that if the vote to appoint the councilmember to the Library Board has already occurred, that vote should stand. She added that she would review the matter

further to determine whether any conflict exists and how it should be addressed but indicated that the current vote should remain in effect for the present meeting.

Councilman Dettmers asked if it will be brought back up if there is a problem.

City Attorney Kathryn Warren stated that if any issues arise regarding the appointment, she will review them and, if necessary, draft an ordinance to address any errors for consideration at the next meeting. She reiterated that, since the vote had already taken place, it should stand for the present meeting.

APPROVED: REQUEST TO SEEK BIDS FOR THE 2026-2027 MFT STREET MAINTENANCE MATERIALS PROGRAM:

Councilman Ayres moved to approve a request to seek bids for the 2026-2027 MFT Street Maintenance Materials Program, as submitted by the Director of Public Services, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

APPROVED: SETTING A PUBLIC HEARING ON THE CITY'S MS4 PERMIT:

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

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

NAYS: None (0)

APPROVED: SETTING A PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2026-2027:

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

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

NAYS: None (0)

APPROVED: CHANGING THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING TO TUESDAY, FEBRUARY 17, 2026:

Councilman Plank moved to approve changing the next regularly scheduled City Council Meeting to Tuesday, February 17, 2026, due to the President's Day Holiday, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 7:25 p.m.

Mayor

City Clerk

CITY OF WOOD RIVER

DEPARTMENT SUMMARY REPORT

COUNCIL MEETING DATE: 02/17/2026

INVOICES DUE ON/BEFORE: 03/17/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
GENERAL REVENUES	5208	AAIC INCORPORATED	87 E FERGUSON-PLAN REVIEW	1000	20241	1,250.00
GENERAL REVENUES	3400	B & F TECHNICAL CODE SERVICES	WATCO - PLAN REVIEW	1000	20241	1,240.00
GENERAL REVENUES	3400	B & F TECHNICAL CODE SERVICES	WALMART PLAN REVIEW	1000	20241	1,325.00
GENERAL REVENUES Total						3,815.00
LEGISLATIVE	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	1011	40786	39.36
LEGISLATIVE	5966	ELAN FINANCIAL SERVICES	POSTAGE	1011	40511	143.65
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	545 10TH ST - BID	1011	40741	150.43
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PUBLIC NOTICE - IEPA LOAN	1011	40741	855.72
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PUBLIC NOTICE - IEPA LOAN	1011	40741	749.96
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PUBLIC NOTICE - AUDIT	1011	40741	40.27
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PN - MEETING SCHEDULE	1011	40741	130.33
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	ADA TRANSITION PLAN	1011	40741	127.64
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	FEB 2026 - WEB SITE HOSTING	1011	40792	40.00
LEGISLATIVE	4289	RIVERBENDER.COM	SHREDDING - CITY HALL	1011	40792	26.32
LEGISLATIVE	5583	SHRED-IT USA	FEBRUARY MEETING - STALCUP	1011	40659	50.00
LEGISLATIVE	1131	SOUTHWESTERN ILLINOIS COUNCIL	FEBRUARY MEETING - PALEN	1011	40659	50.00
LEGISLATIVE	1131	SOUTHWESTERN ILLINOIS COUNCIL	FEBRUARY MEETING - WELLS	1011	40659	50.00
LEGISLATIVE	1131	SOUTHWESTERN ILLINOIS COUNCIL	LIFT RENTAL - CHRISTMAS LIGHTS	1011	40886	742.50
LEGISLATIVE	2666	SUNBELT RENTALS	FEBRUARY 2026 - IT SERVICES	1011	40796	196.71
LEGISLATIVE	981	UTILITRA				3,392.89
LEGISLATIVE Total						
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	NOTARY APPLICATION FEE	1012	40619	16.00
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	REFUND NOTARY APPLICATION FEE	1012	40619	(16.00)
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	NOTARY BOND - K HOSFORD	1012	40619	30.00
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	1012	40786	39.36
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1012	40786	196.19
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	1012	40792	35.51
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	FEBRUARY 2026 - IT SERVICES	1012	40796	577.42
ADMINISTRATION	981	UTILITRA				878.48
ADMINISTRATION Total						
FINANCE	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	1013	40786	39.36
FINANCE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1013	40786	196.19
FINANCE	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	1013	40792	47.97
FINANCE	5583	SHRED-IT USA	SHREDDING - FINANCE	1013	40792	52.63
FINANCE	5998	SMARTBILL	WATER BILLS - POSTAGE	1013	40511	2,362.53

CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT
 COUNCIL MEETING DATE: 02/17/2026
 INVOICES DUE ON/BEFORE: 03/17/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
FINANCE	5998	SMARTBILL	WATER BILLS - PRINTING	1013	40742	754.81
FINANCE	981	UTILITRA	FEBRUARY 2026 - IT SERVICES	1013	40796	660.44
FINANCE Total						4,113.93
ANIMAL CONTROL	1002	PRO AUTOMOTIVE SERVICES	OIL CHANGE - CADET TRUCK	1014	40719	147.27
ANIMAL CONTROL Total						147.27
LEGAL	279	BASSETT LAW OFFICE	MONTHLY RETAINER	1015	40792	950.00
LEGAL	279	BASSETT LAW OFFICE	LEGAL SERVICES	1015	40721	749.25
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	770.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	100.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	200.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	180.00
LEGAL	6447	LASHLY & BAER, PC	LEGAL SERVICES	1015	40721	422.50
LEGAL	6393	MICHAEL J. DIAZ	LEGAL SERVICES	1015	40721	3,371.75
LEGAL Total						99.87
BUILDING & ZONING	4039	ACE HARDWARE OF BETHALTO	PLYWOOD, DECK SCREWS	1016	40589	127.59
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	SWAY BAR REPAIR KIT, CLEANER	1016	40529	88.34
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	SWAY BAR REPAIR KIT	1016	40529	98.10
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1016	40786	12.48
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	1016	40792	19.96
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	BIKE LOCK	1016	40599	49.90
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	TRASH GRABBER	1016	40589	154.89
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	CYAN,MAGENTA,YELLOW,BLACK INK	1016	40514	700.00
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	ANNUAL ESRI-JAN 2026-JAN 2027	1016	40792	303.34
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	FEBRUARY 2026 - IT SERVICES	1016	40796	29.99
BUILDING & ZONING	981	UTILITRA	TRASH LINERS	1016	40599	14.99
BUILDING & ZONING	119	WALTCO TOOLS, INC	GRABBER TOOL	1016	40589	64.98
BUILDING & ZONING	119	WALTCO TOOLS, INC	TRASH LINERS, GLOVES	1016	40589	13.98
BUILDING & ZONING	119	WALTCO TOOLS, INC	TRASH LINERS, GRABBER TOOL	1016	40589	1,778.41
BUILDING & ZONING Total						208.89
STREET LIGHTING	5966	ELAN FINANCIAL SERVICES	DEC 2025 - ROCK HILL TRAILS	1017	40788	134.00
STREET LIGHTING	5966	ELAN FINANCIAL SERVICES	DCE 2025 - GRAND VIEW HILLS	1017	40783	342.89
STREET LIGHTING Total						342.89

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 02/17/2026
INVOICES DUE ON/BEFORE: 03/17/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
CITY HALL MAINTENANCE	1245	CITY OF WOOD RIVER	111 N WR AVE - WATER	1019	40781	34.24
CITY HALL MAINTENANCE	348	CR SYSTEMS	PAPER TOWELS, TRASH LINERS	1019	40541	132.40
CITY HALL MAINTENANCE	5966	ELAN FINANCIAL SERVICES	INTERNET, PHONES	1019	40786	205.87
CITY HALL MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1019	40786	294.28
CITY HALL MAINTENANCE	6341	TANKS PEST CONTROL, LLC	PEST CONTROL - CITY HALL	1019	40752	24.00
CITY HALL MAINTENANCE Total						690.79
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	CONCRETE	1021	40538	226.38
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	SQUEEGEE	1021	40589	32.39
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	1021	40786	59.38
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	ANTIFREEZE	1021	40529	101.32
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	HEATER VALVE-2007 EXPLORER	1021	40529	19.04
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	GEAR OIL - LEAFER TRUCK	1021	40529	21.76
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	J BOLT - LEAF TRUCK	1021	40529	3.39
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BULBS,ANTIFREEZE,WASHER FLUID	1021	40529	97.81
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	WIPER BLADES,BRAKE CLEANER	1021	40529	89.50
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	THREAD CUTTING NUTS,PUSH NUTS	1021	40529	9.47
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BELT TENSIONER - 2012 SWEEPER	1021	40529	128.74
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	WIPER BLADES,FUEL&OIL FILTER	1021	40529	147.62
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	7 TON REVERSIBLE PULLER	1021	40589	64.99
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	SEALS,BRAKE PADS,GEAR OIL	1021	40529	190.29
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	FUEL FILTER	1021	40529	29.09
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	RETURN FUEL FILTER	1021	40529	(72.60)
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	OIL EXTRACTOR PUMP	1021	40589	22.49
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	SWAY BAR LINK,BRAKE PADS, OIL	1021	40529	198.99
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	COMPRESSION UNION	1021	40529	10.78
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BRAKE LINE,COMPRESSION UNION	1021	40529	23.54
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	RETURN BATTERY	1021	40529	(141.10)
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BATTERY	1021	40529	141.10
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	IGNITION COIL,SPARK PLUGS	1021	40529	565.33
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	RETURN SWITCH	1021	40529	(20.07)
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BATTERY BASE HOLD DOWN KIT	1021	40529	4.39
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	SWITCH	1021	40529	20.07

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STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	COMPRESSION FITTING	1021	40529	5.39
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	WINDSHIELD WASHER FLUID	1021	40529	16.74
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	1 S 14TH ST - INTERNET	1021	40786	222.24
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PENS, BLEACH AND GLUE	1021	40599	49.92
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	SPEED SENSOR, BACKUP ALARM	1021	40529	454.90
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	REAR VIEW MIRROR - TRUCK #3	1021	40529	470.00
STREET MAINTENANCE	5978	RUSH TRUCK CENTERS OF MISSOURI	SNOW TRUCK REPAIRS	1021	40719	1,371.68
STREET MAINTENANCE	981	UTILITRA	FEBRUARY 2026 - IT SERVICES	1021	40796	70.88
STREET MAINTENANCE	119	WALTCO TOOLS, INC	HARDWARE - LEAFER	1021	40529	9.69
STREET MAINTENANCE	119	WALTCO TOOLS, INC	1/2" TORQUE WRENCH	1021	40589	289.00
STREET MAINTENANCE	119	WALTCO TOOLS, INC	BRUSH, HANDLE	1021	40589	5.37
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SCREWS	1021	40529	8.97
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SCREWDRIVER BIT	1021	40589	3.00
STREET MAINTENANCE	119	WALTCO TOOLS, INC	SWITCH & GUARD	1021	40529	586.40
STREET MAINTENANCE	84	WOODY'S MUNICIPAL SUPPLY	TURN SIGNAL LIGHT	1021	40529	170.98
STREET MAINTENANCE	84	WOODY'S MUNICIPAL SUPPLY				5,709.25
STREET MAINTENANCE Total						37.64
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	ROUNDHOUSE STORAGE SHELVES	1024	40549	90.15
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	ROUNDHOUSE STORAGE SHELVES	1024	40549	38.34
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	ROUNDHOUSE STORAGE SHELVES	1024	40549	8.14
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	S 14TH ST - WATER	1024	40781	8.14
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	633 N WR AVE - WATER	1024	40781	8.14
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	100 WALCOTT - WATER	1024	40781	6.50
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	6TH ST PARK - WATER	1024	40781	118.08
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	1024	40786	75.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	12/19-1/18/2026-6TH ST PARK	1024	40786	22.62
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	COFFEE STIR STICKS-SENIOR CLUB	1024	40565	73.98
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	POPCORN BAGS	1024	40304	7.20
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	POSTAGE - MAIL LOST KEY	1024	40511	439.96
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	LIL KICKERS - SOCCER GOALS	1024	40307	20.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	MONTHLY - CHAT GPT	1024	40792	684.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	EASTER EGG HUNT SUPPLIES	1024	40303	18.98
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	EASTER EGG HUNT PRIZES	1024	40303	18.98

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PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	EASTER EGG HUNT PRIZES	1024	40303	38.98
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	40.90
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	58.96
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	19.11
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	10.92
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	25.78
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	7.43
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	22.60
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	15.39
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - MEAL - LAFFERTY	1024	40639	471.90
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	IPRA CONF - LODGING - LAFFERTY	1024	40639	80.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	GATEWAY GREEN CONF - LAFFERTY	1024	40659	80.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	GATEWAY GREEN CONF - MINOGUE	1024	40659	3,900.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	DADDY DAUGHTER DANCE 2/6/2026	1024	40303	278.41
PARKS AND RECREATION	4128	JULIA'S BANQUET CENTER	ROUNDHOUSE STORAGE SHELVES	1024	40549	343.46
PARKS AND RECREATION	1336	LOWE'S COMPANIES INCORPORATED	ROUNDHOUSE STORAGE SHELVES	1024	40549	650.00
PARKS AND RECREATION	1336	LOWE'S COMPANIES INCORPORATED	WINTERIZE-BELK PARK FOUNTAIN	1024	40792	18.00
PARKS AND RECREATION	6449	SHORELINE AQUATICS LLC	PEST CONTROL - 6TH ST PARK	1024	40752	12.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	PEST CONTROL - ROUNDHOUSE	1024	40752	12.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	SANDPAPER	1024	40549	61.99
PARKS AND RECREATION	119	WALTCO TOOLS, INC	SKIL 5" SANDER	1024	40549	16.00
PARKS AND RECREATION	119	WALTCO TOOLS, INC	BOLTS,HARDWARE3 - SHELVES	1024	40549	64.99
PARKS AND RECREATION	119	WALTCO TOOLS, INC	SAFETY JACKET, HARDWARE	1024	40549	7,885.69
PARKS AND RECREATION	119	WALTCO TOOLS, INC				
PARKS AND RECREATION Total						77.45
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	BATHROOM MAINT - BRUSHEY GROVE	1025	40549	80.98
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	CHAINSAW (2)	1025	40589	585.00
PARK MAINTENANCE	241	B & W HEATING & COOLING	HVAC INDUCER	1025	40792	8.14
PARK MAINTENANCE	1245	CITY OF WOOD RIVER	312 LINTON - WATER	1025	40781	6.50
PARK MAINTENANCE	1245	CITY OF WOOD RIVER	2551 RHR - WATER	1025	40781	84.50
PARK MAINTENANCE	348	CR SYSTEMS	PAPER TOWELS, CLEANERS	1025	40541	39.36
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	1025	40786	69.90
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	ANTIFREEZE	1025	40529	4.84
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	DUDE WIPES	1025	40541	

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PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	WINDSHIELD FLUID	1025	40529	29.34
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	SPARK PLUGS,SPEEDKNIT COOLMAX	1025	40529	32.18
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	O2 SENSOR, OIL & FUEL FILTER	1025	40529	92.40
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BATTERY	1025	40529	131.83
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	TRAILER LIGHT KIT	1025	40529	37.41
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BOBCAT OIL	1025	40529	28.70
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	312 LINTON - INTERNET	1025	40786	75.00
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BAND AIDS	1025	40519	16.14
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	TRAILER LIFT GATE ASSIST	1025	40529	78.99
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	TRAILER REPAIR	1025	40529	95.87
PARK MAINTENANCE	1336	LOWE'S COMPANIES INCORPORATED	TRAILER REPAIR	1025	40529	20.46
PARK MAINTENANCE	1336	LOWE'S COMPANIES INCORPORATED	TRAILER REPAIR	1025	40529	214.00
PARK MAINTENANCE	1112	SLAYDEN GLASS INCORPORATED	BOBCAT WINDOW REPAIR	1025	40719	1,808.99
PARK MAINTENANCE Total						540.40
POLICE	333	BUDGET SIGNS TROPHIES & PLAQUE	AWARDS	1027	40599	99.49
POLICE	1245	CITY OF WOOD RIVER	550 MADISON - WATER	1027	40781	143.44
POLICE	5709	CONSTELLATION NEW ENERGY, INC	9/25-10/24/2025-CONSTELLATION	1027	40783	444.75
POLICE	5709	CONSTELLATION NEW ENERGY, INC	10/24-11/25/2025-CONSTELLATION	1027	40783	196.17
POLICE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1027	40786	1,313.97
POLICE	5966	ELAN FINANCIAL SERVICES	550 MADISON - AMEREN	1027	40783	76.35
POLICE	5966	ELAN FINANCIAL SERVICES	PRISONER FOOD	1027	40592	43.14
POLICE	5966	ELAN FINANCIAL SERVICES	TOTES	1027	40549	28.85
POLICE	5966	ELAN FINANCIAL SERVICES	DOCKING STATION	1027	40511	16.94
POLICE	5966	ELAN FINANCIAL SERVICES	DONUTS-INVESTIGATIONS MEETING	1027	40659	6.58
POLICE	5966	ELAN FINANCIAL SERVICES	KLENEEX	1027	40599	121.50
POLICE	5966	ELAN FINANCIAL SERVICES	PRISONER FOOD	1027	40592	6.58
POLICE	5966	ELAN FINANCIAL SERVICES	WOOD HANGER	1027	40599	19.32
POLICE	5966	ELAN FINANCIAL SERVICES	KEYBOARD	1027	40519	29.82
POLICE	5966	ELAN FINANCIAL SERVICES	WINDSHIELD WASHER FLUID	1027	40599	29.26
POLICE	5966	ELAN FINANCIAL SERVICES	POSTAGE - RETURN ITEM	1027	40511	154.40
POLICE	5966	ELAN FINANCIAL SERVICES	LICENSE PLATE RENEWAL-4969	1027	40719	15.39
POLICE	5966	ELAN FINANCIAL SERVICES	WALL FILE ORGANIZER	1027	40519	39.19
POLICE	5966	ELAN FINANCIAL SERVICES	ACCORDION FILE FOLDER	1027	40519	

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POLICE	5966	ELAN FINANCIAL SERVICES	REPAIR DOCKING STATION	1027	40792	199.00
POLICE	5966	ELAN FINANCIAL SERVICES	EMPLOYMENT AD - POLICE OFFICER	1027	40779	75.00
POLICE	5966	ELAN FINANCIAL SERVICES	WALMART BUSINESS LUNCH	1027	40659	65.37
POLICE	5966	ELAN FINANCIAL SERVICES	BATTERIES,MIRANDA WARNING CARD	1027	40519	76.52
POLICE	6346	KATIE CASTELLI	REIMBURSE GAS PURCHASE	1027	40521	25.00
POLICE	6346	KATIE CASTELLI	CRMJ-148-801 FALL 2025	1027	40679	486.00
POLICE	6346	KATIE CASTELLI	CRMJ-256-80 FALL 2025	1027	40679	486.00
POLICE	6346	KATIE CASTELLI	POLS-131-80 FALL 2025	1027	40679	486.00
POLICE	6346	KATIE CASTELLI	SPCH-145-90 FALL 2025	1027	40679	486.00
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40594	934.16
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40594	340.16
POLICE	946	RAY O'HERRON COMPANY	BOOTS	1027	40594	162.92
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEM	1027	40594	82.99
POLICE	946	RAY O'HERRON COMPANY	STREET UNIFORMS - #104	1027	40594	365.05
POLICE	946	RAY O'HERRON COMPANY	PEST CONTROL - 550 MADISON	1027	40754	30.00
POLICE	6376	ROTTLER PEST CONTROL	JANUARY WEB SEARCHES	1027	40792	179.00
POLICE	5206	TRANSUNION RISK & ALTERNATIVE	ADJUST WRPD CAMERAS	1027	40792	600.00
POLICE	981	UTILITRA	FEBRUARY 2026 - IT SERVICES	1027	40796	4,358.07
POLICE	981	UTILITRA	COPIER LEASE	1027	40751	97.25
POLICE	5632	WELLS FARGO VENDOR FIN SERV				12,860.03
POLICE Total						65.10
FIRE	6246	AIRGAS USA, LLC	MEDICAL OXYGEN	1028	40551	500.58
FIRE	318	BOUND TREE MEDICAL LLC	IGEL AIRWAYS, GLOVES	1028	40551	86.44
FIRE	1245	CITY OF WOOD RIVER	501 E'VILLE RD - WATER	1028	40781	152.15
FIRE	2749	CLEARY'S SHOES & BOOTS	BOOTS - HORYN	1028	40594	87.00
FIRE	443	DATA TRONICS INCORPORATED	MAGNETIC MOUNTS - 4213	1028	40753	542.58
FIRE	443	DATA TRONICS INCORPORATED	CHARGERS - 4212	1028	40753	437.95
FIRE	5966	ELAN FINANCIAL SERVICES	INTERNET, PHONES	1028	40786	83.46
FIRE	5966	ELAN FINANCIAL SERVICES	DEC 2025 - CELL PHONE	1028	40786	217.44
FIRE	5966	ELAN FINANCIAL SERVICES	DEC 2025 - IPADS	1028	40753	709.00
FIRE	5966	ELAN FINANCIAL SERVICES	1/18-2/17/26 - 501 E'VILLE RD	1028	40786	27.98
FIRE	5966	ELAN FINANCIAL SERVICES	2026 WALL CALENDAR	1028	40519	47.98
FIRE	5966	ELAN FINANCIAL SERVICES	ELECTROLYTE MIX	1028	40593	

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FIRE	5966	ELAN FINANCIAL SERVICES	GATORADE STICKS	1028	40593	39.96
FIRE	5966	ELAN FINANCIAL SERVICES	WALL MOUNTED CABINET	1028	40519	62.89
FIRE	5966	ELAN FINANCIAL SERVICES	1003 MICRO CASE	1028	40529	36.88
FIRE	5966	ELAN FINANCIAL SERVICES	IFIA 2026 MEMBERSHIP	1028	40619	102.90
FIRE	5966	ELAN FINANCIAL SERVICES	PARAMEDIC ONLINE TRAINING	1028	40679	159.99
FIRE	5966	ELAN FINANCIAL SERVICES	WIRELESS MOUSE	1028	40519	9.99
FIRE	5966	ELAN FINANCIAL SERVICES	IDPH PARAMEDIC RENEWAL	1028	40679	41.00
FIRE	5966	ELAN FINANCIAL SERVICES	CLICKER,DESK PAD,DOOR WEDGE	1028	40519	111.47
FIRE	5966	ELAN FINANCIAL SERVICES	MABAS-IL TRAINING SUMMIT	1028	40659	375.00
FIRE	5966	ELAN FINANCIAL SERVICES	FIRE&LIFE SAFETY CONF-KAMP	1028	40659	360.15
FIRE	5966	ELAN FINANCIAL SERVICES	REPLACE GAS TANK - 4251	1028	40529	71.48
FIRE	5966	ELAN FINANCIAL SERVICES	GAS MONITORS (3) MEDICAL BAGS	1028	40589	404.63
FIRE	6066	MALLORY SAFETY & SUPPLY LLC	DOOR HARDWARE - FIRE DEPT	1028	40752	587.49
FIRE	5533	METRO LOCK & SECURITY	DIESEL - FIRE DEPARTMENT	1028	40521	8.61
FIRE	6310	MIDWEST PETROLEUM CO	ANTIFREEZE	1028	40529	39.98
FIRE	5192	O'REILLY AUTO PARTS	PLASTICWELD - 4251	1028	40529	11.49
FIRE	5192	O'REILLY AUTO PARTS	ANNUAL PM - 4214	1028	40719	908.73
FIRE	1518	SENTINEL EMERGENCY SOLUTIONS	FEBRUARY 2026 - IT SERVICES	1028	40796	898.04
FIRE	981	UTILITRA	DROP CLOTH	1028	40593	39.96
FIRE	119	WALTCO TOOLS, INC				7,228.30
FIRE Total			12/22-1/21/2026 PHONES	1040	40786	2,386.87
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	CELL PHONES	1040	40786	1,196.35
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	WEBINAR - PETRO	1040	40679	189.00
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	DISPATCH COPIER	1040	40751	203.50
POLICE COMMUNICATIONS	6320	FIRST CITIZENS BANK & TRUST				3,975.72
POLICE COMMUNICATIONS Total			FLOWABLE FILL-TYLER TIMMINS DR	2100	40554	1,674.00
MFT	4140	KIENSTRA - ILLINOIS				1,674.00
MFT Total			COUNSELING SERVICES	2300	40821	12.50
INSURANCE	6454	A NEW PERSPECTIVE, INC	INS PAYMENT - CRAWFORD	2300	40841	100.00
INSURANCE	423	BRIAN S CRAWFORD	INS PAYMENT - REVELLE	2300	40841	100.00
INSURANCE	3642	LEONARD REVELLE	INS PAYMENT - SABOLO	2300	40841	100.00
INSURANCE	2099	MICHAEL SABOLO				312.50
INSURANCE Total						312.50

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PUBLIC SERVICES ADMIN	2970	CAPITAL GAINS INCORPORATED	MGMT SERVICES 1/1-3/1/2026	3000	20381	519.75
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	INTERNET, PHONES	3000	40786	299.95
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	INTERNET, PHONES	3000	40786	8.56
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	BATTERY	3000	40529	130.00
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	THERMOSTAT HOUSING	3000	40529	70.00
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	POSTAGE-IEPA REPORT	3000	40511	10.48
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	APP INTERNET /FB POSTINGS	3000	40729	200.00
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	HANDRAIL-WR AVE & FERGUSON	3000	40599	4,000.00
PUBLIC SERVICES ADMIN	5354	IMPERIAL ORNAMENTAL METAL CO	APWA ANNUAL DUES-VELLOFF	3000	40619	30.00
PUBLIC SERVICES ADMIN	6491	MICHAEL VELLOFF	APWA LUNCHEON MEETING-VELLOFF	3000	40659	25.00
PUBLIC SERVICES ADMIN	6491	MICHAEL VELLOFF	WOOD RIVER CMAQ FY 26	3000	40725	3,750.00
PUBLIC SERVICES ADMIN	5204	OATES ASSOCIATES, INC	FEBRUARY 2026 - IT SERVICES	3000	40796	284.51
PUBLIC SERVICES ADMIN	981	UTILITRA	7" CHISEL, SANDING BLOCK	3000	40599	25.90
PUBLIC SERVICES ADMIN	119	WALTCO TOOLS, INC				9,354.15
PUBLIC SERVICES ADMIN Total						136.18
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	HOSE, NOZZLE, HEATER	3031	40589	29.67
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	FITTING, ELBOW, TAPE	3031	40531	32.39
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	FLOOR SCRAPER	3031	40589	4,320.00
WATER DISTRIBUTION	3381	EAST WEST GATEWAY COUNCIL	IL-143 SHARED USE PATH PH 1	3031	40725	135.43
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	3031	40786	186.11
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	WATER PUMP, THERMOSTAT, FILTER	3031	40529	422.20
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	BRAKE ROTOR,HOSE,BRAKE PADS	3031	40529	75.89
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	VACCUM CONNECTOR,ANTIFREEZE	3031	40529	(59.94)
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	RETURN ANTIFREEZE	3031	40529	95.94
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	ANTIFREEZE	3031	40529	(254.28)
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	RETURN ROTORS	3031	40529	288.38
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	ROTORS	3031	40529	39.56
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	EPOXY PUTTY STICKS	3031	40531	5,408.92
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	RADIO READS - LOAN PAYMENT	3031	40862	125,079.53
WATER DISTRIBUTION	5728	FIRST MID	RADIO READS - LOAN PAYMENT	3031	40869	5,725.00
WATER DISTRIBUTION	5728	FIRST MID	RADIO READS - LOAN PAYMENT	3031	40719	1,250.00
WATER DISTRIBUTION	3680	KAMADULSKI EXCAVATION	HYDRANT REPAIR-900 E'VILLE RD	3031	40719	1,250.00
WATER DISTRIBUTION	5204	OATES ASSOCIATES, INC	WOOD RIVER CMAQ FY 26	3031	40725	2,800.00
WATER DISTRIBUTION	6168	PACE ANALYTICAL SERVICES, LLC	PFAS TESTING	3031	40779	

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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
WATER DISTRIBUTION	981	UTILITRA	FEBRUARY 2026 - IT SERVICES	3031	40796	70.88
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	GLOVES	3031	40531	21.98
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	GLOVES	3031	40531	17.97
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	GLOVES, CAP	3031	40531	30.97
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	GLOVES	3031	40531	14.99
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	BROOM, TROWEL	3031	40589	49.33
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	EPOXY, CLAMPS	3031	40531	27.15
WATER DISTRIBUTION Total						145,944.25
WATER PLANT	14	ALL TYPE COMPRESSOR	PUMP REPAIR	3032	40719	334.50
WATER PLANT	5966	ELAN FINANCIAL SERVICES	12/11-1/10/2026 SCADA INTERNET	3032	40786	208.19
WATER PLANT	873	MISSISSIPPI LIME COMPANY	QUICKLIME	3032	40553	7,940.52
WATER PLANT	873	MISSISSIPPI LIME COMPANY	QUICKLIME DELIVERY	3032	40798	1,085.96
WATER PLANT	6007	S J ELECTRO SYSTEMS INC	SCADA - JAN,FEB,MAR 2026	3032	40796	582.00
WATER PLANT	4557	TITAN INDUSTRIAL CHEMICALS LLC	WEED KILLER, HAND SOAP	3032	40531	787.96
WATER PLANT	5115	USA BLUEBOOK	TESTING SUPPLIES	3032	40551	288.12
WATER PLANT	981	UTILITRA	FEBRUARY 2026 - IT SERVICES	3032	40796	70.88
WATER PLANT Total						11,298.13
SEWER REVENUES	2970	CAPITAL GAINS INCORPORATED	MGMT SERVICES 1/1-3/1/2026	4000	20381	98.44
SEWER REVENUES	5966	ELAN FINANCIAL SERVICES	E-MANIFEST FEES	4000	20303	1,375.00
SEWER REVENUES Total						1,473.44
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	TORCH FUEL	4041	40531	17.98
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	SUMP PUMP	4041	40589	215.99
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	NAILS	4041	40531	8.09
SEWER COLLECTIONS	4039	ACE HARDWARE OF BETHALTO	PAINT ROLLERS	4041	40531	10.78
SEWER COLLECTIONS	5966	ELAN FINANCIAL SERVICES	DEC 2025 - RHR LIFT STATION	4041	40783	281.90
SEWER COLLECTIONS	5391	ILLINOIS EPA C/O AMALGAMATED	MARCH 2026 - SEWER SEP	4041	40863	203,988.63
SEWER COLLECTIONS	5391	ILLINOIS EPA C/O AMALGAMATED	MARCH 2026 - SEWER SEP	4041	40862	21,383.52
SEWER COLLECTIONS	1336	LOWE'S COMPANIES INCORPORATED	DOWNSPOUTS-6TH ST PUMP HOUSE	4041	40599	48.77
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	KROIL SPRAY,SCOURING PADS	4041	40531	46.95
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	LIGHT BULB	4041	40531	19.98
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	TUBING, WIRE TERMINAL	4041	40531	18.98
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	COUPLING, BUSHING	4041	40531	6.48
SEWER COLLECTIONS Total						226,048.05

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 02/17/2026
INVOICES DUE ON/BEFORE: 03/17/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
SEWER PLANT	1004	VEOLIA WATER NORTH AMERICA	MARCH 2026 - CONTRACT OPS	4042	40792	88,806.00
SEWER PLANT Total						88,806.00
SEWER CAPITAL TRUST	2970	CAPITAL GAINS INCORPORATED	MGMT SERVICES 1/1-3/1/2026	4095	20381	937.59
SEWER CAPITAL TRUST Total						937.59
EPA CAPITAL TRUST	2970	CAPITAL GAINS INCORPORATED	MGMT SERVICES 1/1-3/1/2026	4098	20381	1,119.22
EPA CAPITAL TRUST Total						1,119.22
REFUSE	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	4949	40799	25.13
REFUSE Total						25.13
GOLF MAINTENANCE	4731	CLOVERLEAF	MARCH 2026 - GC MAINTENANCE	5051	40792	38,070.84
GOLF MAINTENANCE Total						38,070.84
GOLF CLUBHOUSE	4039	ACE HARDWARE OF BETHALTO	CLUBHOUSE ICE MELT	5052	40549	53.97
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK RD - WATER	5052	40781	12.22
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	CLUBHOUSE - WATER	5052	40781	8.14
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	N BATHROOM - WATER	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	N PAVILION - WATER	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK BATHROOM - WATER	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	DRINK FOUNTAIN - WATER	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	S BATHROOM - WATER	5052	40781	8.14
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK OASIS - WATER	5052	40781	39.36
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	VERIZON 12/11-1/10/2026	5052	40786	27.97
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	OUTDOOR EXTENSION CORD	5052	40549	85.00
GOLF CLUBHOUSE	669	ILLINOIS DEPARTMENT OF REVENUE	JANUARY 2026 SALES TAX	5052	40573	69.00
GOLF CLUBHOUSE	6056	TIGER HOSTING	INTERNET BELK PARK	5052	40786	336.30
GOLF CLUBHOUSE Total						96.00
GOLF CONCESSIONS	669	ILLINOIS DEPARTMENT OF REVENUE	JANUARY 2026 SALES TAX	5053	40573	96.00
GOLF CONCESSIONS Total						96.00
CID	5966	ELAN FINANCIAL SERVICES	HOLLYWOOD RIVER BUSINESS LUNCH	8700	40860	104.70
CID	6363	GOVERNMENTAL CONSULTING	CONSULTING - 1/9-2/8/2026	8700	40860	3,000.00
CID Total						3,104.70
NHR SALES TAX	3780	GONZALEZ COMPANIES LLC	STATE ST SEWER SEP	8900	40904	8,242.40
NHR SALES TAX	3780	GONZALEZ COMPANIES LLC	9TH STREET DETENTION POND	8900	40903	9,345.00
NHR SALES TAX	3680	KAMADULSKI EXCAVATION	CHESSEN-OLD E'VILLE RD 26-4	8900	40916	231,940.00
NHR SALES TAX Total						249,527.40

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
COUNCIL MEETING DATE: 02/17/2026
INVOICES DUE ON/BEFORE: 03/17/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
RECREATION CENTER	6305	ACTIVE NETWORK	ANNUAL - ACTIVE NET	9000	40792	4,675.65
RECREATION CENTER	1245	CITY OF WOOD RIVER	655 N WR AVE - WATER	9000	40781	151.69
RECREATION CENTER	6439	ECO FIT EQUIPMENT LLC	FITNESS BIKE REPAIR	9000	40752	840.75
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	INTERNET, PHONES	9000	40786	1,109.00
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	CONCESSIONS	9000	40304	274.75
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	FACIAL TISSUE	9000	40541	14.98
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	RETURN FITNESS CLASS EQUIPMENT	9000	40565	(69.98)
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	FLOOR POLISH	9000	40549	28.17
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	SODA	9000	40304	85.84
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	GYMNASTICS CHALK	9000	40301	15.98
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	FITNESS CLASS EQUIPMENT	9000	40565	69.98
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	POPCORN BAGS	9000	40304	36.99
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	CARD PRINTER CLEANING KIT	9000	40751	86.65
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	DUST MOP	9000	40549	47.94
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	DISINFECTING WIPES	9000	40549	160.48
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	DUST MOP	9000	40549	47.95
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	WEIGHT ROOM - STRAIGHT BAR	9000	40565	24.38
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	FITNESS CLASS EQUIPMENT	9000	40565	31.49
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	CONCESSIONS	9000	40304	58.22
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	NERF NIGHT SAFETY GLASSES	9000	40565	48.40
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	NERF NIGHT PIZZA	9000	40565	86.88
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	BATH TISSUE	9000	40541	84.30
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	MULTI FOLD HAND TOWELS	9000	40541	103.47
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	JANUARY 2026 SALES TAX	9000	40573	130.00
RECREATION CENTER	669	ILLINOIS DEPARTMENT OF REVENUE	VOLLEYBALL PAYROLL	9000	40313	100.00
RECREATION CENTER	6392	KYLEN JENNA JOHNSON	VOLLEYBALL PAYROLL	9000	40313	100.00
RECREATION CENTER	6477	STEPHEN ERSLOH	PEST CONTROL - REC CENTER	9000	40752	66.00
RECREATION CENTER	6341	TANKS PEST CONTROL, LLC	FEBRUARY 2026 - IT SERVICES	9000	40796	679.92
RECREATION CENTER	981	UTILITRA				
RECREATION CENTER Total						9,089.88
Grand Total						845,216.97

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City of Wood River
 Statement of Revenues and Expenditures
 Period Ending
 January 31, 2026

	General Fund		Water Fund		Sewer Fund		Golf Course Fund	
	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual
Revenues:								
Property Taxes	14,163	294,086	-	-	-	-	-	-
Other Major Tax Sources	653,876	5,437,258	-	-	-	-	-	-
Licenses and Permits	8,246	69,700	-	-	-	-	-	-
Miscellaneous Revenues	32,170	409,665	17,288	990,064	2,833	34,119	4,367	56,519
Service Revenues	-	-	160,602	1,589,941	165,780	2,303,398	-	-
Service Charges & Fees	144,495	695,236	-	-	-	-	-	-
Fees	-	-	-	-	-	-	3,299	505,864
Cards and Passes	-	-	-	-	-	-	3,285	28,040
Cart Rental	-	-	-	-	-	-	1,016	163,546
Concessions	-	-	-	-	-	-	2,032	180,670
Non-Revenue Receipts	130,733	563,454	-	-	-	-	-	-
Recreation Fees	7,661	50,105	-	-	-	-	-	-
Restricted Police Funds	1,025	44,224	-	-	-	-	-	-
Total Revenues	992,370	7,563,728	177,890	2,580,005	168,613	2,337,517	13,949	934,639
Expenditures:								
Legislative Dept	5,418	57,257	-	-	-	-	-	-
Administrative Dept	51,905	351,002	-	-	-	-	-	-
Finance Dept	71,085	397,549	-	-	-	-	-	-
Animal Control Dept	2,957	21,953	-	-	-	-	-	-
Legal Dept	14,957	118,037	-	-	-	-	-	-
Building and Zoning Dept	38,545	285,509	-	-	-	-	-	-
Street Lighting Dept	10,565	88,720	-	-	-	-	-	-
Capital Improvement Dept	-	-	-	-	-	-	-	-
City Hall Maint. Dept	3,633	27,978	-	-	-	-	-	-
Street Dept	15,225	351,029	-	-	-	-	-	-
Parks and Rec Dept	55,983	320,906	-	-	-	-	-	-
Park Maint. Dept	41,525	358,601	-	-	-	-	-	-
Disaster Preparedness	1,353	22,504	-	-	-	-	-	-
Police Restricted Funds	-	1,152	-	-	-	-	-	-
Police Dept	325,424	2,072,474	-	-	-	-	-	-
Fire Dept	211,843	1,545,418	-	-	-	-	-	-
Police Comm. Dept	125,884	976,564	-	-	-	-	-	-
Golf Maint. Dept	-	-	-	-	-	-	77,909	793,855
Golf Clubhouse	-	-	-	-	-	-	25,375	410,322
Golf Concessions Dept	-	-	127,484	359,511	-	-	618	69,084
Public Works Admin. Dept	-	-	80,706	804,146	-	-	-	-
Water Distribution Dept	-	-	95,508	919,103	-	-	-	-
Water Plant Dept	-	-	-	-	-	-	-	-
Capital Trust	-	-	-	-	-	-	-	-
Sewer Collection	-	-	-	-	154,595	1,146,205	-	-
Sewer Plant	-	-	-	-	159,633	1,218,971	-	-
Total Expenditures	975,702	6,996,653	303,698	2,082,750	314,228	2,365,176	103,902	1,293,261
Revenues Over/(Under) Expenditures	16,668	567,075	(125,808)	497,245	(145,615)	(27,659)	(89,953)	(358,622)

City of Wood River
Statement of Revenues and Expenditures
Period Ending
January 31, 2026

	Motor Fuel Tax		Insurance Fund		Retirement Fund		Refuse Fund	
	CP	YTD	CP	YTD	CP	YTD	CP	YTD
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Revenues:								
Property Taxes	-	-	11,906	247,217	1,571	32,618	4,026	83,608
Taxes	42,363	363,779	-	-	10,768	58,632	-	-
Other Major Tax Sources	-	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-	-
Miscellaneous Revenues	3,306	38,921	147,521	1,335,314	653	4,512	2,218	23,079
Service Revenues	-	-	-	-	-	-	77,238	685,487
Service Charges & Fees	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-
Cards and Passes	-	-	-	-	-	-	-	-
Electric Cars	-	-	-	-	-	-	-	-
Concessions	-	-	-	-	-	-	-	-
Pool Admissions	-	-	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-	-	-
Recreation Fees	-	-	-	-	-	-	-	-
Non-Revenue Receipts	-	-	-	-	-	-	-	-
Total Revenues	45,669	402,700	159,427	1,582,531	12,992	95,762	83,482	792,174
Expenditures:								
Personnel	-	-	-	-	-	-	2,829	18,840
Materials and Supplies	(319,885)	25,158	-	-	-	-	-	-
Dues/Subscr/Training	-	-	-	-	-	-	88,342	690,648
Services	114,382	210,224	-	-	-	-	-	-
Miscellaneous	-	-	139,309	1,735,984	-	-	-	-
Capital	-	-	-	-	-	-	-	-
Total Expenditures	(205,503)	235,382	139,309	1,735,984	-	-	91,171	709,488
Revenues Over/(Under) Expenditures	251,172	167,318	20,118	(153,453)	12,992	95,762	(7,689)	82,686

City of Wood River
Statement of Revenues and Expenditures
Period Ending
January 31, 2026

	Westside BD		Riverbend BD #3		TIF #3		Riverbend BD #4		Riverbend BD #1		Cap Improve. & Develop.	
	CP	YTD	CP	YTD	CP	YTD	CP	YTD	CP	YTD	CP	YTD
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Revenues:												
Property Taxes	-	-	-	-	18,736	460,585	-	-	-	-	-	-
Taxes	57	4,996	3,862	32,798	-	-	2,087	22,929	51,115	447,334	63,906	485,591
Other Major Tax Sources	-	-	-	-	-	-	-	-	-	-	-	-
American Rescue Plan	-	-	-	-	-	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Revenues	11	127	477	4,301	2,011	18,311	422	3,898	6,825	62,033	425,651	556,969
Service Revenues	-	-	-	-	-	-	-	-	-	-	-	-
Service Charges & Fees	-	-	-	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Fees	-	-	-	-	-	-	-	-	-	-	-	-
Non-Revenue Receipts	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	68	5,123	4,339	37,099	20,747	478,896	2,509	26,827	57,940	509,367	489,557	1,042,560
Expenditures:												
Personnel	-	-	-	-	-	-	-	-	-	-	-	-
Materials and Supplies	-	-	-	-	-	-	-	-	-	-	368,453	372,284
Dues/Subscr/Training	-	-	-	-	-	660	-	-	-	-	73,237	97,765
Services	-	-	-	-	-	-	-	-	-	-	3,033	51,091
Miscellaneous	2,473	5,815	-	-	-	-	-	-	-	-	-	-
Debt Payments	-	-	-	-	-	-	-	-	-	-	464,074	660,281
Capital	-	-	-	-	-	-	-	-	-	-	-	-
TIF Reimbursements	-	-	-	-	90,205	416,223	-	-	-	-	-	-
East Side Detention	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Center	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Center - Loan Service	-	-	-	-	-	-	-	-	-	-	-	-
Sixth Street Retention	-	-	-	-	-	-	-	-	-	-	-	-
Sewer Separation - Loan Service	-	-	-	-	-	-	-	-	-	-	-	-
State Street Sewer Sep	-	-	-	-	-	-	-	-	-	-	-	-
East End Park/14th St Park	-	-	-	-	-	-	-	-	-	-	-	-
Round House Repairs	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk Repairs & Replacements	-	-	-	-	-	-	-	-	-	-	-	-
Alton/Edwardsville Rd	-	-	-	-	-	-	-	-	-	-	-	-
Downtown Improvements	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-
Water Tower Painting	-	-	-	-	-	-	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-	-	-	908,797	1,201,391
Total Expenditures	2,473	5,815	-	-	90,205	416,873	-	-	-	-	-	-
Revenues Over/(Under) Expenditures	(2,405)	(692)	4,339	37,099	(69,458)	62,023	2,509	26,827	57,940	509,367	(419,240)	(158,831)

City of Wood River
Statement of Revenues and Expenditures
Period Ending
January 31, 2026

	Non-Home Rule Sales Tax		Recreation Center Fund		Sewer Capital Trust		Sewer EPA Capital Trust		PFAS Settlement Fund	
	CP	YTD	CP	YTD	CP	YTD	CP	YTD	CP	YTD
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Revenues:										
Property Taxes	-	-	-	-	-	-	-	-	-	-
Taxes	188,781	1,617,018	-	-	-	-	-	-	-	-
Other Major Tax Sources	-	-	-	-	-	-	-	-	-	-
American Rescue Plan	-	-	-	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-	-	-	-
Miscellaneous Revenues	25,944	604,753	56,857	61,965	4,223	40,552	5,039	48,391	2,939	8,495
Service Revenues	-	-	-	-	-	-	-	-	-	-
Service Charges & Fees	-	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-	-	-	-	-
Recreation Fees	-	-	45,688	313,979	-	-	-	-	-	-
Non-Revenue Receipts	-	-	-	-	-	-	-	-	-	-
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-
Total Revenues	214,725	2,221,771	102,545	375,944	4,223	40,552	5,039	48,391	2,939	8,495
Expenditures:										
Personnel	-	-	33,653	284,776	-	-	-	-	-	-
Materials and Supplies	-	-	140	9,142	-	-	-	-	-	-
Dues/Subscr/Training	-	-	-	-	-	-	-	-	-	-
Services	-	-	8,798	57,794	-	-	-	-	-	-
Miscellaneous	-	-	10,103	10,923	-	-	-	-	-	-
Debt Payments	-	-	-	-	-	-	-	-	-	-
Capital	-	-	56,198	70,496	-	-	-	-	-	-
TIF Reimbursements	-	-	-	-	-	-	-	-	-	-
East Side Detention	3,623	81,744	-	-	-	-	-	-	-	-
Recreation Center	-	-	5,342	30,180	-	-	-	-	-	-
Recreation Center - Loan Service	-	690,521	-	-	-	-	-	-	-	-
Sixth Street Retention	(14,013)	50,813	-	-	-	-	-	-	-	-
Sewer Separation - Loan Service	-	120,380	-	-	-	-	-	-	-	-
State Street Sewer Sep	23,147	438,476	-	-	-	-	-	-	-	-
East End Park/14th St Park	-	-	-	-	-	-	-	-	-	-
Round House Repairs	-	-	-	-	-	-	-	-	-	-
Sidewalk Repairs & Replacements	-	34,898	-	-	-	-	-	-	-	-
Alton/Edwardsville Rd	(55,857)	1,680	-	-	-	-	-	-	-	-
Downtown Improvements	10,075	482,697	-	-	-	-	-	-	-	-
Contingency	-	112,578	-	-	-	-	-	-	-	-
Water Tower Painting	-	-	-	-	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-	-	-
Total Expenditures	(33,025)	2,013,787	114,234	463,311	-	-	-	-	-	-
Revenues Over/(Under) Expenditures	247,750	207,984	(11,689)	(87,367)	4,223	40,552	5,039	48,391	2,939	8,495

City of Wood River
Statement of Revenues and Expenditures
Period Ending
January 31, 2026

	Library Fund		Police Pension		Fire Pension	
	CP	YTD	CP	YTD	CP	YTD
	Actual	Actual	Actual	Actual	Actual	Actual
Revenues:						
Property Taxes	16,932	351,774	37,627	781,310	23,530	488,597
Taxes	6,564	35,741	-	-	-	-
Other Major Tax Sources	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-
Miscellaneous Revenues	790	6,277	391,249	2,445,876	52,979	1,291,452
Service Revenues	-	-	-	-	-	-
Service Charges & Fees	-	-	-	-	-	-
Fees	2,274	30,151	-	-	-	-
Cards and Passes	-	-	-	-	-	-
Electric Cars	-	-	-	-	-	-
Concessions	-	-	-	-	-	-
Pool Admissions	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-
Recreation Fees	-	-	-	-	-	-
Non-Revenue Receipts	-	58,134	-	-	-	-
Total Revenues	26,560	482,077	428,876	3,227,186	76,509	1,780,049
Expenditures:						
Personnel	40,667	292,959	-	-	-	-
Materials and Supplies	2,796	43,988	-	-	-	-
Dues/Subscr/Training	1,234	1,660	-	2,200	-	825
Services	2,471	31,333	3,197	13,130	-	2,880
Miscellaneous	237	2,131	101,339	899,679	60,379	533,425
Capital	2,680	172,921	-	-	-	-
Total Expenditures	50,085	544,992	104,536	915,009	60,379	537,130
Revenues Over/(Under) Expenditures	(23,525)	(62,915)	324,340	2,312,177	16,130	1,242,919

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 JANUARY 31, 2026

	Beginning Balance	Total Debits	Total Credits	Ending Balance
GENERAL FUND				
UNRESTRICTED CASH				
10-00-0-0011 MONEY MARKET	3,712,903.57	974,239.34	969,141.89	3,718,001.02
10-00-0-0013 BUSEY BANK MONEY MARKET	160,497.22	332.33	-	160,829.55
10-00-0-0015 PETTY CASH	1,300.00	-	-	1,300.00
10-00-0-0019 CARROLLTON BANK MONEY MARKET	227,244.80	495.92	-	227,740.72
10-00-0-0066 AP CLEARING	92,500.00	-	-	92,500.00
TOTAL UNRESTRICTED CASH	4,194,445.59	975,067.59	969,141.89	4,200,371.29
UNRESTRICTED INVESTMENTS				
10-00-0-0061 IMET	1,523,371.00	3,252.99	-	1,526,623.99
TOTAL UNRESTRICTED INVESTMENTS	1,523,371.00	3,252.99	-	1,526,623.99
TOTAL UNRESTRICTED CASH AND INVESTMENTS	5,717,816.59	978,320.58	969,141.89	5,726,995.28
ASSIGNED AND RESTRICTED CASH				
10-00-0-0017 RECREATION PROGRAMS CASH	107,825.13	7,660.91	1,197.35	114,288.69
10-00-0-0018 RESTRICTED POLICE FUNDS	165,516.56	1,025.14	-	166,541.70
TOTAL ASSIGNED AND RESTRICTED CASH	273,341.69	8,686.05	1,197.35	280,830.39
CAPITAL IMPROVEMENTS AND DEVELOPMENT FUND				
UNRESTRICTED CASH				
87-00-0-0011 MONEY MARKET	1,066,538.32	77,412.44	498,574.79	645,375.97
TOTAL UNRESTRICTED CASH	1,066,538.32	77,412.44	498,574.79	645,375.97
UNRESTRICTED INVESTMENTS				
87-00-0-0061 IMET	900,647.98	1,923.23	-	902,571.21
TOTAL UNRESTRICTED INVESTMENTS	900,647.98	1,923.23	-	902,571.21
TOTAL UNRESTRICTED CASH AND INVESTMENTS	1,967,186.30	79,335.67	498,574.79	1,547,947.18
RESTRICTED CASH				
87-00-0-0013 AMERICAN RESCUE PLAN	-	-	-	-
TOTAL RESTRICTED CASH	-	-	-	-

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 JANUARY 31, 2026

RESTRICTED CASH AND INVESTMENTS-SPECIAL REVENUE FUNDS

<u>MOTOR FUEL TAX</u>			
CASH			1,410,417.64
21-00-0-0011	MONEY MARKET	251,171.84	-
TOTAL CASH		<u>251,171.84</u>	<u>1,410,417.64</u>

<u>INSURANCE FUND</u>			
CASH			391,854.30
23-00-0-0011	MONEY MARKET	139,309.03	-
TOTAL CASH		<u>139,309.03</u>	<u>391,854.30</u>

<u>RETIREMENT FUND</u>			
CASH			193,649.67
24-00-0-0011	MONEY MARKET	12,991.41	-
TOTAL CASH		<u>12,991.41</u>	<u>193,649.67</u>

<u>REFUSE</u>			
CASH			393,368.58
49-00-0-0011	MONEY MARKET	91,902.39	-
49-00-0-0015	PETTY CASH	-	50.00
TOTAL CASH		<u>91,902.39</u>	<u>393,418.58</u>

<u>WESTSIDE BUSINESS DISTRICT</u>			
CASH			3,384.82
61-00-0-0011	MONEY MARKET	2,473.45	-
TOTAL CASH		<u>2,473.45</u>	<u>3,384.82</u>

<u>RIVERBEND BUSINESS DISTRICT #3</u>			
CASH			169,801.40
62-00-0-0011	MONEY MARKET	4,338.77	-
TOTAL CASH		<u>4,338.77</u>	<u>169,801.40</u>

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 JANUARY 31, 2026

<u>TIF #3</u>					
CASH					
81-00-0-0011	MONEY MARKET	711,683.97	20,747.41	90,205.00	642,226.38
TOTAL CASH		<u>711,683.97</u>	<u>20,747.41</u>	<u>90,205.00</u>	<u>642,226.38</u>
<u>RIVERBEND BUSINESS DISTRICT #4</u>					
CASH					
85-00-0-0011	MONEY MARKET	146,264.96	2,508.84	-	148,773.80
TOTAL CASH		<u>146,264.96</u>	<u>2,508.84</u>	-	<u>148,773.80</u>
<u>RIVERBEND BUSINESS DISTRICT #1</u>					
CASH					
86-00-0-0011	MONEY MARKET	2,367,306.33	57,940.71	-	2,425,247.04
TOTAL CASH		<u>2,367,306.33</u>	<u>57,940.71</u>	-	<u>2,425,247.04</u>
<u>NON-HOME RULE SALES TAX</u>					
CASH					
89-00-0-0011	MONEY MARKET	5,870,608.03	251,373.00	3,623.40	6,118,357.63
TOTAL CASH		<u>5,870,608.03</u>	<u>251,373.00</u>	<u>3,623.40</u>	<u>6,118,357.63</u>
<u>RECREATION CENTER FUND</u>					
UNRESTRICTED CASH					
90-00-0-0011	MONEY MARKET	173,287.35	47,223.99	58,913.62	161,597.72
90-00-0-0015	PETTY CASH	150.00	-	-	150.00
TOTAL UNRESTRICTED CASH		<u>173,437.35</u>	<u>47,223.99</u>	<u>58,913.62</u>	<u>161,747.72</u>
<u>CASH HELD IN ENTERPRISE FUNDS</u>					
<u>WATER FUND</u>					
CASH					
30-00-0-0011	MONEY MARKET	301,844.85	179,406.31	304,618.59	176,632.57
TOTAL CASH		<u>301,844.85</u>	<u>179,406.31</u>	<u>304,618.59</u>	<u>176,632.57</u>
<u>INVESTMENTS - PFAS SETTLEMENT FUND</u>					
30-00-0-0062	CAPITAL GAINS	823,844.85	2,343.62	-	826,188.47
TOTAL INVESTMENTS		<u>823,844.85</u>	<u>2,343.62</u>	-	<u>826,188.47</u>
TOTAL CASH AND INVESTMENTS		1,125,689.70	181,749.93	304,618.59	1,002,821.04

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
JANUARY 31, 2026

<u>SEWER FUND</u>			
CASH			
40-00-0-0011	MONEY MARKET	168,055.70	314,824.46
TOTAL CASH		<u>168,055.70</u>	<u>314,824.46</u>
<u>INVESTMENTS</u>			
40-00-0-0061	IMET	709.98	333,190.03
40-00-0-0062	CAPITAL GAINS	443.42	156,495.91
TOTAL INVESTMENTS		<u>1,153.40</u>	<u>489,685.94</u>
TOTAL CASH AND INVESTMENTS		<u>169,209.10</u>	<u>314,824.46</u>
<u>SEWER CAPITAL TRUST</u>			
CASH			
40-95-0-0011	C/TRUST MONEY MARKET	-	11,958.97
TOTAL CASH		<u>-</u>	<u>11,958.97</u>
<u>INVESTMENTS</u>			
40-95-0-0062	C/TRUST CAPITAL GAINS	4,223.33	1,490,274.35
TOTAL INVESTMENTS		<u>4,223.33</u>	<u>1,490,274.35</u>
TOTAL CASH AND INVESTMENTS		<u>4,223.33</u>	<u>1,502,233.32</u>
<u>EPA SEWER CAPITAL TRUST</u>			
CASH			
40-98-0-0011	EPA C/IT MONEY MARKET	-	122,284.61
TOTAL CASH		<u>-</u>	<u>122,284.61</u>
<u>INVESTMENTS</u>			
40-98-0-0062	EPA C/IT CAPITAL GAINS	5,039.08	1,778,619.67
TOTAL INVESTMENTS		<u>5,039.08</u>	<u>1,778,619.67</u>
TOTAL CASH AND INVESTMENTS		<u>5,039.08</u>	<u>1,900,904.28</u>
<u>GOLF COURSE FUND</u>			
CASH			
50-00-0-0011	MONEY MARKET	12,329.48	69,072.21
50-00-0-0015	PETTY CASH	-	750.00
TOTAL CASH		<u>12,329.48</u>	<u>69,822.21</u>

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
JANUARY 31, 2026

SUMMARY:

UNRESTRICTED: GENERAL AND CAPITAL IMPROVEMENTS AND DEVELOPMENT FUND	7,274,942.46
ASSIGNED: RECREATION PROGRAMS	114,288.69
RESTRICTED: POLICE FUNDS-GRANTS AND SEIZURES FUNDS	166,541.70
SPECIAL REVENUES	12,058,878.98
PFAS SETTLEMENT FUND	826,188.47
ENTERPRISE FUNDS:	4,502,741.33

CITY OF WOOD RIVER
CASH AND INVESTMENT REPORT
PERIOD ENDING:
JANUARY 31, 2026

CASH HELD BY OTHERS

<u>POLICE PENSION FUND</u>			
<u>CASH AND INVESTMENTS</u>			
91-00-0-0060	BUSEY BUSEY CHECKING	262,104.50	135,278.32
91-00-0-0063	BUSEY BANK INVESTMENT	520,125.02	1,389.39
91-00-0-0064	IPOPIF	13,898,379.56	-
		369,381.40	14,267,760.96
	TOTAL CASH AND INVESTMENTS	461,008.35	136,667.71
			15,004,949.72

FIRE PENSION FUND

<u>CASH</u>			
92-00-0-0011	MONEY MARKET	336,928.99	59,461.23
	TOTAL CASH	32,538.91	59,461.23
			310,006.67

INVESTMENTS

92-00-0-0060	COMMERCIAL INVESTMENTS	8,637,138.75	-
	TOTAL INVESTMENTS	43,052.49	-
			8,680,191.24
	TOTAL CASH AND INVESTMENTS	75,591.40	59,461.23
			8,990,197.91

LIBRARY OPERATING

<u>CASH</u>			
25-00-0-0011	MONEY MARKET	276,818.97	50,084.16
25-00-0-0014	FIRST MID AMERICA CREDIT UNION	13.76	13.76
25-00-0-0015	PETTY CASH	245.00	245.00
25-00-0-0028	SPECIAL RESERVES	256,644.86	-
	TOTAL CASH	533,722.59	50,084.16
		26,560.05	257,384.73
			510,198.48

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 JANUARY 31, 2026

	Beginning Balance	Total Debits	Total Credits	Ending Balance
TOTAL GENERAL FUND	5,991,158.28	987,006.63	970,339.24	6,007,825.67
TOTAL CAPITAL IMPROVEMENT AND DEVELOPMENT FUND	1,967,186.30	79,335.67	498,574.79	1,547,947.18
TOTAL MFT FUND	1,159,245.80	251,171.84	0.00	1,410,417.64
TOTAL INSURANCE FUND	371,736.88	159,426.45	139,309.03	391,854.30
TOTAL RETIREMENT FUND	180,658.26	12,991.41	0.00	193,649.67
TOTAL REFUSE FUND	401,106.85	84,214.12	91,902.39	393,418.58
TOTAL WESTSIDE BUSINESS DISTRICT FUND	5,789.91	68.36	2,473.45	3,384.82
TOTAL RIVERBEND BUSINESS DISTRICT #3 FUND	165,462.63	4,338.77	0.00	169,801.40
TOTAL TIF #3 FUND	711,683.97	20,747.41	90,205.00	642,226.38
TOTAL RIVERBEND BUSINESS DISTRICT #4 FUND	146,264.96	2,508.84	0.00	148,773.80
TOTAL RIVERBEND BUSINESS DISTRICT #1 FUND	2,367,306.33	57,940.71	0.00	2,425,247.04
TOTAL NON-HOME RULE SALES TAX FUND	5,870,608.03	251,373.00	3,623.40	6,118,357.63
TOTAL RECREATION CENTER FUND	173,437.35	47,223.99	58,913.62	161,747.72
TOTAL WATER FUND	301,844.85	179,406.31	304,618.59	1,002,821.04
TOTAL SEWER FUND	4,392,639.50	178,471.51	314,824.46	4,256,286.55
TOTAL GOLF FUND	159,775.07	12,329.48	102,282.34	69,822.21
TOTAL POLICE PENSION FUND	14,680,609.08	461,008.35	136,667.71	15,004,949.72
TOTAL FIRE PENSION FUND	8,974,067.74	75,591.40	59,461.23	8,990,197.91
TOTAL LIBRARY FUND	533,722.59	26,560.05	50,084.16	510,198.48

6

ORDINANCE NO.

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. Louis Road on the west. District 2 shall be all other areas of the City of Wood River not included in District 1.

(B) The number of late licenses in District 1 shall be limited to ~~three (3)~~ **two (2)**. The number of late licenses in District 2 shall be limited to ~~three (3)~~ **two (2)**. (Am. Ord 23-10, passed 4-17-23, Am. Ord 23-13, passed 5-15-23)

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 law.

PASSED and APPROVED this 17th day of February 2026.

MAYOR OF THE CITY OF WOOD RIVER, IL

ATTEST:

CLERK OF THE CITY OF WOOD RIVER, IL

Upon a roll call vote, the following was recorded:

AYES:
NAYS:

ORDINANCE NO:

ORDINANCE AMENDING CITY CODE, REPEALING AND REPLACING CHAPTER 156: SEDIMENT AND EROSION CONTROL REGULATIONS

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, under Section 5/11-1-1 of Chapter 65 of the Illinois Compiled Statutes, the City is authorized to pass and enforce all necessary police ordinances; and

WHEREAS, under Section 5/11-60-2 of Chapter 65 of the Illinois Compiled Statutes, the City has authority to define, prevent, and abate nuisances; and

WHEREAS, the Director of Public Works has advised the City Council that Section 156: Sediment and Erosion Control Regulations needs to be repealed and replaced; and

WHEREAS, City has determined that public health, safety, and welfare will be promoted by repealing and replacing Section 156: Sediment and Erosion Control Regulations; and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to amend the Code of Ordinances for the City of Wood River, Illinois' ("City Code") to repeal and replace Section 156: Sediment and Erosion Control Regulations with a revised Section regarding Stormwater Drainage and Detention, Soil Erosion and Sediment Control to the City Code; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to repeal and replace Section 156: Sediment and Erosion Control Regulations with a revised Section regarding Stormwater Drainage and Detention, Soil Erosion and Sediment Control.

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

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

Section 2. Chapter 156 of City Code shall now include the following additional Section:

CHAPTER 156: CONTROL OF STORMWATER DRAINAGE AND DETENTION, SOIL EROSION, AND SEDIMENT CONTROL

Section 1.0 – Authority and Purpose; Other Relevant Permitting; Applicability; Exemptions; Exceptions; and Separability:

Section 1.1.0 – Authority and Purpose: This ordinance is enacted pursuant to the police powers granted to the City of Wood River, Illinois by the Illinois Compiled Statutes.

The purpose of this ordinance is to diminish threats to public health and safety, protect property, prevent damage to the environment and promote public welfare by guiding, regulating and controlling the design, construction, use and maintenance of any new development or redevelopment or other activity which disturbs or breaks the topsoil or otherwise results in the movement of earth, and/or changes the stormwater drainage pattern and/or stormwater flows from that which would have occurred if the land had been left in its natural state. This stormwater runoff and resulting soil erosion could result in the inundation of damageable properties, the erosion and destabilization of downstream channels, and the pollution of valuable stream and lake resources. This ordinance regulates these activities to minimize adverse impacts.

The purpose of this ordinance is also to comply with the General National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 regulations.

This ordinance is adopted to accomplish the following objectives

1. To assure that new development or redevelopment does not increase the drainage or flood hazards, or create unstable conditions susceptible to soil erosion;
2. To protect new buildings and major improvements to buildings from flood damage due to increased stormwater runoff and soil erosion;
3. To protect human life and health from the hazards of increased flooding and soil erosion on a watershed basis;
4. To lessen the burden on the taxpayer for flood control projects, repairs to flood-damaged public facilities and utilities, correction of channel erosion problems, and flood rescue and relief operations caused by stormwater runoff and soil erosion quantities from new development or re-development;
5. To protect, conserve, and promote the orderly development of land and soil, water, air, animal, and plant resources;
6. To preserve the natural hydrologic and hydraulic functions of watercourses and flood plains and to protect water quality and aquatic habitats;
7. To preserve the natural characteristics of stream corridors in order to manage flood and stormwater impacts, improve water and groundwater quality, reduce soil erosion, protect aquatic and riparian habitat, maintain quality forest resources, provide recreation opportunities, provide aesthetic benefits, and enhance community and economic development.

Section 1.2 – Other Relevant Permitting: Before a Development Permit under this ordinance becomes effective, all required Federal, State, and Local permits will have been officially approved. The acquisition of these permits shall be the sole responsibility of the applicant. These may include but are not limited to Section 404 of the Clean Waters Act, Section 106 of the National Historic Preservation Act, Section 10 of the Rivers and Harbors Act, or permitting required by the Illinois Department of Natural Resources, Office of Water Resources in accordance with the Rivers, Lakes and Streams Act, 615 ILCS, the Soil and Water Conservation Districts Act, 70 ILCS and the National Pollutant Discharge Elimination System Permit (NPDES) thru the Illinois Environmental Protection Agency, Division of Water Pollution Control. Compliance is also required with but not limited to the Code of City of Wood River including the Subdivision Control Ordinance and the Zoning Ordinance.

Section 1.3.0 – Applicability: This ordinance applies to all new development or redevelopment in the incorporated areas of Wood River, Illinois. Except as otherwise provided in this ordinance, no person, firm or corporation, public or private, the State of Illinois and its agencies or political subdivisions, the United States of America, and its agencies or political subdivisions, any agent, servant, officer or employee of any of the foregoing which meets the following provisions or is otherwise exempted in this ordinance, shall commence any development activities without first having obtained a Development Permit from the Director of Public Services.

1.3.1 – Any new development or re-development contains an area ten thousand (10,000) or more square feet of total impervious surface (i.e., streets, roof, patio or parking area or any combination thereof); or

1.3.2 – Any land disturbing activity (i.e., clearing, grading, stripping, excavation, fill, or any combination thereof) that affects an area of ten thousand (10,000) or more square feet, or that will exceed 100 cubic yards; or

1.3.3 – Any land disturbing activity if the activity is within 25 feet of a river, lake, pond, stream, sinkhole, or wetland; and is done in conjunction with sections 1.3.1 or 1.3.2; to

1.3.4 – Any land disturbing activity on the sloping side of the slope disturbance line and is in conjunction with sections 1.3.1, 1.3.2, or 1.3.3.

Section 1.4.0 – Exemptions:

1.4.1.0 – A Development Permit shall not be required for the following:

1. Any new development, re-development or other activity falling below the minimum standards as set forth in Section 1.3.0.
2. The agricultural use of land, including the implementation of conservation measures included in a farm conservation plan approved by the Soil and Water Conservation District, and including the construction of agricultural structures.

3. The maintenance of any existing stormwater drainage/detention component or structure or any existing soil erosion/sediment control component or structure; including dredging, levee restoration, tree removal or other function which maintains the original design capacities of the above.
4. The construction of, improvements to or the maintenance of any street, road, highway or interstate highway performed by any unit of government whose powers grant such authority.

1.4.2.0 – A Development Permit is required for these uses but shall not be subject to the provisions of Section 3.0, Stormwater Drainage and Retention.

1. Any land disturbing activity that is one acre (43,560 S.F.) or less; or development of tracts of land where not more than one single-family dwelling is being erected.
2. If the Director of Public Services deems the area a sensitive stormwater area, then at his/her discretion may require all stormwater requirements in section 3.0.

Section 1.5.0 – Exceptions: The City Council, through the Public Services Director may, in accordance with the following procedures, authorize exceptions to any of the requirements and regulations set forth in this ordinance:

1.5.1 That the land is of such shape or size or is affected by such physical conditions or is subject to such title limitations or record, that it is impossible for the applicant to comply with all the requirements of this ordinance;

1.5.2 That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and

1.5.3 That the granting of the exception will not be detrimental to the public welfare, environment or injurious to other property in the vicinity of the subject's property.

1.5.4 – Each application for an exception shall be made to the Director of Public Services. The Director will review and transmit recommendations to the City Council, which shall review such recommendations prior to granting or denying the exception.

1.5.5 – The City Council shall hold a public hearing on each application for exception, within forty-five (45) days after receiving the application, in the manner by ordinance. Within forty-five (45) days after public hearing, the City Council shall either approve the site Development Permit application with the exceptions and conditions it deems necessary or it shall disapprove such Development Permit application and exception application, or it shall take other such action as appropriate.

Section 1.6 – Separability/Severability: The provisions and sections of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

Section 1.7 – Responsibility: The applicant shall not be relieved of responsibility for damage to persons or property otherwise imposed by law, and Wood River, Illinois or its officers or agents will not be made liable for such damage, by (1) the issuance of a Development Permit under this ordinance, (2) compliance with the provisions of that Development Permit or conditions attached to it by the Director of Public Services, (3) failure of Wood River Officials to observe or recognize hazardous or unsightly conditions, (4) failure of Wood River Officials to recommend denial or to deny a Development Permit, or (5) exemptions from Development Permit requirements of this ordinance.

Section 1.8 – NPDES Compliance: New and re-development, that is applicable to this ordinance (per Section 1.3.0) must comply with the NPDES regulations (the General NPDES Permit No. ILR40 and the NOI). NPDES compliance is obtained by adhering to this ordinance, ILR40 permits, the General NPDES permit for discharges from small municipal separate storm sewer systems.

1.8.1 – Public Education and Outreach on Storm Water Impacts-

In accordance with the General NPDES Permit No. ILR40 and the NOI, Wood River will comply and implement activities as outlined in the Public Education and Outreach on Storm Water Impacts.

1.8.2 – Public Involvement/Participation-

In accordance with the General NPDES Permit No. ILR40 and the NOI, Wood River will comply and implement activities as outlined in the Public Involvement/Participation.

1.8.3 – Illicit Discharge Detection and Elimination-

In accordance with the General NPDES Permit No. ILR40 and the NOI, Wood River will comply and implement activities as outlined in the Illicit Discharge Detection and Elimination.

1.8.4 – Construction Site Storm Water Runoff Control-

In accordance with the General NPDES Permit No. ILR40 and the NOI, Wood River will comply and implement activities as outlined in the Construction Site Storm Water Runoff Control.

1.8.5 – Post-construction Storm Water Management in New Development and Redevelopment-

In accordance with the General NPDES Permit No. ILR40 and the NOI, Wood River will comply and implement activities as outlined in the Post-construction Storm Water Management in New Development and Redevelopment.

1.8.6 – Pollution Prevention/Good Housekeeping-

In accordance with the General NPDES Permit No. ILR40 and the NOI, Wood River will comply and implement activities as outlined in the Pollution Prevention/Good Housekeeping.

Section 1.9 – Information Accessibility to the Public: Documents relating to the adherence to this ordinance are available for review by request at City Hall.

Section 2.0 – Definitions

Section 2.0 Definitions: For the purposes of this ordinance certain terms are defined and set forth below:

2.1 – Adverse Impacts: Any negative impact on plant, soil, air or water resources affecting their beneficial uses including recreation, aesthetics, aquatic habitat, quality, and quantity.

2.2 – Applicant: Any person, firm, or governmental agency who executes the necessary forms to produce official approval of a development or permit to carry out construction of a new development or re-development from the City of Wood River, Illinois.

2.3 – Base Flood Elevation: The elevation at all locations delineating the level of flooding resulting from the 100- year frequency flood event, which has one (1) percent chance of occurring in any given year.

2.4 – Building Permit: A permit issued by the City of Wood River, Illinois for the construction, erection or alteration of a structure or building and the related ground and surface preparation prior to and after completion of construction, erection or alteration of a structure or building.

2.5 – Bypass Flows: Stormwater runoff from upstream properties tributary to a property's drainage system but not under its control.

2.6 – Certify or Certification: Formally attesting that the specific inspections and tests were performed, and that such inspections and tests comply with the applicable requirements of this ordinance.

2.7 – Channel: Any defined river, stream, creek, brook, branch, natural or artificial depression, ponded area, on-stream lake or impoundment, karst area (sinkhole), flowage, slough, ditch, conduit, culvert, gully, ravine, wash or natural or manmade drainage way, which has a definite bed and bank or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

2.8 – Channel Modification: Alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes damming, riprapping (or other armoring), filling, widening, deepening, straightening, relocating, lining, and significant removal of bottom or woody rooted vegetation. Channel modification does not include the man-made clearing of debris or removal of trash.

2.9 – Clearing: Any activity that removes the natural vegetative ground cover.

2.10 – Compensatory Storage: An artificially excavated, hydraulically equivalent volume of storage within the floodplain used to balance the loss of natural food storage capacity when fill or structure are placed within the floodplain.

2.11 – Conduit: Any channel, pipe, sewer or culvert used for the conveyance or movement of water, whether open or closed.

2.12 – Cubic Yard: A one (1) yard by (1) yard by one (1) yard amount of material in excavation and/or fill.

2.13 – Detention Basin: A facility constructed or modified to provide for the temporary storage of stormwater runoff and the controlled release by gravity of this runoff at a prescribed rate during and after a flood or storm.

2.14 – Detention Time: The amount of time stormwater is held within a detention basin.

2.15 – Development: Any manmade change to real estate property, including:

1. The division or subdivision of any duly recorded parcel of property;
2. Construction of roads, bridges, or similar projects;
3. Installation of a manufactured home on a site, preparing a site for manufactured home, or installing a travel trailer on a site for more than 180 days per year;
4. Construction of roads, bridges, or similar projects;
5. Redevelopment of a site;
6. Filling, dredging, grading, clearing, excavating, paving or other non-agricultural alterations of a ground surface;
7. Storage of materials or deposit of solid or liquid waste;
8. Any other activity that might alter the magnitude, frequency, direction, or velocity of stormwater flows from a property.

2.16 – Drainage Plan: A plan, including engineering drawings and supporting calculations, which describes the existing stormwater drainage system and environmental features, including grading, as well as proposed alterations or changes to the drainage system and environment of a property.

2.17 – Dry Basin: A detention basin designed to drain after temporary storage of stormwater flows and to normally be dry over much of its bottom area.

2.18 – Erosion: The general process whereby soil or earth is moved by rainfall, flowing water, wind or wave action.

2.19 – Excavation: Any act by which organic matter, earth, sand, gravel, rock or any other similar material, is cut into, dug quarried, uncovered, removed, displaced, re-located or bulldozed and shall include the conditions resulting from such actions.

2.20 – Excess Stormwater Runoff: The volume and rate of flow of stormwater discharged from a new development or re-development which is or will be in excess of that volume and rate which existed before development or re-development.

2.21 – Existing Grade: The vertical location of the existing ground surface prior to excavation or filling.

2.22 – Fill: Any cut which earth, sand, gravel, rock, or any other material, is deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location and shall include the conditions resulting there from.

2.23 – Final Grade: The vertical location of the ground surface after grading work is completed in accordance with the engineering plans.

2.24 – Flood Fringe: That area as designated by the Federal Emergency Management Agency (FEMA) on either side of the floodway. This area is subject to inundation from the base flood but conveys little or no flow.

2.25 – Flood Hazard Boundary Map (FHBM): A very generalized map prepared by the Federal Emergency Management Agency (FEMA) which shows only where floodplains are located based on very basic data. FHBM's do not include base flood elevations.

2.26 – Flood Insurance Rate Map (FIRM): A map prepared by the Federal Emergency Management Agency (FEMA) that depicts the special flood hazard area (SFHA) within a community. This map includes insurance rate zones and regulatory floodplains and may or may not depict regulatory floodways.

2.27 – Floodplain: that land adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation which is subject to inundation. The floodplain as designated by the Federal Emergency Management Agency (FEMA) is also known as the Special Flood Hazard Area (SFHA). These areas can be found on the (FIRM), Flood Boundary and Floodway Map, or the Flood Hazard Boundary Map (FHBM) of the community. This area is the collective combination of the regulatory floodway and the flood fringe.

2.28 – Floodway: The channel and that portion of the floodplain, including on-stream lakes, adjacent to a stream or watercourse which is needed to store and convey the anticipated existing and future 100-year frequency flood discharge with no more than a 0.1 foot increase in stage due to any loss of flood conveyance or storage and no more than a ten percent (10%) increase in

velocities. Floodways are designated by FEMA on some Flood Insurance Rate Maps and Flood Boundary and Floodway Maps. However, there are floodways on all streams whether mapped by FEMA or not.

2.29 – Grading: The excavation or fill or any combination thereof and shall include the conditions resulting from any excavation or fill.

2.30 - Hydrograph: A graph showing for a given location on a stream or conduit, the flow rate with respect to time.

2.31 – Hydrograph Method: This method estimates runoff volume and runoff hydrographs for the point of interest by generating hydrographs for individual sub areas, combining them, and routing them through stream lengths and reservoir structures. Factors such as rainfall amount and distribution, runoff curve number, time of concentration, and travel time are included.

2.32 – Impervious Surface: That area of property that is covered by materials other than soil and vegetation and that has no intended capacity to absorb water, such as parking lots, driveways, sidewalks, patios, tennis courts, roofs and other structures.

2.33 – Infiltration: The passage or movement of water into the soil surfaces.

2.34 – Loessal Soil: A sediment, commonly non-stratified and un-consolidated, composed predominately of silt sized particles with accessory clay and sand.

2.35 – Lot: An individual platted parcel in an approved subdivision.

2.36 – Major Drainage System: That portion of a drainage system needed to store and convey flows beyond the capacity of the minor drainage system.

2.37 – Minor Drainage System: That portion of a drainage system designed for the convenience of the public. It consists of street gutters, storm sewers, small open channels, and swales and, where manmade, is to be designed to handle the 2-year runoff event.

2.38 – Mitigation: Mitigation is when the prescribed controls are not sufficient and additional measures are required to offset the development, including those measures necessary to minimize the negative effects which stormwater drainage and development activities might have on the public health, safety and welfare. Examples of mitigation include, but are not limited to compensatory storage, soil erosion and sedimentation control, and channel restoration.

2.39 – Modified Rational Method: As described in the Illinois Department of Transportation “Drainage Manual” is based on the principal that the maximum rate of runoff from a given drainage area occurs at that point in time when all parts of the watershed are contributing to the flow. The rainfall generating the peak flow is assumed to be of uniform intensity for the entire watershed with a rainfall duration equal to the time of concentration.

2.40 – Natural: Conditions resulting from physical, chemical, and biological processes without intervention by man.

2.41 – Natural Drainage: Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

2.42 – One Hundred-Year Event: A rainfall, runoff, or flood event having a one percent chance of occurring in any given year. A 24-hour storm duration is assumed unless otherwise noted.

2.43 – Parcel: All contiguous land in one ownership.

2.44 – Peak Flow: The maximum rate of flow of water at a given point in a channel or conduit.

2.45 – Permittee: Any person to whom a building or development permit is issued.

2.46 – Person: Any individual, firm or corporation, public or private, the State of Illinois and its agencies or political subdivisions, the United States of America, and its agencies or political subdivisions, and any agent, servant, officer or employee of any of the foregoing.

2.47 – Positive Drainage: Provision for overland paths for all areas of a property including depression areas that may also be drained by storm sewer.

2.48 – Prime Farmland: Prime farmland is land that is best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It is either used for food or fiber or is available for those uses. The soil qualities, growing season and moisture supply are those needed for a well-managed soil to economically produce a sustained high yield of crops. Prime farmland produces the highest yields with minimum inputs of energy and economic resources, and farming it results in the least damage to the environment.

2.49 – Property: A parcel of real estate.

2.50 – Retention Basin: A facility designed to completely retain a specified amount of stormwater runoff without release except by means of evaporation, infiltration, emergency bypass or pumping.

2.51 – Sedimentation: The process that deposits soils, debris, and other materials either on other ground surfaces or in bodies of water or stormwater drainage systems.

2.52 – Site: A parcel of land, or a contiguous combination thereof, where grading work is performed as a single unified operation.

2.53 – Sinkhole, (Karst Areas): A Sinkhole or Karst topography is a land surface depression or blind valley, which may or may not have surface openings to cavernous underground areas and are the result of water movement through silts and jointed limestone. These conditions make

such areas unstable and susceptible to subsidence and surface collapse. Fractures in the limestone may channel runoff water to public or private water supplies, making those sources especially susceptible to groundwater contamination.

2.54 – Slope Disturbance Line: The line, which delineates relatively level building areas from areas where slopes exceed 8 percent (8%) and where special precautions must be taken.

2.55 – Stormwater Drainage System: All means, natural and manmade, used for conducting stormwater to, through or from a drainage area to the point of final outlet from a property. The stormwater drainage system includes but is not limited to any of the following: conduits and appurtenance features, canals, channels, ditches, streams, culverts, streets, storm sewers, detention basins, swales and pumping stations.

2.56 - Stormwater Runoff: The waters derived from melting snow or rain falling within a tributary drainage basin which are in excess of the infiltration capacity of the soils of that basin, which flow over the surface of the ground or are collected in channels or conduits.

2.57 – Storm Sewer: A closed conduit for conveying collected stormwater.

2.58 – Stream: Any river, creek, brook, branch, flowage, ravine, or natural or man-made drainage way which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

2.59 – Stripping: Any activity which removes the vegetative surface cover including tree removal, by spraying or clearing, and storage removal of top soil.

2.60 – Ten-year Event: A runoff, rainfall, or flood event having a ten percent (10%) chance of occurring in any given year. A 24 hour storm duration is assumed unless otherwise note.

2.61 – Time of Concentration: The elapsed time for stormwater to flow from the most hydraulically remote point in a drainage basin to a particular point of interest in that watershed.

2.62 – Tributary Watershed: All of the land surface area that contributes runoff to a given point.

2.63 – Two-Year Event: a runoff, rainfall, or flood event having a fifty percent (50%) chance of occurring in any given year. A 24 hour storm duration is assumed unless otherwise noted.

2.64 – Vacant: Land on which there are no structures or only structures, which are secondary to the use or maintenance of the land itself.

2.65 – Watershed: All land area drained by, or contributing water to, the same stream, creek, ditch, lake, marsh, stormwater facility, groundwater or depression area.

2.66 – Wet Basin: A detention basin designed to maintain a permanent pool of water after the temporary storage of stormwater runoff.

2.67 – Wetlands: Wetlands are defined by regulation as “those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.” For general, but no inclusive locations of designated wetlands refer to mapping prepared jointly by the U.S. Department of Interior, Fish and Wildlife Service and the Illinois Department of Natural Resources, Office of Resource Conservation; National Wetlands Inventory Mapping, 1987. The applicant may be required to provide a field investigation by a qualified wetland delineator.

Section 3.0 – Stormwater Drainage and Detention:

Section 3.1.0 – Drainage Plan Submittal Requirements: Each applicant shall submit the following information, to ensure that the provisions of this ordinance are met. The submittal shall include sufficient information to evaluate the environmental characteristics of the property, the potential adverse impacts and benefits of the development on water resources both on-site and off-site, and the effectiveness of the proposed drainage plan in managing stormwater runoff, and meet the provisions of Section 1.2. The applicant shall certify on the drawings that all clearing, grading, drainage, and construction shall be accomplished in strict conformance with the drainage plan. The following information shall be submitted for both existing and proposed property conditions for all new development or re-development.

3.1.1 – Drainage Plan Requirements: A topographic survey of the property at two-foot (2) contours unless otherwise specified or approved by the Wood River Public Services Director. If the mapping is compiled using a digital format and the Global Positioning System (GPS), the applicant will provide both paper and digital copies including GPS points.

3.1.2 – Mapping and Descriptions: An existing drainage and proposed drainage plan, for the property and one hundred (100) feet surrounding the property at a scale of not more than one hundred (100) feet to one (1) inch and including the following:

1. property boundary, dimensions, and approximate acreage;
2. building setback lines;
3. all existing and proposed structures and sizes;
4. “area in” square feet of existing and proposed impervious surface;
5. all existing, or proposed easements;
6. all existing, abandoned, or proposed water or monitoring well head locations;
7. all sanitary or combined sewer lines and septic systems;
8. the banks and centerline of streams and channels;
9. shoreline of lakes, ponds, and detention basins with normal water level elevation;
10. known farm drains and tiles;
11. soils classifications;
12. location, size and slope of stormwater conduits and drainage swales;
13. depressional storage areas;
14. detention facilities;

15. roads, streets and associated stormwater inlets including finished grades;
16. base flood elevation, flood fringe, and regulatory floodway;
17. basis of design for the final drainage network components
18. a statement giving any applicable engineering assumptions and calculations
19. a vicinity map showing the relationship of the site to its general surroundings at a scale of not less than two thousand (2,000) feet to (1) inch (1:24,000)
20. title, scale, north arrow, legend, seal of Licensed Professional Engineer, date and name of person preparing plans.
21. cross-section data for open channel flow paths and designated overland flow paths;
22. direction of storm flows;
23. flow rates and velocities at critical points in the drainage system (may be included in the supporting documentation);
24. a statement by the design engineer of the drainage system's provision for handling events greater than the 100-year, 24-hour runoff (may be included in the supporting documentation);
25. a statement of certification of all drainage plans, calculations, and supporting data by a Licensed Professional Engineer.

3.1.3 – Environmental Features: A depiction of environmental features of the property and immediate vicinity including the following:

1. the limits of designated regulatory and non-regulatory and non-regulatory wetland areas;
2. the location and limits of known sinkholes (karst areas);
3. any known designated natural areas, prime farmland; and
4. any known proposed environmental mitigation features.

Section 3.2 – Minimization of Increases in Runoff Volumes and Rates: In the selection of a drainage plan for a new development or re-development; the applicant shall evaluate and implement site design features, which minimize the increase in runoff volumes and rates from the site. The applicant's drainage plan submittal shall include evaluations of site design features, which are consistent with the following hierarchy:

1. Preservation of regulatory floodplains, flood prone and wetland areas;
2. Minimize impervious surfaces on the property, consistent with the needs of the project;
3. Attenuate flows by use of open vegetated swales and natural depressions and preserves the existing natural stream channel.
4. Infiltration of runoff on-site.
5. Provide stormwater retention structures;
6. Provide wet or wetland detention structures;
7. Provide dry detention structures; and
8. Construct storm sewers.

Section 3.3. – Water Quality and Multiple Uses: The drainage system should be designed to minimize adverse surface and groundwater quality impacts off-site and on the property itself. Water Quality design is not required, but is encouraged to be incorporated into the site design. Detention basins shall incorporate design features to capture stormwater runoff pollutants. When

designers propose wet bottom and wetland type designs, all flows from the development shall be routed through the basin (i.e. low flows shall not be bypassed). When it is not practical or feasible to route all the project's flow to the detention basin, the design of the basin shall compensate for the bypass flow. In cases where detention facilities are practical and the long-term maintenance of such facilities are provided for, detention of stormwater shall be promoted through the property's drainage system to reduce the volume of stormwater runoff and to reduce the quantity of runoff pollutants.

The drainage system should incorporate multiple uses where practicable. Uses considered compatible with stormwater management include open space, aesthetics, aquatic habitat, recreation (boating, fishing, trails, playing fields), wetlands and water quality mitigation.

Water quality shall adhere to:

1. Illinois Environmental Protection Act - 415 ILCS 5/12, from Ch.111 1/2., par 1011 & 1012;
2. Illinois Pollution Control Board Rules & Regulations - Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter I: Pollution Control Board, Part 302 Water Quality Standards; and
3. Illinois Pollution Control Board Rules & Regulations - Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter I: Pollution Control Board, Part 304 Effluent Standards.

Section 3.4.0 – Design Criteria, Standards, and Methods:

3.4.1.0 – Release Rates: The drainage system for new developments or redevelopments shall be designed to control the peak rate of discharge from the property for the 2-year, 24-hour, 25-year, 24-hour and 100-year, 24 hour events to discharge rates at or below those which existed prior to development. Additionally, the discharge from a stormwater detention facility shall not cause an increase in flooding or channel instability downstream when considered in aggregate with other developed properties and downstream drainage capacities.

3.4.1.1 – Detention Basin Outlet Design: The detention basin outlet control structure shall be designed to account for observed or anticipated downstream tailwater elevations. The tailwater elevations used in the detention model shall be for the particular storm frequency being routed through the detention basin. An emergency spillway or overflow device shall be provided and set at an elevation equivalent to the 100-year design high water.

A calculation shall be made to determine the water elevation in the detention basin that would result from a 100-year storm with the outflow control structure openings blocked. The discharge rate flowing through the emergency spillway shall not exceed the 100-year pre-development flow rate. The top of bank for the detention basin shall be set at least one foot above this elevation. The lowest finished floor elevation of adjacent structures shall also be at least one foot above the detention basin top of bank.

3.4.2 – Detention Storage Requirements: See 3.4.1.0

3.4.3.0 – Drainage System Design and Evaluation: The following criteria should be used in evaluating and designing the drainage system. The design will provide capacity to pass the 10-year peak flow rate in the minor drainage system and an overload flow path for flows in excess of the design capacity.

3.4.3.1 – Design Methodologies: Detention basin design shall be calculated using SCS TR-55 methods. Basins with drainage areas of 10 acres or less may be calculated using the Rational Method as approved by the Illinois Department of Transportation. Other applicable methods, i.e. HEC-1, TR-20, SWMM, etc. shall be used for large watersheds.

3.4.3.2 – Positive Drainage: When practical, all developments must be provided an overland flow path that will pass the 100-year, 24 hour event flow at a stage at least one (1) foot below the lowest grade, adjacent to a structure, in the vicinity of the flow path. Street ponding and flow depths shall not exceed curb heights.

3.4.4 – Rainfall: Unless a continuous simulation approach to drainage system hydrology is used, all design rainfall events shall be based on the Illinois State Water Survey's Bulletin 75. The first quartile point rainfall distribution shall be used for the design and analysis of conveyance systems with critical durations less than or equal to 6 hours. The second quartile distribution shall be used for storms with durations greater than six hours and less than or equal to 12 hours. The third quartile point rainfall distribution shall be used for the design and analysis of detention basins and conveyance system with critical durations greater than 12 and less than or equal to 24 hours. The fourth quartile distribution shall be used in the design and analysis of systems with durations greater than 24 hours. The first, third, and fourth quartile distributions described by Huff are presented in Table 37 of Bulletin 75. Refer to Table 13 of Bulletin 75 for rainfall depth, duration, and frequency. The NRCS Type II distribution may be used as an alternate to the Huff distributions. The total rainfall value for the design storm shall be adjusted for the "St. Louis Urban Effect" as given in Table 4, Illinois State Water Survey Circular 172.

3.4.5 – Antecedent Moisture. Average antecedent moisture conditions shall be assumed when calculating runoff curve numbers for use in the SCS TR-55 method.

3.4.6.0 – Wet Detention Basin Design: Wet detention basins shall be designed to remove stormwater pollutants, to be safe, to be aesthetically pleasing, and as much as feasible to be available for recreational use.

3.4.6.1 – Wet Basin Depths: Wet basins shall be at least three feet deep, excluding near-shore banks and safety ledges. If fish habitat is to be provided, they shall be at least eight (8) feet deep over twenty-five (25%) percent of the bottom area to prevent winterkill.

3.4.6.2 – Wet Basin Shoreline Slopes: The side slopes of wet basins at the normal pool elevation shall not be steeper than three to one (3 to 1 horizontal to vertical). It is recommended that aquatic vegetation be established around the perimeter to provide protection from shorelines erosion. For basins in excess of five acres, riprap shoreline protection shall be provided.

3.4.6.3 – Permanent Pool Volume: The permanent pool volume in a wet basin at normal depth shall, at a minimum, be equal to the runoff volume from its watershed for the 2-year, 24-hour event (calculated during dry weather conditions).

3.4.6.4 – Wet Basin Inlet and Outlet Orientation: The distance between detention inlets and outlets shall be maximized. Inlets and outlets shall be at opposite ends of the basin providing that the orientation does not create undue hardship based on topography or other natural constraints.

3.4.7.0 – Dry Detention Basin Design: In addition to the other requirements of this ordinance, dry basins shall be designed to remove stormwater pollutants, to be safe, to be aesthetically pleasing and as much as feasible to be available for multiple uses. Paved low flow channels may be used in a dry basin provided provisions are made to prevent ponding

3.4.7.1 – Dry Basin Drainage: Dry basins shall be designed so that eighty percent (80%) of their bottom area shall have standing water no longer than seventy-two (72) hours for any runoff event less than the 100-year, 24-hour event. Grading plans shall clearly distinguish the wet portion of the basin bottom. Underdrains directed to the outlet may be used to accomplish this requirement.

3.4.7.2 – Velocity Dissipation: Velocity dissipation measures shall be incorporated into dry basin designs to minimize erosion at inlets and outlets and to minimize resuspension of pollutants.

3.4.7.3 – Dry Basin Inlet and Outlet Orientation: Shall be the same as Section 3.4.6.4

3.4.8 – Existing Depressional Areas: Existing depressional storage volume will be maintained and the volume of detention storage provided to meet the requirements of this ordinance shall be in addition to existing storage.

3.4.9 – Minimum Detention Outlet Size: Where a single pipe outlet orifice plate is to be used to control discharge, it shall have a minimum diameter of twelve (12) inches for larger basins. Smaller basins may install a smaller rectangular or v-notch weir to control discharge. If this minimum orifice size permits release rates greater than those specified in this section, and regional detention is not a practical alternative, outlets, structures such as perforated risers, or flow control orifices shall be used.

3.4.10.0 – Detention in Flood Plains: The placement of detention basins within the flood plain is strongly discouraged because of questions about their reliable operation during flood events. However, the stormwater detention requirements of this ordinance may be fulfilled by providing detention storage within flood fringe areas on the project site provided the following provisions are met as well as compliance with Section 1.2.0.

3.4.10.1 – Detention in Flood Fringe Areas: The placement of a detention basin in a flood fringe area shall require compensatory storage for 1.5 times the volume below the base flood elevation occupied by the detention basin including any terms. The release from the detention

storage provided shall still be controlled consistent with the requirements of this section. The applicant shall demonstrate its operation for all stream-flow and flood plain backwater conditions. Excavations for compensatory storage along watercourses shall be opposite or adjacent to the area occupied by detention. All flood plain storage lost below the existing ten-year flood elevation shall be replaced below the existing ten-year elevation. All flood plain storage lost above the existing ten-year elevation shall be replaced above the existing ten-year flood elevation. All compensatory storage excavations shall be constructed to drain freely and openly to the watercourse and comply with Section 1.2.0.

3.4.10.2 – Detention on Prime Farmland: The placement of detention basins shall avoid the utilization of prime farmland. All detention basin construction shall examine potential impacts to adjacent agricultural land and shall address measures that will be implemented to eliminate such impacts and comply with Section 1.2.0.

3.4.10.3 – Detention in Floodways: Detention basins shall not be placed in the floodway.

3.4.10.4 – On-Stream Detention: On-stream detention basins are discouraged but allowable if they provide regional public benefits and if they meet the other provisions of this ordinance with respect to water quality and control of the 2 year, 25 year, & 100 year 24-hour events from the property. Further criteria are presented in Section 3.5.0 of this ordinance. If on-stream detention is used in watersheds larger than one square mile, the applicant will use hydrographic modeling to demonstrate that the design will not increase the water level for any properties upstream or downstream of the property. Also, impoundment of the stream as part of on-stream detention:

1. shall not prevent the migration of indigenous fish species, which require access to upstream areas as part of their life cycle, such as for spawning,
2. shall not cause or contribute to the degradation of water quality or stream aquatic habitat,
3. shall include a design calling for gradual bank slopes, appropriate bank stabilization measures, and a pre-sedimentation basin,
4. shall not involve any stream channelization or the filling of wetlands,
5. shall require the implementation of an effective non-point source management program throughout the upstream watershed which shall include as a minimum: runoff reduction “Best Management Practices” (BMP’s) consistent with Section 3.2.0; 2 year, 24 hour detention/sedimentation basin for all development consistent with Section 3.4.10.4
6. shall not occur downstream of a wastewater discharge, and
7. shall not contribute to the duration or flood frequency of any adjacent land.
8. shall comply with Section 1.2.0.

3.4.11.0 – Drainage Into Wetlands, Rivers, Streams, Lakes, Ponds, and Depressional Storage Areas: Wetlands, lakes, ponds and depressional storage areas shall be protected from damaging modifications and adverse changes in runoff quality and quantity associated with land developments. In addition to the other requirements of this ordinance, the following requirements shall be met for all developments whose drainage flows into wetlands, rivers, lakes, ponds or depressional storage areas:

3.4.11.1 – Detention in Wetlands, Rivers, Streams, Lakes, Ponds or Depressional Storage

Areas: Existing wetlands, rivers, lakes, ponds or depressional storage areas shall not be modified for the purpose of stormwater detention unless it is demonstrated that the proposed modifications will maintain or improve its habitat and ability to perform beneficial functions and shall comply with Section 1.2.0. Existing storage and release rate characteristics of wetlands, rivers, lakes, ponds or depressional storage areas shall be maintained and the volume of detention storage provided to meet the requirements of this section shall be in addition to this existing storage.

3.4.11.2 – Sediment Control: The existing wetlands, rivers, lakes, ponds, or depressional storage areas shall be protected during construction and as further regulated in Section 4.0 of this ordinance.

3.4.11.3 – Alteration of Drainage Patterns: Site drainage patterns shall not be altered to substantially decrease or increase the existing area tributary to the wetlands, rivers, lakes, ponds or depressional storage areas.

3.4.11.4 – Detention/Sedimentation: All runoff from the development shall be routed through a preliminary detention/sedimentation basin designed to capture the two-year, 24-hour event and hold it for at least 24 hours, before being discharged to the wetland, river, lake, pond, or depressional storage area. This basin shall be constructed before property grading begins and shall be maintained throughout the construction process. In addition, the drainage hierarchy defined in Section 3.2 should be followed to minimize runoff volumes and rates being discharged to the wetland, river, stream, lake, pond, or depressional storage area and as further regulated in and Section 3.4.0 of this ordinance.

3.4.11.5 – Loessal Soils: Care must be taken to avoid open flow discharges of stormwater over silt (loessal) soils due to high potential for erosion.

3.4.11.6 – Sinkholes, Karst Area: The following requirements apply for new developments or redevelopments where sinkholes are determined to be present:

1. A stormwater detention basin shall not be placed in or over a sinkhole.
2. Stormwater detention basins shall not be located closer than one hundred (100) feet from the rim of a sinkhole
3. The outflow from a stormwater detention basin, channel, ditch or any stormwater runoff generated as a result of a new development or redevelopment shall not empty into or be directed, redirected by any means into or through any sinkhole.
4. If, after the review of the stormwater drainage plan, the Director of Public Services may determine that more detailed information is required, a sinkhole evaluation may be required. A sinkhole evaluation which addresses the geologic, engineering and environmental factors resulting from a new development or redevelopment be performed by a professional with experience and expertise in karst topography, who shall certify the results of the evaluation. This evaluation shall be the responsibility of the applicant and performed at no cost to the Wood River, Illinois. After a review of this evaluation and with the consultation of the Madison County Soil and Water Conservation District, the

Public Services Director may either approve or disapprove the drainage plan as submitted.

5. Whenever a new sinkhole appears or it becomes apparent that the sinkhole has not yet been identified, it shall be reported to the City of Wood River and the Soil and Water Conservation District.
6. Shall comply with Section 1.2.0

3.4.12.0 - Street Detention, Parking Lot Detention, and Culvert Drainage:

3.4.12.1 – Street Detention: Not allowed.

3.4.12.2 – Parking Lot Detention: The maximum stormwater ponding depth in any parking area shall not exceed six (6) inches for more than four (4) hours.

3.4.12.3 – Culvert, Road and Driveway Crossings: Sizing of culvert crossings shall consider entrance and exit losses as well as tailwater conditions on the culvert. (12" minimum)

3.4.13.0 – Infiltration Practices: To effectively reduce runoff volumes, infiltration practices including basins and trenches should be located in hydrologic soil groups "A" and "B" as designated by the U.S.D.A. Natural Resources Conservation Service. Infiltration basins and trenches designed to re-charge groundwater shall not be located within seventy-five (75) feet of a water supply well or building foundation and comply with Section 1.2.0. A sediment-settling basin shall be provided to remove coarse sediment from stormwater flows before they reach infiltration basins or trenches. Stormwater shall not be allowed to stand more than seventy-two hours over eighty percent of the dry basin's bottom area for the maximum design event to be ex-filtrated. The bottom of infiltration basins or trenches shall be a minimum of four feet above the seasonally high groundwater and bedrock level. Engineering calculations demonstrating infiltration rates shall be included with the application.

3.4.14.0 – Safety Considerations: The drainage system components, especially all detention basins, shall be designed to protect the safety of any children or adults coming in contact with the system during runoff events and shall comply with Section 1.2.0.

3.4.14.1 – Slide Slopes: The side slopes of all detention basins at 100-year, 24 hour capacity shall be as level as practicable to prevent accidental falls into the basin and for stability and ease of maintenance. Side slopes of detention basins and open channels shall not be steeper than three (3) to one (1) (horizontal to vertical).

3.4.14.2 – Safety Ledge: All wet detention basins shall have a level safety ledge at least four feet in width 2.5 to 3 feet below the normal water depth or must be protected by an enclosed fence, at least 48 inches in height.

3.4.14.3 – Velocity: Velocities throughout the surface drainage system shall be controlled to safe levels taking into consideration rates and depths of flow.

3.4.14.4 – Overflow Structures: See 3.4.1.1

3.4.15 – Maintenance Considerations: The stormwater drainage system shall be designed to minimize and facilitate maintenance. Turfed side slopes shall be designed to allow lawn-mowing equipment to easily negotiate them. Wet basins shall be provided with alternate outflows, which can be used to completely drain the pool for sediment removal. Pumping may be considered if drainage by gravity is not feasible. Pre-sedimentation basins shall be included, where feasible, for localizing sediment deposition and removal. Site access for heavy equipment shall be provided.

Section 3.5.0 – Accommodating Flows From Upstream Tributary Areas: Stormwater runoff from areas tributary to the property shall be considered in the design of the property's drainage system. Whenever practicable, flows from upstream areas that are not to be detained shall be routed around the basin being provided for the site being developed.

3.5.1.0 – Upstream Areas Not meeting Ordinance Requirements: When there are areas not meeting the storage and release rates of this ordinance, tributary to the applicant's property, regionalized detention on the applicant's property shall be explored by the applicant or the City. When it is deemed beneficial by the City or the Applicant to explore such a design, the following steps shall be followed:

1. The applicant shall compute the storage volume needed for his property using the release rates of Section 3.4.0, the applicant's property area, and the procedures described in Section 3.3.0.
2. Areas tributary to the applicant's property, not meeting the storage and release rate requirements of this ordinance, shall be identified.
3. Using the areas determined above plus the applicant's property area, total storage needed for the combined properties shall be computed.

Allowable release rates shall be computed using the combined property areas. Storage shall be computed as described in Section 3.4.0. If tributary areas are not developed, a reasonable fully developed land cover, based on local zoning, shall be assumed for the purposes of computing storage.

Once the necessary combined storage is computed, the City may choose to pay for over-sizing the applicant's detention basin to accommodate the regional flows. The applicant's responsibility will be limited to the storage for his property as computed above. If the City selects regional storage then the design in Section 3.3.0 shall be implemented. If regional storage is rejected by the City, the applicant shall bypass all tributary area flows around the applicant's basin whenever practicable. If the applicant must route upstream flows through his basin and the upstream areas exceed one-square mile in size, the applicant must meet the provision of Section 3.4.10.4 for on-stream basins.

3.5.2 – Upstream Areas Meeting Ordinance Requirements: When there are areas which meet the storage and release rate requirements of this ordinance, tributary to the applicant's property, the upstream flows shall be bypassed around the applicant's detention basin if this is the only practicable alternative. Storage needed for the applicant's property shall be computed as

described in Section 3.5.1. However, if the City decides to route tributary area flows through an applicant's basin, the final design stormwater releases shall be based on the combined total of the applicant's property plus tributary areas. It must be shown that at no time will the release rate from the combined property exceed the allowable release rate for applicant's property alone.

Section 3.6 – Early Completion of Detention Facilities: Where detention, retention, or depressional storage areas are to be used as part of the drainage system for a property, they shall be constructed as the first element of the initial earthwork program. The applicant on a regular basis and before project completion shall remove any eroded sediment captured in these facilities in order to maintain the design volume of the facilities.

Section 4.0 – Soil Erosion and Sediment Control

Section 4.1 – Findings: The City of Wood River, Illinois hereby finds that:

1. The soil types found in the Wood River, Illinois are susceptible to erosion and left unprotected could cause severe loss of soil with resultant damage to property;
2. The topography of the Wood River, Illinois contains areas with steep slopes upon which, if clearing of trees and/or inappropriate construction takes place, could result in severe erosion and slope stability problems which could result in damage to property;
3. Excessive quantities of soil may erode from areas undergoing development for certain non-agricultural uses including but not limited to the construction of dwelling units, commercial buildings and industrial plants, the buildings of roads and highways, the modification of stream channels and drainage ways, and the creation of recreational facilities;
4. The washing, blowing, and falling of eroded soil across and upon roadways endangers the health and safety of users thereof, by decreasing vision and reducing traction of road vehicles;
5. Soil erosion necessitates the costly repairing of gullies, washed out fills, and embankments;
6. Sediment from soil erosion tends to clog sewers and ditches and to pollute and silt rivers, streams, lakes, sinkholes, wetlands, and reservoirs;
7. Sediment limits the use of water and waterways for most beneficial purposes, promotes the growth of undesirable aquatic weeds, destroys fish and other desirable aquatic life, and is costly and difficult to remove; and
8. Sediment reduces the channel capacity of waterways and the storage capacity of flood plains and natural depressions, resulting in increased chances of flooding at risk to public health and safety.

Section – 4.2 – General Principles: It is the objective of this ordinance to control soil erosion and sedimentation caused by development activities, including clearing, grading, stripping, excavating, and filling of land, in the City of Wood River, Illinois. Measures taken to control soil erosion and off-site sediment runoff shall be adequate to assure that sediment is not transported from the site by a storm event of ten-year, 24-hour frequency or less. The following principles shall apply to all new development or redevelopment activities within the City of Wood River, Illinois and to the preparation of the submissions required under Section 4.3.0 of this ordinance.

1. New development or redevelopment shall be related to the topography and soils of the site to create the least potential for erosion. Areas of steep slopes greater than thirty-three (33%), where high cuts and fills may be required, are to be avoided whenever possible, and natural contours should be followed as closely as possible.
2. Natural vegetation shall be retained and protected wherever possible. Areas immediately adjacent to natural watercourses, lakes, ponds, sinkholes, and wetlands are to be left undisturbed wherever possible. Temporary crossings of watercourses, when permitted, must include appropriate stabilization measures.
3. Special precautions shall be taken to prevent damages resultant from any necessary development activity within or adjacent to any stream, lake, pond, sinkhole, or wetland. Preventive measures shall reflect the sensitivity of these areas to erosion and sedimentation.
4. The smallest practical area of land shall be exposed for the shortest practical tie during the development.
5. Sediment basins or traps, filter barriers, diversions and any other appropriate sediment or runoff control measures shall be installed prior to site clearing and grading and maintained to remove sediment from run-off waters from land undergoing development.
6. The selection of erosion and sediment control measures shall be based on assessment of the probable frequency of climatic and other events likely to contribute to erosion, and on evaluation of the risks, costs and benefits involved.
7. In the design of erosion control facilities and practices, aesthetics and the requirements of continuing maintenance must be considered.
8. Provisions shall be made to accommodate the increased run-off caused by changing soil and surface conditions during and after development. Drainage ways should be designed so that their final gradients and the resultant velocities and rates of discharge will not create additional erosion on-site or downstream.
9. Permanent vegetation and structures shall be installed and functional as soon as practical during development.

10. Those areas being converted from agricultural purposes to other land uses shall be vegetated with an appropriate protective cover prior to development.
11. All waste generated as a result of site development activity shall be properly disposed of and shall be prevented from being carried off the site by either wind or water.
12. All construction sites shall provide measures to prevent sediment from being tracked onto public or private roadways.
13. All temporary soil erosion and sediment control practices shall be maintained to function as intended until the contributing drainage area has been permanently stabilized at which time they shall be removed.

4.2.1.0 Water quality shall adhere to:

1. Illinois Environmental Protection Act - 415 ILCS 5/12, from Ch.111 1/2., par 1011 & 1012;
2. Illinois Pollution Control Board Rules & Regulations - Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter I: Pollution Control Board, Part 302 Water Quality Standards; and
3. Illinois Pollution Control Board Rules & Regulations - Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter I: Pollution Control Board, Part 304 Effluent Standards.

Section 4.3.0 – Erosion and Sediment Control Plan Submittal Requirements: Each applicant shall submit the information depending on development size, as regulated to ensure that the provisions of this ordinance are met. The submittal shall include sufficient information to evaluate the environmental characteristics of the property, the potential adverse impacts of the development related to erosion both on-site and off-site, and the effectiveness of the proposed erosion and sediment control plan in reducing sediment loss and meet the provisions of Section 1.2 The applicant shall certify on the drawing that all clearing, grading, drainage, and construction shall be accomplished in strict conformance with the erosion and sediment control plan. The following information shall be submitted for both existing and proposed property conditions; new development or re-developments meeting the requirements of Section 1.3.0.

4.3.1.0– Erosion and Sediment Control Plan Requirements: Shall meet the requirements of Section 3.1.1, Section 3.1.2, and Section 1.2

4.3.1.1 - Mapping and Descriptions: The existing and proposed erosion and sediment control features of the property and immediate vicinity including:

1. As required in Section 3.1.2, Section 3.1.1.1, and Section 3.1.3;
2. Location of the slope disturbance line;

3. Location and description of the erosion and sediment control measures to be employed during construction;
4. For any structures proposed to be located on the slope side of the slope disturbance line the map shall include the limits of disturbance including tree removal, erosion and sediment control measures during construction, cross section view of any proposed cut or fill, erosion and sediment control measures during construction, details of method(s) proposed for providing slope stability, permanent stormwater control measures, and permanent erosion and sediment control measures all being certified by a registered professional engineer or a "Certified Professional Erosion Control Specialist."
5. The predominant soil types on the site, their location, and their limitations for the proposed use as defined by the U.S.D.A. Natural Resources Conservation Service.
6. The proposed use of the site, including present and planned development, areas of clearing, stripping, grading, excavation and filling; proposed contours, finished grades, and street profiles; the stormwater plan as required in Section 3.0; kinds and locations of utilities, areas and acreages proposed to be paved, sodded or seeded, vegetatively stabilized, or left undisturbed; and the location of specimen trees over eighteen (18) inches in diameter and their type.
7. The erosion and sediment control plan showing all measures necessary to meet requirements of this ordinance throughout all phases of construction and those remaining permanently after completion of the development of the site, including:
 - (a) Location and description, including standard details, of all sediment control measures, runoff control measures, including diversions, waterways and outlets, and design specifics of sediment basins and traps including outlet details.
 - (b) Location and description of all soil stabilization and erosion control measures, including seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, kind and quantity of mulching for both temporary and permanent vegetative control measures, and types of non-vegetative stabilization measures.
 - (c) Location and description of methods to prevent tracking of sediment off-site including construction entrance details, as appropriate.
 - (d) Description of dust and traffic control measures.
 - (e) Locations of stockpiles and description of stabilization methods.
 - (f) Locations of off-site fill or borrow volumes, locations and methods of stabilization.

- (g) Provisions for maintenance of control measures, including type and frequency of maintenance, easements, and estimates of the cost of maintenance.
- (h) The proposed phasing of development of the site, including stripping and clearing, rough grading and construction, and final grading and landscaping. Phasing should identify the expected date on which clearing will begin, the estimated duration of exposure of cleared area, and the sequence of installation of temporary sediment control measures (including perimeter controls), installation of stormwater drainage, paving streets and parking areas, final grading and the establishment of permanent vegetative cover, and the removal of temporary measures. It shall be the responsibility of the applicant to notify the Director of Public Services of any significant changes which occur in the site development schedule after the initial erosion and sediment control plan has been approved.
- (i) Full name and address of property owner;
- (j) Designation of property address and a location map, parcel ID#;
- (k) Portion of the property that is to be excavated, graded, or filled with excavated material;
- (l) Location of any sewerage disposal system or underground utility line, any part of which is within 50 feet of the proposed excavation, grading, or filling area and the location of any pipe line within 100 feet of the proposed excavation, grading, or filling area;
- (m) Existing grade and topography of the premises and the proposed finished grade and final contour elevation at a contour interval of not more than two feet on United States Geological Survey datum;
- (n) Submit on a plan sheet details and locations of erosion, control devices to be utilized such as silt fence, rip rap, sediment basins, and the like;
- (o) A plan sheet showing any permanent erosion/sediment control devices;
- (p) An estimate of cost to construct temporary and permanent erosion control measures;
- (q) A statement indicating that public roadways, sidewalks, R.O.W. will be protected from sediment/runoff resulting from work using best management practices, and that upon notification, corrective action will be completed within 48 hours; and
- (r) Identify areas within an established floodplain, floodway, or wetland.

Section 4.4.0 – Design and Operation Standards and Requirements: The preparation of soil erosion and sediment control plans shall follow the principles outlines in the “Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control”, excepting Chapter six (6)

published by the Urban Committee of the Association of Illinois Soil and Water Conservation Districts, as well as requirements of part IV of the NPDES permit No. ILR10. The design criteria, standards, and methods shall be prepared in accordance with the requirements of this ordinance and the standards and specifications contained in "Illinois Urban Manual" prepared for the Illinois Environmental Protection Agency by the U.S.D.A. Natural Resources Conservation Service, which standards and methods are hereby incorporated into this ordinance by reference. In the event of conflict between the provisions of said manuals and of this ordinance, this ordinance shall govern.

4.4.1.0 – Erosion and Sediment Control Design Requirements: New developments or redevelopments shall comply with Section 4.3.0 and meet the following:

4.4.1.1 – Control measures shall be constructed to control runoff from the property to such an extent possible that sediment is retained on-site.

4.4.1.2 – Temporary on-site control measures required shall be constructed and functional prior to initiating clearing, grading, stripping, excavating or fill activities on the site.

4.4.1.3 – Disturbed areas shall be stabilized with permanent measures within seven (7) calendar days following the end of active disturbance, or re-disturbance consistent with the following criteria:

1. Appropriate permanent stabilization measures shall include seeding, mulching, sodding, with non-vegetative measures as a last resort.
2. Areas having slopes greater than 33% shall be stabilized with sod, mat, or blanket in combination with seeding or equivalent.

4.4.1.4 – All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure effective performance of their intended function.

4.4.1.5 - All excavations, grading, or filling shall have a finished grade not to exceed a 3:1 slope (33%). Steeper grades may be approved if the excavation is through rock or the excavation or the fill is adequately protected (a designed head wall or toe wall may be required). Retaining walls that exceed a height of four feet shall require the construction of safety guards as identified in the appropriate section(s) of the adopted BOCA Codes and must be approved by the City Building Department. Permanent safety guards will be constructed in accordance with the appropriate section(s) of the adopted BOCA Codes.

4.4.1.6 – Site Development Requirements: On-site sediment control measures, as specified by the following criteria, shall be constructed as specified in the referenced handbooks, and functional prior to initiating clearing, grading, stripping, excavating or fill activities on the site.

1. For new developments or redevelopments less than one (1) acre, or for a tract of land where a single family dwelling is being erected and less than 10,000 square feet of impervious surface is being developed, filter barriers (including filter fences, straw bales,

or equivalent control measures) shall be constructed to control all on-site runoff. Vegetated filter strips, with a minimum width of twenty-five (25) feet, may be used as an alternative only where runoff in sheet flow is expected. Failure to install appropriate siltation barriers to ease silt run off may result in stop work orders until corrective action is taken.

2. For new developments or re-developments more than one (1) acre but less than five (5) acres, sediment or debris basins, silt or sediment traps or filters, staked straw bales or other approved measures to remove sediment from run-off waters designed in accordance with the IEPA Standards and Specifications for Soil Erosion or equivalent control measures shall be constructed at the down slope point of the disturbed area. Temporary siltation control measures shall be maintained until vegetative cover is established at a sufficient density to provide erosion control on the site. In addition, excessive siltation run off from construction sites onto public streets will be cleaned by those responsible. If not cleaned at the end of any work day, the city may have the street cleaned and the owner will bear the costs associated with this work.
3. For new developments or redevelopments greater than five (5) acres, a sediment basin or equivalent control measure shall be constructed at the down slope point of the disturbed area.
4. Sediment basin and sediment trap designs shall provide for both "dry" detention and "wet" detention sediment storage. The detention storage shall be composed of equal volumes of "wet" detention storage and "dry" detention storage and each shall be sized as regulated in Section 3.0. The release rate of the basin shall be that rate as regulated in Section 3.0. The elevation of the outlet structure shall be placed such that it only drains the dry detention storage.
5. The sediment storage shall be sized to store the estimated sediment load generated from the site over the duration of the construction period with a minimum storage equivalent to the volume or sediment generated in one year. For construction periods exceeding one year, the 1-year sediment load and a sediment removal schedule may be substituted.
6. The alteration of sinkholes by filling, grading, or excavating is prohibited, including an area within twenty-five (25) feet from the rim.
7. To the extent possible or as otherwise regulated in this ordinance all desirable trees eight (8) inches in diameter and larger shall be protected for their present and future value for erosion protection and other environmental benefits. Trees that have been selected for preservation shall be marked prior to the beginning of any clearing, grading, stripping, excavation, or filling of the site. A "No" construction zone shall be established and marked at the perimeter of the drip line of each tree which is to be preserved.
8. Where natural vegetation is removed during grading, vegetation shall be re-established in such a density as to prevent erosion. Permanent type grasses shall be established as soon as possible or during the next seeding period after grading has been completed. When

grading operations are completed or suspended for more than 30 days, temporary grass must be established at sufficient density to provide erosion control on the site. Between permanent grass seeding periods, temporary cover shall be provided according to the designated officials' recommendation.

- a. All finished grades (areas not to be disturbed by future improvement) in excess of 20% slopes (5:1) shall be mulched and tacked at the rate of 100 pounds per 1,000 square feet when seeded.
9. Provisions shall be made to accommodate the increased runoff caused by changed soil and surface conditions during and after grading. Unvegetated open channels shall be designed so that gradients result in velocities of two fps (feet per second) or less.
 - a. Open channels with velocities more than two fps and less than five fps shall be established in permanent vegetation by use of commercial erosion control blankets or lined with rock rip rap or concrete or other suitable materials as approved. Detention basins, diversions, or other appropriate structures shall be constructed to prevent velocities above five fps.
10. The adjoining ground to development sites (lots) shall be provided with protection from accelerated and increased surface water, silt from erosion, and any other consequences of erosion. Run-off water from developed areas (parking lots, paved sites, and buildings) above the area to be developed shall be directed to diversions, detention basins, concrete gutters, and/or underground outlet systems. Sufficiently anchored straw bales may be accepted as a temporary substitute.
11. Development along natural watercourses shall have residential, commercial or industrial improvements, parking areas or driveways setback a minimum of 25 feet from the top of the existing stream bank. The watercourse shall be maintained and made the responsibility of the subdivision trustees or in the case of a site plan by the property owner. Permanent vegetation should be left intact. Variances will include designed streambank erosion control measures and must be approved.
12. FEMA and U.S. Army Corps of Engineers guidelines shall be followed where applicable regarding site development areas designated as flood plains and wetlands.
13. All lots shall be seeded and mulched at the rate of 200 pounds/acre or sodded before an occupancy permit shall be issued except that a temporary occupancy permit may be issued by the Building and Zoning Department in cases of undue hardship because of unfavorable ground conditions.

4.4.1.7 – Stormwater conveyance channels, including ditches, swales, and diversions, and the outlets of all channels and pipes shall be designed and constructed as regulated in Section 3.0. All constructed or modified channels shall be stabilized within 48 hours, consistent with the standards as required in the IEPA Erosion Control Manual “Standards and Specifications for Soil Erosion and Sediment Control.”

4.4.1.8 – Land disturbance activities in stream channels shall be avoided, where possible, or as regulated in Section 3.0. If disturbance activities are unavoidable, the following requirements shall be met.

1. Construction vehicles shall be kept out of the stream channel to the maximum extent practicable. Where construction crossings are necessary, temporary crossings shall be constructed of non-erosive material, such as riprap or gravel.
2. The time and area of disturbance of stream channels shall be kept to a minimum. The stream channel, including bed and banks, shall be stabilized within 48 hours after channel disturbance is completed, interrupted, or stopped.

4.4.1.9 – Storm sewer inlets and culverts shall be protected by sediment traps or filter barriers meeting accepted design standards and specifications.

4.4.1.10 – Soil storage piles containing more than 10 cubic yards of material shall not be located with a down slope drainage length of less than 25 feet to a roadway, drainage channel, or sinkhole. Filter barriers, including straw bales, filter fence, or equivalent, shall be installed immediately on the down slope side of the piles.

– If dewatering devices are used, discharge locations shall be protected from erosion. All pumped discharges shall be routed through appropriately designed sediment traps or basins, or equivalent and shall not be deposited into a sinkhole.

– Each site shall have graveled (or equivalent) entrance roads, access, drives, and parking areas of sufficient length and width to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by shoveling or street cleaning (not flushing) before the end of each workday and transported to a controlled sediment disposal area.

Section 4.5 – Maintenance of Control Measures: All soil erosion and sediment control measures necessary to meet the requirements of this ordinance shall be maintained periodically by the applicant or subsequent land owner during the period of land disturbance and development of the site in a satisfactory manner to ensure adequate performance.

Section 4.6 – Control of Construction Site Wastes: All waste materials generated during construction activities must be properly disposed. Examples of construction site waste may consist of, but not be limited to, all building materials, raised structure debris, concrete (including concrete truck wash), asphalt, brick, excess soil, rebar, erosion & sediment control materials, cleared vegetation, chemicals, temporary bathroom facilities and all other construction site wastes.

Section 4.7 – Construction Site Stormwater Pollution Prevention Plan: Activities that are applicable to this ordinance, per Section 1.3.0, must provide a Construction Site Storm Water Pollution Prevention Plan (CSSPPP).

The Construction Site Storm Water Pollution Prevention Plan may be a full-sized plan sheet with necessary notes for requirements or may be a narrative explaining construction site operating procedures to minimize or eliminate storm water pollution as a result of construction activities.

The items covered in an approvable CSSPPP are dependent on the activities and the materials required on site to complete the project. Therefore, the detail of the Plan maybe more or less depending on site activities planned. Standard items included in a CSSPPP are, but are not limited to:

1. Purpose
2. Construction Site Description
3. Activities/Materials to be Addressed in the CSSPPP
4. Construction Site Operating Procedures
5. Activities/Materials Monitoring & Maintenance
6. Emergency and Spill Procedures

Should construction site activities/materials change during construction, the CSSPPP must reflect the changes. Therefore, the plan must be kept on-site at all times and be altered as necessary with the approval of the Inspector. Should major changes be warranted, a revised plan must be submitted for review and approval.

Section 5.0 – Long Term Maintenance Responsibility:

Section 5.1 – Long Term Maintenance Responsibility: Maintenance of stormwater drainage, and erosion and sediment control facilities located on private property shall be the responsibility of the owner of that property. Before an appropriate permit is obtained from City of Wood River, Illinois the applicant shall execute a maintenance agreement with the City of Wood River, Illinois of guaranteeing that the applicant and all future owners of the property will maintain its stormwater drainage and erosion and sediment control system and shall provide for access to the system for inspection by authorized personnel of the City of Wood River, Illinois. The maintenance agreement shall also stipulate that if the appropriate personnel of the City of Wood River, Illinois notify the property owner in writing of maintenance problems, which require correction, the property owner shall begin such corrections within twenty four (24) hours and shall not extend beyond seven (7) calendar days of such notification. If the corrections are not made within this time period the City of Wood River, Illinois may have the necessary work completed and assess the cost to the property owner. The City of Wood River, Illinois has the option of requiring a bond to filed by the property owner for maintenance of the stormwater drainage and erosion and sediment control system.

Section 6.0 – Inspections:

Section 6.1.0 – Inspections: The Public Services Director, or designee, shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the stormwater drainage or erosion and sedimentation control plan as approved. Plans for grading, stripping, excavating, and filling

work bearing the stamp of approval of the Public Services Director shall be maintained at the site during progress of the work. In order to obtain inspections and to ensure compliance with this ordinance, the permittee shall notify the Public Services Director within two (2) working days of the completion of the construction stages specified below:

1. Upon completion of installation of the stormwater drainage and erosion and sediment control measures (including perimeter controls and diversions), prior to proceeding with any other earth disturbance or grading,
2. After stripping and clearing,
3. After final grading,
4. After seeding and landscaping deadlines, and
5. After final stabilization and landscaping, prior to removal of sediment controls.

If stripping, clearing, grading and/or landscaping are to be done in phases or areas, the permittee shall give notice and request inspection at the completion of each of the above work stages in each phase or area. If an inspection is not made and the permittee is not notified of the results given within five working days after notice is received by the City of Wood River, Illinois from the permittee, the permittee may continue work at his/her own risk, without presuming acceptance by the City of Wood River, Illinois. Notification of the results of the inspection shall be given in writing at the site.

6.1.1 – Bi-weekly Inspections: Bi-weekly inspection reports shall be submitted to the City of Wood River, Illinois for all Development Permits. Except for permits involving the development of one single family dwelling the Bi-weekly reports must be certified by a registered professional engineer, describing the current status of construction for proposed drainage and detention system, including whether drainage construction and erosion control has been installed in accordance with construction plans. Report shall define whether maintenance has been provided as needed for the erosion.

Section 6.2.0 – Specialized Precautions: If at any stage of the grading of any development site the Public Services Director determines by inspection that the nature of the site is such that further work authorized by an existing permit is likely to imperil any property, public way, stream, lake, wetland, or drainage structure, the Public Services Director may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as is considered advisable to avoid the likelihood of such peril. “Special precautions” may include, but shall not be limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction, or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer and/or engineering geologist which may be made requirements for further work.

6.2.0.1 – Where it appears that storm damage may result because the grading on any development site is not complete, work may be stopped and the permittee required to install

temporary structures or take such other measures as may be required to protect adjoining property or the public safety. On large developments or where unusual site conditions prevail, the Director of Public Services may specify the time of starting grading and time of completion or may require that the operations be conducted in specific stages so as to ensure completion of protective measures or devices prior to the advent of seasonal rains.

Section 6.3 – Amendment of Plans: Major amendments to stormwater drainage and detention or erosion and sediment control plans shall be submitted to the Director of Public Services and shall be processed and approved or disapproved in the same manner as the original plans. Field modification of a minor nature may be authorized by the Director of Public Services by written authorization to the permittee.

Section 7.0 – Permitting:

Section 7.1 – Application for Permit: Application for a Development Permit shall be made by the owner of the property or his authorized agent to the Director of Public Services on a form furnished for that purpose. Each application shall bear the name(s) and address(es) of the owner or developer of the site, the contractor(s) and any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm, and shall be accompanied by a filing fee of \$200 for any permit subject to the requirements of Section 3.0, Stormwater Drainage and Detention. No permit fee is assessed for those developments where only the requirements of Section 4.0, Soil Erosion and Sediment Control, apply. Each application shall include certification that any land clearing, construction, or development involving the movement of earth shall be in accordance with the plans approved upon issuance of the permit.

Section 7.2 – Bond Required: The applicant for a Development Permit may be required to file with the City of Wood River, Illinois, a faithful performance bond or bonds, letter of credit, or other improvement security satisfactory to the City of Wood River, Illinois, and the State's Attorney in an amount deemed sufficient by the Director of Public Services to cover all costs of improvements, landscaping, maintenance of improvements and landscaping, and soil erosion and sediment control measures for such period as specified by the City of Wood River, Illinois and engineering and inspection costs to cover the cost of failure or repair of improvements installed on the site.

Section 7.3.0 – Review and Approval: Each application for a Development Permit shall be reviewed and acted upon according to the following procedures:

7.3.1. The Director of Public Services will review each application for a Development Permit to determine its conformance with the provisions of this ordinance. The Director may also refer any application to the County Soil and Water Conservation District, a consulting engineer retained by the City, and or any other local government or public agency within whose jurisdiction the site is located for review and comment. Within thirty (30) days after receiving an application, the Director of Public Services shall in writing:

- a. Approve the permit application if it is found to be in conformance with the provisions of this ordinance, and issue the permit;
- b. Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance, and issue the permit subject to these conditions; or
- c. Disapprove the permit application, indicating the deficiencies and the procedure for submitting a revised application and/or submission.

7.3.2 – No Development Permit shall be issued for an intended development site unless:

- 1. The development, including but not limited to subdivision or planned unit development, has been approved by the City of Wood River, Illinois where applicable, or
- 2. such permit is accompanied by or combined with a valid building permit issued by the City of Wood River, Illinois, or
- 3. the proposed earth moving is coordinated with any overall development program previously approved by the City of Wood River, Illinois for the area in which the site is situated; and
- 4. all relevant federal and state permits have been received for the portion of the site subject to soil disturbance as noted in Section 1.2.

7.3.3 – Failure of the Director of Public Services to act on an original or revised application within thirty (30) days of receipt shall authorize the applicant to proceed in accordance with the plans as filed and in compliance with the regulations contained herein, unless such time is extended by (30) days by the Director of Public Services and written notice is given to the applicant as to why an extension was needed.. Pending preparation and approval of a revised plan, development activities shall be allowed to proceed in accordance with conditions established by the Director of Public Services.

7.4 – Final Certification: Prior to final approval by the City of Wood River, a registered professional engineer shall certify that detention basin has been constructed in accordance with construction plans and proposed volume has been provided. An “as-built” survey of the detention basin, prepared by a license surveyor, shall be included with the certification for approval.

Section 7.5 – Expiration of Permit: Every Development Permit shall expire and become null and void if the work authorized by such permit has not been commenced within one hundred and eighty (180) days, or if not completed by a date which shall be specified in the permit; except that the Director of Public Services may, if the permittee presents satisfactory evidence that unusual difficulties have prevented work being commenced or completed within the specified time limits, grant a reasonable extension of time if written application is made before the expiration date of the permit. The Director of Public Services may require modification of the

erosion control plan to prevent any increase in erosion or off-site sediment runoff resulting from any extension.

Section 7.6 – Appeals: The applicant, or any person or agency, which received notice of the filing of the application, may appeal the decision of the Director of Public Services to the City Council. Upon receipt of an appeal, the City Council shall schedule and hold a public hearing, after giving (15) days notice thereof. The Council shall render a decision within thirty (30) days after the hearing. Factors to be considered on review shall include, but need not be limited to, the effects of the proposed development activities on the surface water flow to tributary and downstream lands, any comprehensive watershed management plans, or the use of any retention facilities; possible saturation of fill and unsupported cuts of said fill by water, both natural and domestic; runoff of surface waters that produce erosion and siltation of drainage ways; nature and type of soil and excessive and unnecessary scarring of the natural landscape through grading or removal of vegetation.

Section 8.0 – Enforcement:

Section 8.1.0 – Stop-Work Order; Revocation of Permit: In the event any person holding a Development Permit pursuant to this ordinance violates the terms of the permit, or carries on-site development in such a manner as to materially adversely affect the health, welfare, environment, or safety of persons residing or working in the neighborhood of the development site or so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the Director of Public Services may suspend or revoke the Development Permit.

8.1.1 – Suspension of a permit shall be by a written stop-work order issued by the Director of Public Services and delivered to the permittee or his agent of the person performing the work. The stop-work order shall be effective immediately, shall state the specific violations cited, and shall state the conditions under which work may be resumed. A stop-work order shall remain in effect until the next regularly scheduled meeting of the City Council at which the time the conditions of Section 7.5 below can be met.

8.1.2 – No Development Permit shall be revoked until a hearing is held by the City Council. Written notice of such hearing shall be served on the permittee, either personally or by registered mail, and shall state:

1. The grounds for complaint or reasons for suspension or revocation, in clear and concise language; and
2. The time when and place where such hearing will be held.

Such notice shall be served on the permittee at least (5) days prior to the date set for the hearing. At such hearing, the permittee shall be given an opportunity to be heard and may call witnesses and present evidence on his behalf. At the conclusion of the hearing the City Council shall determine whether the permit shall be revoked.

Section 8.2 – Violations and Penalties: No person shall construct, enlarge, alter, repair or maintain any grading, excavating or fill, or cause the same to be done, contrary to or in violation of any terms of this ordinance. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted shall constitute a separate offence. Upon conviction of any such violation, such person, partnership, or corporation shall be punished by a fine of not more than Five Hundred Dollars (\$500) for each offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this ordinance shall be required to restore the site to the condition existing prior to commission of the violation, or to bear the expense of such.

Section 9.0 – Effective Date

This ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

Section 3. Severability. If any part of this ordinance is found invalid, such finding shall not affect the validity of the remaining portions.

Section 4. Any Ordinances or City Code provisions that conflict with the changes stated herein are hereby repealed and replaced by this Ordinance.

Section 5. That this Ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of February 17, 2026.

This Ordinance adopted by the City Council of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 17th day of February, 2026, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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



ORDINANCE NO.

ORDINANCE AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE TO WR FARM INVESTMENTS LLC, PURSUANT TO THE AMENDED PURCHASE AND SALE AGREEMENT, AS ATTACHED

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

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

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

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

and;

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

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

APPROVED:

Tom Stalcup
Mayor
City of Wood
River
Madison County, Illinois

ATTEST:

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

AMENDED PURCHASE AND SALE AGREEMENT

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

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

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

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

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

PURCHASE PRICE. Purchaser agrees to pay, and Seller agrees to accept payment of the sum of One Million and 00/100 Dollars (\$1,000,000.00) as the purchase price for the Property (the "Purchase Price"), which amount shall be adjusted for prorations as hereinafter described and shall be paid on the Closing Date (as defined in Section 3.1 below) by wire transfer of good U.S. funds delivered first to Community Title, 2600 State St. STE D, Alton, IL 62002 ~~First American Title National Commercial Services of St. Louis, 101 S. Hanley Road, Suite 575, St. Louis, Missouri 63105~~ (the "Title Company"), in escrow, and then by the Title Company to Seller upon satisfaction or written waiver of all conditions to the obligation of Purchaser to consummate the transaction described herein.

CLOSING.

Closing Date. The event at which the Property is conveyed to Purchaser and the Purchase Price is paid to Seller (the "Closing") will occur, subject to the satisfaction or written waiver of all conditions described herein to the obligations of Seller and Purchaser to consummate the Closing, on February 20, 2026 at the Title Company, or before the earlier of the thirtieth (30th) day following expiration of the Approvals Period (as defined in Section 6 below) (the "Closing Date"), time being of the essence.

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

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

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

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

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

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

provisions of this Agreement and the Title Company distributes and disburses such documents and funds upon the receipt of all closing deliveries required herein.

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

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

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

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

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

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

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

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

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

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

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

Title.

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

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

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

Current taxes not yet due and payable;

The Permitted Exceptions;

The lien of Purchaser's lender, if any; and

Exceptions created pursuant to the terms hereof and any other matters which have been approved in writing by Purchaser.

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

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

EARNEST MONEY.

1. Earnest Money – Prior to Closing.

Within five (5) business days following the Effective Date, Purchaser shall deliver Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Initial Deposit"; for purposes of this Agreement, the term "Earnest Money" means the Initial Deposit and the Additional Deposit (defined in Section 6 of this Agreement) and all interest earned thereon) to the Title Company. The Title Company shall hold the Earnest Money for the mutual benefit of the Parties in an interest bearing account at a bank whose accounts are federally insured, and shall apply and disburse the Earnest Money as provided in this Agreement. In the event Purchaser fails to make the Initial Deposit prior to the expiration of said 5-business day period, Seller at Seller's election, may terminate this Agreement and the Parties shall have no liability to one another hereunder. The Parties agree this Initial Deposit of Earnest Money was made by Developer and it is non-refundable.

2. Earnest Money – At Closing.

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

DUE DILIGENCE.

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

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

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

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

REPRESENTATIONS AND WARRANTIES.

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

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

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

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

Seller and Purchaser agree the Parties have discussed the possible interest of the Army Corps of Engineers and/or any other government authority's possible interest in declaring parts of the Property a wetland, flood hazard area, or other designation related to flooding or flooding run-off. Purchaser accepts that this is

the extent of Seller's knowledge on this topic, and this disclosure shall not be deemed a breach of this Agreement by Seller, or reason to terminate this Agreement by Purchaser.

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

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

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

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

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

Purchaser has not been adjudicated to be bankrupt or insolvent.

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

CLOSING GENERALLY.

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

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

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

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

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

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

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

Title. Upon Closing, title to the Property shall be conveyed to Purchaser free and clear of any lien, mortgage, security agreement, lease, judgment lien, tax lien, vendor's lien, mechanic's lien or other lien, whether voluntary or involuntary (each, a "lien"). If there are any such liens on the Land at Closing, Seller, at Seller's sole expense, shall cause them to be released and terminated of record, in a manner acceptable to Purchaser and the Title Company for the purpose of insuring Purchaser that the title will be free and clear of any such exceptions.

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

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

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

and grant to Purchaser of the right to substitute itself in the place and stead of Seller in any litigation or other proceeding) relative to such taking.

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

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

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

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

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

CONFIDENTIALITY. [Reserved]

MISCELLANEOUS.

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

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

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may also be executed with counterpart signature pages, and it is agreed that such counterpart signatures, when assembled into a single document with multiple signature pages, shall be binding upon and enforceable against the Parties to the same extent as if all signatures were set forth on the same copy of this Agreement.

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

Time is of the essence in this Agreement.

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

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

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

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

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

Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this

Agreement or any agreement or document related hereto or entered into in connection herewith.

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

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

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

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

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

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

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

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

SELLER:

CITY OF WOOD RIVER, ILLINOIS

By: _____

Dated: _____, 2025

PURCHASER:

WR FARMS INVESTMENTS LLC,
a Missouri limited liability company

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

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

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

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

Dated: _____, 2026⁵

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

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

COMMUNITY TITLE FIRST AMERICAN TITLE
INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 3.2.1 TO PURCHASE AND SALE AGREEMENT

WARRANTY DEED

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

THE ABOVE SPACE FOR RECORDER'S USE ONLY

the following described real estate, to-wit:

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

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

Dated this _____ day of _____, 20__.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Warranty Deed]

GRANTOR: CITY OF WOOD RIVER, ILLINOIS

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

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

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

Notary Public

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

Exhibit A to Warranty Deed

Legal Description

Tract 1:

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

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

Tract 2:

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

Exhibit B to Warranty Deed

Applicable Exceptions

EXHIBIT 5.2 TO PURCHASE AND SALE AGREEMENT

Seller's Deliveries

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

Existing survey of the Land, if any.

Copies of any and all environmental reports in Seller's possession relating to the Land or any portion thereof (including, without limitation, any wetlands studies or reports), together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer relating to the Land to Purchaser and Purchaser's attorneys, lenders and other consultants.

Copies of any and all topographical studies of the Land or any portion thereof in Seller's possession; together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer to Purchaser and Purchaser's attorneys, lenders and other consultants.

Copies of any and all studies of the soil and other subsurface conditions of the Land in Seller's possession; together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer to Purchaser and Purchaser's attorneys, lenders and other consultants.

Copies of any and all development agreements, development approvals, service contracts, management agreements and other operating agreements affecting the Land.

Copies of all documentation relative to the zoning regulations affecting the Land, including, without limitation, any variances, special use permits or other matters relating to any and all applicable land use restrictions.

Copies of all site plans or other plans and specifications for any contemplated improvements on or affecting the Land, together with any and all engineering studies, traffic studies, communications with governmental authorities relating to access requirements for affecting the Land, plats, plans, drawings, specifications, title insurance policies and other like documents, instruments and items relating to affecting the Land.

EXHIBIT 10 TO PURCHASE AND SALE AGREEMENT

Notices Schedule

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

If to Seller:

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

With a copy to:

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

If to Purchaser:

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

With a copy to:

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

ORDINANCE NO.

ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT FOR A PROJECT IN THE TIF NUMBER THREE PROJECT AREA BETWEEN WR FARMS INVESTMENTS LLC AND CITY OF WOOD RIVER FOR FUTURE DEVELOPMENT OF PROPERTIES INCLUDING BUT NOT LIMITED TO THE CITY OWNED ENVIROTECH BUSINESS PARK, WINCHESTER PROPERTY, ABB OPTICAL PROPERTY, AND ROYAL OAKS RECYCLING, 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, WR FARMS INVESTMENTS, LLC (“Developer”), has presented to City a proposal for a redevelopment project in part of the TIF District #3 project area, specifically:

1. City owned Envirotech Business Park – PPN:

- 19-2-08-29-00-000-010
- 19-1-08-20-00-000-012
- 19-1-08-20-00-000-012.001
- 19-1-08-21-00-000-001.001
- 19-1-08-21-00-000-001
- 19-1-08-21-00-000-001.002
- 19-1-08-28-00-000-001
- 19-2-08-29-00-000-011

2. Winchester Property – PPN:

- 19-2-08-28-00-000-011

3. ABB Optical – PPN:

- 19-1-08-29-00-000-009.001

4. Royal Oaks – PPN:

- 19-2-08-29-00-000-009

(“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: \$95,000,000.00
- b. TIF Cap: \$50,000,000.00
- c. City agrees to reimburse the Developer for Redevelopment Project Costs incurred, eligible for reimbursement under the TIF Act, up to 90% of the property tax increment generated by the Project on the Property under the TIF Act, not to exceed the TIF Cap of \$50,000,000.00, over the remaining life of TIF #3, with reimbursement to end at the end of the initial twenty-three (23) year life of TIF #3.
- d. The reimbursement of the Redevelopment Project Costs incurred under the TIF Act, or the reimbursement of the Redevelopment Project Costs incurred under the TIF Act up to the \$50,000,000 TIF Cap, whichever amount is less, shall be paid based strictly on reimbursement of 90% of the property tax increment after completion of the Project, or phases of the Project, with each property seeking reimbursement passing all City inspections (if any).
- e. City and Developer understand and agree that no reimbursement of Redevelopment Project Costs incurred under the TIF Act for the Project at the Property will be paid by City from any source other than new property tax increment generated by the Project at the Property, and under the TIF Act.
- f. 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.

g. Specifically, as to City owned Envirotech Business Park, and not as part of the TIF Act reimbursement, but as a separate incentive, City agrees as follows:

- 1) City shall rebate to Developer from the Purchase Price of the City owned Envirotech Business Park ("Land"), the sum of \$100,000 for each production studio constructed on the Land to be paid upon completion of construction of said production studio, with a cap of \$600,000 to be paid for six (6) production studios as shown through bid documents and made a part of the sale of the Land to Developer.
- 2) City shall have sixty (60) days to make the payment of \$100,000 for each production studio constructed, and shall make the payment once the City Manager, or the City Manager's designee has determined the production studio has, in fact, been completed.
- 3) This "Section g" shall not be part of any TIF reimbursement, shall not count towards the TIF Cap, and shall be paid out of the \$1,000,000 purchase price for the Land.

(See **Exhibit A**)

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 17th of February, 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT,
BETWEEN WR FARMS INVESTMENTS LLC AND CITY OF WOOD RIVER, FOR
FUTURE DEVELOPMENT OF PROPERTIES INCLUDING BUT NOT LIMITED TO
THE CITY OWNED ENVIROTECH BUSINESS PARK, WINCHESTER PROPERTY,
ABB OPTICAL PROPERTY, AND ROYAL OAKS RECYCLING**

This Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and WR Farms Investments LLC ("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 intends to purchase the following property for purposes of development:

1. City owned "Envirotech Business Park" – PPN:

19-2-08-29-00-000-010
19-1-08-20-00-000-012
19-1-08-20-00-000-012.001
19-1-08-21-00-000-001.001
19-1-08-21-00-000-001
19-1-08-21-00-000-001.002
19-1-08-28-00-000-001
19-2-08-29-00-000-011

2. "Winchester Property" – PPN:

19-2-08-28-00-000-011

3. "ABB Optical" – PPN:

19-1-08-29-00-000-009.001

4. "Royal Oaks" – PPN:

19-2-08-29-00-000-009

(hereinafter "Property"); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's TIF #3 District ("TIF #3"); 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 Project Costs: \$95,000,000.00

(See **Exhibit A**); and

WHEREAS, Developer requests up to a hard cap on TIF incentives of \$50,000,000.00 ("TIF Cap"), and anticipates TIF eligible costs estimated as follows:

1. City owned Envirotech Business Park: \$38,925,000.00
2. Winchester Property: \$5,350,000.00
3. ABB Optical: \$3,500,000.00
4. Royal Oaks: \$2,150,000.00

(See **Exhibit A**; hereinafter "Project"); and

WHEREAS, Developer is still in the planning stages of the Project and may utilize the TIF Cap on all Property purchased by Developer within TIF #3 for the Project (See Map attached hereto as **Exhibit B**); 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

WHEREAS, City and Developer agree that City will only be responsible for reimbursing TIF eligible expenses under the TIF Act, City will only be responsible for reimbursing Developer TIF eligible expenses from tax increment generated by the Project under the TIF Act, and City will reimburse Developer 90% of the tax increment generated by the Project on the Property for TIF eligible expenses with City retaining 10% of the tax increment generated by the Project on the Property.

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 thirty-six (36) 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.

Developer intends to develop the Project over time and in phases. As the Project is completed, and TIF eligible redevelopment project costs are incurred by Developer, City will reimburse Developer. 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, TIF eligible expenses and 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.

4. Specifically, as to City owned Envirotech Business Park, and not as part of the TIF Act reimbursement, but as a separate term and condition to this Development Agreement, Developer agrees as follows:
 - a. Developer has agreed to develop the Property into production studios for television and motion-pictures (the “Project”), which is the general purpose of this Development Agreement, and the general reason for the incentives from the City to assist with the Project on the Property.
 - b. Should Developer fail to develop the Project on the Property, Developer agrees to grant City an option for up to ten (10) years from the date of execution of this Agreement to purchase back the City owned Envirotech Business Park for whatever Developer paid City to purchase the City owned Envirotech Business Park.
 - c. City has no obligation to exercise this option granted by Developer as part of this Agreement, and may choose to keep the purchase price for the City owned Envirotech Business Park.

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 (currently established meaning from date of creation until expiration after twenty-three (23) years), or until the agreed maximum TIF reimbursement to Developer has been reached (the TIF Cap) 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: \$95,000,000.00
- b. TIF Cap: \$50,000,000.00
- c. City agrees to reimburse the Developer for Redevelopment Project Costs incurred, eligible for reimbursement under the TIF Act, up to 90% of the property tax increment generated by the Project on the Property under the TIF Act, not to exceed the

TIF Cap of \$50,000,000.00, over the remaining life of TIF #3, with reimbursement to end at the end of the initial twenty-three (23) year life of TIF #3.

d. The reimbursement of the Redevelopment Project Costs incurred under the TIF Act, or the reimbursement of the Redevelopment Project Costs incurred under the TIF Act up to the \$50,000,000 TIF Cap, whichever amount is less, shall be paid based strictly on reimbursement of 90% of the property tax increment after completion of the Project, or phases of the Project, with each property seeking reimbursement passing all City inspections (if any), and according to terms and conditions stated herein.

e. City and Developer understand and agree that no reimbursement of Redevelopment Project Costs incurred under the TIF Act for the Project at the Property will be paid by City from any source other than new property tax increment generated by the Project at the Property, and under the TIF Act.

f. 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.

g. Specifically, as to City owned Envirotech Business Park, and not as part of the TIF Act reimbursement, but as a separate incentive, City agrees as follows:

- 1) City shall rebate to Developer from the Purchase Price of the City owned Envirotech Business Park ("Land"), the sum of \$100,000 for each production studio constructed on the Land to be paid upon completion of construction of said production studio, with a cap of \$600,000 to be paid for six (6) production studios as shown through bid documents and made a part of the sale of the Land to Developer.
- 2) City shall have sixty (60) days to make the payment of \$100,000 for each production studio constructed, and shall make the payment once the City Manager, or the City Manager's designee has determined the production studio has, in fact, been completed.
- 3) This "Section g" shall not be part of any TIF reimbursement, shall not count towards the TIF Cap, and shall be paid out of the \$1,000,000 purchase price for the Land.

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. City's 60-day reimbursement deadline will not begin until City receives the necessary parcel and increment information from Madison County, IL. If City has not received the necessary parcel and increment information from Madison County, IL to reimburse Developer, City's sixty-day deadline to reimburse Developer is tolled until the requisite information is received by City. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

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

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

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

Section 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 (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Christopher Breakwell
CEO/President
Hollywood River Studios
1521 West 3rd Street
Building 203, America's Central Port
Granite City, Illinois 62040

To the City:

City of Wood River
111 North Wood River Ave
Wood River, IL 62095

CITY OF WOOD RIVER, ILLINOIS:

Mayor

WR FARMS INVESTMENTS LLC

**City of Wood River
TIF Assistance Application**

Address of Proposed Project _____

Applicant Information

Applicant Name WR Farms Investments LLC Phone _____
 Applicant Address Envirotech Business Park Email _____
 City, State, Zip Wood River, IL 62095
 Contact Person/Title Christopher L Breakwell

Project Costs:

Type of Cost	Projected Cost
City Owned Envirotech Business Park	\$ 84,000,000.00
Winchester Property	\$ 5,350,000.00
ABB Optical	\$ 3,500,000.00
Royal Oaks	\$ 2,150,000.00

Total Project Cost \$ 95,000,000.00
 Assistance Requested 90% of available property tax increment generated by this project for the life of TIF #3
 Current Fair Market Value \$ 500,000.00
 Expected Fair Market Value After Completion of Proposed Project \$ 50,000,000.00

Are You the Current Owner of the Property? YES NO (if yes, skip to #1)
 Are You the Current Tenant of the Property? YES NO (if yes, provide owner information below)
 Are you a Prospective Buyer? YES NO (if yes, provide owner information below)

Current Property Owner Information (if different than applicant):

Owner's Name City of Wood River Phone _____
 Owner's Address _____ Email _____

**City of Wood River
TIF Assistance Application**

1 Describe the scope and purpose of this project.

Development of a new film and digital media production campus known as Hollywood River Studios, including modular sound stages, an e sports arena, support space, and related Infrastructure on approximately 105 acres.

2 Identify the proposed tenant (If applicable).

Hollywood River Studios, operated by WR Farms Investments LLC and affiliated production entities.

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

The project will transform vacant and underutilized Industrial land into an active production campus, installing new infrastructure and utilities and eliminating long term vacancy and lack of productive use.

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

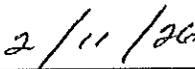
Creation of construction and permanent jobs, significant new equalized assessed value, expansion of the City's tax base, attraction of new private investment, and increased regional economic activity related to film and media production.

5 Provide narrative explaining why the project is not feasible and could not be carried out without TIF funding assistance:

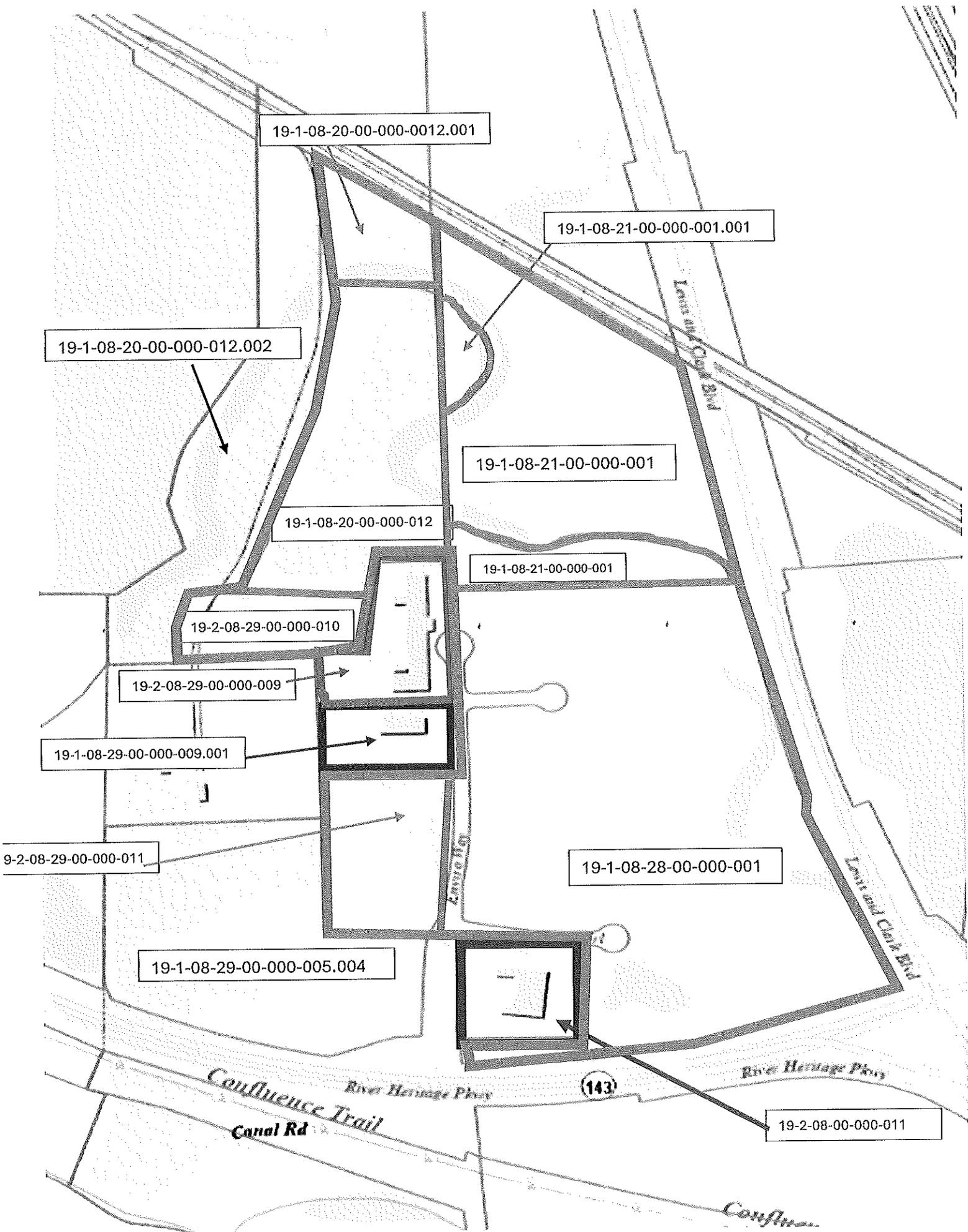
The project includes substantial upfront infrastructure and utility costs that exceed what the private market can support. TIF assistance is necessary to close the financing gap, fund public infrastructure improvements, and make the development financially feasible.



Applicant Signature



Date



RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WOOD RIVER AND C.J. SCHLOSSER & COMPANY, LCC FOR ADUIT AND FINANCIAL SERVICES

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

WHEREAS, City desires to retain C.J. Schlosser & Company, LLC ("Schlosser") for professional services to assist with audit services for the years of April 30, 2026, 2027, and 2028 ("Project"); and

WHEREAS, Schlosser has submitted a Professional Services Agreement for the Project, which includes the audit of financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and disclosures, for an estimated amount as provided below:

- April 30, 2026 - \$33,000.00
- April 30, 2027 - \$34,000.00
- April 30, 2028 - \$35,000.00

(see "Schlosser Proposal," attached hereto as **Exhibit A**); and

WHEREAS, City finds that the terms of the Schlosser Proposal (see **Exhibit A**) are fair and reasonable, and City has determined the Schlosser 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 Schlosser Proposal (see **Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute and date the Schlosser 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 Schlosser 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 Starstruck 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 City of Wood River, Illinois, and deposited and filed in the Office of the City Clerk, on the 17th day of February 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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



C. J. SCHLOSSER
& COMPANY, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

David M. Bartosiak
Cindy A. Tefteller
Kevin J. Tepen

Trisha M. Shrewsberry
Kendra M. Sievers
Christopher D. Sobrino

January 29, 2026

City of Wood River, Illinois
Attn: Karen Weber
111 Wood River Avenue
Wood River, IL 62095

We are pleased to confirm our understanding of the services we are to provide the City of Wood River, Illinois for the years ended April 30, 2026, 2027 and 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Wood River, Illinois as of and for the years ended April 30, 2026, 2027, and 2028. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Wood River, Illinois' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Wood River, Illinois' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules (Cash Basis)
- 3) GASB Required Pension Information
- 4) Required OPEB Funding Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Wood River, Illinois' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion

on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Combining Fund Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Assessed Valuations, Tax Rates, Extensions and Collections

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Wood River, Illinois and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure, or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would

be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Wood River, Illinois' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are

immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Wood River, Illinois in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional

judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

As attest client, C.J. Schlosser & Company, L.L.C. cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. City of Wood River, Illinois is responsible for maintaining its own data and records.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Thomson Reuters secure communications link is used solely as a method of exchanging information and is not intended to store the City's information. At the end of the engagement, C.J. Schlosser & Company, L.L.C. will provide the City with a copy (in an agreed-upon format) of deliverables and data related to the engagement.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of C. J. Schlosser & Company, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Illinois or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. J. Schlosser & Company, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Illinois. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Trisha Shrewsberry is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$33,000, \$34,000, and \$35,000 for the years ended April 30, 2026,

2027, and 2028, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The above fee doesn't include costs associated with performing a Single Audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The additional fee to complete the Single Audit would be \$2,500 to \$5,000 depending on the complexity of the audit requirements of the federal funds received. This would only apply if you spent in excess of \$1,000,000 in any given year.

Reporting

We will issue a written report upon completion of our audit of the City of Wood River, Illinois' financial statements. Our report will be addressed to the City Council of the City of Wood River, Illinois. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Wood River, Illinois is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Wood River, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

C. J. Schlosser & Company, L.L.C.

C. J. Schlosser & Company, L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Wood River, Illinois.

Management signature: _____

Title: _____

Date: _____

RESOLUTION NO:

RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH UTILITRA FOR THE WOOD RIVER RECREATION CENTER

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

WHEREAS, City desires to offer a sponsorship opportunity for Utilitra to sponsor the walking track at the Wood River Recreation Center; and

WHEREAS, Utilitra has presented City with a proposed agreement (“Utilitra Proposal”) for approval (*See Exhibit A*); and

WHEREAS, the Utilitra Proposal may generate up to \$2,500.00 in sponsorship revenue for the Wood River Recreation Center over five years (*See Exhibit A*); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the Utilitra Proposal (*See Exhibit A*); and

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

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

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

Section 2. The Utilitra Proposal (**Exhibit A**) is approved.

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of February 17, 2026.

This Resolution adopted by the City Council of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 17th day of February 2026, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:
NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

Agreement

This Agreement ("Agreement") is entered into this _____ day of _____, 2026 ("Effective Date"), by and between ("SPONSOR") and City of Wood River ("OWNER"). OWNER and/or SPONSOR may each be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, OWNER is presently developing the Wood River Recreation Center which will include the amenities hereinafter described; and

NOW, THEREFORE, in consideration of the promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

1. SPONSOR will be an official sponsor of the Wood River Recreation Center and will have the right to utilize the official marks and logos of the Wood River Recreation Center to designate itself as a sponsor of this venue in the following categories:

LANDMARK – WALKING TRACK PARTNER

1. SPONSOR will receive one (1) 4' X 3.5' banner ad on the walking track (western side) of the Wood River Recreation Center.
 - a.) OWNER will be responsible for the upkeep of the Wood River Recreation Center. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Wood River Recreation Center, including but not limited to Wood River Recreation Center repairs and maintenance.
 - b.) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

1. SPONSOR and OWNER will mutually agree upon in writing and disseminate a social media post and/or schedule a press conference announcing the partnership solely between SPONSOR and OWNER.

TERM AND INVESTMENT

1. The Term of this Agreement will be for five (5) years.

a.) SPONSOR will pay OWNER as follows for the partnership to the Wood River Recreation Center via the following monetary amounts, excluding any sales tax that might be applicable:

Year 1 (2026 – 2027) = \$500.00

Year 2 (2027 – 2028) = \$500.00

Year 3 (2028 – 2029) = \$500.00

Year 4 (2029 – 2030) = \$500.00

Year 5 (2030 – 2031) = \$500.00

b.) Payments will be due on an annual basis and are due and payable at the beginning of each contract year unless one time payment is paid.

I. 1st payment due on or before March 15, 2026

II. 2nd payment not due until the 1 year anniversary of signage installation date

c.) OWNER shall provide SPONSOR with an invoice for each annual installment no later than forty-five days prior to the due date thereof. Annual payments will be in default if not received by OWNER within fifteen days of the due date thereof.

d.) Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

TERMINATION

1. SPONSOR may, in its sole discretion, terminate this Agreement by written notice to OWNER if: (a) OWNER ceases to own or operate the Wood River Recreation Center or the location of the Wood River Recreation Center changes; or (b) OWNER misrepresents, misappropriates or misuses the name or Marks (as defined below) of SPONSOR.
2. Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any consequential, special, indirect, incidental, punitive, exemplary, or similar damages (including damages for loss of use, business, or profit) that the other Party suffers in connection with this Agreement, regardless whether such action is based on contract, tort, or any other legal theory and whether such Party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen.

REPRESENTATIONS AND WARRANTIES

1. OWNER represents and warrants that: (a) OWNER has the right to grant to SPONSOR the partnership and all of the benefits described in this Agreement; (b) OWNER has obtained the approvals of all third parties which are required (if any) in order for OWNER to grant the benefits under this Agreement in favor of SPONSOR; (c) the naming rights and benefits described in and granted under this Agreement comply with all applicable laws; and (d) the Advertising Materials shall be of good quality, shall conform to the requirements of this Agreement, and shall be prepared in a professional and workmanlike manner.

XII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use, and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XIII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible.

XIV. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

Utilitra

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date



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

Office: (618) 251 - 3100
Fax: (618) 251 - 3102

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 02/4/26

Name of Person completing application: Alison Beachum

Title: Cheer Coach

Agency/group seeking permit: EAWR Cheerleaders

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

Phone number: 618-910-

Date for which permit is sought: 04/18/2026

Proposed hours of solicitation: 8:30-4:00 pm

Does the soliciting agency agree to be solely liable for any injuries to any person or property during solicitation, which is directly related to an act of ordinary negligence of the soliciting agent?
Yes

Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured?
Yes

A certified copy of said insurance policy must be filed with the City Clerk at least five (5) days prior to the solicitation activity.

SOLICITATION REQUIREMENTS:

- Solicitation shall only take place between April 1 and November 1. Solicitations are permitted on **Saturdays only** and may begin at 8:00 am and must end by 4:00 pm, unless otherwise approved by the City Council.
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- Any group under the age of 18 must have adult supervision.
- Solicitation requests shall be turned into the City Clerk's office between February 1 and February 28, 2026, on the appropriate application (attached).
- Violation of the above policy by any person, group, corporation or charity may lead to revocation or suspension of the right to solicit funds in the future.

I, the undersigned, hereby verify that I have read the solicitation requirements and agree to abide by the requirements set forth.



Signature of Applicant

Return completed application to:

Office of the City Clerk
City of Wood River
111 N. Wood River
Wood River, IL 62095

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 2-6-26

Name of Person completing application: Scott Kirsch

Title: Quartermaster

Agency/group seeking permit: Wood River VFW Post 2859

Address of agency/group: 231 E. Edwardsville Rd.
Wood River, IL 62095

Phone number: 618-401-1781

Date for which permit is sought: May 9th, 2nd, 30th

Proposed hours of solicitation: 8a - 4p

Does the solicit agency agree to be solely liable for any injuries to any person or property during solicitation, which is casually related to an act of ordinary negligence of the soliciting agent?

Yes

Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? Yes

A certified copy of said insurance policy must be filed with the City Clerk at least five (5) days prior to the solicitation activity.

SOLICITATION REQUIREMENTS

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Signature of Applicant

Return completed application to:

Office of the City Clerk
City of Wood River
111 N. Wood River
Wood River, IL 62095



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

Office: (618) 251 - 3100
Fax: (618) 251 - 3102

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: February 11, 2026

Name of Person completing application: Mary Roberts

Title: Secretary

Agency/group seeking permit: Marine Corps Ladies Auxiliary
Unit #488

Address of agency/group: Pat Freeman (President)
146 22nd Street, Alton, IL 62002

Phone number: (618) 363-9796

Date for which permit is sought: May 23, 2026

Proposed hours of solicitation: 9 a.m. - 1 p.m.

Does the soliciting agency agree to be solely liable for any injuries to any person or property during solicitation, which is casually related to an act of ordinary negligence of the soliciting agent?

Yes

Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? Yes

A certified copy of said insurance policy must be filed with the City Clerk at least five (5) days prior to the solicitation activity.

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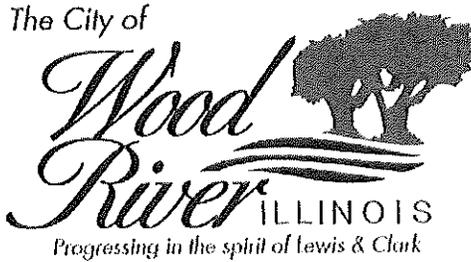


Signature of Applicant

Return completed application to:

Office of the City Clerk
City of Wood River
111 N. Wood River
Wood River, IL 62095

15



111 Wood River Avenue
Wood River, IL 62095-1938

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

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 2/3/26

Name of Person completing application: Brandon Johnson

Title: EAWR Assistant Boys Soccer

Agency/group seeking permit: EAWR Boys Soccer

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

Phone number: 618-570-9343

Date for which permit is sought: Any Saturday in June except 6/27 June 6, 2026

Proposed hours of solicitation: 8:00 a.m. to 4:00 p.m.

Does the soliciting agency agree to be solely liable for any injuries to any person or property during solicitation, which is casually related to an act of ordinary negligence of the soliciting agent?

yes

Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? yes

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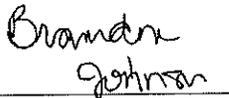


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I, the undersigned, hereby verify that I have read the solicitation requirements and agree to abide by the requirements set forth.

Brandon Johnson



Signature of Applicant

Return completed application to:

Office of the City Clerk
City of Wood River
111 N. Wood River
Wood River, IL 62095

116



111 Wood River Avenue
Wood River, IL 62095-1938

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

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 2/3/26

Name of Person completing application: Billy Sullivan

Title: EAWR Head Boys Basketball Coach

Agency/group seeking permit: EAWR Boys Basketball

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

Phone number: 618-980-2375

Date for which permit is sought: Any date in June or July July 18, 2026

Proposed hours of solicitation: 8:00 a.m. to 4:00 p.m.

Does the soliciting agency agree to be solely liable for any injuries to any person or property during solicitation, which is casually related to an act of ordinary negligence of the soliciting agent?

yes

Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? yes

A certified copy of said insurance policy must be filed with the City Clerk at least five (5) days prior to the solicitation activity.



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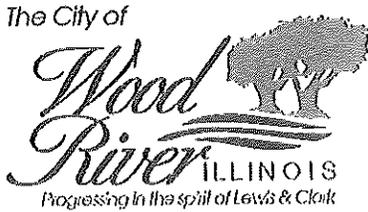
I, the undersigned, hereby verify that I have read the solicitation requirements and agree to abide by the requirements set forth.

Billy Sullivan

Signature of Applicant

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



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

Office: (618) 251 - 3100
Fax: (618) 251 - 3102

APPLICATION TO SOLICIT CONTRIBUTIONS
ON PUBLIC STREETS

Date: 2/2/26

Name of Person completing application: Tom HEBEL

Title: FINANCIAL SECRETARY

Agency/group seeking permit: Wood River Heights of Columbus #2944

Address of agency/group: 345 E. Acton
Wood River, IL 62095

Phone number: 618-580-3828

Date for which permit is sought: 9/19/26

Proposed hours of solicitation: 8-4

Does the soliciting agency agree to be solely liable for any injuries to any person or property during solicitation, which is casually related to an act of ordinary negligence of the soliciting agent?

Yes

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