

- 7) Approval of an ordinance amending City Code 90-, Title XV: Land Usage, Chapter 155 Zoning Code, Section 155.01 Adoption by Reference, to include changes to the City of Wood River Zoning Code 96-14, Article 4: Regulations for Specific Districts, amending Sections 4-9.3 – Special Uses and 4-9.4 – Restrictions.
- 8) Approval of an ordinance amending City Code 90-7, Title XV: Land Usage, Chapter 155 Zoning Code, Section 155.01 Adoption by Reference, to include changes to the City of Wood River Zoning Code 96-14, Article 7: Supplementary Use Restrictions, adding Section 7-26 Short-Term Rentals.
- 9) Approval of an ordinance authorizing an Amended Redevelopment Agreement with Crown Auto Properties II, LLC, for TIF Financial Assistance at 59 and 61 E. Ferguson Avenue.
- 10) Approval of a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and Gray Design Group of Illinois, Inc. for the City Center Outdoor Event Space located at 101 E. Ferguson Avenue, Wood River, Illinois 62095.
- 11) Approval of a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and Oates Associates, Inc. for design engineering services for the IL 143 Off-Street Bike/Ped Path Phase 1 Project.
- 12) Approval of a recommendation to award the 2026-2027 MFT Maintenance Bids, as submitted by the Director of Public Services.
- 13) Approval of a request to accept the bid from Kamex, Inc., in the amount of \$612,402.75 for the Edwardsville Road Water Line Improvements Phase 4 Project, as submitted by the Director of Public Services.
- 14) Approval of a request from EAWR High School – Softball to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, September 12, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 15) Approval of a resolution amending the City Manager's Employment Agreement with the City of Wood River, Illinois.
- 16) Old Business
- 17) New Business
- 18) 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.

March 2, 2026

PUBLIC HEARING
MS4 PERMIT

Mayor Tom Stalcup called a Public Hearing to order at 7:00 p.m. on Monday, March 2, 2026, in the Council Chambers at City Hall, 111 N. Wood River Avenue, with the recital of the Pledge of Allegiance to receive citizen comments on the City's MS4 Permit.

Director of Public Services Michael Velloff explained that the City of Wood River is part of the Madison County Co-Permitting Group, which consists of 45 municipalities and townships working together to meet EPA requirements for stormwater management. The MS4 program involves pollution control, public education, and infrastructure improvements to maintain compliance with the Clean Water Act. This Public Hearing is part of the report.

There being no further comments, the Public Hearing adjourned at 7:03 p.m.

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:03 p.m. on Monday, March 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 Ayres moved to approve the minutes of the regular meeting of February 17, 2026, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

APPROVAL OF BILLS:

Councilman Tweedy moved to approve the bills submitted for payment for the period February 12, 2026, to February 25, 2026, as printed, seconded by Councilman Dettmers, and approved by the following vote:

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

CITIZEN/OFFICIAL COMMENTS:

Bill Rogers stated that the previous meeting had also been held in two parts, with the first portion addressing ADA-related matters. He said he has attended multiple ADA discussions but has never

heard a clear answer regarding how the City addresses concerns involving disabled and elderly residents, and he emphasized that the answer to that question is very important. Mr. Rogers stated that others have reported similar experiences and that he believed the issues were not isolated incidents. Mr. Rogers alleged that the City had improperly prosecuted disabled individuals related to service animals and that incorrect statements had been made regarding requirements for service dogs, including claims that they must be professionally trained, state-certified, or wear special identification. He provided handout materials to the Council on the subject. He further alleged that City personnel had attempted to confiscate service animals and that the concerns extended beyond service-animal matters. Mr. Rogers described several incidents involving his family, including situations in which he alleged City personnel entered his parents' home, removed an elderly family member, and attempted to place her in a nursing home against the family's wishes. He claimed these actions involved intimidation and were carried out despite the existence of a power of attorney. He also alleged that multiple officers were involved in these incidents and that threats of arrest were made. Mr. Rogers further stated that on another occasion he was followed by the police taking a family member to a medical appointment and was blocked in his driveway, which he described as unlawful detention. Mr. Rogers also alleged that his disabled sister had been subjected to inappropriate conduct by City employees and that an incident occurred in which her service dog was injured and later died, which he described as animal abuse. He stated that individuals involved in these incidents remained employed by the City and have received promotions and/or awards. Mr. Rogers stated that when residents speak out, he believes attempts are made to silence or discredit them rather than address their concerns. He further stated that he had previously been told to contact state or federal authorities and suggested that an investigation by outside agencies would not reflect well on the City. He warned residents to be cautious, stating that he believes similar situations could happen to others, and concluded by stating that he believes other residents have experienced similar problems.

Police Chief Brad Wells responded to Mr. Rogers' comments, stating that he hears similar complaints from Mr. Rogers at nearly every meeting. Chief Wells said that he had previously advised Mr. Rogers to contact the FBI and reiterated that he welcomes any outside agency to review the actions of the Wood River Police Department. Chief Wells stated that he is not aware of any actions taken by the department toward Mr. Rogers or his family that would cause concern and said he would welcome any investigation into the department's conduct.

Prior to the start of the meeting, City Manager Steve Palen presented a rendering of the proposed City Center project for Council review. City Manager Steve Palen explained that the design shown is the current concept for the City Center to be located on the former Brown Tire site at 101 E. Ferguson. He described the plan as including a stage with adjacent restroom facilities, a pavilion, an open area that could be grass or turf, trees, and seating areas. He further stated that the City is looking to place a clock tower styled as an oil derrick to serve as a signature feature for the site, and that the sidewalks running through the center are designed to represent the coming together of the rivers. City Manager Steve Palen stated that funds have been budgeted for the project this year and that the estimated lead time for the stage and pavilion is approximately 12 to 16 weeks. He said he would like to place the order as soon as possible and noted that although Council was seeing the rendering for the first time, members could take a few days to review it and provide any questions or comments. City Manager Steve Palen added that it is his intention to proceed with purchasing the items through Sourcewell.

Councilman Plank asked whether funding for the City Center project was included in the current fiscal year budget and the amount.

City Manager Steve Palen replied in the affirmative and stated approximately \$300,000.00.

It was confirmed that the expenses for the pavilion and band stand are well within that dollar amount.

OATH OF OFFICE: City Clerk Danielle Sneed administered the oath of office to Probationary Police Officer Joel Woodruff.

ORDINANCE NO. 26-5: AMENDING CITY CODE 90-7, TITLE XV: LAND USAGE, CHAPTER 155: ZONING CODE, SECTION 155.01 ADOPTION BY REFERENCE, TO INCLUDE CHANGES TO THE CITY OF WOOD RIVER'S ZONING CODE 96-14, ARTICLE 6, AMENDING SECTION 6-5.4 SURFACING:

Councilman Dettmers moved to approve an ordinance amending City Code 90-7, Title XV: Land Usage, Chapter 155: Zoning Code, Section 155.01 Adoption by Reference, to include changes to the City of Wood River's Zoning Code 96-14, Article 6, amending Section 6-5.4 Surfacing, as recommended by the Plan Commission, seconded by Councilman Ayres

Councilman Dettmers commented that this ordinance is intended to eliminate certain off-street parking and require a driveway or patio rather than parking on sidewalks and in yards. He added that he believes this is the purpose of Item No. 7 on the agenda as well.

The ordinance was approved by the following vote:

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

ORDINANCE NO. 26-6: AMENDING CITY CODE 90-7, TITLE VII: TRAFFIC CODE, CHAPTER 71: PARKING REGULATIONS ADDING SECTION 71.29 PROHIBITING THE PARKING OF MOTOR VEHICLES ON NON-IMPROVED SURFACES:

Councilman Ayres moved to approve an ordinance amending City Code 90-7, Title VII: Traffic Code, Chapter 71: Parking Regulations adding Section 71.29 Prohibiting the Parking of Motor Vehicles on Non-Improved Surfaces, seconded by Councilman Tweedy, and approved by the following vote:

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

ORDINANCE NO. 26-7: AMENDING CITY CODE 90-7, TITLE IX: GENERAL REGULATIONS, CHAPTER 95: PARKS AND RECREATION, AMENDING SECTION 95.16 BELK PARK GOLF COURSE:

Councilman Tweedy moved to approve an ordinance amending City Code 90-7, Title IX: General Regulations, Chapter 95: Parks and Recreation, amending Section 95.16 Belk Park Golf Course, seconded by Councilman Ayres

Councilman Plank asked Director of Parks and Recreation Pat Minogue for a brief explanation of the proposed changes to the golf course rates.

Director Minogue stated that he and the Golf Course Manager reviewed the rates and that most of the revisions are not significant increases but rather updates to make the ordinance consistent with

the fees that have already been charged in practice over the years. He noted that some weekday and weekend green fees will increase by one dollar, while other listed changes reflect no actual increase because the course has already been charging the updated amounts. He also explained that several offseason rates in the ordinance were higher than what has been charged, and the revisions simply align the ordinance with the current pricing. Director Minogue further stated that the season pass language was revised to clarify that pass holders are not charged additional daily fees, which is how the course has been operating. He reported that the twilight rate will increase from \$30.00 to \$35.00, and the senior rate with a cart will increase from \$29.00 to \$30.00. He also noted that the previous ordinance required a cart on weekends, but that requirement has been removed to allow walking, based on the recommendation of the Golf Course Manager. In addition, the driving range language was updated to remove references to tokens and reflect the current practice of charging a flat fee for a bag of golf balls. Director Minogue stated that overall, the changes are intended to better reflect current operations and simplify the ordinance.

Discussion ensued regarding how long the golf course rates have been in effect at the proposed rate versus the previous rate. It was stated that some rates may have increased by one or two dollars a couple years ago when the fees were first codified, and that adjustments at that time were not applied consistently to all categories. It was further noted that the new golf course management had not previously reviewed the ordinance and recently discovered that some of the listed rates did not match the fees being charged. The revisions were described as an effort to bring the ordinance into alignment with current practices.

Councilman Tweedy asked whether patrons are able to reserve tee times directly through the golf course's website.

Director Minogue replied in the affirmative but stated that if patrons are having difficulty with the website to always call the golf course. He noted that one thing he would like to see at the golf course is more opportunities for open play and that is the goal for the weekends this season.

Prior to explaining the proposed changes to the golf course rates, City Manager Steve Palen asked Director Minogue to also explain the next item on the agenda which is the proposed rate changes for the Recreation Center.

Director Minogue explained that the proposed changes to the Recreation Center rates are minimal. He stated that monthly membership rates will increase by \$1.00 across all categories. For example, the youth resident monthly membership would increase from \$15.00 to \$16.00, the non-resident in-district rate would increase from \$20.00 to \$21.00, and the non-resident out-of-district rate would increase from \$25.00 to \$26.00. He noted that yearly memberships will remain unchanged, making them a better value for members. Additionally, Director Minogue explained that some facility rental rates, including the multipurpose room with kitchenette, gymnastics area, gymnasium, and batting cages, will also see modest increases.

Director Minogue noted that the Recreation Center increases will not take effect until May 1, 2026, but the golf course rate changes will take effect immediately.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 26-8: AMENDING CITY CODE 90-7, TITLE IX: GENERAL REGULATIONS, CHAPTER 95: PARKS AND RECREATION, AMENDING SECTION 95.15 WOOD RIVER RECREATION CENTER:

Councilman Tweedy moved to approve an ordinance amending City Code 90-7, Title IX: General Regulations, Chapter 95: Parks and Recreation, amending Section 95.15 Wood River Recreation Center, seconded by Councilman Dettmers, and approved by the following vote:

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

ORDINANCE NO. 26-9: AMENDING CITY CODE 90-7, TITLE XI: BUSINESS REGULATIONS, CHAPTER 112: ALCOHOLIC BEVERAGES, SECTION 112.25 LIMIT ON NUMBER OF LICENSES:

Councilman Plank moved to approve an ordinance amending City Code 90-7, Title XI: Business Regulations, Chapter 112: Alcoholic Beverages, Section 112.25 Limit on Number of Licenses, seconded by Councilman Ayres

It was confirmed that this ordinance is to reduce the number of licenses in the respective Districts.

The ordinance was approved by the following vote:

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

ORDINANCE NO. 26-10: AMENDING CITY CODE 90-7, TITLE XI: BUSINESS REGULATIONS, AMENDING CHAPTER 114:

Councilman Plank moved to approve an ordinance amending City Code 90-7, Title XI: Business Regulations, amending Chapter 114, seconded by Councilman Tweedy

Councilman Dettmers recalled a time when vending machines could be used to sell cigarettes and expressed curiosity about whether similar provisions in the proposed ordinance might eventually apply to the sale of marijuana through vending machines as well.

City Attorney Mike McGinley responded that the current ordinance does not specifically address the sale of marijuana via vending machines. He explained that the proposed ordinance is intended to address the matters currently before the Council. However, he added that, based on the precedent established by the proposed ordinance, the City would have the authority to prohibit such sales in the future if the need arose.

The ordinance was approved by the following vote:

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

ORDINANCE NO. 2992: AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND WR FARM INVESTMENTS LLC FOR USE OF COMPOST FACILITY:

Councilman Ayres moved to approve an ordinance authorizing the execution of an agreement between the City of Wood River and WR Farm Investments LLC for use of compost facility, seconded by Councilman Dettmers

City Manager Steve Palen explained that the City's compost facility is in the Envirotech Business Park; however, eventually the City will need to move the compost due to the City selling the property to WR Farm Investments LLC. This agreement allows the City enough time to prepare to move the compost to a different location in the City. Discussion ensued regarding the timeline for the move and City Manager Steve Palen explained that the agreement is for one year with most of the time constraints being IEPA permitting a new compost location.

The ordinance was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2165: AUTHORIZING AN APPLICATION FOR THE 2026 PARK COMMISSION PEP GRANT FUNDS FROM MADISON COUNTY FOR \$117,385.00:

Councilman Tweedy moved to approve a resolution authorizing an application for the 2026 Park Commission PEP Grant Funds from Madison County for \$117,385.00, as submitted by the Director of Parks and Recreation, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2166: AUTHORIZING THE TERMINATION OF PARTICIPATION IN THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE (IPBC):

Councilman Dettmers moved to approve a resolution authorizing the termination of participation in the Intergovernmental Personnel Benefit Cooperative (IPBC), seconded by Councilman Ayres

Councilman Dettmers asked for an explanation of the proposed resolution.

City Manager Steve Palen explained that IPBC is the City's current health insurance provider and their proposed rate for next year is a 21 percent increase, so Director of Finance Karen Weber and Human Resource/Payroll Specialist Kayla Hosford have been instructed to start negotiating with other providers.

It was confirmed that the City is covered until July 1, 2026, through IPBC; however, the City must submit the termination of participation to IPBC for other providers to be able to give the City quotes. The City can revoke the termination if a lower rate is not negotiated.

The resolution was approved by the following vote:

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

NAYS: None (0)

APPROVED: ACCEPTANCE OF A PERMANENT ACCESS AND UTILITY EASEMENT:

Councilman Dettmers moved to accept a Permanent Access and Utility Easement from WR Farm Investments LLC for Parcel ID 19-1-08-28-00-000-001, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

RECEIPT OF BUDGET:

Councilman Tweedy moved to approve receipt of the City Manager's Proposed Budget for the 2026-27 Fiscal Year, seconded by Councilman Ayres

Councilman Dettmers commented that he noticed the General Fund is anticipating an increase in expenditures that would exceed revenues by over one million dollars. He noted that he will review the budget in detail, and he anticipates more questions at that time.

The receipt was approved by the following vote:

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

NAYS: None (0)

APPROVED: REQUEST TO ACCEPT THE BID FROM BROTCHE WELL & PUMP:

Councilman Ayres moved to approve a request to accept the bid from Brotcke Well & Pump in the amount of \$33,142.00 for the cleaning of Well No. 7, as submitted by the Director of Public Services, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – FOOTBALL – APPROVED:

Councilman Tweedy moved to approve a request from EAWR High School – Football to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, June 13, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Plank, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – WOOD RIVER PROFESSIONAL FIREFIGHTERS LOCAL 2371:

Councilman Dettmers moved to approve a request from Wood River Professional Firefighters Local 2371 to solicit at the intersection of Wood River Avenue and Penning Avenue on Saturday, August 15, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – STUDENT COUNCIL – APPROVED:

Councilman Tweedy moved to approve a request from EAWR High School – Student Council to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, August 29, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

DENIED: APPROVAL OF AN ORDINANCE VACATING A PORTION OF AN ALLEY AND CREATING A PARTIAL ALLEY:

Councilman Ayres moved to approve an ordinance vacating a portion of an alley and creating a partial alley, as recommended by the Plan Commission, seconded by Councilman Plank

Councilman Dettmers addressed the proposed ordinance regarding vacating alleys, noting that it pertains to 65 ILCS 5/11-91. He stated that he reviewed the statute and wanted to clarify that it requires a three-fourths vote for approval. It was confirmed that the proper procedure per 65 ILCS 5/11-91 would be followed.

City Manager Steve Palen distributed a preliminary design for Heaterz Chicken to the Council and provided an overview of the proposed development, which is estimated at approximately one million dollars. He noted that the developer has successfully completed two other downtown projects and operates a thriving chicken business. City Manager Steve Palen explained that the developer requested the vacation and reconfiguration of the alley primarily for safety reasons, allowing safe movement between the main restaurant and a separate building that will store food trucks and related materials. He added that the alley is lightly used and that vacating it would reduce City maintenance responsibilities. Based on these factors, City Manager Steve Palen recommended approval of the request and asked if the Council had any questions.

City Manager Steve Palen recommended approval of the alley vacation, stating that he had reviewed concerns and questions regarding whether the action met the legal requirement of serving the public interest. He explained that, under applicable law, economic development is the primary factor in determining public interest, including facilitating new commercial or industrial projects, increasing the tax base, creating jobs, and supporting redevelopment of underutilized or blighted areas. He stated that the proposed alley vacation met these criteria as well as several additional requirements. He also addressed concerns related to stormwater drainage, noting that according to the site drawings, stormwater would flow toward the southwest corner of the property into a small detention pond before entering the storm sewer system.

Councilman Plank asked City Manager Steve Palen to address some of the concerns that were brought up at the Plan Commission Public Hearing.

City Manager Steve Palen addressed concerns regarding the reduction in width from 20 feet to 15 feet at the alleyway turn. He explained that the site plan shows the darker shaded areas as asphalt and the lighter, dotted areas as concrete, all of which will be paved. He stated that vehicles traveling through the alleyway from Fourth Street toward Third Street and making a right turn would remain on paved surfaces, and that no curbs or barriers would restrict the turn. He noted that even if the turn is made wider than normal, there will be sufficient paved area to allow vehicles to complete the turn without difficulty.

Councilman Dettmers asked for clarification regarding the location of the project, confirming that the building to be renovated was the older structure shown on the plans, that the proposed reconfigured alleyway was located near Ferguson Avenue, and that the nearby landmark referenced was the library. He stated that he had visited the site the previous day to look at the area and observed what appeared to be a water spigot, approximately four feet tall, protruding from the ground. He asked whether the object he saw was located near the corner adjacent to the portion of the alleyway proposed for reconfiguration.

City Manager Steve Palen replied that he did not believe the object was located that far out, but stated he was not certain of its exact position. He noted that the item referenced had not been identified in the survey drawings and he does not believe it is that close to the proposed reconfiguration of the alleyway.

Councilman Dettmers inquired about details discussed during the public hearing, stating that he had read the meeting minutes but found some of the comments unclear. He asked for clarification regarding the proposed development, specifically confirming that a new restaurant was planned for the corner of Third Street and Madison Avenue, and stated that he assumed the parking area for the restaurant would be in the front of the building.

City Manager Steve Palen replied that the site plan shows striped parking located along the west side of the building, with parking areas running along both sides of the proposed new building as well as along the existing building.

Councilman Dettmers asked what was down by Madison Avenue on the proposed plans.

City Manager Steve Palen explained that it is where the drive through will be located.

Councilman Dettmers asked for clarification regarding the current and proposed traffic pattern for trash truck access to the site. He inquired whether the trucks currently enter from the east and travel west, or if that direction of travel was part of the proposed change.

City Manager Steve Palen stated that he believes the trucks presently enter from the Fourth Street side, noting that the dumpsters appear to be oriented in that direction.

Councilman Dettmers stated that while reviewing the meeting minutes he became confused about the description of the trash truck route and asked for clarification. He referenced a comment indicating that the driver would pick up the trash, back up, turn left, and exit onto Ferguson Avenue, and he questioned whether the maneuver involved backing up onto Fourth Street.

City Manager Steve Palen responded that the trash truck driver would have two possible options for exiting the site. He stated that the driver could either back out all the way to Fourth Street or make the turn into the proposed new alleyway that will run between the library property and the Langin building property.

Councilman Dettmers inquired about comments in the minutes indicating that the proposed layout is considered safer, stating that he was puzzled by that conclusion. He remarked that a truck backing up onto Fourth Street did not seem safe to him, and he questioned whether making a right turn into the alleyway and a right turn onto Ferguson Avenue would be safer than turning left. He added that the maneuver did not appear as safe as exiting the alleyway at the stop sign.

City Manager Steve Palen explained that all alleys, for the most part, in the City, come out mid-block so there are no stop signs.

Councilman Dettmers stated that while the exit points on Third and Fourth Streets are not heavily trafficked, Ferguson Avenue experiences higher traffic volumes than Third and Fourth Street.

City Manager Steve Palen stated that the safety comment regarding the traffic pattern was likely made because there will be employees of the restaurant walking between the new building and the existing building.

Discussion ensued regarding truck movements and pedestrian safety, with clarification that trucks would not be backing out onto Ferguson Avenue. Councilman Dettmers noted that he had initially thought trucks would be entering from the east via Fourth Street and backing out onto Fourth Street, which concerned him. He explained that his concern was related to trucks backing out instead of proceeding straight onto Third Street, which would no longer be possible, requiring them instead to make a right turn and then either a left or right onto Ferguson Avenue.

City Manager Steve Palen explained that for many years, trash pickup in the City was conducted in alleyways, which are often narrow, and that trash trucks have historically been able to maneuver without issue with 15 feet to 15-foot right-of-ways on turns. He noted that the current alleyway configuration is an improvement, as it transitions from 20 feet to 15 feet, then slightly wider before narrowing again, providing a better setup than the previous alleyways, and emphasized that trash trucks have successfully navigated similar conditions throughout the City for many years.

Councilman Dettmers stated that there had been a comment regarding Dr. Dirkers' business, noting that previously patients had been able to enter from Fourth Street, go behind the building, and access the backside parking lot easily, even with larger vehicles. He explained that with the new configuration, that access would no longer be available. He added that under the proposed changes, drivers would exit onto Fourth Street and then turn left or right depending on their direction. The recommendation mentioned was that, since the drivers hold commercial licenses, they should be able to back off of Fourth Street into the parking lot.

City Manager Steve Palen explained that the drivers would pull into the parking lot and then back out to leave the parking lot. He further explained that the entrance off Fourth Street is coterminous with the alleyway and the opening is approximately 35 feet wide. Therefore, the trucks can pull in frontwards, and then they will back out to leave.

Councilman Dettmers stated that the drivers would be pulling in heading west, and then they would have to back out on the Fourth Street, which in his opinion, seems less safe.

City Manager Steve Palen stated that Fourth Street is for the most part lightly traveled, and it would be drivers with Commercial Driver's Licenses so they should be able to make the maneuver.

The ordinance vacating a portion of an alley and creating a partial alley was denied by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

APPROVED: SETTING A PUBLIC HEARING ON THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) STATE REVOLVING FUND LOAN PROGRAM FOR THE STATE STREET SEWER SEPARATION PROJECT FOR MONDAY, MARCH 16, 2026, AT 7:00 P.M. BEFORE THE REGULARLY SCHEDULED CITY COUNCIL MEETING:

Councilman Ayres moved to approve setting a Public Hearing on the Illinois Environmental Protection Agency (IEPA) State Revolving Fund Loan Program for the State Street Sewer

Separation Project for Monday, March 16, 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)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

ADJOURNMENT: There being no further business to come before the Council, the meeting adjourned at 7:44 p.m.

Mayor

City Clerk

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CITY OF WOOD RIVER
 DEPARTMENT SUMMARY REPORT
 COUNCIL MEETING DATE: 03/16/2026
 INVOICES DUE ON/BEFORE: 04/16/2026

DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
LEGISLATIVE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	1011	40792	156.00
LEGISLATIVE	5966	ELAN FINANCIAL SERVICES	FUNERAL PLANT - J EWERT	1011	40599	62.86
LEGISLATIVE	5966	ELAN FINANCIAL SERVICES	FUNERAL PLANT - R MOUSER	1011	40599	64.99
LEGISLATIVE	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	1011	40786	39.36
LEGISLATIVE	5966	ELAN FINANCIAL SERVICES	FUNERAL PLANT - R BROCKMAN	1011	40599	65.00
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PN - FRANCHISE SPORTS BAR	1011	40741	81.76
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PHN - PLAN COMMISSION	1011	40741	181.02
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PH - MS4 PERMIT	1011	40741	103.62
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PN - 2026-2027 BUDGET	1011	40741	132.02
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PHN - B&Z HEARING	1011	40741	132.02
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	PN - SEALED BIDS	1011	40741	99.24
LEGISLATIVE	5793	HEARST COMMUNICATIONS INC	MARCH 2026 WEB SITE HOSTING	1011	40792	40.00
LEGISLATIVE	4289	RIVERBENDER.COM		1011	40792	25.93
LEGISLATIVE	5583	SHRED-IT USA	SHREDDING - CLERK	1011	40792	25.93
LEGISLATIVE	1131	SOUTHWESTERN ILLINOIS COUNCIL	SWICOM - T STALCUP	1011	40659	50.00
LEGISLATIVE	1131	SOUTHWESTERN ILLINOIS COUNCIL	SWICOM - M VELLOFF	1011	40659	50.00
LEGISLATIVE	981	UTILITRA	MARCH 2026 - UTILITRA	1011	40796	196.71
LEGISLATIVE Total						1,480.53
ADMINISTRATION	6096	AMERICAN LEGAL PUBLISHING CORP	2026 S-2 SUPPLEMENTAL PAGES	1012	40792	1,047.67
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	CLOCK - CITY MANAGER	1012	40519	19.55
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	1012	40786	39.36
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1012	40786	39.93
ADMINISTRATION	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	1012	40792	35.51
ADMINISTRATION	981	UTILITRA	MARCH 2026 - UTILITRA	1012	40796	577.42
ADMINISTRATION Total						1,759.44
FINANCE	6348	ANNA MAAG	SPRING ACCT 556 - A MAAG	1013	40679	1,670.25
FINANCE	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	1013	40786	39.36
FINANCE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1013	40786	39.93
FINANCE	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	1013	40792	47.97
FINANCE	5583	SHRED-IT USA	SHREDDING - CITY HALL	1013	40792	51.85
FINANCE	5998	SMARTBILL	WATER BILL POSTAGE	1013	40511	2,316.86
FINANCE	5998	SMARTBILL	WATER BILL PRINTING	1013	40742	741.99
FINANCE	981	UTILITRA	MARCH 2026 - UTILITRA	1013	40796	660.44
FINANCE Total						5,568.65

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ANIMAL CONTROL	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1014	40594	176.99
ANIMAL CONTROL Total						176.99
LEGAL	279	BASSETT LAW OFFICE	MONTHLY RETAINER	1015	40792	950.00
LEGAL	279	BASSETT LAW OFFICE	LEGAL SERVICES	1015	40721	480.00
LEGAL Total						1,430.00
BUILDING & ZONING	2428	DOBBS TIRE & AUTO CENTER	TIRE - B&Z TRUCK	1016	40719	324.42
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	OFFICE SUPPLIES	1016	40519	13.85
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	B&Z POSTAGE	1016	40511	132.23
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	B&Z POSTAGE	1016	40511	94.13
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1016	40786	19.97
BUILDING & ZONING	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	1016	40792	12.48
BUILDING & ZONING	6301	ROYAL PRINTING	BUSINESS CARDS	1016	40742	76.00
BUILDING & ZONING	981	UTILITRA	MARCH 2026 - UTILITRA	1016	40796	303.34
BUILDING & ZONING	119	WALTCO TOOLS, INC	GLOVES, TRASH BAGS	1016	40589	34.99
BUILDING & ZONING	119	WALTCO TOOLS, INC	5 GALLON BUCKET	1016	40589	6.99
BUILDING & ZONING	119	WALTCO TOOLS, INC	GRABBER TOOL	1016	40589	14.99
BUILDING & ZONING	119	WALTCO TOOLS, INC	TRASH BAGS	1016	40589	29.99
BUILDING & ZONING Total						1,063.38
STREET LIGHTING	5966	ELAN FINANCIAL SERVICES	JAN 2026 - ROCK HILL TRAIL	1017	40788	208.89
STREET LIGHTING	5966	ELAN FINANCIAL SERVICES	JAN 2026 - GRAND VIEW HILLS	1017	40788	134.00
STREET LIGHTING	100	GRP WEGMAN COMPANY	TRAFFIC SIGNAL - STORECO	1017	40759	382.74
STREET LIGHTING Total						725.63
CITY HALL MAINTENANCE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	1019	40792	222.00
CITY HALL MAINTENANCE	1245	CITY OF WOOD RIVER	111 N WR AVE - WATER	1019	40781	47.29
CITY HALL MAINTENANCE	348	CR SYSTEMS	FEBRUARY 2026 - CLEANING	1019	40792	1,330.00
CITY HALL MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1019	40786	59.90
CITY HALL MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1019	40786	205.87
CITY HALL MAINTENANCE	1336	LOWE'S COMPANIES INCORPORATED	REFRIGERATOR - CITY HALL	1019	40549	1,188.60
CITY HALL MAINTENANCE	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	1019	40792	447.48
CITY HALL MAINTENANCE	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - CITY HALL	1019	40752	24.00
CITY HALL MAINTENANCE	5515	THE WINDOW MAN, INC	WINDOW CLEANING - CITY HALL	1019	40752	125.00
CITY HALL MAINTENANCE Total						3,650.14

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STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	DRAIN PLUG	1021	40529	10.79
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	PRIMER/SEALER, PAINT TRAY	1021	40542	90.55
STREET MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	PAINT,ROLLER COVER,BRUSH	1021	40542	183.80
STREET MAINTENANCE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	1021	40799	189.00
STREET MAINTENANCE	5905	BICKLE ELECTRIC	HEATER REPAIR - 1 S 14HT ST	1021	40719	456.95
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PENS, MARKERS	1021	40599	12.91
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	1021	40786	59.38
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	FUEL TREATMENT, ANTIFREEZE	1021	40529	32.67
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	HVAC DOOR FLAP-DODGE 3500	1021	40529	21.62
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	ROCKER SWITCH - DODGE 3500	1021	40529	5.04
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BULBS - TYMICO SWEEPER	1021	40529	3.89
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	TRANSMISSION FLUID	1021	40529	83.88
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	6 GREASE TUBES	1021	40544	47.46
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BATTERY - 05 FORD F 350	1021	40529	179.98
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	RUNNING BOARD,OIL FILTER	1021	40529	321.08
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	AIR FILTER	1021	40529	15.59
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	VALVE CAPS	1021	40544	9.42
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	BRAKE PADS	1021	40529	65.98
STREET MAINTENANCE	5966	ELAN FINANCIAL SERVICES	INTERNET - 1 S.14TH ST	1021	40786	236.64
STREET MAINTENANCE	5966	FISCHER LUMBER COMPANY	GROUT	1021	40529	32.05
STREET MAINTENANCE	540	O'REILLY AUTO PARTS	WIPER FLUID,FUEL ADDITIVE	1021	40529	67.70
STREET MAINTENANCE	5192	UTILITRA	MARCH 2026 - UTILITRA	1021	40796	70.88
STREET MAINTENANCE	119	WALTCO TOOLS, INC	GREASE TUBES (6)	1021	40529	59.94
STREET MAINTENANCE	119	WALTCO TOOLS, INC	WIRE TERM KIT	1021	40589	54.99
STREET MAINTENANCE	119	WALTCO TOOLS, INC	PAINT BRUSH	1021	40542	5.98
STREET MAINTENANCE	119	WALTCO TOOLS, INC	PRESSURE WASHER	1021	40589	250.00
STREET MAINTENANCE	119	WALTCO TOOLS, INC	BLADE LINKS	1021	40529	29.88
STREET MAINTENANCE	119	WALTCO TOOLS, INC	OIL DRY	1021	40549	49.95
STREET MAINTENANCE	119	WALTCO TOOLS, INC	KROIL SPRAY, BOLTS,HARDWARE	1021	40529	27.07
STREET MAINTENANCE	84	WOODY'S MUNICIPAL SUPPLY	TAILGATE HINGE, VALVE PART	1021	40529	260.70
STREET MAINTENANCE Total						2,935.77

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PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	CONCESSION SHELF SUPPLIES	1024	40549	72.29
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	LIGHT FIXTURE - BELK SHELTER	1024	40305	17.94
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	PAINT, PAINT TRAY	1024	40549	53.10
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	BELK BATHROOM DEAD BOLT FIX	1024	40549	25.16
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	VARNISH, SANDING PADS	1024	40549	29.77
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	POPCORN KIT - TEST MACHINE	1024	40304	4.13
PARKS AND RECREATION	4039	ACE HARDWARE OF BETHALTO	HARDWARE CLOTH,FUSE CART	1024	40549	72.84
PARKS AND RECREATION	4039	BARCOM SECURITY	MONITORING 4/1-6/30/2026	1024	40792	309.00
PARKS AND RECREATION	5861	CITY OF WOOD RIVER	S 14TH ST - WATER	1024	40781	21.19
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	1024	40781	8.14
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	6TH ST PARK - WATER	1024	40781	6.50
PARKS AND RECREATION	1245	CITY OF WOOD RIVER	COPIER LEASE	1024	40751	599.47
PARKS AND RECREATION	3475	DA-COM DIGITAL OFFICE	COLOR&B&W COPIES	1024	40751	137.19
PARKS AND RECREATION	3475	DA-COM DIGITAL OFFICE	REFUND - PURCHASE	1024	40549	(119.99)
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	DADDY DAUGHTER DANCE - DJ	1024	40792	600.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	6TH ST- POPCORN MACHINE DOOR	1024	40529	31.98
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	ROUNDHOUSE OUTLET COVERS	1024	40549	9.80
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	MONTHLY CHAT GPT	1024	40792	20.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	GATEWAY GREEN CONFERENCE	1024	40659	80.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	BATTERIES - SMOKE ALARM	1024	40549	23.40
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	PEPPERMINT RODENT REPELANT	1024	40549	26.99
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	CPR RENEWAL - MINOQUE	1024	40619	80.00
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	CONCESSION STAND AWNING	1024	40549	119.99
PARKS AND RECREATION	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	1024	40786	118.08
PARKS AND RECREATION	5631	ILLINOIS OFFICE OF THE STATE	ROUND HOUSE BOILER INSPECTION	1024	40752	100.00
PARKS AND RECREATION	1336	LOWE'S COMPANIES INCORPORATED	LIGHT BULBS, FAUCET REPAIR KIT	1024	40549	38.28
PARKS AND RECREATION	1336	LOWE'S COMPANIES INCORPORATED	SOCCER PARK COUNTERTOP	1024	40549	230.40
PARKS AND RECREATION	1336	LOWE'S COMPANIES INCORPORATED	LUMBER-SHELVING SOCCER PARK	1024	40549	104.14
PARKS AND RECREATION	1336	LOWE'S COMPANIES INCORPORATED	DEAD BOLT - BELK PARK	1024	40549	18.98
PARKS AND RECREATION	6237	ON SITE COMPANIES, INC	HAND SANITIZER - BELK ROTARY	1024	40792	16.18
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - 6TH ST PARK	1024	40752	18.00
PARKS AND RECREATION	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - ROUNDHOUSE	1024	40752	12.00

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PARKS AND RECREATION	5495	TRI-CITY REC. PROGRAMS	TRI CITY BASKETBALL DUES	1024	40300	2,522.64
PARKS AND RECREATION	5495	TRI-CITY REC. PROGRAMS	DADDY DAUGHTER DANCE	1024	40303	1,510.00
PARKS AND RECREATION	119	WALTCO TOOLS, INC	BOLTS, HARDWARE	1024	40549	11.50
PARKS AND RECREATION	119	WALTCO TOOLS, INC	PRESSURE WASHER BRUSH	1024	40549	39.99
PARKS AND RECREATION Total						6,977.22
PARK MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	HOSE FUEL LINE - LAWN MOWER	1025	40719	4.48
PARK MAINTENANCE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	1025	40792	177.00
PARK MAINTENANCE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	1025	40792	171.00
PARK MAINTENANCE	1245	CITY OF WOOD RIVER	312 LINTON - WATER	1025	40781	21.19
PARK MAINTENANCE	1245	CITY OF WOOD RIVER	2551 RHR - WATER	1025	40781	6.50
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	ANTI SLIP COATING-PICKLEBALL	1025	40719	50.39
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PICKLEBALL COURT SCRUBBING	1025	40301	39.91
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	FRIDGE FILTERS-BRUSHEY GROVE	1025	40719	27.42
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	PADLOCKS - PARKS	1025	40719	157.77
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	1025	40786	39.36
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	WINDSHIELD WIPERS	1025	40719	42.48
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	INTERNET - 6TH ST PARK	1025	40786	75.00
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	INTERNET - 312 LINTON	1025	40786	75.00
PARK MAINTENANCE	5966	ELAN FINANCIAL SERVICES	ICE CONNECTOR - SHOP FRIDGE	1025	40719	22.20
PARK MAINTENANCE	1336	LOWE'S COMPANIES INCORPORATED	SAND PAPER	1025	40539	7.96
PARK MAINTENANCE	119	WALTCO TOOLS, INC	SANDING PAD	1025	40539	3.00
PARK MAINTENANCE	119	WALTCO TOOLS, INC				920.66
PARK MAINTENANCE Total						1,157.20
DISASTER PREP	6486	ACOUSTIC TECHNOLOGY INC.	STORM SIREN SPEAKERS	1026	40599	1,157.20
DISASTER PREP Total						1,157.20
POLICE	5861	BARCOM SECURITY	MONITORING - 4/1-6/30/2026	1027	40792	180.00
POLICE	3487	BELLE STREET KEY SERVICE	INSTALL LOCK ON OFFICE DOOR	1027	40792	375.60
POLICE	1245	CITY OF WOOD RIVER	550 MADISON - WATER	1027	40781	86.44
POLICE	5966	ELAN FINANCIAL SERVICES	WALL MOUNT GARDEN HOSE HOLDER	1027	40549	9.99
POLICE	5966	ELAN FINANCIAL SERVICES	BLACK AND CYAN TONER	1027	40514	257.82
POLICE	5966	ELAN FINANCIAL SERVICES	POLISH	1027	40527	16.39
POLICE	5966	ELAN FINANCIAL SERVICES	SOCKS	1027	40594	25.23
POLICE	5966	ELAN FINANCIAL SERVICES	ACADEMY SUPPLIES	1027	40594	49.15
POLICE	5966	ELAN FINANCIAL SERVICES	LITHIUM BATTERIES	1027	40519	38.59

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POLICE	5966	ELAN FINANCIAL SERVICES	ACADEMY SUPPLIES	1027	40594	45.97
POLICE	5966	ELAN FINANCIAL SERVICES	ADMIN PRINTER	1027	40514	439.99
POLICE	5966	ELAN FINANCIAL SERVICES	PRESSBOARD REPORT COVERS	1027	40519	16.80
POLICE	5966	ELAN FINANCIAL SERVICES	GUN CLEANING KIT,DICTIONARY	1027	40527	28.37
POLICE	5966	ELAN FINANCIAL SERVICES	FLASH DRIVES	1027	40527	7.87
POLICE	5966	ELAN FINANCIAL SERVICES	PORTABLE DVD WRITER DRIVE	1027	40514	28.99
POLICE	5966	ELAN FINANCIAL SERVICES	SAFETY TRAINER	1027	40527	62.75
POLICE	5966	ELAN FINANCIAL SERVICES	SAFETY TRAINER	1027	40527	11.99
POLICE	5966	ELAN FINANCIAL SERVICES	PD - CPR CARDS	1027	40679	249.86
POLICE	5966	ELAN FINANCIAL SERVICES	OFFICE SUPPLIES	1027	40519	52.50
POLICE	5966	ELAN FINANCIAL SERVICES	HOTEL-CRIMINAL JUSTICE SUMMIT	1027	40639	453.60
POLICE	5966	ELAN FINANCIAL SERVICES	DONUTS-INVESTIGATIONS MEETING	1027	40659	16.94
POLICE	5966	ELAN FINANCIAL SERVICES	CAULK	1027	40549	10.97
POLICE	5966	ELAN FINANCIAL SERVICES	PRISONER MEALS	1027	40592	183.28
POLICE	5966	ELAN FINANCIAL SERVICES	NOZZLE,SPACKLE,GLASS CLEANER	1027	40549	16.59
POLICE	5966	ELAN FINANCIAL SERVICES	DINNER-CRIMINAL JUSTICE SUMMIT	1027	40639	291.08
POLICE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1027	40786	39.93
POLICE	5966	ELAN FINANCIAL SERVICES	AMEREN - 550 MADISON	1027	40783	2,072.20
POLICE	5966	ELAN FINANCIAL SERVICES	PRE EMPLOYMENT PSYCH EVAL	1027	40498	300.00
POLICE	5842	FLORISSANT PSYCHOLOGICAL	UPGRADE FIRMWARE - LPR CAMERAS	1027	40792	700.00
POLICE	6500	JARVIS SWOPE	ANNUAL GENERATOR MAINTENANCE	1027	40792	635.00
POLICE	868	MIKE'S	UNIFORM ITEMS	1027	40594	863.14
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40594	654.37
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40594	235.23
POLICE	946	RAY O'HERRON COMPANY	NAME TAG	1027	40594	29.90
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40527	153.12
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40594	227.32
POLICE	946	RAY O'HERRON COMPANY	FLASHLIGHT	1027	40527	149.75
POLICE	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1027	40594	43.57
POLICE	946	RAY O'HERRON COMPANY	BUSINESS CARDS	1027	40742	456.00
POLICE	6301	ROYAL PRINTING	MARCH 2026 - WEB SEARCHES	1027	40792	184.10
POLICE	5206	TRANSUNION RISK & ALTERNATIVE	SSL CERTIFICATE (1 YEAR)	1027	40796	65.00
POLICE	981	UTILITRA	MARCH 2026 - UTILITRA	1027	40796	4,722.02

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POLICE	119	WALTCO TOOLS, INC	BOLTS, HARDWARE	1027	40549	15.00
POLICE	5632	WELLS FARGO VENDOR FIN SERV	COPIER LEASE	1027	40751	97.25
POLICE	130	WILLIAMS OFFICE PRODUCTS	ADMIN PRINTER - MAINTENANCE	1027	40751	67.50
POLICE Total						14,667.16
FIRE	6246	AIRGAS USA, LLC	OXYGEN	1028	40551	64.61
FIRE	6246	AIRGAS USA, LLC	TANK RENTAL	1028	40551	61.74
FIRE	1245	CITY OF WOOD RIVER	501 E'VILLE RD - WATER	1028	40781	164.74
FIRE	443	DATA TRONICS INCORPORATED	REPLACE EMERGENCY LIGHTS	1028	40719	301.00
FIRE	5966	ELAN FINANCIAL SERVICES	BATTERY - EMS SUCTION	1028	40551	49.99
FIRE	5966	ELAN FINANCIAL SERVICES	GASOLINE - MABAS CONFERENCE	1028	40521	50.00
FIRE	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	1028	40786	437.95
FIRE	5966	ELAN FINANCIAL SERVICES	BRAKE FLUID	1028	40529	6.23
FIRE	5966	ELAN FINANCIAL SERVICES	CELL PHONE	1028	40786	83.46
FIRE	5966	ELAN FINANCIAL SERVICES	IPADS	1028	40753	217.44
FIRE	5966	ELAN FINANCIAL SERVICES	2/18-3/17/2026 - INTERNET	1028	40786	709.00
FIRE	3833	HSI EMERGENCY CARE SOLUTIONS	CPR HARTFORD PD CARDS	1028	40679	40.30
FIRE	6503	IL FIRE SERVICE ADMIN PRO	IFSAP ANNUAL DUES	1028	40619	10.00
FIRE	6306	ILLINOIS FIRE INSPECTORS ASSOC	FIRE INSPECT CONF - KAMP	1028	40659	150.00
FIRE	2950	IMPERIAL BAG & PAPER CO LLC	JANITORIAL SUPPLIES	1028	40541	1,030.65
FIRE	3494	MADISON COUNTY LEPC	MAD CO SPECIAL OP TEAM DUES	1028	40619	300.00
FIRE	6301	ROYAL PRINTING	2 PART PATIENT REPORTS	1028	40551	600.00
FIRE	5583	SHRED-IT USA	SHREDDING - FIRE DEPT	1028	40792	77.78
FIRE	6002	TELEFLEX LLC	ACCESS PACK FOR DRIVER	1028	40551	39.95
FIRE	6002	TELEFLEX LLC	REPLACE 10 PARAMEDIC DRIVER	1028	40551	299.00
FIRE	981	UTILITRA	MARCH 2026 - UTILITRA	1028	40796	898.04
FIRE	119	WALTCO TOOLS, INC	JUMER CABLES, QUICK LINKS	1028	40549	45.57
FIRE	119	WALTCO TOOLS, INC	QUICK LINKS - FLAGPOLE	1028	40549	5.98
FIRE	119	WALTCO TOOLS, INC	VEHICLE CLEANING BRUSH	1028	40549	59.97
FIRE	6001	WEBER FORD	REPLACE TURBO, COOLANT LINE	1028	40719	1,181.67
FIRE Total						6,885.07
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	RETURN ITEMS	1040	40594	(282.15)

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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	YELLOW TONER - PETRO	1040	40514	94.89
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	UNIFORM ITEMS	1040	40594	282.15
POLICE COMMUNICATIONS	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET, VIDEO	1040	40786	2,386.65
POLICE COMMUNICATIONS	6320	FIRST CITIZENS BANK & TRUST	DISPATCH COPIER	1040	40751	203.50
POLICE COMMUNICATIONS	5842	FLORISSANT PSYCHOLOGICAL	PRE EMPLOYMENT PSYCH EVAL	1040	40498	300.00
POLICE COMMUNICATIONS	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1040	40594	30.84
POLICE COMMUNICATIONS	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1040	40594	197.97
POLICE COMMUNICATIONS	946	RAY O'HERRON COMPANY	UNIFORM ITEMS	1040	40594	191.94
POLICE COMMUNICATIONS	130	WILLIAMS OFFICE PRODUCTS	DISPATCH PRINTER JAMMING	1040	40751	55.00
POLICE COMMUNICATIONS Total						3,460.79
MFT	4264	CHRIST BROTHERS	ROAD PATCH	2100	40552	440.00
MFT	6110	NEW FRONTIER MATERIALS LLC	ROCK	2100	40554	147.86
MFT	5026	STUTZ EXCAVATING, INC	TRUCKING - DIRT	2100	40570	390.00
MFT Total						977.86
INSURANCE	6470	ANEW PERSEPTIVE	COUNSELING SERVICES	2300	40821	12.50
INSURANCE	423	BRIAN S CRAWFORD	MONTHLY INS PAYMENT - CRAWFORD	2300	40841	100.00
INSURANCE	6502	JAMES EDWARDS	COPAY REIMBURSEMENT	2300	40821	204.10
INSURANCE	3642	LEONARD REVELLE	MONTHLY INS PAYMENT - REVELLE	2300	40841	100.00
INSURANCE	2099	MICHAEL SABOLO	MONTHLY INS PAYMENT - SABOLO	2300	40841	100.00
INSURANCE Total						516.60
PUBLIC SERVICES ADMIN	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	3000	40792	210.00
PUBLIC SERVICES ADMIN	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	3000	40792	165.00
PUBLIC SERVICES ADMIN	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	3000	40792	66.00
PUBLIC SERVICES ADMIN	5905	BICKLE ELECTRIC	UNIT #2 REPAIR - 100 ANDERSON	3000	40719	2,724.78
PUBLIC SERVICES ADMIN	5905	BICKLE ELECTRIC	HEATER REPAIR-RR-100 ANDERSON	3000	40719	764.85
PUBLIC SERVICES ADMIN	348	CR SYSTEMS	FEBRUARY 2026 - PUBLIC WORKS	3000	40752	315.00
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	CALCULATOR, PAPER TAPE, TAPE	3000	40519	103.77
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	MONTHLY ADOBE PRO	3000	40792	14.99
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	3000	40786	299.95
PUBLIC SERVICES ADMIN	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	3000	40786	8.56
PUBLIC SERVICES ADMIN	6208	RED'S GARAGE DOORS	REPAIR - #1 BAY DOOR	3000	40719	1,083.00
PUBLIC SERVICES ADMIN	981	UTILITRA	MARCH 2026 - UTILITRA	3000	40796	284.51
PUBLIC SERVICES ADMIN Total						6,040.41

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
WATER DISTRIBUTION	4039	ACE HARDWARE OF BETHALTO	PAINT, ROLLER, TAPE	3031	40542	67.36
WATER DISTRIBUTION	2600	CORE & MAIN LP	METERS	3031	40581	3,905.74
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	ERTC-CLASS A&B SIUE-DONOHOO	3031	40619	500.00
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	POSTAGE - SHIPPING SAMPLES	3031	40511	131.84
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	3031	40786	135.43
WATER DISTRIBUTION	5966	ELAN FINANCIAL SERVICES	WINDSHIELD WASHER NOZZLE	3031	40529	12.96
WATER DISTRIBUTION	4732	FARM & HOME SUPPLY	PANTS	3031	40594	149.97
WATER DISTRIBUTION	3975	ILLINOIS ENVIRONMENTAL PROTECT	CLASS D WATER TEST APPLICATION	3031	40619	30.00
WATER DISTRIBUTION	6233	ODP BUSINESS SOLUTIONS, LLC	PAPER PRODUCTS	3031	40541	289.00
WATER DISTRIBUTION	6168	PACE ANALYTICAL SERVICES, LLC	TESTING SUPPLIES	3031	40531	480.00
WATER DISTRIBUTION	1099	SHEPPARD MORGAN & SCHWAAB	EDWARDSVILLE RD WATERLINE	3031	40916	1,924.00
WATER DISTRIBUTION	981	UTILITRA	MARCH 2026 - UTILITRA	3031	40796	70.88
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	PRESSURE WASHER	3031	40589	250.00
WATER DISTRIBUTION	119	WALTCO TOOLS, INC	RECIP SAW BLADES	3031	40531	79.98
WATER DISTRIBUTION	6001	WEBER FORD	RADIATOR AND HOSE	3031	40529	160.99
WATER DISTRIBUTION Total						8,188.15
WATER PLANT	4039	ACE HARDWARE OF BETHALTO	3 LIGHT BULBS	3032	40531	21.57
WATER PLANT	5905	BICKLE ELECTRIC	LOCHINVAR USER INTERFACE	3032	40719	941.86
WATER PLANT	5966	ELAN FINANCIAL SERVICES	INTERNET, TV	3032	40786	223.43
WATER PLANT	4732	FARM & HOME SUPPLY	ENGINE OIL	3032	40531	32.94
WATER PLANT	100	GRP WEGMAN COMPANY	LOCATE UNDERGROUND CONDUIT	3032	40719	662.02
WATER PLANT	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	3032	40719	1,279.49
WATER PLANT	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	3032	40719	350.00
WATER PLANT	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	3032	40719	850.00
WATER PLANT	873	MISSISSIPPI LIME COMPANY	PEBBLE QUICKLIME	3032	40553	8,133.69
WATER PLANT	873	MISSISSIPPI LIME COMPANY	QUICKLIME DELIVERY	3032	40798	1,069.99
WATER PLANT	981	UTILITRA	MARCH 2026 - UTILITRA	3032	40796	70.88
WATER PLANT Total						13,635.87
SEWER REVENUES	5966	ELAN FINANCIAL SERVICES	E-MANIFEST FEES	4000	20303	126.00
SEWER REVENUES Total						126.00

CITY OF WOOD RIVER
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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	66.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	54.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	54.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING - 4/1-6/30/2026	4041	40749	135.00
SEWER COLLECTIONS	5861	BARCOM SECURITY	MONITORING - 4/1-6/30/2026	4041	40792	135.00
SEWER COLLECTIONS	5966	ELAN FINANCIAL SERVICES	OIL FILTER	4041	40529	2.69
SEWER COLLECTIONS	5966	ELAN FINANCIAL SERVICES	BRAKES, ROTORS	4041	40529	313.98
SEWER COLLECTIONS	5966	ELAN FINANCIAL SERVICES	JAN 2026 - RHR LIFT STATION	4041	40783	250.38
SEWER COLLECTIONS	100	GRP WEGMAN COMPANY	PUMP - 6TH ST PUMP STATION	4041	40719	255.16
SEWER COLLECTIONS	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	4041	40719	1,057.04
SEWER COLLECTIONS	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	4041	40719	300.00
SEWER COLLECTIONS	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	4041	40719	430.69
SEWER COLLECTIONS	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	4041	40719	840.00
SEWER COLLECTIONS	4557	TITAN INDUSTRIAL CHEMICALS LLC	DEGREASER	4041	40531	1,025.89
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	2- 5 GALLON BUCKETS	4041	40531	13.98
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	GLOVES	4041	40531	36.98
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	GARAGE LIGHT	4041	40529	29.97
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	PAINT HANDLE EXTENDER	4041	40589	29.99
SEWER COLLECTIONS	119	WALTCO TOOLS, INC	GLOVES	4041	40531	18.99
SEWER COLLECTIONS Total						5,859.74
SEWER PLANT	1004	VEOLIA WATER NORTH AMERICA	APRIL 2026 - CONTRACT OPS	4042	40792	88,806.00
SEWER PLANT Total						88,806.00
REFUSE	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	4949	40799	25.13
REFUSE Total						25.13

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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
GOLF MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	COPPER PIPE - FIX WATER LINE	5051	40793	58.91
GOLF MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	WATER LINE REPAIR	5051	40793	26.99
GOLF MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	WATER LINE REPAIR	5051	40793	11.69
GOLF MAINTENANCE	4039	ACE HARDWARE OF BETHALTO	COPPER PIPE, BALL VALVE	5051	40793	41.37
GOLF MAINTENANCE	4731	CLOVERLEAF	APRIL 2026 - GC MAINTENANCE	5051	40792	38,070.84
GOLF MAINTENANCE	857	METROPOLITAN AMATEUR GOLF	METRO MEMBER CLUB DUES	5051	40792	250.00
GOLF MAINTENANCE Total						38,459.80
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF HATS - RESALE	5052	40579	3,022.50
GOLF CLUBHOUSE	5430	ACUSHNET CO	GOLF HATS - RESALE	5052	40579	176.40
GOLF CLUBHOUSE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	5052	40792	225.00
GOLF CLUBHOUSE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	5052	40792	195.00
GOLF CLUBHOUSE	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	5052	40792	210.00
GOLF CLUBHOUSE	5905	BICKLE ELECTRIC	HEATER REPAIR - CLUB HOUSE	5052	40792	305.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK MAINT - WATER	5052	40781	12.22
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK CLUBHOUSE - WATER	5052	40781	8.14
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK PARK OASIS - 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 BATHROOMS - WATER	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	BELK DRINK FOUNTAIN - WATER	5052	40781	6.50
GOLF CLUBHOUSE	1245	CITY OF WOOD RIVER	S BATHROOM - WATER	5052	40781	6.50
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	DIRECT TV - GOLF COURSE	5052	40786	246.97
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	HDMI CABLES - CLUB HOUSE	5052	40519	6.95
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	CLOTHING RACK - CLUB HOUSE	5052	40549	169.98
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	HAT RACK - CLUB HOUSE	5052	40549	138.69
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	INK - CLUB HOUSE PRINTER	5052	40519	39.98
GOLF CLUBHOUSE	5966	ELAN FINANCIAL SERVICES	VERIZON - CELL PHONES	5052	40786	39.36
GOLF CLUBHOUSE	669	ILLINOIS DEPARTMENT OF REVENUE	SALES TAX - FEBRUARY 2026	5052	40573	209.00
GOLF CLUBHOUSE	5713	MEDFORD OIL COMPANY	GASOLINE - GOLF CARTS	5052	40521	544.01
GOLF CLUBHOUSE	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	5052	40752	227.76
GOLF CLUBHOUSE	6376	ROTTLER PEST CONTROL	PEST CONTROL - CLUB HOUSE	5052	40752	70.00
GOLF CLUBHOUSE	6056	TIGER HOSTING	BELK INTERNET	5052	40786	69.00
GOLF CLUBHOUSE Total						5,957.10

CITY OF WOOD RIVER
DEPARTMENT SUMMARY REPORT
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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	129.65
GOLF CONCESSIONS	5487	DONNEWALD DISTRIBUTING CO.	ALCOHOL - GOLF COURSE	5053	40574	108.00
GOLF CONCESSIONS	5966	ELAN FINANCIAL SERVICES	HOT DOG BUNS, CRACKERS, COFFEE	5053	40571	45.93
GOLF CONCESSIONS	5966	ELAN FINANCIAL SERVICES	WATER, GATORADE	5053	40571	40.90
GOLF CONCESSIONS	5966	ELAN FINANCIAL SERVICES	WATER, GATORADE, SODA, CANDY	5053	40571	183.20
GOLF CONCESSIONS	5966	ELAN FINANCIAL SERVICES	PAPER PRODUCTS	5053	40572	34.91
GOLF CONCESSIONS	669	ILLINOIS DEPARTMENT OF REVENUE	SALES TAX - FEBRUARY 2026	5053	40573	170.00
GOLF CONCESSIONS	5236	PEPSI - COLA	BAG IN BOX SODA	5053	40572	453.01
GOLF CONCESSIONS	5540	REIS SERVICES INC	BRATS & HOT DOGS	5053	40571	358.00
GOLF CONCESSIONS	5496	ROBERT CHICK FRITZ	ALCOHOL - GOLF COURSE	5053	40574	150.50
GOLF CONCESSIONS Total						1,674.10
TIF #3	6456	BT PICKETT HOLDINGS, LLC	TIF - 200 W FERGUSON-PMT #1	8100	40921	25,000.00
TIF #3	6424	DANIEL KING	TIF - 7 W FERGUSON	8100	40918	40,020.72
TIF #3 Total						65,020.72
CID	5966	ELAN FINANCIAL SERVICES	ECONOMIC DEVELOPMENT MEETING	8700	40860	77.62
CID	6363	GOVERNMENTAL CONSULTING	2/9-3/8/26 CONSULTING SERVICES	8700	40860	3,000.00
CID	5970	SERENITY TITLE & ESCROW	806 E. LORENA 1ST TIME HOME	8700	40850	5,000.00
CID	6499	STARSTRUCK DRONE SHOWS	DRONE SHOW DEPOSIT 7/3/2026	8700	40574	10,000.00
CID Total						18,077.62
NHR SALES TAX	6268	BP ROOFING	FIRE DEPT ROOF REPLACEMENT	8900	40916	170,605.00
NHR SALES TAX	5678	DAVCO PAINTING	PAINT - FIRE DEPT REPAIR	8900	40916	124.76
NHR SALES TAX	5678	DAVCO PAINTING	PAINTING - FIRE DEPT REPAIR	8900	40916	5,125.00
NHR SALES TAX	5966	ELAN FINANCIAL SERVICES	VINYL WALL BASE	8900	40916	338.76
NHR SALES TAX	3780	GONZALEZ COMPANIES LLC	STATE ST SEWER SEP RPR SERVICE	8900	40904	10,435.00
NHR SALES TAX	3780	GONZALEZ COMPANIES LLC	9TH ST DETENTION POND	8900	40903	8,216.75
NHR SALES TAX Total						194,845.27

CITY OF WOOD RIVER
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DEPARTMENT	VENDOR #	VENDOR NAME	DESCRIPTION	DEPT CODE	ACCOUNT NUMBER	AMOUNT DUE
RECREATION CENTER	5861	BARCOM SECURITY	MONITORING 4/1-6/30/2026	9000	40792	306.00
RECREATION CENTER	1245	CITY OF WOOD RIVER	655 N WR AVE - WATER	9000	40781	190.84
RECREATION CENTER	6439	ECO FIT EQUIPMENT LLC	EXERCISE BIKE REPAIR	9000	40792	219.30
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	GYMNASTICS CUBES	9000	40301	79.91
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	REC CENTER - CONCESSIONS	9000	40304	397.52
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	COFFEE SWEETENER	9000	40304	12.78
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	GYMNASTICS BAR KNOB	9000	40301	23.00
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	URINAL MATS	9000	40549	39.99
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	DISH SOAP, PAPER PRODUCTS	9000	40541	164.03
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	TRASH LINERS	9000	40541	104.50
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	WATER FOUNTAIN FILTERS	9000	40549	64.12
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	TRASH LINERS	9000	40541	104.50
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	HAND SOAP	9000	40541	57.55
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	REC CENTER - CONCESSIONS	9000	40304	65.20
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	NERF NIGHT PIZZA	9000	40303	79.89
RECREATION CENTER	5966	ELAN FINANCIAL SERVICES	PHONE, INTERNET	9000	40786	1,109.00
RECREATION CENTER	669	ILLINOIS DEPARTMENT OF REVENUE	SALES TAX - FEBRUARY 2026	9000	40573	70.00
RECREATION CENTER	6501	KELSEY MOORE	PAYROLL-VOLLEYBALL REF	9000	40313	100.00
RECREATION CENTER	868	MIKE'S	ANNUAL GENERATOR MAINTENANCE	9000	40752	825.00
RECREATION CENTER	6341	TANKS PEST CONTROL, LLC	AIR FRESHENERS - REC CENTER	9000	40752	66.00
RECREATION CENTER	981	UTILITRA	MARCH 2026 - UTILITRA	9000	40796	679.92
RECREATION CENTER Total						4,759.05
Grand Total						505,828.05

City of Wood River
 Statement of Revenues and Expenditures
 Period Ending
 February 28, 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	6,752	300,839	-	-	-	-	-	-
Other Major Tax Sources	549,245	5,986,503	-	-	-	-	-	-
Licenses and Permits	24,424	94,124	-	-	-	-	-	-
Miscellaneous Revenues	1,100,790	1,510,455	190,357	1,181,368	3,031	37,150	51,157	107,676
Service Revenues	-	-	157,361	1,747,302	166,166	2,469,563	-	-
Service Charges & Fees	70,302	765,938	-	-	-	-	-	-
Fees	-	-	-	-	-	-	9,766	515,629
Cards and Passes	-	-	-	-	-	-	1,300	29,340
Cart Rental	-	-	-	-	-	-	2,189	165,735
Concessions	-	-	-	-	-	-	3,671	184,341
Non-Revenue Receipts	48,001	611,455	-	-	-	-	-	-
Recreation Fees	(4,244)	45,861	-	-	-	-	-	-
Restricted Police Funds	1,136	45,360	-	-	-	-	-	-
Total Revenues	1,796,406	9,360,135	347,718	2,928,668	169,197	2,506,713	68,083	1,002,721
Expenditures:								
Legislative Dept.	5,737	62,994	-	-	-	-	-	-
Administrative Dept.	33,079	384,081	-	-	-	-	-	-
Finance Dept.	36,581	434,129	-	-	-	-	-	-
Animal Control Dept.	1,837	23,790	-	-	-	-	-	-
Legal Dept.	14,655	132,692	-	-	-	-	-	-
Building and Zoning Dept.	37,570	323,079	-	-	-	-	-	-
Street Lighting Dept.	343	89,062	-	-	-	-	-	-
Capital Improvement Dept.	-	-	-	-	-	-	-	-
City Hall Maint. Dept.	1,023	29,001	-	-	-	-	-	-
Street Dept.	26,596	377,625	-	-	-	-	-	-
Parks and Rec Dept.	30,534	351,440	-	-	-	-	-	-
Park Maint. Dept.	20,789	379,390	-	-	-	-	-	-
Disaster Preparedness	-	22,504	-	-	-	-	-	-
Police Restricted Funds	-	1,152	-	-	-	-	-	-
Police Dept.	205,878	2,278,352	-	-	-	-	-	-
Fire Dept.	132,313	1,677,731	-	-	-	-	-	-
Police Comm. Dept.	87,617	1,064,180	-	-	-	-	38,206	832,061
Golf Maint. Dept.	-	-	-	-	-	-	15,584	425,905
Golf Clubhouse	-	-	-	-	-	-	282	89,366
Golf Concessions Dept.	-	-	-	-	-	-	-	-
Public Works Adm. Dept.	-	33,529	393,041	-	-	-	-	-
Water Distribution Dept.	-	187,012	991,158	-	-	-	-	-
Water Plant Dept.	-	95,133	1,014,236	-	-	-	-	-
Capital Trust	-	-	-	-	-	-	-	-
Sewer Collection	-	-	-	-	320,642	1,466,847	-	-
Sewer Plant	-	-	-	-	114,783	1,333,754	-	-
Total Expenditures	634,552	7,631,202	315,674	2,398,435	435,425	2,800,601	54,072	1,347,332
Revenues Over/(Under) Expenditures	1,161,854	1,728,933	32,044	530,233	(266,228)	(293,888)	14,011	(344,611)

City of Wood River
Statement of Revenues and Expenditures
Period Ending
February 28, 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	-	-	-	472,226	-	-	-	-	-	-	-	-
Taxes	1,069	6,066	2,703	35,501	11,642	-	2,964	25,893	55,358	502,692	79,509	565,100
Other Major Tax Sources	-	-	-	-	-	-	-	-	-	-	-	-
American Rescue Plan	-	-	-	-	-	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Revenues	9	135	442	4,742	1,331	19,642	387	4,285	6,310	68,943	18,402	575,371
Service Revenues	-	-	-	-	-	-	-	-	-	-	-	-
Service Charges & Fees	-	-	-	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Fees	-	-	-	-	-	-	-	-	-	-	-	-
Non-Revenue Receipts	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,078	6,201	3,145	40,243	12,973	491,868	3,351	30,178	61,668	571,035	97,911	1,140,471
Expenditures:												
Personnel	-	-	-	-	-	-	-	-	-	-	-	-
Materials and Supplies	-	-	-	-	-	-	-	-	-	-	-	-
Dues/Subscri Training	-	-	-	650	-	-	-	-	-	-	-	-
Services	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	5,815	-	-	-	-	-	-	-	-	-	-
Debt Payments	-	-	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-	-	-
TIF Reimbursements	-	-	-	162,668	578,891	-	-	-	-	-	-	-
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	-	5,815	-	-	162,668	579,541	-	-	-	-	-	-
Total Expenditures	-	5,815	-	-	-	-	-	-	-	-	-	-
Revenues Over/(Under)	1,078	386	3,145	40,243	(149,695)	(87,673)	3,351	30,178	61,668	571,035	41,566	(117,275)

City of Wood River
Statement of Revenues and Expenditures
Period Ending
February 28, 2026

	Non-Home Rule Sales Tax		Recreation Center Fund		Sewer Capital Trust		Sewer EPA Capital Trust		PFAS Settlement Fund	
	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual	CP Actual	YTD Actual
Revenues:										
Property Taxes	-	-	-	-	-	-	-	-	-	-
Taxes	185,078	1,802,096	-	-	-	-	-	-	-	-
Other Major Tax Sources	-	-	-	-	-	-	-	-	-	-
American Rescue Plan	-	-	-	-	-	-	-	-	-	-
Licenses and Permits	-	-	-	-	-	-	-	-	-	-
Miscellaneous Revenues	83,638	688,392	10,558	72,523	5,623	46,175	6,713	55,103	3,637	11,187
Service Revenues	-	-	-	-	-	-	-	-	-	-
Service Charges & Fees	-	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-	-
Coupons/Specials	-	-	-	-	-	-	-	-	-	-
Season Passes	-	-	-	-	-	-	-	-	-	-
Special Programs	-	-	-	-	-	-	-	-	-	-
Recreation Fees	-	-	38,841	352,820	-	-	-	-	-	-
Non-Revenue Receipts	-	-	-	-	-	-	-	-	-	-
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-
Total Revenues	268,716	2,490,488	49,399	425,343	5,623	46,175	6,713	55,103	3,637	11,187
Expenditures:										
Personnel	-	-	27,542	312,318	-	-	-	-	-	-
Materials and Supplies	-	-	572	9,714	-	-	-	-	-	-
Dues/Subscr/Training	-	-	14,887	72,680	-	-	-	-	-	-
Services	-	-	103	11,025	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Debt Payments	-	-	-	70,496	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-
TIF Reimbursements	-	-	-	-	-	-	-	-	-	-
East Side Detention	-	-	2,150	32,330	-	-	-	-	-	-
Recreation Center	-	-	-	-	-	-	-	-	-	-
Recreation Center - Loan Service	-	-	-	-	-	-	-	-	-	-
Sixth Street Retention	9,345	690,521	-	-	-	-	-	-	-	-
Sewer Separation - Loan Service	-	-	-	-	-	-	-	-	-	-
State Street Sewer Sep	8,242	120,380	-	-	-	-	-	-	-	-
East End Park/14th St Park	-	446,718	-	-	-	-	-	-	-	-
Round House Repairs	-	-	-	-	-	-	-	-	-	-
Sidewalk Repairs & Replacements	-	34,898	-	-	-	-	-	-	-	-
Alton/Edwardsville Rd	1,342	3,022	-	-	-	-	-	-	-	-
Downtown Improvements	240,084	722,780	-	-	-	-	-	-	-	-
Contingency	-	112,578	-	-	-	-	-	-	-	-
Water Tower Painting	-	-	-	-	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-	-	-
Total Expenditures	269,013	2,272,799	45,254	508,563	-	-	-	-	-	-
Revenues Over/(Under) Expenditures	9,703	217,689	4,145	(82,220)	5,623	46,175	6,713	55,103	3,637	11,187

City of Wood River
Statement of Revenues and Expenditures
Period Ending
February 28, 2026

	Library Fund			Police Pension			Fire Pension			
	CP	YTD		CP	YTD		CP	YTD		
	Actual	Actual		Actual	Actual		Actual	Actual		
Revenues:										
Property Taxes	8,073	359,847		17,940	799,249		11,219	499,816		
Taxes	-	35,741		-	-		-	-		
Other Major Tax Sources	-	-		-	-		-	-		
Licenses and Permits	-	-		-	-		-	-		
Miscellaneous Revenues	797	7,075		387,063	2,832,939		185,988	1,477,440		
Service Revenues	-	-		-	-		-	-		
Service Charges & Fees	-	-		-	-		-	-		
Fees	2,124	32,275		-	-		-	-		
Cards and Passes	-	-		-	-		-	-		
Electric Cars	-	-		-	-		-	-		
Concessions	-	-		-	-		-	-		
Pool Admissions	-	-		-	-		-	-		
Coupons/Specials	-	-		-	-		-	-		
Season Passes	-	-		-	-		-	-		
Special Programs	-	-		-	-		-	-		
Recreation Fees	-	-		-	-		-	-		
Non-Revenue Receipts	-	58,134		-	-		-	-		
Total Revenues	10,994	493,072		405,003	3,632,188		197,207	1,977,256		
Expenditures:										
Personnel	28,862	321,821		-	-		-	-		
Materials and Supplies	3,639	47,627		-	-		-	-		
Dues/Subscr/Training	400	2,060		-	2,200		-	825		
Services	5,791	37,124		1,924	15,054		2,000	4,880		
Miscellaneous	237	2,368		103,209	1,002,888		61,480	594,905		
Capital	3,271	176,193		-	-		-	-		
Total Expenditures	42,200	587,193		105,133	1,020,142		63,480	600,610		
Revenues Over/(Under)										
Expenditures	(31,206)	(94,121)		299,870	2,612,046		133,727	1,376,646		

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
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	Beginning Balance	Total Debits	Total Credits	Ending Balance
GENERAL FUND				
UNRESTRICTED CASH				
10-00-0-0011 MONEY MARKET	3,718,001.02	1,802,542.80	641,795.84	4,878,747.98
10-00-0-0013 BUSEY BANK MONEY MARKET	160,829.55	300.79	-	161,130.34
10-00-0-0015 PETTY CASH	1,300.00	-	-	1,300.00
10-00-0-0019 CARROLLTON BANK MONEY MARKET	227,740.72	448.91	-	228,189.63
10-00-0-0066 AP CLEARING	92,500.00	-	-	92,500.00
TOTAL UNRESTRICTED CASH	4,200,371.29	1,803,292.50	641,795.84	5,361,867.95
UNRESTRICTED INVESTMENTS				
10-00-0-0061 IMET	1,526,623.99	8,422.55	-	1,535,046.54
TOTAL UNRESTRICTED INVESTMENTS	1,526,623.99	8,422.55	-	1,535,046.54
TOTAL UNRESTRICTED CASH AND INVESTMENTS	5,726,995.28	1,811,715.05	641,795.84	6,896,914.49
ASSIGNED AND RESTRICTED CASH				
10-00-0-0017 RECREATION PROGRAMS CASH	114,288.69	5,520.85	14,720.54	105,089.00
10-00-0-0018 RESTRICTED POLICE FUNDS	166,541.70	1,135.77	-	167,677.47
TOTAL ASSIGNED AND RESTRICTED CASH	280,830.39	6,656.62	14,720.54	272,766.47
CAPITAL IMPROVEMENTS AND DEVELOPMENT FUND				
UNRESTRICTED CASH				
87-00-0-0011 MONEY MARKET	645,375.97	94,681.14	58,104.70	681,952.41
TOTAL UNRESTRICTED CASH	645,375.97	94,681.14	58,104.70	681,952.41
UNRESTRICTED INVESTMENTS				
87-00-0-0061 IMET	902,571.21	4,979.58	-	907,550.79
TOTAL UNRESTRICTED INVESTMENTS	902,571.21	4,979.58	-	907,550.79
TOTAL UNRESTRICTED CASH AND INVESTMENTS	1,547,947.18	99,660.72	58,104.70	1,589,503.20
RESTRICTED CASH				
87-00-0-0013 AMERICAN RESCUE PLAN	-	-	-	-
TOTAL RESTRICTED CASH	-	-	-	-

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 FEBRUARY 28, 2026

RESTRICTED CASH AND INVESTMENTS-SPECIAL REVENUE FUNDS

<u>MOTOR FUEL TAX</u>				
CASH	1,410,417.64	44,672.26	7,237.81	1,447,852.09
21-00-0-0011 MONEY MARKET	1,410,417.64	44,672.26	7,237.81	1,447,852.09
TOTAL CASH				

<u>INSURANCE FUND</u>				
CASH	391,854.30	152,482.99	285,978.06	258,359.23
23-00-0-0011 MONEY MARKET	391,854.30	152,482.99	285,978.06	258,359.23
TOTAL CASH				

<u>RETIREMENT FUND</u>				
CASH	193,649.67	1,265.42	-	194,915.09
24-00-0-0011 MONEY MARKET	193,649.67	1,265.42	-	194,915.09
TOTAL CASH				

<u>REFUSE</u>				
CASH	393,368.58	80,069.82	92,788.25	380,650.15
49-00-0-0011 MONEY MARKET	50.00	-	-	50.00
49-00-0-0015 PETTY CASH				
TOTAL CASH	393,418.58	80,069.82	92,788.25	380,700.15

<u>WESTSIDE BUSINESS DISTRICT</u>				
CASH	3,384.82	1,078.05	-	4,462.87
61-00-0-0011 MONEY MARKET	3,384.82	1,078.05	-	4,462.87
TOTAL CASH				

<u>RIVERBEND BUSINESS DISTRICT #3</u>				
CASH	169,801.40	3,144.77	-	172,946.17
62-00-0-0011 MONEY MARKET	169,801.40	3,144.77	-	172,946.17
TOTAL CASH				

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
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 FEBRUARY 28, 2026

<u>TIF # 3</u>				
CASH				
81-00-0-0011	MONEY MARKET	12,972.47	162,667.50	492,531.35
TOTAL CASH		<u>12,972.47</u>	<u>162,667.50</u>	<u>492,531.35</u>
<u>RIVERBEND BUSINESS DISTRICT #4</u>				
CASH				
85-00-0-0011	MONEY MARKET	3,351.08	-	152,124.88
TOTAL CASH		<u>3,351.08</u>	-	<u>152,124.88</u>
<u>RIVERBEND BUSINESS DISTRICT #1</u>				
CASH				
86-00-0-0011	MONEY MARKET	61,668.23	-	2,486,915.27
TOTAL CASH		<u>61,668.23</u>	-	<u>2,486,915.27</u>
<u>NON-HOME RULE SALES TAX</u>				
CASH				
89-00-0-0011	MONEY MARKET	268,716.52	259,013.10	6,128,061.05
TOTAL CASH		<u>268,716.52</u>	<u>259,013.10</u>	<u>6,128,061.05</u>
<u>RECREATION CENTER FUND</u>				
UNRESTRICTED CASH				
90-00-0-0011	MONEY MARKET	49,399.21	45,252.63	165,744.30
90-00-0-0015	PETTY CASH	-	-	150.00
TOTAL UNRESTRICTED CASH		<u>49,399.21</u>	<u>45,252.63</u>	<u>165,894.30</u>
<u>CASH HELD IN ENTERPRISE FUNDS</u>				
<u>WATER FUND</u>				
CASH				
30-00-0-0011	MONEY MARKET	190,467.76	317,698.01	49,402.32
TOTAL CASH		<u>190,467.76</u>	<u>317,698.01</u>	<u>49,402.32</u>
<u>INVESTMENTS - PFAS SETTLEMENT FUND</u>				
30-00-0-0062	CAPITAL GAINS	177,323.71	14,413.00	989,099.18
TOTAL INVESTMENTS		<u>177,323.71</u>	<u>14,413.00</u>	<u>989,099.18</u>
TOTAL CASH AND INVESTMENTS		367,791.47	332,111.01	1,038,501.50

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 FEBRUARY 28, 2026

<u>SEWER FUND</u>					
CASH					
40-00-0-0011	MONEY MARKET	363,463.01	171,077.52	439,832.90	94,707.63
	TOTAL CASH	<u>363,463.01</u>	<u>171,077.52</u>	<u>439,832.90</u>	<u>94,707.63</u>
INVESTMENTS					
40-00-0-0061	IMET	333,190.03	1,838.25	-	335,028.28
40-00-0-0062	CAPITAL GAINS	156,495.91	688.83	-	157,184.74
	TOTAL INVESTMENTS	<u>489,685.94</u>	<u>2,527.08</u>	-	<u>492,213.02</u>
	TOTAL CASH AND INVESTMENTS	853,148.95	173,604.60	439,832.90	586,920.65
<u>SEWER CAPITAL TRUST</u>					
CASH					
40-95-0-0011	C/TRUST MONEY MARKET	11,958.97	-	937.59	11,021.38
	TOTAL CASH	<u>11,958.97</u>	-	<u>937.59</u>	<u>11,021.38</u>
INVESTMENTS					
40-95-0-0062	C/TRUST CAPITAL GAINS	1,490,274.35	6,560.75	-	1,496,835.10
	TOTAL INVESTMENTS	<u>1,490,274.35</u>	<u>6,560.75</u>	-	<u>1,496,835.10</u>
	TOTAL CASH AND INVESTMENTS	1,502,233.32	6,560.75	937.59	1,507,856.48
<u>EPA SEWER CAPITAL TRUST</u>					
CASH					
40-98-0-0011	EPA C/T MONEY MARKET	122,284.61	-	1,119.22	121,165.39
	TOTAL CASH	<u>122,284.61</u>	-	<u>1,119.22</u>	<u>121,165.39</u>
INVESTMENTS					
40-98-0-0062	EPA C/T CAPITAL GAINS	1,778,619.67	7,831.72	-	1,786,451.39
	TOTAL INVESTMENTS	<u>1,778,619.67</u>	<u>7,831.72</u>	-	<u>1,786,451.39</u>
	TOTAL CASH AND INVESTMENTS	1,900,904.28	7,831.72	1,119.22	1,907,616.78
<u>GOLF COURSE FUND</u>					
CASH					
50-00-0-0011	MONEY MARKET	69,072.21	68,082.88	54,071.52	83,083.57
50-00-0-0015	PETTY CASH	750.00	-	-	750.00
	TOTAL CASH	<u>69,822.21</u>	<u>68,082.88</u>	<u>54,071.52</u>	<u>83,833.57</u>

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 FEBRUARY 28, 2026

<u>SUMMARY:</u>	
UNRESTRICTED: GENERAL AND CAPITAL IMPROVEMENTS AND DEVELOPMENT FUND	8,486,417.69
ASSIGNED: RECREATION PROGRAMS	105,089.00
RESTRICTED: POLICE FUNDS-GRANTS AND SEIZURES FUNDS	167,677.47
SPECIAL REVENUES	11,884,762.45
PFAS SETTLEMENT FUND	989,099.18
ENTERPRISE FUNDS:	4,135,629.80

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 FEBRUARY 28, 2026

CASH HELD BY OTHERS

POLICE PENSION FUND
 CASH AND INVESTMENTS
 91-00-0-0060 BUSEY BUSEY CHECKING
 91-00-0-0063 BUSEY BANK INVESTMENT
 91-00-0-0064 IPOPIF
 TOTAL CASH AND INVESTMENTS

164,453.13	71,939.50	88,863.20	147,529.43
572,735.63	-	54,249.72	518,485.91
14,267,760.96	371,042.11	-	14,638,803.07
<u>15,004,949.72</u>	<u>442,981.61</u>	<u>143,112.92</u>	<u>15,304,818.41</u>

FIRE PENSION FUND

CASH
 92-00-0-0011 MONEY MARKET
 TOTAL CASH

310,006.67	20,041.25	61,461.23	268,586.69
<u>310,006.67</u>	<u>20,041.25</u>	<u>61,461.23</u>	<u>268,586.69</u>

INVESTMENTS

92-00-0-0060 COMMERCIAL INVESTMENTS
 TOTAL INVESTMENTS

8,680,191.24	175,146.76	-	8,855,338.00
<u>8,680,191.24</u>	<u>175,146.76</u>	-	<u>8,855,338.00</u>

TOTAL CASH AND INVESTMENTS

8,990,197.91	195,188.01	61,461.23	9,123,924.69
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LIBRARY OPERATING

CASH
 25-00-0-0011 MONEY MARKET
 25-00-0-0014 FIRST MID AMERICA CREDIT UNION
 25-00-0-0015 PETTY CASH
 25-00-0-0028 SPECIAL RESERVES
 TOTAL CASH

252,554.99	10,324.26	42,200.53	220,678.72
13.76	-	-	13.76
245.00	-	-	245.00
257,384.73	670.10	-	258,054.83
<u>510,198.48</u>	<u>10,994.36</u>	<u>42,200.53</u>	<u>478,992.31</u>

CITY OF WOOD RIVER
 CASH AND INVESTMENT REPORT
 PERIOD ENDING:
 FEBRUARY 28, 2026

	Beginning Balance	Total Debits	Total Credits	Ending Balance
TOTAL GENERAL FUND	6,007,825.67	1,818,371.67	656,516.38	7,169,680.96
TOTAL CAPITAL IMPROVEMENT AND DEVELOPMENT FUND	1,547,947.18	99,660.72	58,104.70	1,589,503.20
TOTAL MFT FUND	1,410,417.64	44,672.26	7,237.81	1,447,852.09
TOTAL INSURANCE FUND	391,854.30	152,482.99	285,978.06	258,359.23
TOTAL RETIREMENT FUND	193,649.67	1,265.42	0.00	194,915.09
TOTAL REFUSE FUND	393,418.58	80,069.82	92,788.25	380,700.15
TOTAL WESTSIDE BUSINESS DISTRICT FUND	3,384.82	1,078.05	0.00	4,462.87
TOTAL RIVERBEND BUSINESS DISTRICT #3 FUND	169,801.40	3,144.77	0.00	172,946.17
TOTAL TIF #3 FUND	642,226.38	12,972.47	162,667.50	492,531.35
TOTAL RIVERBEND BUSINESS DISTRICT #4 FUND	148,773.80	3,351.08	0.00	152,124.88
TOTAL NON-HOME RULE SALES TAX FUND	2,425,247.04	61,668.23	0.00	2,486,915.27
TOTAL RECREATION CENTER FUND	6,118,357.63	268,716.52	259,013.10	6,128,061.05
TOTAL WATER FUND	161,747.72	49,399.21	45,252.63	165,894.30
TOTAL SEWER FUND	176,632.57	190,467.76	317,698.01	1,038,501.50
TOTAL GOLF FUND	4,256,286.55	187,997.07	441,889.71	4,002,393.91
TOTAL POLICE PENSION FUND	69,822.21	68,082.88	54,071.52	83,833.57
TOTAL FIRE PENSION FUND	15,004,949.72	442,981.61	143,112.92	15,304,818.41
TOTAL LIBRARY FUND	8,990,197.91	195,188.01	61,461.23	9,123,924.69
	510,198.48	10,994.36	42,200.53	478,992.31

ORDINANCE NO:

ORDINANCE AMENDING CITY CODE 90-7, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, SECTION 155.01 – ADOPTION BY REFERENCE, TO INCLUDE CHANGES TO THE CITY OF WOOD RIVER ZONING CODE 96-14, ARTICLE 2 – DEFINITIONS AMENDING SECTION 2-2 – SELECTED DEFINITIONS

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 5/11-13 of Chapter 65 of the Illinois Compiled Statutes, the City has authority to regulate and restrict the use of land and to adopt and enforce zoning ordinances necessary to carry out such regulations; and

WHEREAS, the City has determined that the current City Zoning Code was adopted through ordinance No. 96-14;

WHEREAS, City has determined the current City Zoning Code was significantly amended through Ordinance No. 20-04, as well as other amendments from time to time; and

WHEREAS, City has determined there is a need, from time to time, to amend the City Zoning Code to reflect changes in City priorities and objectives; and

WHEREAS, City Plan Commission, after public hearing held and conducted in accordance with the City Zoning Code, has recommended to the City Council that the City Zoning Code be amended, as hereinafter provided; and

WHEREAS, City has determined the amendments proposed herein have been discussed and thoroughly vetted by City Staff, the City Plan Commission and City Council for purposes of ensuring the amendments reflect the current priorities and objectives of the City; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code as stated herein; and

WHEREAS, City authorizes and directs the Mayor and/or City Manager to execute any documents necessary to amend the City Code as stated herein.

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

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

Section 2. City Code shall be amended as follows (with new language in red and deletions struck through):

ARTICLE 2 – DEFINITIONS

SECTION 2-2 – SELECTED DEFINITIONS

Abandonment: To discontinue one's use, rights, or interest in property.

Abutting: Having a common lot line or district line.

Access Way: A curb cut, ramp, driveway or other means for providing vehicular access to an off-street parking or loading area.

Accessory Structure or Use: A use or structure that is subordinate in size or purpose to the principal structure or use of the same lot or parcel of ground and serving a purpose customarily incidental to the use of the principal structure or use of land.

Administrator: The Planning & Zoning Administrator of this municipality or his duly authorized representative.

Agriculture: Any one or any combination of the following: the growing of farm or truck garden crops, dairying, pasturage, horticulture, floriculture, viticulture, or animal/poultry husbandry. The term agriculture encompasses the farmhouse, and accessory uses and structures customarily incidental to agricultural activities.

Aisle: A vehicular traffic way or lane within an off-street parking area, used as a means of ingress/egress from parking spaces.

Alley: A public right-of-way which affords a secondary means of vehicular access to abutting lots that front on a nearby street.

Amendment: A change in the provisions of this ordinance (including those portions incorporated by reference), properly effected in accordance with State law and the procedures set forth herein.

Anchor: Any approved device to which a structure is tied down to keep it firmly attached to the foundation/footings on which it is placed.

Animal Hospital: Any building or portion thereof designed or used for the care, observation or treatment of domestic animals.

Apartment: A room or suite of rooms in a multiple dwelling intended, designed or used as residence by a single family, which includes kitchen and bath accommodation.

Appeal: A procedure whereby any person aggrieved by any decision or order of the Administrator in any matter related to the interpretation or enforcement of this ordinance may seek relief from the Board of Zoning Appeals.

Approved: Approved by the Administrator, Board of Zoning Appeals, or the Planning Commission of this municipality.

Attached: As applied to buildings, means to have a common wall and/or a common roof.

Automobile Body Shops: A place where major auto repairs may be carried out. Refer to Article 7 for definition of major auto repairs.

Automobile Repair/Service Station: A place where gasoline or any other vehicular engine fuel is stored, or other products for the operation of motor vehicles are retailed directly to the public. Auto service stations may include facilities for washing vehicles and making minor auto repairs. Refer to Article 7 for a definition of minor auto repairs.

Automobile Wrecking Yard: See "Junk Yard."

Awning: Any roof-like structure made of cloth, metal, or other material attached to a building and erected over a window, doorway, etc. which can be raised or retracted to a position against the building.

Bank/Financial Institution: Any institution that uses funds principally to purchase financial assets, such as loans or security, or in the business of moving, investing or lending money, dealing in financial instruments or providing financial services and shall include any bank, savings and loan organized under state banking laws and covered by the FDIC. (Ord. 07-07)

Basement: The portion of a building which is partly below grade but having less than forty-two inches of its height below the average grade of the adjoining ground. A basement shall not be considered a story unless designed or used for habitable space or business purposes. (Ord. 97-14)

Bed and Breakfast Inn: A residential building containing lodging rooms for accommodation of not more than six persons who are not members of the keeper's family where lodging or meals or both are provided by pre-arrangement on an overnight basis.

Beer Garden, Permanent: A permanent establishment which includes any area out-of-doors and not completely contained within a building in which alcoholic beverages and/or food are served.

Beer Garden, Temporary: A temporary beer garden operates for a period of time not more than seven consecutive days in conjunction with a single event or celebration.

Block: An area of land entirely bounded by any combination of streets, highways, barriers, boundaries, or rights-of-way excluding alley and pedestrian rights-of-way.

Board of Appeals: The Board of Zoning Appeals of this municipality.

Boarding House: A residential building other than a hotel or motel containing lodging rooms for accommodation of three to ten persons who are not members of the keepers family. Lodging and/or

meals are provided by pre-arrangement and for definite periods, but not on an overnight or per-meal basis to the transient public.

Buffer Strip: An area of land that remains undeveloped except for landscaping and fences and is used as a separating space between dissimilar land uses or districts.

Building: Any structure designed or built for the support, enclosure, shelter or protection of persons, animals, or property of any kind.

Building Height: The vertical distance measured from the average grade at the front wall of a building to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height level between eaves and ridge for gable, hip, and gambrel roofs.

Building Line: A line formed by the face of the building which is used to establish the required yards for a building or structure.

Bulk: Any one or combination of the following structural or site design characteristics:

- A) Size and height of structure;
- B) Location of exterior walls at all levels in relation to lot lines, streets, or other structures;
- C) Lot area;
- D) Yards or setbacks.

Cannabis Business Establishments: (Ord 20-04)

Cultivation Center — Large scale industrial growing facility licensed by Department of Agriculture. Completely enclosed.

Craft Grower -- Smaller cultivation operation (5,000-14,000 sq. ft.). Can co-locate with a dispensary or other licensed cannabis business.

Dispensary — Retail business licensed by IDFPR to sell cannabis & cannabis derived products to persons over age of 21 and qualifying medical patients.

Processor — A light industrial manufacturing facility that extracts constituent chemicals or compounds to produce cannabis concentrate in a resin, oil, or other form.

Infuser — Facility that produces cannabis-infused products (e.g. edibles, gummies, and lotions)

Testing Facility — Will test cannabis for potency and contaminants & register with the Department of Agriculture.

Canopy: A roof-like structure similar to an awning which cannot be raised or retracted to a position against the building.

Cellar: That portion of a building, partially or wholly, underground having more than forty-two inches of its clear height below the grade plane. A cellar shall be non-habitable and shall not be counted as a story.

Certificate of Zoning Compliance, Initial: A certificate issued by the Administrator upon request by an applicant that indicates a proposed use would be in compliance with all pertinent requirements of this ordinance.

Certificate of Zoning Compliance, Final: A certificate issued by the Administrator to a non-residential use prior to that use's opening or initiating operations which indicates that the use complies with all pertinent requirements of this ordinance.

Clinic: An establishment without facilities for inpatient care, where one or more physicians and other medical professionals diagnose and treat human physical and/or mental ailments.

Club/Lodge: A non-profit association of persons who are bona fide members organized for some purpose(s) and paying regular dues whose facilities are restricted to members and their guests. It does not include a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

Commission: Refers to the Planning Commission of this municipality.

Comprehensive Plan: The plan or any portion thereof adopted by this municipality to guide and coordinate the physical and economic development of the community.

Conforming: In compliance with the applicable provisions of this ordinance.

Corrective Action Order: A legally binding order to effect compliance with this ordinance, issued by the Administrator in accordance with the procedures set forth herein.

Court — An uncovered space wholly or partly surrounded by buildings or walls. (Ord. 20-04)

Crawl-space: The unimproved area located beneath the first floor of a structure which may contain plumbing, ductwork, and similar items. This space serves as an access area to the various utilities and lines that are distributed throughout the structure. To be classified as a crawl space, the interior grade elevation must be equal to the exterior grade elevation. Any structure which does not meet this requirement will be classified as either a basement or cellar. (Ord. 97-14)

Credit Union: A not-for-profit, cooperative financial institution, owned and directed by its members who save, invest, and are able to borrow from the institution. Credit Unions are member owned and controlled through a Board of Directors, collected by the membership. (Ord. 07-7)

Day Care Centers: A facility for the temporary care of individuals for compensation whether in a home, commercial building or other type of structure. Day care centers shall be classified into one of the categories listed below:

Day Family Care Home: A private residence where care, protection, and supervision are provided on a regular schedule at least twice a week. This type of facility is classified as a home occupation, and must comply with the requirements established for that use. Day Group Care Center, Class A: A building or structure where care, protection, and supervision are provided on a regular schedule at least once a week. This type of facility will operate with only one employee in addition to the owner/proprietor.

Day Group Care Center, Class B: A building or structure where care, protection, and supervision are provided on a regular schedule at least once a week. This type of facility will require more than one employee in addition to the owner/proprietor.

Licensing, certifications and inspections of all day cares shall be through the State Department of Children and Family Services and the Office of the State Fire Marshal. All day cares shall comply with federal and state requirements.

Detached: As applied to buildings, means surrounded by open space on the same lot as the principal building.

Develop: To erect any structure or to install any improvements on a tract of land, or to undertake any activity in preparation therefore.

District, Zoning: A section of the city in which zoning regulations and standards are uniform.

Duplex: See "Dwelling, Two-Family."

Dwelling: A building or portion thereof designed or used primarily as living quarters for one or more families, but not including hotels, motor lodges, or other accommodations for the transient public.

Dwelling, Multiple-Family: A building or portion thereof containing three or more dwelling units.

Dwelling, Single-Family: A building designed with accommodations for exclusive occupancy by one family.

Dwelling, Two-Family: A building designed with accommodations for occupancy exclusively by two families living independently of each other.

Dwelling Unit: One or more rooms constituting all or part of a dwelling which are used exclusively as living quarters for one family and contain a bathroom and kitchen facilities.

Easement: A right to use another person's real property for certain limited purposes.

Enclosed: As applied to a building, means covered by a permanent roof and separated on all sides from adjacent open space or other buildings by fixed exterior walls or by common walls.

Enlarge: To increase the size of an existing structure or use, whether principal or accessory, or to devote more land to an existing use. (Ord. 97-14)

Establishment: Either of the following:

A) An institutional, business, commercial, or industrial activity that is the sole occupant of one or more buildings;

B) An institutional, business, commercial, or industrial activity that occupies a portion of a building that:

- 1) The activity is a logical and separate entity from the other activities within the building and not a department of the whole; and
- 2) The activity has either a separate entrance from the exterior of the building, or a separate entrance from a common and clearly defined entryway that has direct access to the exterior of the building.

Family: An individual or married couple and the children thereof and no more than two other persons related directly to the individual or married couple by blood or marriage, or a group of not more than three persons not related by blood or marriage, living together as a single housekeeping unit in a dwelling unit. (Ord 20-04)

Floor Area, Gross: The sum of the gross horizontal area of the several floors of a building, measured from the exterior faces of the exterior walls or from the center of the common walls of attached buildings. Gross floor area includes basement floors, attic floor space, halls, closets, stairwells, space devoted to mechanical equipment and enclosed porches. Gross floor area does not include attached garages. (Ord. 01-8)

Floor Area Ratio (F.A.R.): Means the gross floor area of the building or buildings on the zoning lot divided by the area of such zoning lot, or in the case of a planned development, by the net site area.

Food Truck: A temporary food service establishment that is a vehicle-mounted food service establishment designed to be readily movable, including portable grills used for large BBQ events also known as a mobile food unit. (Ord 20-04)

Foundation, Permanent: A closed perimeter formation consisting of materials such as concrete or concrete block which extends into the ground below the frost line.

Frontage: All the property on one side of a street, between two intersecting streets, crossing or terminating, measured along the line of the street, or if the street is dead ended, then all of the property abutting one side between an intersecting street and the dead end of the street.

Grade: The average of the finished ground level at the midpoint of each wall or a building. In case walls are parallel to and within five feet of a public sidewalk, said ground level shall be measured at the sidewalk.

Group Home: A dwelling shared by unrelated persons, including resident staff, who live together as a single housekeeping unit and in a long-term, family-like environment in which residents may participate in community activities in order to reach their maximum potential. Licensing, certifications and inspections shall be through the State Department of Children and Family Services, the Office of the State Fire Marshal, and others necessary to comply with federal, state, and local requirements.

Group homes shall be placed into one of the following classifications:

Family Group Home: A private residence shared by a number of residents and one resident staff person, who live together as a single housekeeping unit.

Group Home Center, Class A: A building or structure shared by a number of residents and two staff persons who live together as a single housekeeping unit.

Group Home Center, Class B: A building or structure shared by a number of residents and more than two staff persons who live together as a single housekeeping unit.

Home Occupation: Any occupation or activity carried on within a dwelling unit or accessory building by a member of the family residing on the premises, which is incidental and secondary to the residential occupancy and does not change the residential character thereof.

Hotel: A building containing separate accommodations for use by primary transient persons. A hotel may contain restaurants and other accessory services for serving primarily its residents and only incidentally the public.

Immobilize: As applied to a manufactured home, means to remove the wheels, tongue, and hitch and anchor to a permanent foundation.

Junk Yard: A tract of land, including any accessory structure thereon, that is used for buying, selling, storing, baling, packing, disassembling, or handling waste or scrap materials. Such scrap materials include vehicles, machinery, and equipment not in operable condition, and metals, glass, paper, plastics, rags, and rubber tires. A lot on which three or more inoperable vehicles are stored shall be deemed a junk yard. A junk yard includes an automobile wrecking yard. A Special Use Permit is required for the establishment of any new junkyards within this municipality.

Kenel: An establishment licensed to operate a facility where domestic animals are bred, raised, trained, groomed, and boarded for compensation, sale, or other commercial purpose.

Landfill/Dump: A lot or part thereof used primarily for the disposal by abandonment, dumping, burial, burning, or other means and for whatever purpose, of garbage, sewage, trash, refuse, junk, discarded machinery, vehicles or parts thereof, or non-toxic waste material of any kind. A Special Use Permit is required for the establishment of any new landfill/dump within this municipality. A permit is also required from EPA.

Lot: A parcel of land occupied or intended for occupancy by one main use permitted in this ordinance, including one principal building and its accessory buildings or as other provided in this ordinance, and having its principal frontage upon a dedicated street. The boundaries of the lot shall be determined by its lot lines. A lot may or may not be the same as a Zone Lot.

Lot, Corner: A lot having at least two adjacent sides that abut for their full length upon streets. Both such lot lines shall be considered front lot lines.

Lot, Through: A lot having a pair of approximately parallel lot lines that abut two approximately parallel streets. Such lots shall be considered to have two front lot lines.

Lot Area: The total area within the lot lines.

Lot Coverage: The portion of a lot that is occupied by buildings or structures, including accessory buildings or structures.

Lot Depth: The average horizontal distance between the front lot line and the rear lot line.

Lot Line, Front: The lot boundary abutting the street.

Lot Line, Rear: The interior lot line which is more distance from and most nearly parallel to the front lot line.

Lot Line, Side: Any boundary of a lot which is not a front lot line or a rear lot line.

Lot Size Requirements: Refers to the lot area, lot width, and lot depth requirements of the applicable district.

Lot Width: The mean horizontal width of a lot measured at right angles to the side lot lines.

Lot of Record: A lot that is a part of a subdivision, the map of which has been recorded in the office of the County Recorder or a parcel of land, the deed of which was recorded in the office of the County Recorder prior to the adoption of this ordinance.

Manufactured Home: A home constructed in a factory and is transportable in one or more sections and built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and including the plumbing, heating, air conditioning and electrical systems contained therein. Any dwelling unit containing the red HUD label shall be considered a manufactured home. The term shall include:

A) Units composed of two or more separately towable components designed to be joined into one integral unit capable of being separated again into the components for repeated towing;

B) Units designed to be used for residential, commercial, educational, or industrial purposes and are placed on site on a permanent basis.

Manufactured Home Park: A parcel not less than five acres under single ownership control, developed with facilities for accommodating occupied manufactured homes in accordance with the requirements of Article 4, MH District.

Manufactured Home Stand: The part of a manufactured home space beneath the manufactured home that includes the concrete slab or runners on which the home is placed.

Modular Home: Dwelling units that are designed to be placed on a permanent perimeter foundation which extends below the frost line. These units come in multiple sections. Only those units which contain the yellow State of Illinois sticker, or are constructed by a manufacturer approved by the Illinois' Department of Public Health, shall be considered a modular home.

Motor Lodge: A building or group of buildings in which lodging is provided and offered primarily to transient occupancy and in which each unit has convenient access to a parking space for the use of the unit's occupants.

Night Club: A place of entertainment open at night having a floor show and/or providing music and space for dancing. An establishment where liquors are sold to be consumed on the premises, but not including restaurants where the principal business is serving food. The facility shall be duly approved and licensed as required by applicable state and local regulations.

Non-Conforming Lot, Structure or Use: A lot, structure, or use which does not conform to the regulations of the district in which it is located.

Nuisance: Any thing, condition, or conduct that endangers health and safety, or unreasonably offends the senses, or obstructs the free use and comfortable enjoyment of property, or essentially interferes with the comfortable enjoyment of life.

Nursing Home/Convalescence Home: A building used as a medical care facility for persons who need long-term nursing care and medical service, but do not require intensive hospital care. Licensing, certifications and inspections must comply with federal, state, and local requirements.

Occupant: Any person (including owner or operator) living and sleeping in a dwelling unit or having actual possession of said dwelling or rooming unit. (Ord 20-04)

Payday Loan Store: An establishment that engages in the business of offering Payday loans: A Payday loan is a loan transaction where a cash advance, post dated check or other check that the parties agree will be held for a period of time before presentment for payment or deposit is accepted as collateral for the loan. This also includes establishments primarily engaged in making cash loans or extending credit through credit instruments (except credit cards and sale finance agreement). This definition shall include Car Title loan stores Payday loan companies, check cashing establishments and title loan companies. (Ord 07-07)

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

Planned Unit Development (PUD): A tract of land that is planned as a whole for development under single ownership or control in accordance with the Planned Unit Development Article. By virtue of such unified planning and development, the PUD will provide greater amenities, conveniences or other benefits than would normally be had through the development of diverse smaller tracts under multiple ownership.

Plot: A parcel of land consisting of one or more lots or portions thereof which is described by reference to a recorded plat or by metes and bounds.

Prefabricated Housing Unit: A building assembly or system of building sub-assemblies designed for habitation as a dwelling including the necessary electrical, plumbing, heating, ventilation, and other service systems. The unit can be of closed or open construction and made or assembled by a

manufacturer either on or off the building site. The unit is placed upon and anchored to a permanent foundation. Such units may or may not be considered a modular home.

Premises: A lot and all the structures and uses thereon.

Principal Building, Structure, Use: The main structure erected on or the main use occupying a lot, as distinguished from an accessory structure or use.

Reconstruct: As applied to structures, means to rebuild after partial or total destruction.

Recreational Vehicle: A term encompassing any type of vehicle used primarily for recreational pleasure. Examples are, but not limited to travel trailers, motor homes, boats, snowmobiles, etc. Recreational vehicles shall include any mobile structure designed for temporary occupancy, but shall exclude manufactured homes.

Recreational Vehicle Park: A lot developed with facilities for accommodating temporarily occupied travel trailers in accordance with the requirements of the Manufactured Home District.

Recyclable Material: Reusable materials including but not limited to metals, glass, plastic, and paper which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable materials does not include refuse or hazardous materials.

Recycling Center/Material Recovery Facility: A facility that accepts recyclable materials and may perform some processing activities. The principal function is to separate and store materials that are ready for shipment to end-use markets, such as paper mills, aluminum smelters or plastic remanufacturing plants. The presence of power-driven processing equipment distinguishes a processing facility from a collection facility. The facility receives and processes only residential and commercial recyclables such as food and beverage containers and paper.

Refuse: Garbage (food waste) and rubbish, but not sewage or industrial wastes. The terms shall include residue from burning of materials, paper, rags, cartons, boxes, rubber, leather, tree branches, tin cans, metals, glass, and other similar materials.

Relocate: To move to another portion of a lot or to a different lot.

Repair: To restore to sound condition, but not to reconstruct. Repairs are considered general, routine maintenance.

Right-of-Way: The entire dedicated tract or strip of land that belongs to governmental or private entities and is to be used by the public for circulation and service.

Sanitary Landfill: A tract of open land used for the permanent disposal of refuse in accordance with the requirements of the Illinois Environmental Protection Agency. At a sanitary landfill the refuse is periodically covered with topsoil.

Screening: Trees, shrubs, walls, solid fences, etc. used to create a visual and/or noise barrier.

Setback: The minimum horizontal distance between a lot line and the nearest wall of a building

or structure or the edge of the area of operation of a principal use involving no building or structure.

Short Term- Rental: A rental of any dwelling unit, in whole or part, within the City of Wood River, to any person(s) for transient use for a period of 30 days or less and requires the short-term rental use to be permitted to operate pursuant to City Code.

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

Stop Order: A type of corrective action order used by the Administrator to halt work in progress that is in violation of this ordinance.

Street: A general term denoting a public or private way for the purpose of vehicular travel. The term includes all facilities which normally occur with the right-of-way. It shall also include such other designations for a street as: a highway, thoroughfare, parkway, through way, road, pike, avenue, boulevard, lane, place, drive, court, or as otherwise designated, but excluding an alley or a way for pedestrian use only.

Street, Arterial: A street designed or utilized primarily for high vehicular speeds or for heavy volumes of traffic on a continuous route with intersections at grade. Direct access to abutting properties is provided and traffic control measures are used to grant priority to the movement of through traffic.

Street, Collector: A street that carries or is proposed to carry intermediate volumes of traffic from local streets to arterial streets.

Street, Local: A street used primarily for access to abutting properties, providing for minimum speeds and traffic volumes.

Street, Marginal access or Service road: A local street parallel and adjacent to arterial streets providing access to abutting properties.

Structure: Anything constructed or erected, the use of which requires more or less permanent location on the ground, including, but without limiting the generality of the foregoing, advertising signs, billboards, backstops for tennis courts, gazebos, satellite dishes, and solar collectors.

Structure, Temporary: Any structure that is not attached to a permanent foundation.

Tattoo Parlor and Piercing: An establishment where body piercings, tattooing or combination of both are performed, the facility shall be duly approved and licensed as required by applicable state and local regulations, (Ord 20-04)

Tavern/Lounge: An establishment where liquors are sold to be consumed on the premises, but not including restaurants where the principal business is serving food. The facility shall be duly approved

and licensed as required by applicable state and local regulations. Any establishment, which serves food, where the serving of food is secondary to the serving of liquor, such as a bar and grill, shall be classified as a tavern/lounge.

Trailer: Any structure used for living, sleeping, business or storage purposes, having no foundation other than wheels, blocks, skids, jacks, horses, or skirtings and is equipped with wheels or other devices for transporting the structure from place to place.

Transfer Station: Any facility which is located in a parking lot or other similar location that serves as a local collection site for recyclables. The facility or site is used for temporary storage of non-hazardous materials which are disposed of by the general public. The waste is stored at this site until it is taken to a recycling center. A transfer station must have a permit approved by the Environmental Protection Agency and comply with all local, state, and federal regulations.

Use: The purpose or activity for which land or a structure is designed, arranged, intended, occupied, or which it is or may be occupied or maintained.

Variance: A deviation from the regulations or standards adopted by this ordinance which the Board of Appeals is permitted to grant when strict enforcement would cause undue hardship owing to circumstances unique to the individual property, lot, structure, or premise for which the variance is sought.

Yard: An open space, other than a court, that is on the same lot with a structure, lying between the structure and the nearest lot line, and is unoccupied and unobstructed from except as specifically permitted in this ordinance.

Yard, Front: A yard that is bounded by the side lot lines, front lot lines, and the building line.

Yard, Rear: A yard that is bounded by side lot lines, rear lot lines and the rear building line.

Yard, Side: A yard that is bounded by the rear lot line, front yard line, side building line, and side lot line.

Zoning: The reservation of certain specified areas within the municipality for building and structures, or use of land, for certain purposes with other limitations such as height, lot coverage, and other stipulations.

Zoning Lot: A single tract of land located within a single block, which is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. Therefore, a zoning lot may or may not coincide with a lot of record.

Zoning Map: The map and any amendments thereto designating the Zoning Districts, incorporated into this ordinance by reference

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 March 16, 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 16th day of March 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 AMENDING CITY CODE 90-7, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, SECTION 155.01 – ADOPTION BY REFERENCE, TO INCLUDE CHANGES TO THE CITY OF WOOD RIVER ZONING CODE 96-14, ARTICLE 4 – REGULATIONS FOR SPECIFIC DISTRICTS, AMENDING SECTIONS 4-9.3 – SPECIAL USES AND 4-9.4 – RESTRICTIONS

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 5/11-13 of Chapter 65 of the Illinois Compiled Statutes, the City has authority to regulate and restrict the use of land and to adopt and enforce zoning ordinances necessary to carry out such regulations; and

WHEREAS, the City has determined that the current City Zoning Code was adopted through ordinance No. 96-14;

WHEREAS, City has determined the current City Zoning Code was significantly amended through Ordinance No. 20-04, as well as other amendments from time to time; and

WHEREAS, City has determined there is a need, from time to time, to amend the City Zoning Code to reflect changes in City priorities and objectives; and

WHEREAS, City Plan Commission, after public hearing held and conducted in accordance with the City Zoning Code, has recommended to the City Council that the City Zoning Code be amended, as hereinafter provided; and

WHEREAS, City has determined the amendments proposed herein have been discussed and thoroughly vetted by City Staff, the City Plan Commission and City Council for purposes of ensuring the amendments reflect the current priorities and objectives of the City; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code as stated herein; and

WHEREAS, City authorizes and directs the Mayor and/or City Manager to execute any documents necessary to amend the City Code as stated herein.

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

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

Section 2. City Code shall be amended as follows (with new language in red and deletions struck through):

ARTICLE 4 – REGULATIONS FOR SPECIFIC DISTRICTS

SECTION 4-9.3 – SPECIAL USES

OUTDOOR SEATING FOR EATING ESTABLISHMENTS

OUTSIDE ACTIVITY: Any use that involves commercial, service and storage activities conducted outside of the principal building.

COMMERCIAL establishments or organizations having temporary or occasional exterior activities, such as food sales, wholesale distributions, craft sales, etc.

HEALTH CARE/SERVICE ESTABLISHMENTS

TAVERN/LOUNGE

UPSTAIRS DWELLING UNITS

SHORT TERM RENTAL

SECTION 4-9.4 – RESTRICTIONS

The uses listed above and those special uses that have received a permit will be allowed to locate in the BD district provided that the following restrictions are complied with:

- A) **Signs:** Signs located in the Downtown Business District shall conform to regulations given in Article 5.
- B) **Upstairs Dwelling Units:** Upstairs Dwelling Units may be allowed, provided they comply with all applicable sections of these Zoning Ordinance Regulations and all Local, State, and Federal codes and regulations. The owner of said Upstairs Dwelling Unit must receive a **SPECIAL USE PERMIT** pursuant to Article 12, Section 12-8, as authorized by the Planning and Zoning Administrator as well as the Zoning Board of Appeals.
- C) The maximum amount of cannabis dispensaries allowed within the Downtown Business District is one (1) provided, however, that a cannabis dispensary is not already operating in Wood River Business Park.
- D) **Short Term – Rental:** Short Term- Rentals may be allowed, provided they

comply with applicable sections of these Zoning Ordinance Regulations and Local, State, and Federal codes and regulations. The owner of the Short Term-Rental must receive a SPECIAL USE PERMIT pursuant to Article 12, Section 12-8, as authorized by the Planning and Zoning Administrator as well as the Zoning Board of Appeals.

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 March 16, 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 16th day of March 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 AMENDING CITY CODE 90-7, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, SECTION 155.01 – ADOPTION BY REFERENCE, TO INCLUDE CHANGES TO THE CITY OF WOOD RIVER ZONING CODE 96-14, ARTICLE 7 – SUPPLEMENTARY USE RESTRICTIONS, ADDING SECTION 7-26 – SHORT-TERM RENTALS

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 5/11-13 of Chapter 65 of the Illinois Compiled Statutes, the City has authority to regulate and restrict the use of land and to adopt and enforce zoning ordinances necessary to carry out such regulations; and

WHEREAS, the City has determined that the current City Zoning Code was adopted through ordinance No. 96-14;

WHEREAS, City has determined the current City Zoning Code was significantly amended through Ordinance No. 20-04, as well as other amendments from time to time; and

WHEREAS, City has determined there is a need, from time to time, to amend the City Zoning Code to reflect changes in City priorities and objectives; and

WHEREAS, City Plan Commission, after public hearing had and conducted in accordance with the City Zoning Code, has recommended to the City Council that the City Zoning Code be amended, as hereinafter provided; and

WHEREAS, City has determined the amendments proposed herein have been discussed and thoroughly vetted by City Staff, the City Plan Commission and City Council for purposes of ensuring the amendments reflect the current priorities and objectives of the City; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code as stated herein; and

WHEREAS, City authorizes and directs the Mayor and/or City Manager to execute any documents necessary to amend the City Code as stated herein.

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

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

Section 2. City Code shall be amended as follows (with new language in red and deletions struck through):

ARTICLE 7 – SUPPLEMENTARY USE RESTRICTIONS

Section 7-26 – SHORT-TERM RENTALS

(a) *Intent.*

(1) The purpose of this section is to protect the public health, safety, sanitation, traffic control, or hazardous waste control, pollution control, and other specified circumstances in relation to short-term rentals.

(2) Short-term rentals are distinct from bed and breakfast establishments in that prepared meals are not provided and only one group of patrons in a 24-hour period shall be allowed in a short-term rental.

(3) Short-term rentals are distinct from hotel or motel establishments in that only one group of patrons in a 24-hour period shall be allowed in a short-term rental. Further, hotel or motel establishments are land uses allowed only in non-residential zoning districts.

(b) *Requirements.*

(1) It shall be unlawful to rent, offer for rent, or advertise for rent a short-term rental without first obtaining a special use permit (SUP) issued by the City of Wood River for the specific location.

(2) All short-term rentals shall meet the following:

a. No rental or advertisement for rental for a period of time shorter than 20 hours.

b. No short-term rental may provide for food or beverage to any guests with the exception of pre-packaged food and drink items.

c. The SUP application shall identify what living space within the principal structure is available for short-term rental. If more than one living area is offered for short-term rental, those living areas shall be specifically identified and numbered on the SUP application. While a separate SUP application is not required for each living area, the applicant shall not be allowed to exceed the maximum number of short-term rentals identified in the SUP application.

d. Any short-term rental shall be subject to the hotel and motel tax and associated requirements of Article II Hotel and Motel Tax (City Code Section 115.06).

e. The SUP application shall include owner and property identification information, including emergency contact and insurance information, to be provided to the City of Wood River Police Department.

f. The maximum number of overnight occupants shall not exceed that allowed per the Building Code.

g. Off-street parking locations shall be identified on the SUP application.

h. The applicant shall be responsible for confirming that the use of the property and structure as a short-term is allowed by any applicable covenants and restrictions. Approval of a SUP by the City of Wood River shall not circumvent these covenants and restrictions.

i. Short-term rentals must be owner-controlled, meaning that a property

owner may not rent the property to an individual (renter) and allow the renter to utilize the unit as a short-term rental. The owner may manage the property outright or contract an entity for professional management services so long as the contracted entity is only contracted for said services and is not leasing the property from the owner.

j. The maximum length of stay in a Short-Term Rental may be extended only upon prior written approval of the Building and Zoning Administrator. A request for an extension shall be submitted in writing to the Building and Zoning Administrator prior to the expiration of the thirty (30) day period. The Building and Zoning Administrator shall review the request and may approve or deny the request at their discretion in accordance with applicable City regulations.

k. Any person aggrieved by a denial of an extension request may file a written appeal with the City Manager. Such appeal shall state the basis for the applicant's disagreement with the decision of the Building and Zoning Administrator. The determination of the City Manager on such appeal shall be final.

(c) *SUP Criteria.* In reviewing a special use permit application, the combined planning and zoning board shall consider and affirmatively ascertain the following have been met:

(1) The proposed short-term rental has complied with all provisions of subsection (b) (Short-Term rental requirements).

(2) The proposed short-term rental will not cause a negative cumulative effect when considered in conjunction with the effect of other short-term rentals in the immediate neighborhood.

(3) The proposed short-term rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.

(4) The proposed short-term rental will not have an adverse effect upon the public health, welfare, or safety of the community.

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 March 16, 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 16th day of March 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 APPROVING AND AUTHORIZING AN AMENDED REDEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER THREE PROJECT AREA WITH CROWN AUTO PROPERTIES II, LLC FOR 59 E. FERGUSON AND 61 E. FERGUSON, WOOD RIVER, ILLINOIS

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

WHEREAS, City has determined that certain previously passed TIF Redevelopment Agreements contained terms and conditions that were not specifically germane to economic development and eradication of blight within TIF #3; and

WHEREAS, City has determined that certain TIF Redevelopment Agreements need to be amended and passed again by the City Council for purposes of making the agreements easier for both the City and Developer to implement and utilize; and

WHEREAS, City desires to be seen as pro-business and pro-economic growth, and believes amending some previously passed TIF Redevelopment Agreements will reduce red-tape and bureaucratic interference; and

WHEREAS, in furtherance of development of the TIF District #3 project area, Crown Auto Properties II, LLC ("Developer"), presented to City a proposal for redevelopment of part of the TIF District #3 project area, specifically:

Address: 59 E. Ferguson Ave., Wood River, Illinois 62095
61 E. Ferguson Ave., Wood River, Illinois 62095

(hereinafter collectively referred to as "Property") (*see* Amended Redevelopment Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the TIF District #3 project area, Developer is redeveloping the Property ("Project"); 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 requires Developer to incur certain costs that were eligible for reimbursement from the TIF District #3 project area; and

WHEREAS, Developer informed City, and City found, that without the financial support to reimburse some of the Project costs from the TIF District #3 project area, the Project was not financially feasible and the Project would not have moved forward; and

WHEREAS, Developer has informed City that Developer has to replace a water line which was not foreseeable at the time of the creation and adoption of the original Development Agreement; and

WHEREAS, City desires to authorize the execution of an "Amended Redevelopment Agreement" by and between City and Developer in substantially the form attached hereto as **Exhibit A**; 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 Amended Redevelopment Agreement, and any other required documents associated with the Amended Redevelopment 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 Amended Redevelopment 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 Amended Redevelopment Agreement (**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 16th day of March 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

FIRST AMENDED DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINOIS TIF ACT, BETWEEN CROWN AUTO PROPERTIES II, LLC, AND CITY OF WOOD RIVER, FOR 59 E. FERGUSON AVE. AND 61 E. FERGUSON AVE., WOOD RIVER, ILLINOIS

This Development Agreement ("Agreement") is entered into by and between the City of Wood River, an Illinois Municipal Corporation ("City") and Crown Auto Properties II, 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 owns:

Address: 59 E. Ferguson Ave., Wood River, Illinois 62095
61 E. Ferguson Ave., Wood River, Illinois 62095
(hereinafter collectively referred to as "Property"); and

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

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

Total Requested: \$555,124.00

(*See Exhibit A*); and

WHEREAS, Developer estimates the total costs to develop the Property will be \$555,124.00, and requests \$240,000.00 in TIF incentives (*See Exhibit A*; hereinafter "Project"); and

WHEREAS, Developer has informed the City that Developer needs to replace a waterline which was unforeseeable at the time of the creation of the Original Development Agreement; and

WHEREAS, Developer estimates the total costs for the replacement of the water line will be \$5,000.00 and requests \$2,500.00 in TIF incentives (*See Exhibit B*; hereinafter "Water Line"); and

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

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

WHEREAS, the Project at the Property will likely enhance property values, facilitate City's TIF #3 growth, improve exterior aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

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

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and

WHEREAS, City has determined that Developer's Project is consistent with the objectives of the TIF Redevelopment Plan adopted for the TIF #3, pursuant to the prior Ordinance; and

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially completed within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will obtain all building and zoning permits, if any, in association with the Project.

2. The Developer covenants and agrees to pay prevailing wages pursuant to the *Illinois Prevailing Wage Act* (820 ILCS 30/1 *et seq.*) to the extent as may be required by law.

3. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

Section 3. Obligation of City.

City agrees to provide assistance to the Developer under this Agreement until the date of expiration of TIF #3 as it is currently established, or until the agreed maximum TIF reimbursement to Developer has been reached under the TIF Act, or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever occurs first. If any of the dates stated in this Agreement regarding the beginning or end of TIF #3 are not stated correctly, the legal dates established and confirmed by Madison County, IL will control. It is the sole responsibility of Developer to ensure the Property is wholly located within TIF # 3 and is eligible for any TIF #3 payments.

Funding assistance is broken down as follows:

- a. Total Estimated TIF #3 District Eligible Costs: \$560,124.00
- b. City agrees to reimburse the Developer up to the maximum sum of \$240,000.00, or 43.24% of the Redevelopment Project Costs incurred for the Project, whichever amount is less, eligible for reimbursement under the Act.
- c. City agrees to reimburse the Developer up to the maximum sum of \$2,500.00 or 50% of the Redevelopment Project Costs incurred for the Water Line, whichever amount is less, eligible for reimbursement under the Act.
- d. The \$240,000.00, or 43.24% of the Redevelopment Project Costs for the Project incurred, whichever amount is less, and \$2,500.00, or 50% of the Redevelopment Project Costs for the Waterline incurred, whichever amount is less shall be paid (all payments are estimated based on TIF eligible costs) in six (6) payments, payable over six (6) years as indicated below, after completion of the Project, passing all City inspections (if any), and according to terms and conditions stated herein.
 - 1) Year 1: \$40,416.67
 - 2) Year 2: \$40,416.67
 - 3) Year 3: \$40,416.67
 - 4) Year 4: \$40,416.67
 - 5) Year 5: \$40,416.67
 - 6) Year 6: \$40,416.65
- e. In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by the Developer to complete the Project which are eligible for reimbursement under the TIF Act.

Section 4. Reimbursement to Developer under the TIF Act.

- a. Developer shall submit to the City Treasurer all applicable receipts setting forth the amount of TIF Act reimbursable costs incurred by the Developer to complete the Project.

- b. The City Treasurer shall have sixty (60) days after receipt of any request for reimbursement from the Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to the Developer an explanation as to why such request was disapproved; provided Developer is not in breach of this Agreement, the only reason for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act.
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.

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

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

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

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt

of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 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:

Crown Auto Properties II, LLC
Attention: Bob Federicho
1875 E. Edwardsville Rd.
Wood River, IL 6209

To the City:

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

CITY OF WOOD RIVER, ILLINOIS:

Mayor

CROWN AUTO PROPERTIES II, LLC

Representative

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WOOD RIVER AND GRAY DESIGN GROUP OF ILLINOIS, INC. FOR ADUIT AND CITY CENTER OUTDOOR EVENT SPACE

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 Gray Design Group of Illinois, Inc. ("Gray") for professional services to assist with the City Center Park Outdoor Event Space ("Project"); and

WHEREAS, Gray has submitted a Professional Services Agreement for the Project, which includes structural, mechanical, and electrical engineering services, for an estimated amount determined by the total cost to construct all elements of the Project and shall include contractor's general conditions costs, overhead and profit.

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

WHEREAS, City finds that the terms of the Gray Proposal (see **Exhibit A**) are fair and reasonable, and City has determined the Gray 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 Gray 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 Gray 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 Gray 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 Gray 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 16th day of March 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

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Wood River, Illinois

111 North Wood River Avenue
Wood River, IL 62095
618-251-3100

and the Architect:
(Name, legal status, address and other information)

Gray Design Group of Illinois, Inc.

349 Marshall Avenue
Suite 100
Saint Louis, MO 63119
314-646-0400
314-646-0100

for the following Project:
(Name, location and detailed description)

City Center Park Outdoor Event Space
101 East Ferguson Avenue
Wood River, IL 62095

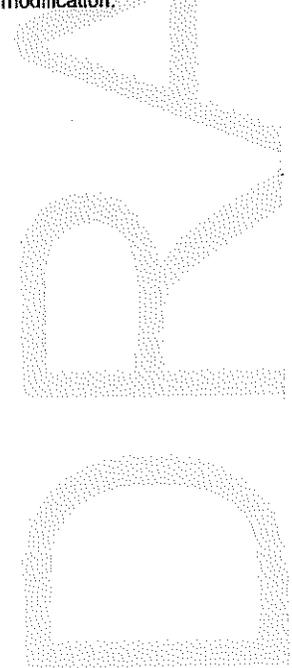
Based on the schematic site plan prepared by Heartlands Conservancy, Gray Design Group will advance the design and assist the City in identifying, evaluating and selecting vendors and manufacturers for key prefabricated and specialty components, including: ▪ Prefabricated public restroom structure ▪ Performance stage system ▪ Open-air pavilion structure ▪ Entry gate monument feature ▪ Decorative 'oil derrick' tower element

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program is based on the initial schematic site plan and Opinion of Probable Cost prepared by Heartlands Conservancy dated November 5, 2025.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$600,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Q2 2026

.2 Construction commencement date:

Q3 2026

.3 Substantial Completion date or dates:

Q1 2027

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Negotiated Contract

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Steve Palen, City Manager
111 North Wood River Avenue
Wood River, IL 62095
618-251-3100

spalen@cityofwoodriver.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brian Paul, AIA
349 Marshall Avenue
Suite 100
Saint Louis, MO 63119
314-646-0400
314-646-0100
618-792-3195
bpaul@graydesigngroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Jim Kreher

Kreher Engineering, Inc.
208 N. Main St. Suite H
Columbia, IL 62236
618-281-8505

- .2 Civil Engineer:

Coey Daniels

Sheppard, Morgan & Schwaab, Inc.
215 Market St.
Alton, IL 62002
618-462-9755

.3

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 INTENTIONALLY DELETED

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 INTENTIONALLY DELETED

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding

requirements and sample forms.

§ 3.4.4 INTENTIONALLY DELETED

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, , take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make

exhaustive or continuous on-site visits to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site visits to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct one (1) on site visit to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 i

§ 3.6.6.2 The Architect's on site visits shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 INTENTIONALLY DELETED

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	O
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	O
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	A-INC
§ 4.1.1.9 Landscape design	O
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	A-INC
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination with the Owner's consultants	A-INC
§ 4.1.1.21 Telecommunications/data design	NP

§ 4.1.1.22	Security evaluation and planning	NP
§ 4.1.1.23	Commissioning	NP
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25	Fast-track design services	NP
§ 4.1.1.26	Multiple bid packages	NP
§ 4.1.1.27	Historic preservation	NP
§ 4.1.1.28	Furniture, furnishings, and equipment design	NP
§ 4.1.1.29	Other services provided by specialty Consultants	NP
§ 4.1.1.30	Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Rendering service per view \$3,000.00

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements

- of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Three (3) visits to the site by the Architect during construction
- .3 One (1) on-site visit for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Zero (0) on-site visits for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner

shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, reviewed by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the General Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The General Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration INTENTIONALLY DELETED

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this

Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Architectural Design - \$29,300.00
Structural Engineering - \$3,750.00
Civil Engineering - \$19,500.0

.2 Percentage Basis
(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect _____, or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Cost

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-five percent (35.00 %)
Construction Documents Phase	Forty-fivepercent (45.00 %)
Procurement Phase	Five percent (5.0 %)
Construction Phase	Fifteen percent (15.00 %)
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Associate	\$100 / hr
Project Associate	\$110 / hr
Associate Project Manager	\$120 / hr
Project Architect	\$140 / hr
Project Manager	\$140 / hr
Architect	\$150 / hr
Senior Project Manager	\$150 / hr
Senior Graphic Designer	\$150 / hr
Marketing Manager	\$150 / hr
Studio Lead	\$170 / hr
Director	\$190 / hr
Principal	\$250 / hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

% annual

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 :

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Architects fee letter dated Feb 25, 2026

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:51:45 CDT on 03/09/2026.

Changes to original AIA text

PAGE 3

~~.2 Civil Engineer:~~

PAGE 4

.2

.2 Mechanical~~Civil~~ Engineer:

.3 Electrical ~~Engineer:~~

PAGE 5

~~§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~polices~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 7

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~ INTENTIONALLY DELETED

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~ INTENTIONALLY DELETED

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, the Owner and request the Owner's approval.

PAGE 8

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. INTENTIONALLY DELETED

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

PAGE 1

~~§ 3.5.2 Competitive Bidding~~

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:~~

- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
- ~~.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

PAGE 9

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections visits to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections visits to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 10

- ~~.1 conduct inspections one (1) on site visit to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.6.6.2 The Architect's ~~inspections on site visits~~ shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. INTENTIONALLY DELETED

PAGE 12

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>O</u>
§ 4.1.1.2 Multiple preliminary designs	<u>NP</u>
§ 4.1.1.3 Measured drawings	<u>NP</u>
§ 4.1.1.4 Existing facilities surveys	<u>NP</u>
§ 4.1.1.5 Site evaluation and planning	<u>O</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8 Civil engineering	<u>A-INC</u>
§ 4.1.1.9 Landscape design	<u>O</u>
§ 4.1.1.10 Architectural interior design	<u>NP</u>
§ 4.1.1.11 Value analysis	<u>NP</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13 On-site project representation	<u>NP</u>
§ 4.1.1.14 Conformed documents for construction	<u>NP</u>
§ 4.1.1.15 As-designed record drawings	<u>NP</u>
§ 4.1.1.16 As-constructed record drawings	<u>A-INC</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18 Facility support services	<u>NP</u>
§ 4.1.1.19 Tenant-related services	<u>NP</u>
§ 4.1.1.20 Architect's coordination of with the Owner's consultants	<u>A-INC</u>
§ 4.1.1.21 Telecommunications/data design	<u>NP</u>
§ 4.1.1.22 Security evaluation and planning	<u>NP</u>
§ 4.1.1.23 Commissioning	<u>NP</u>

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

PAGE 13

- 3 One (1) ~~inspections~~ on-site visit for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Zero (0) ~~inspections~~ n-site visits for any portion of the Work to determine final completion.

PAGE 15

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared~~ reviewed by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ General Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The ~~Architect's~~ General Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.5 If at any time the ~~Architect's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; ~~otherwise the Architect's services for modifying the Construction Documents shall be without~~

additional compensation 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 17

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 INTENTIONALLY DELETED~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 18

~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

PAGE 19

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:~~

PAGE 20

Schematic Design Development
Phase

TwentyThree-five percent (2035.00 %)

<u>Design-Development</u>	<u>Construction</u>	Thirty percent (30.00 %)	Forty-five percent (45.00 %)
<u>Documents Phase</u>			
<u>Construction-Documents</u>	<u>Procurement</u>	Thirty	Five percent (30.00 5.0 %)
<u>Phase</u>			
<u>Procurement</u>	<u>Construction Phase</u>		Fifteen percent (15.00 %)
<u>Construction Phase</u>			Twenty percent (20.00 %)
<u>Total Basic Compensation</u>		one hundred percent (100.00 %)	

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>Associate</u>	<u>\$100 / hr</u>
<u>Project Associate</u>	<u>\$110 / hr</u>
<u>Associate Project Manager</u>	<u>\$120 / hr</u>
<u>Project Architect</u>	<u>\$140 / hr</u>
<u>Project Manager</u>	<u>\$140 / hr</u>
<u>Architect</u>	<u>\$150 / hr</u>
<u>Senior Project Manager</u>	<u>\$150 / hr</u>
<u>Senior Graphic Designer</u>	<u>\$150 / hr</u>
<u>Marketing Manager</u>	<u>\$150 / hr</u>
<u>Studio Lead</u>	<u>\$170 / hr</u>
<u>Director</u>	<u>\$190 / hr</u>
<u>Principal</u>	<u>\$250 / hr</u>

PAGE 21

.2 ~~Building Information Modeling Exhibit, if completed:~~

Variable Information

PAGE 1

AGREEMENT made as of the Ninth day of March in the year Two Thousand Twenty-Six

City of Wood River, Illinois

111 North Wood River Avenue
Wood River, IL 62095

618-251-3100

Gray Design Group of Illinois, Inc.

349 Marshall Avenue
Suite 100
Saint Louis, MO 63119

314-646-0400

314-646-0100

City Center Park Outdoor Event Space

101 East Ferguson Avenue
Wood River, IL 62095

Based on the schematic site plan prepared by Heartlands Conservancy, Gray Design Group will advance the design and assist the City in identifying, evaluating and selecting vendors and manufacturers for key prefabricated and specialty components, including: ▪ Prefabricated public restroom structure ▪ Performance stage system ▪ Open-air pavilion structure ▪ Entry gate monument feature ▪ Decorative 'oil derrick' tower element

PAGE 2

Program is based on the initial schematic site plan and Opinion of Probable Cost prepared by Heartlands Conservancy dated November 5, 2025.

\$600,000.00

Q2 2026

PAGE 3

Q3 2026

Q1 2027

N/A

Negotiated Contract

N/A

Mr. Steve Palen, City Manager

111 North Wood River Avenue
Wood River, IL 62095

618-251-3100

spalen@cityofwoodriver.com

PAGE 4

Brian Paul, AIA

349 Marshall Avenue
Suite 100
Saint Louis, MO 63119

314-646-0400

314-646-0100

618-792-3195

bpaul@graydesigngroup.com

Jim Kreher

Kreher Engineering, Inc.

208 N. Main St. Suite H

Columbia, IL 62236

618-281-8505

Coey Daniels

Sheppard, Morgan & Schwaab, Inc.

215 Market St.

Alton, IL 62002

618-462-9755

PAGE 5

N/A

N/A

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

PAGE 12

Rendering service per view \$3,000.00

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Three (3) visits to the site by the Architect during construction
- .3 One (1) on-site visit for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Zero (0) n-site visits for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Litigation in a court of competent jurisdiction

PAGE 18

0.00

0.00

PAGE 19

Architectural Design - \$29,300.00
 Structural Engineering - \$3,750.00
 Civil Engineering - \$19,500.0

Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect , or as follows:

Cost

PAGE 20

Design Development Phase	Thirty-five percent (35.00 %)
Construction Documents Phase	Forty-fivepercent (45.00 %)
Procurement Phase	Five percent (5.0 %)
Construction Phase	Fifteen percent (15.00 %)
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

PAGE 21

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

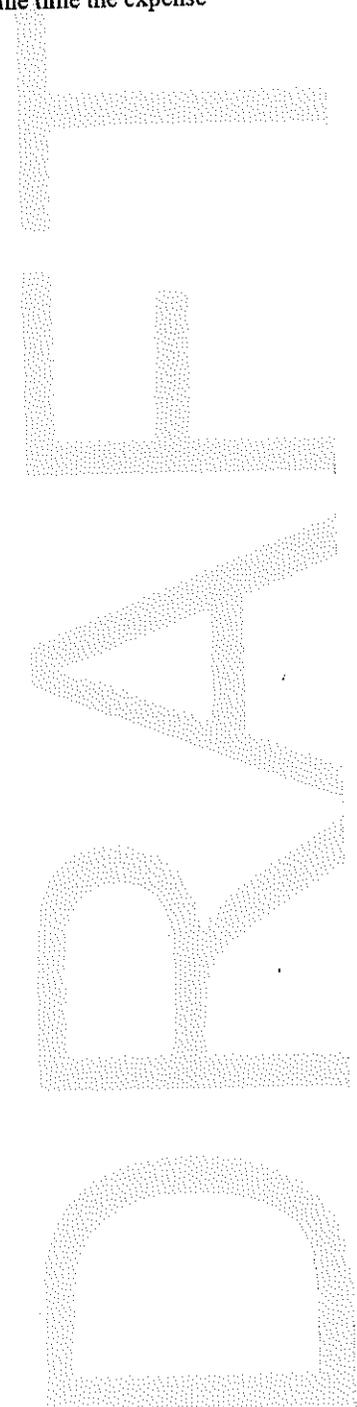
§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

% annual

PAGE 22

Architects fee letter dated Feb 25, 2026



RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WOOD RIVER AND OATES ASSOCIATES FOR ENGINEERING 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 Oates Associates. ("Oates") for engineering services regarding the shared use path to the north side of IL 143 from 2nd Ave. (east) to Wood River Ave. (west) and connecting to the MCT Wood River Station ("Project"). and

WHEREAS, Oates has submitted a Professional Services Agreement for the Project, which includes the survey and design engineering for the Project for an amount not to exceed \$182,346.00:

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

WHEREAS, City finds that the terms of the Oates Proposal (see **Exhibit A**) are fair and reasonable, and City has determined the Oates 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 Oates 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 Oates 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 Oates 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 Oates 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 16th day of March 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



Collinsville
100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis
720 Olive St, Ste 700
St. Louis, MO 63101
314.588.8381

Belleville
1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles
820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

March 10, 2026

Steve Palen
City Manager
City of Wood River
111 North Wood River Ave
Wood River, IL 62095

Re: Design Engineering
IL 143 Shared-Use Path, Ph 1
OA Project No. 225160

Dear Mr. Palen:

This letter will serve as our agreement to perform the following services to add concrete shared-use path to the north side of IL 143 from 2nd Ave (east) to Wood River Ave (west) and connecting to the MCT Wood River Station. The path will start at the back of curb and consist of a 5' concrete buffer and an 10' shared use path (hereinafter called the "Project") subject to the Conditions of the attached "Local Public Agency Engineering Services Agreement" (BLR 05530).

Scope: Our Scope of Services include survey and design engineering as shown on the attached detailed Scope of Services. The project is funded with FHWA, Federal Funds under the transportation Alternatives Program (TAP) and by the Metro East Park and Recreation District (MEPRD).

Schedule: We propose to have the project on the May 2028 IDOT letting.

Estimated Cost: \$182,346 according to the attached "Cost Estimate Worksheet".

If this proposal satisfactorily sets forth your understanding of our agreement, please complete the QBS section and sign the attached BLR 05530 in the space provided and return four copies to IDOT for processing. If you have any questions, please do not hesitate to contact us.

Sincerely,

OATES ASSOCIATES, INC.

Ryne Wirtjes, PE
Project Manager

Thomas L Cissell, III, PE
Project Principal



Using Federal Funds? Yes No
 Agreement For
 Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency
 County
 Section Number
 Job Number

Project Number
 Contact Name
 Phone Number
 Email

SECTION PROVISIONS

Local Street/Road Name
 Key Route
 Length
 Structure Number

Location Termini

Project Description
 The project will add a shared-use path at the back of curb and consist of a 5' buffer and 10' shared use path. It will go from 2nd Ave (east) to Wood River Ave (west) and utilize an existing alley to connect to the MCT Bus Station.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering
 Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name
 Contact Name
 Phone Number
 Email

Address
 City
 State
 Zip Code

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.

2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

(a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,

(b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

(c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

(d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,

(e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

(f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and

(g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and

(b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than

(5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy of maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Oates Associates Inc.		\$182,346.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
N/A	N/A	\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$182,346.00
Total for all work		\$182,346.00

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wood River	Oates Associates Inc.	Madison	

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

EXHIBIT A
SCOPE OF SERVICES

FOR FEDERAL PARTICIPATION PROJECTS

See Attached

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Oates Associates, Inc.
 JOB NO.: 225160
 CONTRACT: Original

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF II	JR PROF I	TECH III	TECH II	TECH I	TRSN	TRSN INTERN	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS			4		12	6	32	8	16		68	56			204	2,000 ft long, traditional survey
1.1 horizontal & vertical control	subtotal				2				4		20	20			46	NAD 83 (2011) & NAVD 83, GPS derived
research control location / coordinate, elevations, closure											4	4			8	includes 3 points
establish control monuments in field / 3-point ties											4	4			8	
establish control coordinates & elevations / GPS											4	4			8	
traverse between control points in field											8	8			16	
elevation loop between benchmarks in field											8	8			16	
office calculations / coordinate, elevations, closure					2				4						6	
1.2 topography	subtotal				6	4	12		48	16					86	
locate existing utilities					2	2	4		8	8					24	locate & tie, measure trench depth (assume 30)
topo / profile / cross sections (surface features)					2	2	6		32	8					50	includes 1 day 2 person crew for Wood River Ave Intersection
project photos					2		2		8						12	with field check
supplemental field surveys																assume 1 day
1.3 drone survey	subtotal				4			8				20			32	for aerial image only
pre-flight					2							4			6	for flight plan, risk assessment, FAA LARACE request
set and tie in targets								8				4			12	
flight												8			16	2nd person visual observer
post processing					2							4			6	traditional survey with drone for aerial only
1.4 process survey data for CAD	subtotal		4			6	28								38	CADD platform (AutoCAD / MicroStation)
draw existing topo			2			1	12								15	
create & process T&E surface			2			1	8								11	
field review and edit topo & T&E						4	8								12	included project photos
1.5 staking	subtotal															assume rct needed
2.0 GEOMETRIC DETAIL			2			10	64								86	At Intersection of IL 143 and Wood River Ave
2.1 data collection	subtotal		1				12								13	
determine design vehicle / road classifications						1	2								3	
traffic counts																
signal warrants (tabular and summaries)						4	8								13	
advance intersection layout			1			2	2								4	verify design & review requirements
coordination with IDOT (growth rate, ADT, layout)																
traffic study (projected traffic, traffic patterns)																
ground level photographs																
2.2 analysis	subtotal					11	32								43	
2.3 Geometric Detail submittals	subtotal		1				2								3	
title block & location map						1	4								5	
elements connecting design & general notes						1	4								5	
capacity design study table						1	4								5	
traffic data table & turning movement diagrams						1	4								5	
signal phasing diagram						2	8								10	
intersection layout and pavement markings			1			1	4								5	not required if existing proposed profile is cfm
horizontal & vertical alignment							4								4	
plot, print & submit final IDS for LA & IDOT review						1	8								9	
respond to review comments at						3	10								13	
follow up review comments							4								4	
plot, print & submit final IDS for IDOT approval							4								4	

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: R. 143 SUP
 LOCATION: Wood River IL
 CLIENT: City of Wood River
 FIRM: Oxtas Associates, Inc.
 JOB NO.: 225160
 CONTRACT: Original

TASK	PRIN	DR PROF I	DR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF II	JR PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
3.0 PROJECT DEVELOPMENT REPORT		5				43	72								120	Assume BLR 19100 Phase I Report
3.1 preliminary forms & submittals						2	2								4	
review funding application						1	1								2	
initial coordination meeting data form						1	1								2	
3.2 meetings		4				20	20								44	
bi-monthly coordination meetings						2	2								4	
public informational meeting		3				8	8								11	for informational meeting / public hearing
public hearing						8	8								16	for informational meeting / public hearing
attendance sheets, sign-out sheets, fact sheet, exhibits		1				4	4								5	
meeting minutes & memoranda						4	4								8	
3.3 report						2	2								4	Project Compliance Checklist
cover sheet						1	1								2	
table of contents						1	1								2	
summary of attachments						1	2								3	
3.4 analysis & bid		1				5	14								20	
location & existing conditions						2	4								6	traffic structures, RR, contiguous sections
proposed improvement		1				2	4								7	need, policies, type of work, affects, variances, cost, ADA, etc.
cost analysis						2	4								6	summary, data, countermeasures
right of way						2	2								4	impacts, displacements
prime farm land																SDA, NRCS
soil erosion assessment						1	4								5	
Phase I & II NPDES storm water permit requirements																DOT, completed prior to handoff
"add" permit																DOT, completed prior to handoff
special waste																
environmental survey																TRP conformance, hot spot analysis, COSM
Section 4(f) lands																state of significant routes
air quality																summary process, any opposition?
noise																
work zone transportation management plans																
complete streets																
maintenance of traffic																
public involvement																
coordination LA/DOT-FHWA																
other coordination																
summary of comments																

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Oates Associates, Inc.
 JOB NO.: 225160
 CONTRACT: Original

TASK	PHEN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF I	JR PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
3.5	enrichments & exhibits					7	20								27	prepare exhibits to include with PDR
	location / vicinity map & functional classification map					1	3								4	
	existing & proposed typical sections					1	2								3	use ROADWAY PLANS - typical sections
	structure master report															see BRIDGE CONDITION REPORT
	bridge condition report (BCR) & approval cover letter															see HYDRAULIC REPORTS - permits
	preliminary bridge design & hydraulic report approval letter															
	raft/cast-in-place drawing														4	see ROADWAY PRELIMINARY PLANS
	plan & profile sheets					1	3									see INTERSECTION DESIGN STUDY
	intersection design studies (IDS)															
	spot map and/or section diagrams															
	BCS and HDBA coordination															see HYDRAULIC REPORTS - permits
	"QA" permit correspondence														1	public, cultural & special waste permits
	environmental clearances & correspondence														1	public comments
	property owner signoffs and/or correspondence														1	newspaper ad & property owner letter
	public meeting notifications					1	1								2	see - meetings (above)
	bi-monthly coordination in existing minutes					2	4								6	see ROADWAY PLANS - design criteria
	design criteria review					1	2								3	
	design of alternate route map					2	2								4	
	other coordination															
	3.6					6	12								18	
	submittals															
	print & submit draft PDR for IDOT / FHWA review					1	2								3	
	respond to review comments					4	8								12	
	final print & submit final PDR for IDOT / FHWA approval					1	2								3	
	4.0					10	18								28	
	UTILITY COORDINATION															
	4.1					2	10	18							29	
	utilities															
	request type, size & location of existing facilities					1	2	2							5	send topa drawing to utilities
	verify type, size & location of existing facilities					1	2	2							5	send preliminary plans to utilities
	confirm conflicts & verify adjustment / relocation work					1	2	2							5	send topa final plans & schedule to utilities
	coordination meetings with utilities					4	4	4							12	
	re-new utility adjustment / relocation plans from utilities							6							6	
	utility agreements															
	4.2					1	5	20							26	
	DRAINAGE															
	5.1					1	5	20							26	locate of drainage adjustments at parking lot
	storm sewer design															
	storm sewer schematic layout					1	4								5	
	drainage area computations					1	4								5	
	pipe computations / type, size and layout					1	4								5	
	storm sewer computations / type and size					1	4								5	
	final storm sewer layout					1	4								5	

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Oates Associates, Inc.
 JOB NO.: 223160
 CONTRACT: Original

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF II	JR PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
6.0 PRELIMINARY PLANS						29	210								239	
6.1 data collection/criteria	subtotal					3	12								15	
develop design criteria						1	4								5	
develop paving & proposed typical sections						2	8								10	
pavement cover																
6.2 horizontal alignment	subtotal					7	14								21	
set centerline location						2	4								6	
lay out pavement shoulders/medians						2	4								6	
review right-of-way requirements						2	4								6	
review utility conflicts						1	2								3	
6.3 vertical alignment	subtotal					9	22								31	
set centerline profile						4	16								20	
review storm sewer/curb/vertical ditches						2	4								6	
review utility conflicts						1	1								2	
develop preliminary earthwork						1	1								2	
6.4 preliminary design development	subtotal					23	72								95	
government analysis & design						12	24								36	1st St, 2nd St, Parking Lot entrance
intersection/interchange geometrics design						1	2								3	
develop construction staging																
provide barrier requirements						1	4								5	VIETNAM Landing requires centerline
provide pavement markings						1	2								3	gravel entrance at water tower property
utility relocation requirements						1	2								3	potentially 11 ramps at roughly 4 ft each
layout entrances						8	43								51	
slw ramp/bypass																
6.5 preliminary plan development	subtotal					9	28								37	
plan alignment and existing curve data						1	4								5	
provide utility and proposed curb/side/ditch						2	8								10	
intersection/interchange labeling																
intersection eta distance																
entrance/exit access roads labeling																
provide barriers																
bridge approach pavement						1	2								3	already completed in PCR
construction limits																
right-of-way/curbline						1	2								3	
benchmark/control points						2	8								10	adjust profile after topo survey
profile-graded/elevation curve data																
storm sewer/curb/vertical ditches labeling																included in the own task
retaining walls																
parking						2	4								6	retaining wall coordination
structural plan coordination																

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Oates Associates, Inc.
 JOB NO.: 225100
 CONTRACT: Original

TASK	PROJ	DR PROF II	DR PROF I	PROF IV	PROF III	PROF II	PROF I	SR PROF II	SR PROF I	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
6.6 preliminary cross-sections earthwork						4	30								34	
subtotal						4	30								34	
cut existing sections develop existing cross-section elevations						2	16								18	
proposed roadway berms/grades						1	10								11	
end areas earthwork estimate						1	4								5	
plot & label ROW																
7.0						16	32								48	
8.7						4	8								12	
subtotal						4	8								12	
preliminary alignment						4	8								12	
preliminary plan						8	12								20	
preliminary plan (field check)						4	12								16	includes preliminary quantities
cost estimate																
7.0 FINAL PLANS						108	185	10							313	
subtotal						2	8								10	
7.1						1	1								2	
cover sheet						1	1								2	
location map/project limits						1	1								2	
index of sheets						1	1								2	
standard drawing index						1	6								7	includes usage sheet
general notes																
7.2						10	32	10							50	
subtotal						2	8								10	
quantities						2	8								10	
pay items & code numbers						1	4	1							6	
pavement schedule & quantities						1	2	1							4	
entrances schedule & quantities						1	2	1							4	
storm sewer schedule & quantities						1	2	1							4	
pavement markings schedule & quantities						1	2	1							4	
retrofits schedule & quantities						1	2	1							4	
earthwork schedule & quantities						2	6	2							10	
other schedules & quantities						1	6	1							8	
summary of quantity schedule						1	6	1							8	
7.3						1	8								9	
subtotal						1	8								9	
typical sections						1	8								9	
edit/rev proposed typical sections - label pay-item thicknesses																
structural pavement design table																
7.4						6	18								20	
subtotal						1	2								3	
construction detail sheets						1	2								3	
side sheets & entrances						1	2								3	
pavement details						2	6								8	
curb ramp details sheets																
drainage structures						2	4								6	
retaining walls																
guardrail barriers																
survey tie points																
7.5						8	16								24	
subtotal						8	16								24	
intersections interchange sheets						8	16								24	warping
intersections interchange coordinate locations - checking labeling																
pavement joint layouts																
ramp profile specification tables																
ramp terminal details																
intersections interchange cross-section layout																

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Datas Associates, Inc.
 JOB NO.: 225160
 CONTRACT: Original

TASK	PREN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF II	JR PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
7.6 maintenance of traffic																IDOT Highway Standard 701602
subtotal																
develop construction staging																
staging notes																
staging details																
detour plans																
traffic control plans																
7.7 traffic signal plans						9	26									swapping push buttons and ped heads, existing post
subtotal																
plan view						4	12									
cable diagram						4	12									
legends							2									
general notes																
detail proposed signal faces																
phase description diagram																
sequence of operations table						1	2									
sign panel details																
subtotal						2	10									
7.8 specialty plan sheets																Retain from prelin
subtotal																
pavement markings						1	2									
signing plans						1	4									
signing plans																
landscape plans																
7.9 SUP plan sheets						4	16									
subtotal																
plan alignment stationing curve data																
interchange shoulders medians																
interchange interchanges						2	8									
entrance/ access roads						1	4									
guardrail barriers																
storm sewer/buffered ditches						1	2									
elevation limits																
cross-references																

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
LOCATION: Wood River, IL
CLIENT: City of Wood River
FIRM: Orlin Associates, Inc.
JOB NO.: 255160
CONTRACT: Original

TASK	PRIN	SR-PROF II	SR-PROF I	PROF IV	PROF III	PROF II	PROF I	SR-PROF II	SR-PROF I	TECH III	TECH II	TECH I	TECH	TECH INDBN	TOTAL	SCOPE OF WORK
7.10 cross sections						2	16								18	
final edits						2	8								10	
proposed ditch and/or storm sewer							4								4	
proposed ROW limits							4								4	
earthwork and areas																
materials/cross-references																
7.11 contract documents						46	18								64	
check sheets						4									4	
supplemental specifications						2									2	
interim special provisions (ISP)						23	10								33	
special provisions						8	4								12	
estimate of time						4	4								8	
estimate of cost																local listing only
7.12 bidding documents																
notice to contractors																
proposal																
schedules of prices																
7.13 Final PS&E submittal						16	30								46	
plot and assemble final plans						4	16								20	addressing comments
copy and review final CADD files							4								4	
copy and assemble computations							2								2	
copy and assemble contract documents						8									8	
final submittal and closeout						2	8								10	
obtaining signatures						2									2	
8.0 RIGHT OF WAY						20	40			24					84	
8.1 survey						20	40			24					84	
research record information						2	4								6	use Reports by Subconsultant
review title reports						2	6								10	
review locations in field / set survey / trim										24					24	assume 2 days and 1 day supplement
locate and tie existing monumentation						4	8								12	draw record plans
reconcile monumentation with record information																
establish existing ROW & property lines						12	20								32	
8.2 documents																assume calculations from 20 parcels
take proposed ROW / easements																assume setting 25 points
calculate bearings / distances / stations / offsets																
calculate lot closures and areas																1 hour each
prepare legal descriptions																by City
prepare ROW compliance documents																12
prepare ROW plans																DOT Plot of Highways and address comments
prepare utility plans																assume 3 hours each
prepare parcel data																assume none
prepare monument records																

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Oates Associates, Inc.
 JOB NO.: 235100
 CONTRACT: Original

TASK	PROJ	SR PROJ I	SR PROJ II	PROJ IV	PROJ III	PROJ II	PROJ I	JR PROJ II	JR PROJ I	TECH III	TECH II	TECH I	TECH	TECH-INTER	TOTAL	SCOPE OF WORK
8.3	subtotal															not included
8.4	negotiations / acquisitions															covers acquisitions, offer price and document base, mortgage
	discuss GA scope with client															
	prepare letter of understanding															
	obtain IDOT approval of negotiation proposals															
	coordinate ROW certification schedule w/ IDOT															documents reviewed & approved by City Attorney
	create parcel files															
	coordinate legal document review															displays with ROW / Easements shown
	prepare PFA/203 forms															
	prepare displays for property owner															creates offer letters for signature by client and send to parcel owners with required brochures
	review appraisals															subbase for tracking parcels and contacts
	prepare offer letters															
	prepare parcel 407 base															
	schedule meetings with property owners															
	document property owner correspondence															
	coordinate hearing documents notations															
	complete parcel compliance checklist															required if paying more than original offer amount
	prepare Administrative Settlement Documentation															
	complete project compliance checklist															
	file legal documents at courthouse															
	confirm & document payment to property owner															
	record documents															
	IDOT Certification															
	Final submittal - 63 documents															
8.0	ADMINISTRATION / MANAGEMENT		3			41	3								48	11 month schedule, 12 months of active plan development (not ROW, QA/QC, Admin)
8.1	subtotal		3			41	2								49	
	scope of work reviews					6									6	0.5 hr/month
	scheduling					6									6	0.5 hr/month
	budget control					6									6	0.5 hr/month
	major project planning					6									6	
	project team meetings (including start-up meeting)					2	2								7	0.5 hr/month
	contract administration		1			6									12	1 hr/month
	billing					12										

EXHIBIT A

ESTIMATE OF PERSON HOURS

PROJECT: R. 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Deter Associates, Inc.
 JOB NO.: 225166
 CONTRACT: Original

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF II	JR PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
10.0 Q&QC		24													24	
10.1 Q&M design	subtotal	2													2	adapt company plan to project
10.2 submittal reviews	subtotal	26													26	
geotechnical reports		2													2	
drainage reports																
structure reports / T&E drawings																
preliminary structure plans		6													6	
preliminary road plans		10													10	
preliminary plans		6													6	
final plans		2													2	
final documents																
10.3 quality reviews	subtotal															

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Wood River

Oates Associates Inc.

Madison

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**EXHIBIT B
PROJECT SCHEDULE**

See attached

EXHIBIT B

PROJECT SCHEDULE

PROJECT: IL 143 SUP
 LOCATION: Wood River, IL
 CLIENT: City of Wood River
 FIRM: Oates Associates, Inc.
 JOB NO.: 226160
 CONTRACT: Original

TASK	MONTHS	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Jul 2027	Aug 2027	Sep 2027	Oct 2027	Nov 2027	Dec 2027	Jan 2028	Feb 2028	Mar 2028	Apr 2028	May 2028	Jun 2028	Jul 2028	Aug 2028	Sep 2028	Oct 2028	
FIELD SURVEYS	1.3	X	X	X	X																											
GEOMETRIC DETAIL	0.6			X	X			X	X																							
PROJECT DEVELOPMENT REPORT	0.8			X	X			X	X																							
UTILITY COORDINATION	0.2								X					X																		
DRAINAGE	0.2									X	X																					
PRELIMINARY PLANS	1.9									X	X				X	X																
FINAL PLANS	2.1														X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
RIGHT OF WAY	0.6														X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ADMINISTRATION / MANAGEMENT	0.3		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
QA/QC	0.2							X	X				X	X																		

MILESTONE	INITIAL OA SUBMITTAL	ANTICIPATED APPROVAL
ANTICIPATED AUTHORIZATION:	Mar 1, 2026	May 1, 2026
PROJECT DEVELOPMENT REPORT TO DISTRICT:	Sept 1, 2026	Feb 1, 2027
GEOMETRIC DETAIL SUBMITTAL	Nov 1, 2026	Feb 1, 2027
PRE-FINAL PLANS TO DISTRICT:	Apr 1, 2027	June 1, 2027
FINAL PLANS TO DISTRICT:	August 1, 2027	Nov 1, 2027
PLAT OF HIGHWAY SUBMITTAL:	Sept 1, 2027	Feb 1, 2028
LETTING:	May 1, 2028	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wood River	Oates Associates Inc.	Madison	

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, Due date of submittal: _____

Method(s) used for advertisement and dates of advertisement

--

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

--

Top three consultants ranked for this project in order

	1	2	3
1			
2			
3			

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
 FIXED RAISE

Local Public Agency City of Wood River	County Madison	Section Number
Consultant (Firm) Name Oates Associates, Inc.	Prepared By Ryne Wirtjes	Date 3/10/2026

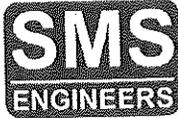
PAYROLL ESCALATION TABLE

CONTRACT TERM	21	MONTHS	OVERHEAD RATE	151.79%
START DATE	5/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2026		% OF RAISE	3.00%
END DATE	1/31/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2026	7/1/2026	2	9.52%
1	7/2/2026	7/1/2027	12	58.86%
2	7/2/2027	2/1/2028	7	35.36%

The total escalation = 3.74%



Sheppard, Morgan & Schwaab, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS

March 5, 2026

Mr. Steve Palen
City Manager
111 North Wood River Avenue
Wood River, Illinois 62095

Re: 2026-2027 MFT Maintenance
Material Letting

Dear Mr. Palen:

Bids were received for the 2026-2027 MFT Maintenance program at the Wood River City Hall on Wednesday, March 4, 2026, at 10:00 a.m., and they were opened and publicly read at that time. All bidders submitted the required proposal guarantee check. A tabulation of these bids is attached for your review.

There were two bids received for Item 1 - Bituminous Patching Material (Pre-Mix). After the hauling differential is considered, the lowest price is from Asphalt Sales and Products, Inc. from their plant located at 4824 Wagon Wheel Road, Edwardsville, Illinois. Their bid of \$165.00/ton is 5.71% lower than our estimate of \$175.00/ton. We recommend that the City Council accept the material proposal from Asphalt Sales and Products, Inc. for this item.

There were three bids received for Item 2 - Bituminous Patching Material - Cold Mix. After the hauling differential is considered, the lowest price is from Asphalt Sales and Products, Inc. from their plant located at 4824 Wagon Wheel Road, Edwardsville, Illinois. Their bid of \$110.00/ton matches our estimate. We recommend that the City Council accept the material proposal from Asphalt Sales and Products, Inc. for this item.

There were three bids received for Item 3 - Hot-Mix Asphalt Surface Course. After the hauling differential is considered, the lowest price is from Christ Bros. Products, LLC from their plant located at 211 Community Dr. South Roxana, Illinois. Their bid of \$90.00/ton is 3.23% lower than our estimate of \$93.00/ton. We recommend that the City Council accept the material proposal from Christ Bros. Products, LLC for this item.

There were three bids received for Item 4 - Emulsified Asphalt Furnished and Applied. The lowest bid is from Piasa Road Oil, LLC, from Alton, Illinois at a unit price of \$674.85 / ton which is 3.59% lower than our estimate of \$700.00. We recommend that the City Council accept the material proposal from Piasa Road Oil, LLC for this item.

www.smsengineers.com

*Your Partners
in Progress*

215 Market Street
Alton, IL 62002

Phone: 618.462.9755

March 5, 2026
Page Two

There were 2 bids received for Item 5 - Seal Coat Aggregate: CM-16 Trap Rock; Furnish and Delivered. The lowest bid is from Beelman Logistics, LLC from East St. Louis, Illinois. Their bid of \$42.48 per ton is 8.92% higher than our estimate of \$39.00 per ton. We recommend that the City Council accept the material proposal from Beelman Logistics, LLC for this item.

There was only one bid received for Item Group 6, which is the various crushed stone and sand items submitted by New Frontier Materials, LLC from their plant located at 4007 College Ave., Alton, IL. The total amount of their bid for the various items is \$40,412.50 which matches our estimate. We recommend that the City Council accept the material proposal from New Frontier Materials, LLC for these items.

If you have any questions, please contact me at (618) 462-9755.

Sincerely,

SHEPPARD, MORGAN & SCHWAAB, INC.



Dave Godar, P.E.

Enclosures

cc: Mike Velloff, Director of Public Services w/Enclosure
Danielle Sneed, City Clerk w/Enclosure
Phillip Freimuth, IDOT - District 8 w/Enclosure



Tabulation of Bids - 7 Bidders

Local Public Agency: Wood River - See attachment for hauling differential for items 1, 2 & 3
 County: Madison
 Section Number: 27-00000-00-GM
 Letting Date: 03/04/26

Approved Engineer's Estimate: ~~6267-600-00~~
 Attended By (IDOT Representative(s)): Danielle Sneed & Mike Veiloff from City, Dave Goddar, SMS Eng

Bidder's Name	City, State, Zip	Bidder's Address	City, State, Zip	Proposal Guarantee	Terms
Christ Bros Products, LLC	Madison, IL	820 S. Fritz St	Lebanon, IL 62254	Cashier's Check	\$7,500.00
Asphalt Sales and Products, Inc.	P.O. Box 11	Mascoutah, IL 62258	Mascoutah, IL 62258	Cashier's Check	\$7,500.00
Mahoney Asphalt, LLC	208 Service St	Swansea, IL 62226	Swansea, IL 62226	Cashier's Check	\$5,000.00
DMS Contracting, Inc	10243 Fuessler Rd.	Mascoutah, IL 62258	Mascoutah, IL 62258	Cashier's Check	\$3,000.00
Evergreen Roadworks, LLC	1414 W. Anthony Dr.	Urbana, IL 61802	Urbana, IL 61802	Certified Check	\$3,000.00
Piassa Road Oil, LLC	P.O. Box 484	Alton, IL 62002	Alton, IL 62002	Cashier's Check	\$3,000.00

Item No.	Item	Delivery Method	Unit	Quantity	Approved Engineer's Estimate		Bidder's Bid		Difference		Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
					Unit Price	Total	Unit Price	Total	Unit Price	Total								Unit Price	Total
1.	Bluminous Patching	Loaded in City	tons	300	\$175.0000	\$52,500.00	\$180.0000	\$54,000.00	\$5.0000	\$1,500.00	\$49,500.00	\$165.0000	\$49,500.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Material (Pre-Mix): EZ																		
	Street, UPM, or Sycrete	Trucks at Bidder's Plant																	
	EV, conforming to State of Illinois Specification M120-16; Furnished Only																		
2.	Bluminous Patching	Loaded in City	tons	50	\$110.0000	\$5,500.00	\$110.0000	\$5,500.00	\$0.0000	\$0.0000	\$5,500.00	\$110.0000	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Material (Cold Mix), conforming to State of Illinois Specification M19-07 or M19-07 Modified; Furnished Only																		
3.	Hot-Mix Asphalt Surface Course, Mix C; Furnished Only	Loaded in City	tons	1500	\$90.0000	\$135,000.00	\$90.0000	\$135,000.00	\$0.0000	\$0.0000	\$135,000.00	\$90.0000	\$135,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Hot-Mix Asphalt Surface Course, Mix C; Furnished Only	Trucks at Bidder's Plant																	
4.	Bluminous Materials: CRS-2, Emulsified Asphalt; Furnished and Applied	City Streets and Allys	tons	100	\$700.0000	\$70,000.00	\$0.00	\$0.00	\$0.0000	\$0.0000	\$70,000.00	\$700.0000	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Bid:						\$188,500.00	\$188,500.00	\$188,500.00	\$190,000.00	\$1,400.0000	\$190,000.00	\$190.0000	\$190,000.00	\$1,400.0000	\$74,300.00	\$74,300.00	\$74,300.00	\$74,300.00	
As Calculated:						\$188,500.00	\$188,500.00	\$190,000.00	\$190,000.00	(29.53)%	\$190,000.00	\$190.0000	\$190,000.00	\$1,400.0000	(72.22)%	\$74,300.00	\$74,300.00	(74.77)%	\$74,300.00
% Over/Under:						(29.53)%	(29.53)%	(29.53)%	(29.53)%	(29.53)%	(29.53)%	(29.53)%	(29.53)%	(29.53)%	(72.22)%	(72.22)%	(74.77)%	(74.77)%	(74.77)%

* Successful Bidder

Tabulation of Bids

Attachment for Hauling Differential

City of Wood River, Section 27-00000-00-GM, March 4, 2026

Item 1 - Bituminous Patching Material (Pre-Mix): EZ Street, UPM, or Sylcrete EV, Conforming to State of Illinois Specification M120-16; Furnished Only:

Bidder: Asphalt Sales and Products, Inc.

Location of Plant: 4824 Wagon Wheel Road, Edwardsville, Illinois

Type of Material: UPM

Bid Price: \$165.00 / ton x 300 tons = \$49,500.00

10.0 miles x \$0.34 / mile = \$3.40 / ton hauling differential

Delivered Price = \$168.40 / ton x 300 tons = \$50,520.00

Bidder: Christ Bros. Asphalt, Inc.

Location of Plant: 6411 Collinsville Road, East St. Louis, Illinois

Type of Material: EZ Street

Bid Price: \$160.00 / ton x 300 tons = \$48,000.00

34.4 miles x \$0.34 / mile = \$11.70 / ton hauling differential

Delivered Price = \$171.70 / ton x 300 tons = \$51,510.00

Item 2 - Bituminous Patching Material (Cold Mix), conforming to Illinois Specification M120-16; Furnished Only:

Bidder: Asphalt Sales and Products, Inc.

Location of Plant: 4824 Wagon Wheel Road, Edwardsville, Illinois

Bid Price: \$110.00 / ton x 50 tons = \$5,500.00

10.0 miles x \$0.34 / mile = \$3.40 / ton hauling differential

Delivered Price = \$113.40 / ton x 50 tons = \$5,670.00

Bidder: Christ Bros. Asphalt, Inc.

Location of Plant: 6411 Collinsville Road, East St. Louis, Illinois

Bid Price: \$110.00 / ton x 50 tons = \$5,500.00

34.4 miles x \$0.34 / mile = \$11.70 / ton hauling differential

Delivered Price = \$121.70 / ton x 50 tons = \$6,085.00

Bidder: Mahoney Asphalt LLC

Location of Plant: 4005 College Ave. Alton, Illinois

Bid Price: \$110.00 / ton x 50 tons = \$5,500.00

11.3 miles x \$0.34 / mile = \$3.84 / ton hauling differential

Delivered Price = \$113.84 / ton x 50 tons = \$5,692.00

Item 3 - Hot-Mix Asphalt Surface Course, Mix "C", Furnished Only:

Bidder: Asphalt Sales and Products, Inc.

Location of Plant: 4824 Wagon Wheel Road, Edwardsville, Illinois

Bid Price: \$90.00 / ton x 1,500 tons = \$135,000.00

10.0 miles x \$0.34 / mile = \$3.40 / ton hauling differential

Delivered Price = \$93.40 / ton x 1,500 tons = \$140,100.00

Bidder: Christ Bros. Asphalt, Inc.

Location of Plant: 211 Community Dr. South Roxana, Illinois

Bid Price: \$90.00 / ton x 1,500 tons = \$135,000.00

9.0 miles x \$0.34 / mile = \$3.06 / ton hauling differential

Delivered Price = \$93.06 / ton x 1,500 tons = \$139,590.00

Bidder: Mahoney Asphalt LLC

Location of Plant: 4005 College Ave. Alton, Illinois

Bid Price: \$90.00 / ton x 1,500 tons = \$135,000.00

11.3 miles x \$0.34 / mile = \$3.84 / ton hauling differential

Delivered Price = \$93.84 / ton x 1,500 tons = \$140,760.00



Tabulation of Bids



Local Public Agency: **Wood River** County: **Madison** Section Number: **27-00000-00-GM** Letting Date: **03/04/26**

Approved Engineer's Estimate: **\$71,612.50**

Attended By (IDOT Representative(s)):
Danielle Sneed & Mike Velloff, City of Wood River & Dave Godar, SMS Engineers

Bidder's Name: **Beelman Logistics, LLC** Bidder's Address: **One Racehorse Drive** City, State, Zip: **East St. Louis, IL 62205** Proposal Guarantee: **Cashier's Check** Terms: **\$1,000.00**

Bidder's Name: **New Frontier Materials, LLC** Bidder's Address: **2300 Creve Coeur Mill** City, State, Zip: **Maryland Hts, MO 63043** Proposal Guarantee: **Cashier's Check** Terms: **\$3,000.00**

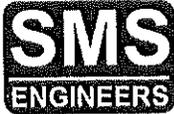
Approved Engineer's Estimate										
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
5.	Seal Coat Aggregate: CM-16	Wood	tons	800	\$39,0000	\$31,200.00	\$42,4800	\$33,984.00	\$49,5000	\$39,600.00
	Trap Rock, Furnished and Delivered	River					*			
		Storage								
		Yard								
6(a).	Coarse Aggregate: Crushed	Loaded	tons	100	\$19,7500	\$1,975.00		\$0.00	\$19,7500	\$1,975.00
	Stone, CA3, Furnished Only	in City							*	
		Trucks at Bid Plant								
6(b).	Coarse Aggregate: Crushed	Loaded	tons	2000	\$11,2500	\$22,500.00		\$0.00	\$11,2500	\$22,500.00
	Stone, CA6, Furnished Only	in City							*	
		Trucks at Bid Plant								
6(c).	Coarse Aggregate: Crushed	Loaded	tons	300	\$19,7500	\$5,925.00		\$0.00	\$19,7500	\$5,925.00
	Stone, CA7, Furnished Only	in City							*	
		Trucks at Bid Plant								

* Successful Bidder

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6(d).	Coarse Aggregate: Crushed	Loaded	tons	150	\$19.7500	\$2,962.50	\$19.7500	\$2,962.50	\$19.7500	\$2,962.50	\$19.7500	\$2,962.50
	Stone, CA16, Furnished Only	in City					*					
		Trucks at										
		Bid Plant										
6(e).	Stone Riprap, RR3,	Loaded	tons	100	\$24.0000	\$2,400.00	\$24.0000	\$2,400.00	\$24.0000	\$2,400.00	\$24.0000	\$2,400.00
	Furnished Only	in City					*					
		Trucks at										
		Bid Plant										
6(f).	Stone Riprap, RR4,	Loaded	tons	100	\$24.0000	\$2,400.00	\$24.0000	\$2,400.00	\$24.0000	\$2,400.00	\$24.0000	\$2,400.00
	Furnished Only	in City					*					
		Trucks at										
		Bid Plant										
6(g).	Fine Aggregate: Sand, FA1,	Loaded	tons	100	\$22.5000	\$2,250.00	\$22.5000	\$2,250.00	\$22.5000	\$2,250.00	\$22.5000	\$2,250.00
	Furnished Only	in City					*					
		Trucks at										
		Bid Plant										
					Total Bid:							
					As Read:	\$33,984.00		\$80,012.50		\$80,012.50		\$0.00
					As Calculated:	\$33,984.00		\$80,012.50		\$80,012.50		\$0.00
					% Over/Under:	(52.54)%		11.73 %				

* Successful Bidder

13



Sheppard, Morgan & Schwaab, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS

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

March 11th, 2026

Attn: Steve Palen, P.E. – City Manager

Re: Edwardsville Rd. Water Main Improvements (CDBG Phase 4)

Dear Mr. Palen:

On Wednesday, March 11th, 2026 at 10:00 A.M., bids for the above referenced project were received, publicly opened, and read. Enclosed please find a bid tabulation for your review. A summary of the bids is as follows:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Bid</u>
1. Kamex Inc.	10%	\$612,402.75
2. Haler Plumbing & Heating, Inc.	10%	\$671,923.00

The Engineer's estimate for this project was \$599,455.

Kamex Inc. was the lowest responsible bidder, and they meet all of Madison County Community Development requirements.

If the City wishes to proceed with the project, we recommend awarding the project to Kamex Inc. Please let me know if you have any questions.

Sincerely,

SHEPPARD, MORGAN & SCHWAAB, INC.

Coey Daniels, P.E.
Vice-President

Enclosure

www.smsengineers.com

Your Partners
in Progress

215 Market Street
Alton, IL 62002

Phone: 618.462.9755

Tabulation of Bids

County: Madison Date: March 11, 2026
 Local Agency: Wood River Time: 10:00 AM
 Section: Edwardsville Road Water Main Improvements CDBG Phase 4

Name of Bidder: Kamex, Inc.
 Address of Bidder: 4323 Hwy 162
Pontoon Beach, IL 62040
 Haier Plumbing & Heating, Inc.
301 N. Elkton
Okawville, IL 62271

Attended By: Coey Daniels (SMS), Abby Stormer (SMS), Mike Velloff, Tim Donohoo,
Kamex rep. Haier rep. Kyle Smith (CDBG)

Proposal Guarantee: 10%
 Terms: 10%
 Bid Bond 10%

Item No.	Item	Unit	Quantity	Engineer's Estimate		Total	Unit	Total
				Unit	Total			
1	12" PVC C900 Water Main with Tracer Wire	L.F.	2,133	\$ 90.00	\$ 191,970.00	\$ 89.75	\$ 191,436.75	
2	12" PVC C900 Water Main (Restrained) with Tracer Wire	L.F.	80	\$ 125.00	\$ 10,000.00	\$ 138.00	\$ 11,040.00	
3	6" PVC C900 Water Main with Tracer Wire	L.F.	106	\$ 60.00	\$ 6,360.00	\$ 64.00	\$ 6,784.00	
4	12" Gate Valve w/Valve Box	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 6,320.00	\$ 12,640.00	
5	6" Gate Valve w/Valve Box	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 2,300.00	\$ 6,900.00	
6	4" Gate Valve w/Valve Box	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 1,940.00	\$ 1,940.00	
7	12"x4" Reducer	EA	1	\$ 1,750.00	\$ 1,750.00	\$ 1,150.00	\$ 1,150.00	
8	12" 45° Bend	EA	11	\$ 1,000.00	\$ 11,000.00	\$ 1,911.00	\$ 21,021.00	
9	6" 45° Bend	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 967.00	\$ 1,934.00	
10	6" 22.5° Bend	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,227.00	\$ 2,454.00	
11	12" Plug	EA	1	\$ 950.00	\$ 950.00	\$ 750.00	\$ 750.00	
12	12" x 12" x 12" Tee	EA	1	\$ 2,700.00	\$ 2,700.00	\$ 2,740.00	\$ 2,740.00	
13	12" x 12" x 6" Tee	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 2,185.00	\$ 17,480.00	
14	Hot Taps w/Tapping Sleeves (All Sizes)	EA	4	\$ 6,500.00	\$ 26,000.00	\$ 6,500.00	\$ 26,000.00	
15	Fire Hydrants w/Gate Valve and Valve Box	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 9,028.00	\$ 36,112.00	
16	Service Connections	EA	5	\$ 2,750.00	\$ 13,750.00	\$ 2,385.00	\$ 11,925.00	
17	Selected Granular Backfill	C.Y.	1,205	\$ 65.00	\$ 78,325.00	\$ 54.00	\$ 65,070.00	
18	Concrete Curb Removal / Replacement	L.F.	35	\$ 150.00	\$ 5,250.00	\$ 106.00	\$ 3,710.00	
19	HMA Surface Removal / Replacement	S.Y.	1,030	\$ 125.00	\$ 128,750.00	\$ 138.00	\$ 142,140.00	
20	Abandon Exist. Water Main (Cut & Caps)	EA	3	\$ 1,750.00	\$ 5,250.00	\$ 3,588.00	\$ 10,764.00	
21	PCC Sidewalk Removal and Replace - 4 Inch	Sq. Ft.	50	\$ 95.00	\$ 4,750.00	\$ 50.00	\$ 2,500.00	
22	Casing - 18" PVC DR-18 (w/lead seals)	L.F.	66	\$ 175.00	\$ 11,550.00	\$ 186.00	\$ 12,276.00	
23	Traffic Control	L. Sum	1	\$ 25,000.00	\$ 25,000.00	\$ 23,636.00	\$ 23,636.00	

Total Bid:	\$	612,402.75	\$	671,923.00
As Read:	\$	612,402.75	\$	671,923.00
As Calculated:	\$	612,402.75	\$	671,923.00



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: 3/9/26

Name of Person completing application: Mike Beacham

Title: Softball (EAWR) Head Coach

Agency/group seeking permit: _____

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

Phone number: 618 550 3801

Date for which permit is sought: 9-12-26

Proposed hours of solicitation: 8-4 am

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

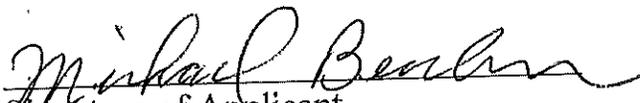
Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? Yes

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

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.
- The solicitation agency shall carry 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) for property damage during the period of requested solicitation, listing the City of Wood River as **additional insured**. A certified copy of said insurance policy **must** be filed with the City Clerk at least five (5) days prior to the solicitation activity.
- Solicitations are only permitted at the intersection of **Wood River Avenue and Penning Avenue**.
- A limit of two (2) solicitations shall be permitted in any calendar month within the City; for a total not to exceed twelve (12) in any calendar year.
- No soliciting agency/group shall solicit more than once a calendar year.
- All soliciting agencies must use cones, safety vests, and appropriate signage identifying the agency/cause. The City requires a \$100 deposit for use of City cones and vests.
- 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

RESOLUTION NO.**APPROVAL OF A RESOLUTION AMENDING THE CITY MANAGER'S
EMPLOYMENT AGREEMENT WITH THE CITY OF WOOD RIVER, ILLINOIS**

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

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to revise the Employment Agreement with Stephen Palen as City Manager; and

WHEREAS, City has determined the current Employment Agreement requires the City Manger to maintain residence within the corporate boundaries of the City. *See* Employment Agreement attached hereto as **Exhibit A** ("Old Employment Agreement"); and

WHEREAS, City desires to eliminate the residency requirement of the Old Employment Agreement and not require the City Manager to reside within the corporate boundaries of the City. *See* Employment Agreement Attached hereto as **Exhibit B** ("Revised Employment Agreement"); and

WHEREAS, City finds the terms of the proposed Revised Employment Agreement, attached hereto as **Exhibit B**, to be acceptable; and

WHEREAS, City further finds the terms of the proposed Revised Employment Agreement, attached hereto as **Exhibit B**, should be approved;

WHEREAS, City finds, finally, that the Mayor, on behalf of City, should be authorized and directed to execute the proposed Revised Employment Agreement, attached hereto as **Exhibit B**;

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 proposed Revised Employment Agreement, attached hereto as **Exhibit B**, is approved.

Section 3. The Mayor is authorized and directed, on behalf of the City of Wood River, to execute the Revised Employment Agreement, attached hereto as **Exhibit B**.

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 16th day of March 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

EMPLOYMENT AGREEMENT

INTRODUCTION

This Employment Agreement ("Agreement") made and entered into this 12th day of September 2022, by and between the City of Wood River, Illinois ("City"), a municipal corporation, and Stephen Palen, ("Employee") collectively referred to herein as "Parties" agree as follows:

A. The City agrees to employ and Employee desires to continue employment as City Manager of the City of Wood River effective the 12th day of September 2022; and

B. The City agrees to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

C. The City agrees to: (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) secure itself against possible employee malfeasance; and

D. This Agreement supersedes and replaces any and all prior Employment Agreement(s) between the Parties, both written and oral.

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself. The Parties agree as follows:

SECTION 1 – DUTIES

The City hereby agrees to employ Employee to perform the functions and duties of City Manager as specified in the City Code and by State statutes and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time request.

SECTION 2 – TERMS

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the provisions set forth in the Illinois Municipal Code (65 ILCS 5/5-3-7), or SECTION 14 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City, subject only to the provisions set forth in SECTION 14 of this Agreement.

C. Employee agrees to remain in the employ of the City from the date hereof until employment is terminated.

D. This Agreement shall remain in full force and effect from the 12th day of September 2022 until May 1, 2023, unless otherwise terminated by the City or Employee as provided in Section 14 of this Agreement.

E. This Agreement shall automatically be extended for a 1 year period, under the same terms and conditions, unless at least 60 days prior to its termination date as herein provided, notice is given in writing by either party of their desire to renegotiate various terms of the Agreement. All then current terms and conditions shall remain in effect until such time as a successor Agreement is ratified.

SECTION 3 – SALARY

A. The City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000.00) effective the 12th day of September 2022, payable in installments at the same time as other employees of the City are paid and will include the addition of longevity and miscellaneous wages as other department heads and/or City employees receive per City personnel manual. The City Manager will receive the same annual and/or periodic increases as the other department heads and City employees. As an employee of the City, Employee will continue to participate in the IMRF pension system.

B. In addition, City agrees to consider increasing said base salary and/or other benefits of Employee in such amounts and to such an extent as the City may determine that it is desirable to do so each year on the basis of an annual salary review of said Employee. The salary review shall be made at the same time as similar consideration is given other employees generally. A performance review of the Employee shall be performed in April of every year to evaluate and review said performance of the Employee. This may or may not be done in conjunction with the salary review. This review shall not nullify the status of any termination or severance provisions of this contract.

SECTION 4 – HOURS OF WORK

Employee shall devote his full time and attention to employment referred to herein and shall have no other employment that would materially detract from his employment under this agreement. While regular business hours of City are 8:00 a.m. to 5:00 p.m., it is recognized that Employee must devote substantial time outside normal

office hours to business of the City, and to that end Employee is not expected to keep regular hours.

SECTION 5 – VEHICLE AND CELL PHONE

A. The City, in addition to paying the Employee the salary specified above, shall provide and maintain a vehicle for Employee to be utilized for (a) City business, (b) limited personal use within the St. Louis metropolitan area, and (c) traveling to and from a home and work.

B. The City, in addition to the salary and vehicle provided for above, will provide to and maintain a cell phone for Employee for his use on City business and personal use.

SECTION 6 – DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in the following named organizations: International City Management Association, International City Management Association – Illinois Chapter, American Public Works Association National and State, Illinois Society of Professional Engineers, and any other organizations deemed necessary for the betterment of the Employee and the City. Employee shall be allowed time off, not treated as vacation or personal time off to participate in said organizations.

SECTION 7 – EXPENSE REIMBURSEMENT

The City hereby agrees to budget and pay any actually incurred travel and subsistence expenses of Employee while on official travel and official business for the City; for participation in other national, regional, state or local government groups and

committees thereof, of which Employee is a member, and as may otherwise be approved by the Mayor and the City Council.

SECTION 8 – GENERAL EXPENSES

A. City recognizes that certain expenses of a non-personal nature, that are job related, are incurred by Employee. The City shall either pay in the first instance following written request and approval or reimburse the Employee for such general expenses as are hereafter approved by the Mayor or City Council in writing.

B. City also recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which City shall pay membership dues and other expenses not to exceed \$2,000.00 per year. Employee shall report to City each membership expense that he has incurred at City's cost. Employee shall attempt to make a majority of regularly scheduled meetings.

SECTION 9 – PENSION, HEALTH AND LIFE INSURANCE

The City agrees to pay the employer portions of payments required to be made to the Illinois Municipal Retirement Fund on Employee's behalf.

The City shall apply for and is to pay 100% required premium and any applicable deductible payments for Employee for group insurance coverage for accident, vision, dental, sickness, major medical and hospitalization expenses covering Employee and his dependents as the same is available under the City's group policy on all employees. In addition, City shall purchase and pay the required premiums for group life insurance in the amount of \$150,000. The Employee shall have the right to name the beneficiary thereof.

SECTION 10 – VACATION, SICK LEAVE AND PERSONAL LEAVE

Employee shall be entitled to five (5) weeks vacation upon execution of this agreement, and on the anniversary date every year thereafter. All vacation time allotted, but not utilized during a given year, shall be allowed to be carried over into the following year(s) and shall accrue and be added to the annual five (5) weeks vacation time allotment or be paid for similar to section 11.11 of the United Steelworkers contract with the police department. Sick Leave and Personal Leave shall be governed by reference to the City of Wood River Personnel Manual.

SECTION 11 – MOVING AND RELOCATION EXPENSES

Employee agrees to continue residence within the boundaries of the City of Wood River during the term of this Agreement.

SECTION 12 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City may fix such other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with this Agreement or in conflict with Ordinances of the City of Wood River, the laws of the State of Illinois, or the laws of the United States of America. The Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick, and other leaves or benefits, except as expressly addressed in this Agreement.

SECTION 13 – GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties, and shall be interpreted and controlled by Illinois law. Any prior discussion or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of Employee and the City.

C. This Agreement shall become effective upon execution by both parties, approval by the City Council of the City of Wood River, Illinois, and the employment contemplated hereby shall commence effective the 12th day of September 2022.

D. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of this Agreement.

SECTION 14 – TERMINATION AND SEVERANCE PAY

For the purpose of this Agreement, termination shall occur when:

1. A 4/5 majority of the City Council votes to terminate the Employee, at a duly authorized public meeting, for just cause shown, following a hearing at which Employee shall be afforded an opportunity to present evidence in accordance with the general rules for administrative hearings. Employee shall be provided at least 10 days prior notice of the hearing, in writing, setting forth all charges City intends to present.
2. The City, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. The City reduces the base salary, compensation or any other financial benefit of the Employee, such action shall constitute a breach of this Agreement and Employee may declare a termination as of the date of such reduction.

4. The Employee resigns following the City's offer to accept resignation, whether formal or informal, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract is declared by either party with a 30 day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

A. In the event that Employee is terminated by City during such time that Employee is willing and able to perform his duties under this Agreement, then, in that event, City agrees to pay employee a lump sum cash payment or payment schedule as Employee sees fit equal to 20 weeks then current aggregate salary commencing on the date of termination, continue health and life insurance and pension benefits for 20 weeks from the date of termination and payment for all accumulated benefits earned, including, but not limited to, sick time. Provided that, in the event the Employee is terminated because of felony criminal conviction, stemming from activities undertaken in his official city capacity, the City shall have no obligation to pay the aggregate severance sum designated in this section. In the event the City shall terminate Employee for any reason other than Employee's own misconduct as described above the City shall give Employee 14 days notice of such termination. In the event that Employee is terminated because of his own misconduct as described above, then the City shall have no obligation to pay the aggregate severance sum designated in this paragraph, nor give prior notice of such termination.

B. In the event City, at any time during the term of the Agreement, reduces the salary or financial benefits of Employee in a greater percentage than the average reduction of all department heads, or in the event City refuses, following written notice, to comply with any other provision benefiting Employee herein, or employee resigns

following a suggestion, whether formal or informal, by City that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at date of such reduction or such refusal to comply and shall trigger the obligation to pay severance as outlined in Paragraph A.

C. In the event the electors of the City, in accordance with the Illinois Municipal Code (65 ILCS 5/5-5-1), choose to abandon the managerial form of government, then Employee, at his sole discretion, may declare a termination thereby triggering the obligation to pay severance as outlined in Paragraph A, or choose to remain in the employment of City, as the City Administrator. As the City Administrator, Employee shall undertake the duties as prescribed by the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq*) for a City Administrator and as further set forth by the City Council. Should employee choose to continue his employment under this circumstance as the City Administrator, all terms and conditions of this agreement not specifically associated with and/or dependent upon the statutory designation and/or duties and authority of a City Manager, shall remain in full force and effect.

D. In the event the Employee voluntarily resigns his position with City at any time during the term of this Agreement, then Employee shall give City 14 days written notice in advance, unless the Parties otherwise agree in writing.

SECTION 15 – INDEMNIFICATION

To the extent permitted by the laws of the State of Illinois, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission (whether or not a claim or cause of action has been filed) occurring in the

performance of Employee's duties as City Manager. The City may compromise, settle and/or defend such claim(s) or suit(s) and shall pay the amount of any settlement or judgment rendered thereon.

SECTION 16 – NOTICE

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. CITY: [Mayor, 111 N. Wood River Ave., Wood River, IL 62095]
- B. EMPLOYEE: [Stephen Palen, 132 Illini Ln., Wood River, IL 62095]

Alternatively, notice required pursuant to this Agreement may be personally served by personal delivery by either party to the other. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 17 – SEVERABILITY

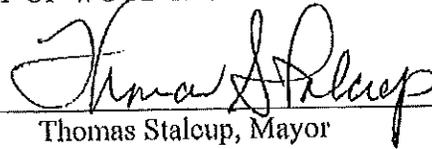
The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

SECTION 18: GOVERNING LAW

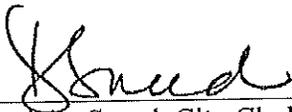
Governing Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents

WITNESS WHEREOF, the City of Wood River has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, pursuant to authority of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above-written.

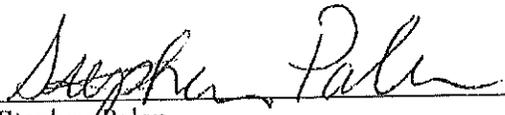
CITY OF WOOD-RIVER


Thomas Stalcup, Mayor

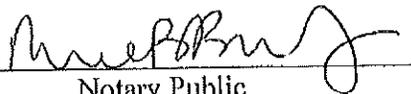
ATTEST:

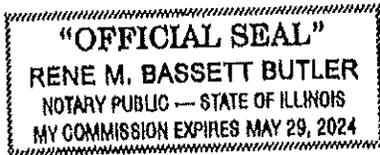

Danielle Sneed, City Clerk

EMPLOYEE


Stephen Palen

Subscribed and sworn to before me, a Notary Public in and for the County of Madison and State of Illinois this 12 day of September, 2022.


Notary Public



EMPLOYMENT AGREEMENT

INTRODUCTION

This Employment Agreement ("Agreement") made and entered into this 12th day of September 2022, by and between the City of Wood River, Illinois ("City"), a municipal corporation, and Stephen Palen, ("Employee") collectively referred to herein as "Parties" agree as follows:

A. The City agrees to employ and Employee desires to continue employment as City Manager of the City of Wood River effective the 12th day of September 2022; and

B. The City agrees to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

C. The City agrees to: (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) secure itself against possible employee malfeasance; and

D. This Agreement supersedes and replaces any and all prior Employment Agreement(s) between the Parties, both written and oral.

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party willingly agrees to bind itself. The Parties agree as follows:

SECTION 1- DUTIES

The City hereby agrees to employ Employee to perform the functions and duties of City Manager as specified in the City Code and by State statutes and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time request.

SECTION 2 — TERMS

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the provisions set forth in the Illinois Municipal Code (65 ILCS 5/5-3-7), or SECTION 14 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City, subject only to the provisions set forth in SECTION 14 of this Agreement.

C. Employee agrees to remain in the employ of the City from the date hereof until employment is terminated.

D. This Agreement shall remain in full force and effect from the 12th day of September 2022 until May 1, 2023, unless otherwise terminated by the City or Employee as provided in Section 14 of this Agreement.

E. This Agreement shall automatically be extended for a 1 year period, under the same terms and conditions, unless at least 60 days prior to its termination date as herein provided, notice is given in writing by either party of their desire to renegotiate various terms of the Agreement. All then current terms and conditions shall remain in effect until such time as a successor Agreement is ratified.

SECTION 3 — SALARY

A. The City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000.00) effective the 12th day of September 2022, payable in installments at the same time as other employees of the City are paid and will include the addition of longevity and miscellaneous wages as other department heads and/or City employees receive per City personnel manual. The City Manager will receive the same annual and/or periodic increases as the other department heads and City employees. As an employee of the City, Employee will continue to participate in the IMRF pension system.

B. In addition, City agrees to consider increasing said base salary and/or other benefits of Employee in such amounts and to such an extent as the City may determine that it is desirable to do so each year on the basis of an annual salary review of said Employee. The salary review shall be made at the same time as similar consideration is given other employees generally. A performance review of the Employee shall be performed in April of every year to evaluate and review said performance of the Employee. This may or may not be done in conjunction with the salary review. This review shall not nullify the status of any termination or severance provisions of this contract.

SECTION 4 — HOURS OF WORK

Employee shall devote his full time and attention to employment referred to herein and shall have no other employment that would materially detract from his employment under this agreement. While regular business hours of City are 8:00 a.m. to 5:00 p.m., it is recognized that Employee must devote substantial time outside normal

office hours to business of the City, and to that end Employee is not expected to keep regular hours.

SECTION 5 - VEHICLE AND CELL PHONE

A. The City, in addition to paying the Employee the salary specified above, shall provide and maintain a vehicle for Employee to be utilized for (a) City business, (b) limited personal use within the St. Louis metropolitan area, and (c) traveling to and from a home and work.

B. The City, in addition to the salary and vehicle provided for above, will provide to and maintain a cell phone for Employee for his use on City business and personal use.

SECTION 6 - DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in the following named organizations: International City Management Association, International City Management Association — Illinois Chapter, American Public Works Association National and State, Illinois Society of Professional Engineers, and any other organizations deemed necessary for the betterment of the Employee and the City. Employee shall be allowed time off, not treated as vacation or personal time off to participate in said organizations.

SECTION 7 - EXPENSE REIMBURSEMENT

The City hereby agrees to budget and pay any actually incurred travel and subsistence expenses of Employee while on official travel and official business for the City; for participation in other national, regional, state or local government groups and

committees thereof, of which Employee is a member, and as may otherwise be approved by the Mayor and the City Council.

SECTION 8 — GENERAL EXPENSES

A. City recognizes that certain expenses of a non-personal nature, that are job related, are incurred by Employee. The City shall either pay in the first instance following written request and approval or reimburse the Employee for such general expenses as are hereafter approved by the Mayor or City Council in writing.

B. City also recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which City shall pay membership dues and other expenses not to exceed \$2,000.00 per year. Employee shall report to City each membership expense that he has incurred at City's cost. Employee shall attempt to make a majority of regularly scheduled meetings.

SECTION 9 - PENSION, HEALTH AND LIFE INSURANCE

The City agrees to pay the employer portions of payments required to be made to the Illinois Municipal Retirement Fund on Employee's behalf.

The City shall apply for and is to pay 100% required premium and any applicable deductible payments for Employee for group insurance coverage for accident, vision, dental, sickness, major medical and hospitalization expenses covering Employee and his dependents as the same is available under the City's group policy on all employees. In addition, City shall purchase and pay the required premiums for group life insurance in the amount of \$150,000. The Employee shall have the right to name the beneficiary thereof.

SECTION 10 - VACATION, SICK LEAVE AND PERSONAL LEAVE

Employee shall be entitled to five (5) weeks vacation upon execution of this agreement, and on the anniversary date every year thereafter. All vacation time allotted, but not utilized during a given year, shall be allowed to be carried over into the following year(s) and shall accrue and be added to the annual five (5) weeks vacation time allotment or be paid for similar to section 11.11 of the United Steelworkers contract with the police department. Sick Leave and Personal Leave shall be governed by reference to the City of Wood River Personnel Manual.

SECTION 11 – MOVING AND RELOCATION EXPENSES

(reserved).

SECTION 12 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City may fix such other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with this Agreement or in conflict with Ordinances of the City of Wood River, the laws of the State of Illinois, or the laws of the United States of America. The Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick, and other leaves or benefits, except as expressly addressed in this Agreement.

SECTION 13 - GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties, and shall be interpreted and controlled by Illinois law. Any prior

discussion or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of Employee and the City.

C. This Agreement shall become effective upon execution by both parties, approval by the City Council of the City of Wood River, Illinois, and the employment contemplated hereby shall commence effective the 12th day of September 2022.

D. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of this Agreement.

SECTION 14 - TERMINATION AND SEVERANCE PAY

For the purpose of this Agreement, termination shall occur when:

1. A 4/5 majority of the City Council votes to terminate the Employee, at a duly authorized public meeting, for just cause shown, following a hearing at which Employee shall be afforded an opportunity to present evidence in accordance with the general rules for administrative hearings. Employee shall be provided at least 10 days prior notice of the hearing, in writing, setting forth all charges City intends to present.
2. The City, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. The City reduces the base salary, compensation or any other financial benefit of the Employee, such action shall constitute a breach of this Agreement and Employee may declare a termination as of the date of such reduction.
4. The Employee resigns following the City's offer to accept resignation, whether formal or informal, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract is declared by either party with a 30 day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

A. In the event that Employee is terminated by City during such time that Employee is willing and able to perform his duties under this Agreement, then, in that event, City agrees to pay employee a lump sum cash payment or payment schedule as Employee sees fit equal to 20 weeks then current aggregate salary commencing on the date of termination, continue health and life insurance and pension benefits for 20 weeks from the date of termination and payment for all accumulated benefits earned, including, but not limited to, sick time. Provided that, in the event the Employee is terminated because of felony criminal conviction, stemming from activities undertaken in his official city capacity, the City shall have no obligation to pay the aggregate severance sum designated in this section. In the event the City shall terminate Employee for any reason other than Employee's own misconduct as described above the City shall give Employee 14 days notice of such termination. In the event that Employee is terminated because of his own misconduct as described above, then the City shall have no obligation to pay the aggregate severance sum designated in this paragraph, nor give prior notice of such termination.

B. In the event City, at any time during the term of the Agreement, reduces the salary or financial benefits of Employee in a greater percentage than the average reduction of all department heads, or in the event City refuses, following written notice, to comply with any other provision benefiting Employee herein, or employee resigns following a suggestion, whether formal or informal, by City that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at date of such

reduction or such refusal to comply and shall trigger the obligation to pay severance as outlined in Paragraph A.

C. In the event the electors of the City, in accordance with the Illinois Municipal Code (65 ILCS 5/5-5-1), choose to abandon the managerial form of government, then Employee, at his sole discretion, may declare a termination thereby triggering the obligation to pay severance as outlined in Paragraph A, or choose to remain in the employment of City, as the City Administrator. As the City Administrator, Employee shall undertake the duties as prescribed by the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq*) for a City Administrator and as further set forth by the City Council. Should employee choose to continue his employment under this circumstance as the City Administrator, all terms and conditions of this agreement not specifically associated with and/or dependent upon the statutory designation and/or duties and authority of a City Manager, shall remain in full force and effect.

D. In the event the Employee voluntarily resigns his position with City at any time during the term of this Agreement, then Employee shall give City 14 days written notice in advance, unless the Parties otherwise agree in writing.

SECTION 15 - INDEMNIFICATION

To the extent permitted by the laws of the State of Illinois, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission (whether or not a claim or cause of action has been filed) occurring in the performance of Employee's duties as City Manager, The City

may compromise, settle and/or defend such claim(s) or suit(s) and shall pay the amount of any settlement or judgment rendered thereon.

SECTION 16 - NOTICE

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. CITY: [Mayor, 111 N. Wood River Ave., Wood River, IL 62095]
- B. EMPLOYEE: [Stephen Palen, 132 Illini Ln., Wood River, IL 62095]

Alternatively, notice required pursuant to this Agreement may be personally served by personal delivery by either party to the other. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 17 - SEVERABILITY

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

SECTION 18: GOVERNING LAW

Governing Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents

WITNESS WHEREOF, the City of Wood River has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, pursuant to authority of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above-written.

City of Wood River

Thomas Stalcup, Mayor

ATTEST:

Danielle Sneed

EMPLOYEE:

Stephen Palen

Subscribed and sworn to before me, a Notary Public in and for the County of Madison and State of Illinois _____ day of _____, 2026

Notary Public