

ORDER OF BUSINESS

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

September 8, 2026
7:00 P.M.
Wood River, IL 62095

AGENDA

- 1) Roll Call: Tom Stalcup
David Ayres Bill Dettmers
Jeremy Plank Scott Tweedy
- 2) Approval of the minutes of the regular meeting of August 17, 2026, as printed.
- 3) Approval of the bills submitted for payment for the period August 13, 2026, to September 2, 2026, as printed.
- 4) REQUEST BY MAYOR FOR:
A. Request for Citizen comments/communications/petitions
B. Reports/comments from City Officials
- 5) Approval of an ordinance amending City Code 90-7, Title 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 4: Regulation for Specific Districts, amending Section 4-11 – Community Business District B-2, Section 4-12 – Highway Business District B-3, Section 4-14 – Industrial District I and Article 7: Supplementary Use Restrictions, amending Section 7-15 Auto Repair/Service Stations, Auto Body Shops, and adding Vehicle Towing and Recovery Businesses to Section 7-15, as recommended by the Plan Commission.
- 6) 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's Zoning Code 96-14, Article 2: Definitions, Section 2-2 – Selected Definitions and Article 4: Regulations for Specific Districts, amending Section 4-10 – Neighborhood Business District B-1, Section 4-11 – Community Business District B-2, Section 4-12 – Highway Business District B-3, and Article 7: Supplementary Use, adding Section 7-25 Portable Storage Building Sales, as recommended by the Plan Commission.
- 7) 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's Zoning Code 96-14, Article 2: Definitions, Section 2-2 – Selected Definitions and Article 4: Regulations for Specific Districts, amending Section 4-14 – Industrial District I, adding Section 4-14.7 Special Uses, as recommended by the Plan Commission.
- 8) Approval of an ordinance authorizing the execution of a Real Estate Contract with Naomi Evans and Lamar Cody for the purchase of Parcel ID 19-2-08-28-08-204-023, commonly known as 41 W. Ferguson Avenue, Wood River, Illinois 62095.
- 9) Approval of an ordinance authorizing the acceptance of Parcel ID 19-2-08-22-10-101-030, commonly known as 302 Pershing Avenue, Wood River, Illinois 62095, as a gift, from Kevin Alexander, for purposes of eradicating blight.
- 10) Approval of an ordinance authorizing the execution of an Intergovernmental Agreement between the City of Wood River and Madison County regarding geographic spatial data.

- 11) Approval of an ordinance granting approval of a preliminary and final plat for subdivision of Parcel ID 19-2-08-21-11-202-059, commonly known as 876 State Street, Wood River, Illinois 62095, as recommended by the Plan Commission.
- 12) Approval of a resolution executing a Sponsorship Agreement between the City of Wood River and Slayden Glass for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation.
- 13) Approval of a resolution authorizing the execution of a Project Agreement between the City of Wood River and Agency for Community Transit for IL 143 from Wood River Transit Station to 2nd Street Project.
- 14) Approval of a request to seek bids to replace the pumps at the Kendall Hill Lift Station with new grinder pumps, as submitted by the Director of Public Services.
- 15) Approval of a request from the Wood River Business Alliance extending the use of the Downtown Parking Lot on Madison Avenue for the 2026 Farmers Market Season to Thursday, October 15, 2026.
- 16) Approval of a request from EAWR High School – Softball to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, September 26, 2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy.
- 17) Old Business
- 18) New Business
- 19) Adjournment

If prospective attendees require an interpreter or other access accommodation needs, please contact the Wood River City Clerk's Office at 618-251-3100 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.

August 17, 2026

AGENDA

A regular meeting of the Wood River City Council was called to order by Mayor Tom Stalcup at 7:00 p.m. on Monday, August 17, 2026. The City 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 August 3, 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 July 30, 2026, to August 12, 2026, as printed, seconded by Councilman Plank, and approved by the following vote:

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

APPROVAL OF FINANCIAL STATEMENT:

Councilman Dettmers moved to approve the Financial Statement ending July 31, 2026, as printed, seconded by Councilman Ayres, and approved by the following vote:

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

CITIZEN/OFFICIAL COMMENTS:

Councilman Dettmers stated that he had sent an email to the City Manager and Mayor regarding questions that had been posed to him over the past week, specifically concerning the IEPA letter regarding particles or contaminants in the City's drinking water. He also stated that, on Friday, several individuals had approached him regarding a letter sent a few weeks earlier concerning the Public Works Department, specifically the Water Department's failure to file a required report. Councilman Dettmers said he had advised the City Manager and Mayor that he intended to bring the matter before the Council at tonight's meeting. He stated that he had an opportunity to speak with Director of Public Works Mike Velloff, who provided him with additional insight and background regarding what had transpired. Councilman Dettmers expressed hope that Director

Velloff would have an opportunity to address the matter and provide information regarding the questions that had been raised.

Councilman Dettmers then asked Director Velloff what had occurred that caused the City to fail to file the required reports with the Illinois Environmental Protection Agency (IEPA).

Director Velloff explained that the missed report occurred during the lead service line survey. He stated that an intermediate report was required while City staff were going door-to-door and using various methods to determine the type of service line at each property. The City contacted and emailed the Illinois Environmental Protection Agency (IEPA) seeking clarification regarding the report while the survey was still underway. Director Velloff stated that the City completed all required documentation by the ultimate deadline and determined that there were no lead service lines in the City. He explained that, after speaking with an IEPA representative, he learned that the City was required to notify residents whose service lines had not yet been identified. The City had missed that notification, which the IEPA representative indicated had also occurred in many other municipalities. Director Velloff clarified that the missed notification was unrelated to the most recent notice issued by the IEPA.

Councilman Dettmers asked what the City is currently doing to address the contaminant issue identified in the recent notice from the Illinois Environmental Protection Agency (IEPA).

Director Velloff explained that the City had been addressing the issue for over a year. He stated that East Alton had already been conducting a pilot study on PFAS at its water plant, and the City reached out to East Alton to conduct a similar pilot study at the City's water treatment plants. Director Velloff explained that the pilot study began approximately one year ago and was expected to be completed by the end of September 2026. He stated that a pilot study was necessary to determine, on a small scale, the type of treatment system that would ultimately need to be constructed to remove PFAS from the water.

Councilman Dettmers asked what steps the City might consider taking to address the issue. He acknowledged that the study had not yet been finalized but asked what measures the City could take to help eliminate the contaminants from the drinking water.

Director Velloff explained that the City is using an activated carbon system as part of its PFAS treatment efforts. He stated that the City of Wood River is ahead of most municipalities, aside from East Alton, in addressing PFAS.

City Manager Steve Palen stated that the City is also participating in a class action lawsuit related to PFAS and is actively receiving payments from an initial settlement, which he believed involved 3M or DuPont. He explained that the City remains involved in the settlement process and that, whenever new test results are received indicating the presence of PFAS, the City submits those results as part of the process.

Councilman Plank inquired about the anticipated timeline and what the next steps would be.

Director Velloff explained that the next step would be to use the information obtained through the pilot study to develop a design for the necessary treatment upgrades. He stated that completing the pilot study would better position the City to obtain funding, potentially through the Illinois

Environmental Protection Agency (IEPA), and federal programs, for both the design and construction of the upgrades.

City Manager Steve Palen stated that the next step will be to use the information obtained through the pilot study to develop a design for the necessary treatment upgrades. He noted that, as previously stated by Director Velloff, the City was ahead of most other municipalities in addressing PFAS and would therefore have significant opportunities to obtain grant funding through the State and federal government. He noted that East Alton had received significant funding to construct its treatment system.

Mayor Stalcup asked when the City's pilot study began.

City Manager Steve Palen stated September 2025.

Councilman Ayres thanked Senator Erica Harriss for securing approximately \$115,0000.00 in funding for the City. He explained that approximately \$50,000.00 will be allocated to the Police Department for solar-powered speed display signs to be placed in designated areas to alert motorists of the applicable speed limit. The remaining funding will be used for sidewalk improvements throughout the City. Councilman Ayres expressed his appreciation to Senator Harriss for securing the funding.

Councilman Plank asked about the City's current PFAS levels and, assuming a plan was developed to reduce the levels, what level of reduction could be expected.

City Manager Steve Palen explained that, ideally, the goal would be to eliminate PFAS from the City's drinking water, although achieving total elimination may not be realistic. He stated that the City must remain below the EPA's four parts per trillion standard. He explained that a new rule implemented by the EPA in February requires water systems to notify their customers when PFAS levels exceed four parts per trillion. City Manager Steve Palen noted that the most recent sample showed a PFAS level of 6.7 parts per trillion and believed the sample had been taken just outside the water treatment plant.

Councilman Plank asked whether the February notification requirement represented a reduction in the allowable PFAS level or was simply a new notification requirement.

City Manager Steve Palen replied that the February requirement did not represent a reduction in the allowable PFAS level, but rather a new requirement that water systems notify their users when PFAS levels exceed four parts per trillion. He explained that the notification requirement had not been in place in prior years and that PFAS testing in Illinois did not begin until 2021. He noted that the City had participated in the testing program and had continued testing for PFAS since that time. He also noted that PFAS is going to affect most water systems.

ORDINANCE NO. 26-20: 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 3, SECTION 3-2 ZONING MAP AND DISTRICT BOUNDARIES TO REZONE PARCEL ID'S 19-2-08-27-05-104-047, 19-2-08-27-05-104-046, 19-2-08-27-05-104-045, 19-2-08-27-05-104-035, 19-2-08-27-05-104-034 CURRENTLY ZONED BD DOWNTOWN BUSINESS TO CR CONSERVATION/RECREATION:

Councilman Ayres 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 3, Section 3-2 Zoning Map and District Boundaries to rezone Parcel ID's 19-2-08-27-05-104-047, 19-2-08-27-05-104-046, 19-2-08-27-05-104-045, 19-2-08-27-05-104-035, 19-2-08-27-05-104-034 currently zoned BD Downtown Business to CR Conservation/Recreation, as recommended by the Plan Commission, seconded by Councilman Dettmers

Councilman Dettmers commented that he believed one or two of the parcels were related to the dog park, which had to be changed because it could not remain at its previous use. He stated that the other three parcels were related to the new City park.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 3010: AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE LOCATED AT PARCEL ID 19-2-08-28-08-203-031, COMMONLY KNOWN AS 13 WHITELAW, WOOD RIVER, ILLINOIS 62095 TO JAME PROPERTIES LLC:

Councilman Plank moved to approve an ordinance authorizing the sale of City owned surplus real estate located at Parcel ID 19-2-08-28-08-203-031, commonly known as 13 Whitelaw, Wood River, Illinois 62095 to JAME Properties LLC, seconded by Councilman Tweedy

Councilman Dettmers asked whether the property in question was Nancy Russell's property and whether JAME Properties had a plan for its development.

City Manager Steve Palen explained that, when the property owners submitted their proposal, their intention was to convert the property into a parking lot in conjunction with bringing a new restaurant to the location.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 3011: AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND JACK MATTHEWS DEVELOPMENT FOR TIF FINANCIAL ASSISTANCE AT 53 W. FERGUSON AVENUE, WOOD RIVER, ILLINOIS 62095:

Councilman Plank moved to approve an ordinance authorizing the execution of a Redevelopment Agreement between the City of Wood River and Jack Matthews Development for TIF Financial Assistance at 53 W. Ferguson Avenue, Wood River, Illinois 62095, seconded by Councilman Ayres

Councilman Dettmers stated that the matter involved property associated with the former Stallion building and that the proposed TIF payments would be \$200,000.00 in the first year, \$40,000.00 per year for the following four years, and approximately \$47,000.00 in the final year. He reiterated his concern regarding the front-loading of TIF agreements. Councilman Dettmers stated that he would support TIF agreements structured on a pay-as-you-go basis, whereby incremental property tax

revenues collected by the City would be returned to the developer to help offset eligible project expenses. He noted that, to his recollection, the Council had not previously entered a TIF agreement structured in that manner and that the agreements had instead been front-loaded. Councilman Dettmers reiterated that he would oppose continuing to front-load TIF projects once the City reached a point where it would be required to borrow funds to make the payments. He stated that he had requested revised cash-flow projections for the TIF District and that, with the proposed payments, the TIF fund would now be in significant negative territory, and the City would be forced to begin borrowing. Councilman Dettmers recommended that the developer either wait until the TIF fund has sufficient cash flow to cover the payments or agree to a pay-as-you-go arrangement.

Councilman Dettmers moved to amend the agreement from a front-loaded payment structure to a pay-as-you-go basis, seconded by Councilman Ayres

Councilman Ayres asked Councilman Dettmers when he received the revised cash-flow projections.

Councilman Dettmers referenced a report provided that morning by the Director of Finance regarding the projected cash flow of the TIF fund. He stated that, based strictly on current TIF cash flows and without accounting for any anticipated increases in revenue, the fund was projected to have a shortage because of the payments that have already been approved. He explained that, with the proposed payment, the fund would have a projected negative balance of approximately \$160,000.00 in the current fiscal year, which would increase to approximately \$291,000.00 in the following year, remain more than \$250,000.00 negative the subsequent year, and be slightly more than \$100,000.00 negative four years out before beginning to show a positive balance again. Councilman Dettmers reiterated that his recommendation had consistently been to avoid front-loading TIF payments. He clarified that he was not suggesting that anything would necessarily go wrong with the project. Councilman Dettmers stated that he prefers to take a conservative approach to ensure that, if something were to go wrong, the City would not be overcommitting itself. He expressed concern that the current payment structure would place the City in a position of taking on unnecessary financial risk. He noted that the financial report had been provided that day.

City Manager Steve Palen confirmed that the report was sent to all Councilmembers.

Councilman Plank stated that the projections assumed 0 percent growth in TIF revenues, as had been discussed previously. He noted that, based on his review of the TIF revenues over the previous four years, the City had experienced an average annual growth rate of approximately 35%, and that the rate was even higher when considering earlier years. Councilman Plank stated that, based on that history, a conservative projection would be approximately 20% to 25% annual growth, rather than the 0% growth reflected in the spreadsheet. He explained that, if 25% growth were projected, the TIF fund would return to a positive cash flow within approximately a year and a half.

City Manager Steve Palen explained that the projections also assumed that every project would be completed on schedule and that payments would be made according to the anticipated schedule, which had not always been the case, as some projects had experienced delays of six months, a year, or longer. He stated that the spreadsheet was intentionally conservative, as it should be. City Manager Steve Palen noted that the City had previously authorized the ability to borrow funds from the CID in anticipation of this situation. He stated that this was a positive issue for the City, as it reflects the interest of developers in coming to the downtown area.

Councilman Plank asked what the reasoning was for structuring the agreement to provide a \$200,000.00 payment in the first year.

City Manager Steve Palen stated that it was requested by the developer.

Councilman Ayres stated that he would still like to see a different payment arrangement, if possible, so that the City would not be operating in a negative cash position.

The motion to amend was denied by the following vote:

AYES: Ayres, Dettmers (2)

NAYS: Plank, Tweedy, Stalcup (3)

The ordinance authorizing the execution of a Redevelopment Agreement between the City of Wood River and Jack Matthews Development for TIF Financial Assistance at 53 W. Ferguson Avenue, Wood River, Illinois 62095 was approved by the following vote:

AYES: Plank, Tweedy, Stalcup (3)

NAYS: Ayres, Dettmers (2)

ORDINANCE NO. 3012: AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE WOOD RIVER LEVEE DISTRICT REGARDING USE OF GIFT OF LAND:

Councilman Tweedy moved to approve a resolution authorizing the execution of an Intergovernmental Agreement with the Wood River Levee District regarding use of gift of land, seconded by Councilman Ayres

Councilman Ayres asked whether the property where the solar panels would be installed would encroach upon or otherwise impact Camp DuBois.

City Manager Steve Palen stated no.

Councilman Dettmers asked whether the matter involved an exchange of property or what the proposed arrangement entailed.

City Manager Steve Palen explained that the City had requested the Levee District's property for the solar panel installation associated with the water plant solar panel project. He stated that, in lieu of payment, the City is allowing the Levee District to coordinate with the project by constructing a smaller solar panel installation for its use.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 3013: AMENDING PHASE 3 OF PERFORMANCE CONTRACT #PC22-0011 WITH GRP WEGMAN – ADDENDUM #1:

Councilman Ayres moved to approve an ordinance amending Phase 3 of Performance Contract #PC22-0011 with GRP Wegman – Addendum #1, as submitted by the Director of Public Services,

seconded by Councilman Dettmers

Councilman Dettmers asked how the amendment would work and whether it was intended to establish the increase on an annual basis.

Director Velloff explained that this is some additional language that the IEPA requires to be in the contract.

It was confirmed that this also applies to the next item on the agenda. These are the solar panel projects for the Fire Department and the Recreation Center.

The ordinance was approved by the following vote:

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

NAYS: None (0)

ORDINANCE NO. 3014: AMENDING PHASE 4 OF PERFORMANCE CONTRACT #PC22-0011 WITH GRP WEGMAN – ADDENDUM #1:

Councilman Tweedy moved to approve an ordinance amending Phase 4 of Performance Contract #PC22-0011 with GRP Wegman – Addendum #1, 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)

RESOLUTION NO. 2194: PROVIDING FOR A FEASIBILITY STUDY FOR THE PROPOSED TIF 4 REDEVELOPMENT PROJECT AREA AUTHORIZING CERTAIN PRELIMINARY REDEVELOPMENT PROJECT EXPENDITURES AND DECLARING AN INTENT TO REIMBURSE CERTAIN DEVELOPMENT PROJECTS:

Councilman Ayres moved to approve a resolution providing for a feasibility study for the proposed TIF 4 Redevelopment Project Area authorizing certain preliminary redevelopment project expenditures and declaring an intent to reimburse certain development projects, seconded by Councilman Dettmers

Councilman Dettmers asked, as the City was planning to identify additional areas to incorporate into a new TIF district, where the funds would come from to provide the initial or front-loaded payments associated with the new district.

City Manager Steve Palen explained that the resolution was an inducement resolution that would allow the companies identified therein to incur expenditures for soft costs, but not construction costs, while preserving their eligibility for reimbursement once the TIF district was established. He stated that, in this TIF district, it was likely that redevelopment agreements would be based primarily on incremental revenues because there were relatively few existing businesses or other development generating revenue within the proposed area. He explained that, once the base value was established, the incremental property tax revenues generated by the development of vacant land would become available to the TIF. City Manager Steve Palen stated that he anticipated the area would primarily utilize increment-based TIF agreements.

Discussion ensued regarding the boundaries of the proposed TIF district. It was explained that the district would encompass primarily the remaining business area within the City limits, generally extending toward Rock Hill Road, but would not include areas such as Walmart. The proposed boundaries were identified on the map as the green area.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2195: AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND PGAV PLANNERS, LLC, FOR TIF ADVISEMENT SERVICES:

Councilman Plank moved to approve a resolution authorizing the execution of a Professional Services Agreement between the City of Wood River and PGAV Planners, LLC, for TIF AdviseMENT Services, seconded by Councilman Tweedy

Councilman Dettmers asked whether PGAV Planners, LLC, would be the firm assisting with the project.

City Manager Steve Palen and Mayor Stalcup replied in the affirmative.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2196: AUTHORIZING THE SOLE SOURCE PURCHASE OF A SMALL SOLAR SECURITY TRAILER FROM UTILITRA IN THE AMOUNT OF \$36,920.60 AND WAIVING CUSTOMARY BIDDING PROCEDURES:

Councilman Plank moved to approve a resolution authorizing the sole source purchase of a small solar security trailer from Utilitra in the amount of \$36,920.60 and waiving customary bidding procedures, as submitted by the Chief of Police, seconded by Councilman Tweedy

Councilman Dettmers stated that this item is subject to the City's bidding policy and asked if the City is asking to waive the customary bidding procedures.

City Manager Steve Palen explained that there was an existing GSA contract under which the services had been competitively bid and that the process was similar to a state bid, as the necessary competitive bidding process had already been completed.

The resolution was approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2197: AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PFUND CONSTRUCTION FOR CONSTRUCTION REPAIRS AT 5-9 E. FERGUSON AVENUE AND AT THE WAREHOUSE STRUCTURE LOCATED BEHIND 5-17 E. FERGUSON

AVENUE, WOOD RIVER, ILLINOIS 62095, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS:

Councilman Ayres moved to approve a resolution authorizing the execution of an agreement with Pfund Construction for construction repairs at 5-9 E. Ferguson Avenue and at the warehouse structure located behind 5-17 E. Ferguson Avenue, Wood River, Illinois 62095, and waiving competitive bidding requirements, seconded by Councilman Plank

Councilman Dettmers stated that, as he had discussed in an email sent earlier that day, he had concerns regarding the proposed approach of acquiring the property through the development of a lien. He explained that he had spoken with the City Manager and had hoped the City could approach the property owner about having a third party purchase the property. He noted that this approach had been attempted but rejected, resolving that concern. Councilman Dettmers stated that his remaining concern was the request to waive the bidding requirements for the work to remediate structural concerns with the properties. He noted that the City had ordinances requiring bids for services and goods and stated that exceptions to those requirements should be limited. Based on his discussions, he did not believe there was a need for immediate or urgent action to remediate the properties. Councilman Dettmers requested that the provision waiving the bidding requirement be removed. He suggested instead that contractors be asked to submit proposals outlining how they would remediate the issues and the associated costs. He stated that, rather than approving a blanket contract of up to \$150,000.00, he would be more comfortable requiring the work to be put out for bid and selecting the proposal that made the most sense for the City.

City Manager Steve Palen stated that he was not sure an amendment would be appropriate and believed the appropriate course of action would be to vote against the item.

The resolution was approved by the following vote:

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

NAYS: Dettmers (1)

RESOLUTION NO. 2198: EXECUTING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF WOOD RIVER AND BUSEY BANK FOR MARKETING IN SUPPORT OF THE WOOD RIVER RECREATION CENTER:

Councilman Tweedy moved to approve a resolution executing a Sponsorship Agreement between the City of Wood River and Busey Bank for marketing in support of the Wood River Recreation Center, as submitted by the Director of Parks and Recreation, seconded by Councilman Dettmers, and approved by the following vote:

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

NAYS: None (0)

RESOLUTION NO. 2199: AUTHORIZING THE CITY TO APPLY FOR THE OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT (OSLAD) GRANT:

Councilman Ayres moved to approve a resolution authorizing the City to apply for the Open Space Lands Acquisition and Development (OSLAD) Grant, 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)

APPROVED: REQUEST TO ACCEPT THE BID FROM PFUND CONSTRUCTION IN THE AMOUNT OF \$1,189,990.00 TO CONSTRUCT CITY CENTER PARK:

Councilman Plank moved to approve a request to accept the bid from Pfund Construction in the amount of \$1,189,990.00 to construct City Center Park, seconded by Councilman Tweedy

Councilman Dettmers asked whether the proposal was the same one that had been rejected at the previous meeting due to questions regarding the language or its interpretation. He asked whether the contract had been amended or otherwise changed since that time.

City Manager Steve Palen explained that, after the Council rejected all the bids at the previous meeting, the architect revised the bid specifications to remove the language that had caused confusion, including a couple addendums and a couple add and deletes. He stated that the revised specifications were then rebid, with no further confusion regarding the requirements, and that the current proposal was the result of the rebidding process.

It was confirmed that the project went through the process of rebidding.

Councilman Plank asked what the range of the bids had been during the previous bidding process.

City Manager Steve Palen stated it was \$1.3 million to approximately \$1.7 million and that the rebidding process resulted in savings of approximately \$110,000.

Councilman Ayres asked whether the proposed amount was still above the City's budgeted amount.

City Manager Steve Palen replied in the affirmative.

Councilman Ayres asked how the City will make up the difference.

City Manager Steve Palen explained that, after speaking with the Finance Director, the City should be able to cover the difference using the Non-Home Rule Sales Tax Fund or the CID but it will likely come from the Non-Home Rule Sales Tax Fund.

The request was approved by the following vote:

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

NAYS: None (0)

SOLICIT – EAWR HIGH SCHOOL – STUDENT COUNCIL – APPROVED:

Councilman Dettmers moved to approve a request from EAWR High School – Student Council to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, October 24, 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 – AFTER PROM COMMITTEE – APPROVED:

Councilman Plank moved to approve a request from EAWR High School – After Prom Committee to solicit at the intersection of Wood River Avenue & Penning Avenue on Saturday, August 22,

2026, from 8:00 a.m. to 4:00 p.m. in accordance with City Policy, seconded by Councilman Tweedy, and approved by the following vote:

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

NAYS: None (0)

APPROVED: CHANGING THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING TO TUESDAY, SEPTEMBER 8, 2026, DUE TO THE LABOR DAY HOLIDAY:

Councilman Tweedy moved to approve changing the next regularly scheduled City Council meeting to Tuesday, September 8, 2026, due to the Labor Day Holiday, seconded by Councilman Ayres, and approved by the following vote:

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

NAYS: None (0)

OLD BUSINESS: NONE

NEW BUSINESS: NONE

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

Mayor

City Clerk

CITY OF WOOD RIVER

COUNCIL SUMMARY REPORT

COUNCIL MEETING DATE: 09/08/2026

INVOICES DUE ON/BEFORE: 10/08/2026

DEPT CODE	DEPT	ACCT #	VENDOR	VENDOR #	DESCRIPTION	TOTAL AMOUNT DUE
1000	GENERAL REVENUES	20246	DANIELLE M. FRISSE-STANLEY	T0001454	REFUND - FTA FEE	75.00
1000	GENERAL REVENUES Total					75.00
1011	LEGISLATIVE	40791	BUDGET SIGNS TROPHIES & PLAQUE	333	WR LIBRARY TRUSTEE PLAQUES	31.50
1011	LEGISLATIVE	40796	UTILITRA	981	MONTHLY BILL - AUGUST	193.96
1011	LEGISLATIVE Total					225.46
1012	ADMINISTRATION	40519	QUILL	1015	COPY PAPER CITY HALL	58.66
1012	ADMINISTRATION	40519	UTILITRA	981	HR COMPUTER	1,723.30
1012	ADMINISTRATION	40619	SOUTHWESTERN ILLINOIS	1133	CITY CLERK DUES 2026	15.00
1012	ADMINISTRATION	40796	UTILITRA	981	MONTHLY BILL - AUGUST	577.42
1012	ADMINISTRATION Total					2,374.38
1013	FINANCE	40514	MARXAM LLC	5235	INK - POSTAGE MACHINE	266.50
1013	FINANCE	40519	QUILL	1015	COPY PAPER CITY HALL	58.65
1013	FINANCE	40519	QUILL	1015	RENEWAL - QUILL REWARD	69.99
1013	FINANCE	40519	UTILITRA	981	AFD COMPUTER	1,723.30
1013	FINANCE	40729	NEPTUNE TECHNOLOGY 2000 INC	6467	MONTHLY BILLING FOR SEPTEMBER	2,048.20
1013	FINANCE	40792	CJ SCHLOSSER & COMPANY LLC	4260	PAYROLL TAX RETURN	850.00
1013	FINANCE	40796	UTILITRA	981	MONTHLY BILL - AUGUST	715.44
1013	FINANCE	40863	GREAT AMERICA FINANCIAL SVCS.	6309	POSTAGE MACHINE LEASE	165.00
1013	FINANCE Total					5,897.08
1014	ANIMAL CONTROL	40747	MADISON COUNTY ANIMAL CARE	4730	ANIMAL PICKUPS	25.00
1014	ANIMAL CONTROL Total					25.00
1015	LEGAL	40721	LASHLY & BAER, PC	6447	LEGAL SERVICES	4,390.00
1015	LEGAL	40721	MICHAEL J. DIAZ	6393	LEGAL SERVICES	97.50
1015	LEGAL Total					4,487.50
1016	BUILDING & ZONING	40519	QUILL	1015	COPY PAPER CITY HALL	58.65
1016	BUILDING & ZONING	40792	JERROLD E THORNBURGH	6367	TRIMMER REPAIR	192.80
1016	BUILDING & ZONING	40792	MADISON COUNTY RECORDER	2579	08/25/2026 LIENS RECORDED	150.00
1016	BUILDING & ZONING	40792	UTILITRA	981	FERGUSON CAMERA	2,928.89
1016	BUILDING & ZONING	40796	UTILITRA	981	MONTHLY BILL - AUGUST	358.34
1016	BUILDING & ZONING Total					3,688.68
1017	STREET LIGHTING	40759	ELECTRICO INCORPORATED	2468	REPAIR TRAFFIC LIGHT WR AVE	376.20

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1017	STREET LIGHTING	40759	ELECTRICO INCORPORATED	2468	REPAIR TRAFFIC LIGHT 6TH ST	190.00
1017	STREET LIGHTING	40759	GRP WEGMAN COMPANY	100	SIGNAL REPAIR 6TH @ E'VILLE	255.16
1017	STREET LIGHTING	40759	GRP WEGMAN COMPANY	100	TRAFFIC SIGNAL E'VILLE 6TH	289.12
1017	STREET LIGHTING	40788	AMEREN ILLINOIS	4163	MAY AMEREN	6,884.63
1017	STREET LIGHTING	40789	AMEREN ILLINOIS	4163	MAY AMEREN	1,017.97
1017	STREET LIGHTING Total					9,013.08
1019	CITY HALL MAINTENANCE	40549	FARM & HOME SUPPLY	4732	CITY HALL LIGHTS	51.98
1019	CITY HALL MAINTENANCE	40752	ROTTLER PEST CONTROL	6376	PEST CONTROL - CITY HALL	60.00
1019	CITY HALL MAINTENANCE	40752	THE WINDOW MAN, INC	5515	WINDOW CLEANING CITY HALL	125.00
1019	CITY HALL MAINTENANCE	40783	AMEREN ILLINOIS	4163	MAY AMEREN	514.17
1019	CITY HALL MAINTENANCE	40792	CR SYSTEMS	348	CITY HALL CLEAN	1,575.00
1019	CITY HALL MAINTENANCE Total					2,326.15
1021	STREET MAINTENANCE	40529	BANNER FIRE EQUIPMENT	299	ROLLER HOSE	91.99
1021	STREET MAINTENANCE	40529	FISCHER LUMBER COMPANY	540	BOARDS	29.16
1021	STREET MAINTENANCE	40529	GATEWAY BOBCAT, LLC	2015	RETURN FILTER CREDIT	(32.03)
1021	STREET MAINTENANCE	40529	GATEWAY BOBCAT, LLC	2015	RETURN BOBCAT JOYSTICK	(545.91)
1021	STREET MAINTENANCE	40529	GATEWAY BOBCAT, LLC	2015	BOBCAT PARTS	658.98
1021	STREET MAINTENANCE	40529	GATEWAY BOBCAT, LLC	2015	FILTER	14.32
1021	STREET MAINTENANCE	40529	RUSH TRUCK CENTERS OF MISSOURI	5978	HOSE CLAMP	67.90
1021	STREET MAINTENANCE	40529	TRUCK CENTERS INCORPORATED	1553	SURGE TANK	293.26
1021	STREET MAINTENANCE	40544	ROD'S SERVICE INCORPORATED	1060	O2 AND ACETYLENE TANK RENTAL	23.88
1021	STREET MAINTENANCE	40719	D&D TIRE SERVICE LLC.	5420	BACKHOE FLAT REPAIR	85.00
1021	STREET MAINTENANCE	40719	D&D TIRE SERVICE LLC.	5420	FLAT REPAIR	45.00
1021	STREET MAINTENANCE	40719	GRP WEGMAN COMPANY	100	14TH ST. GARAGE COMPRESSOR	4,066.97
1021	STREET MAINTENANCE	40719	LUBY EQUIPMENT SERVICES	3603	ASPHALT ROLLER REPAIR	612.63
1021	STREET MAINTENANCE	40719	N GENERAL AUTO ELECTRIC	905	INSTALL NEW TRACTOR TIRES	400.00
1021	STREET MAINTENANCE	40719	RUSH TRUCK CENTERS OF MISSOURI	5978	DUMP TRUCK REPAIR	2,680.34
1021	STREET MAINTENANCE	40783	AMEREN ILLINOIS	4163	MAY AMEREN	292.68
1021	STREET MAINTENANCE	40783	CONSTELLATION NEWENERGY - GAS	5995	1 S 14TH ST GARAGE	92.32
1021	STREET MAINTENANCE	40783	CONSTELLATION NEWENERGY - GAS	5995	1 S 14TH ST - GAS	80.48
1021	STREET MAINTENANCE	40783	CONSTELLATION NEWENERGY - GAS	5995	100 ANDERSON AVE	530.97

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1021	STREET MAINTENANCE	40791	MARK STUNKEL TRUCKING INC	5551	PAVING TRUCKING	16,360.00
1021	STREET MAINTENANCE	40796	UTILITRA	981	MONTHLY BILL - AUGUST	70.88
1021	STREET MAINTENANCE Total					25,918.82
1024	PARKS AND RECREATION	40304	REIS SERVICES INC.	4255	6TH ST CONCESSION	201.00
1024	PARKS AND RECREATION	40305	LOWE'S COMPANIES INCORPORATED	1336	VET. MEMORIAL REPAIR	154.46
1024	PARKS AND RECREATION	40308	TOM EBERLIN	2732	06/16/26-08/15/26 PAYROLL	200.00
1024	PARKS AND RECREATION	40659	SIPRA MEMBERSHIP	1110	SIPRA DUES	45.00
1024	PARKS AND RECREATION	40783	AMEREN ILLINOIS	4163	MAY AMEREN	2,212.19
1024	PARKS AND RECREATION	40783	CONSTELLATION NEWENERGY - GAS	5995	633 N WOOD RIVER	83.12
1024	PARKS AND RECREATION	40783	CONSTELLATION NEWENERGY - GAS	5995	1 S 4TH ST	79.22
1024	PARKS AND RECREATION	40792	ROTTLER PEST CONTROL	6376	PEST CONTROL WEST END PARK	50.00
1024	PARKS AND RECREATION	40792	ROTTLER PEST CONTROL	6376	PEST CONTROL 6TH ST	50.00
1024	PARKS AND RECREATION Total					3,074.99
1025	PARK MAINTENANCE	40521	MEDFORD OIL COMPANY	5713	MOWER FUEL	1,084.97
1025	PARK MAINTENANCE	40529	ERB EQUIPMENT COMPANY OF IL	511	MOWER PAINT/ BLADE ELIMINATOR	136.96
1025	PARK MAINTENANCE	40529	FARM & HOME SUPPLY	4732	WEED EATER STRING	93.99
1025	PARK MAINTENANCE	40529	FARM & HOME SUPPLY	4732	TANK BRASS FITTING SUPPLIES	38.76
1025	PARK MAINTENANCE	40529	FARM & HOME SUPPLY	4732	TIRE REPAIR	31.44
1025	PARK MAINTENANCE	40529	LOWE'S COMPANIES INCORPORATED	1336	DRILL BITS	33.23
1025	PARK MAINTENANCE	40529	O'REILLY AUTO PARTS	5192	TRUCK MAINTENANCE	37.47
1025	PARK MAINTENANCE	40529	O'REILLY AUTO PARTS	5192	LONGBED TRUCK MAINTENANCE	71.64
1025	PARK MAINTENANCE	40529	O'REILLY AUTO PARTS	5192	LONGBED FUEL PUMP	235.59
1025	PARK MAINTENANCE	40529	SLOAN IMPLEMENT CO. INC.	5144	JOHN DEERE BELT	89.30
1025	PARK MAINTENANCE	40539	LOWE'S COMPANIES INCORPORATED	1336	RENT CAPS	37.94
1025	PARK MAINTENANCE	40541	CR SYSTEMS	348	CLEANING SUPPLIES	72.90
1025	PARK MAINTENANCE	40541	FARM & HOME SUPPLY	4732	HAND SANITIZER	3.18
1025	PARK MAINTENANCE	40561	ERB EQUIPMENT COMPANY OF IL	511	JOHN DEERE SPRAYER REPAIR	2,998.17
1025	PARK MAINTENANCE	40561	FARM & HOME SUPPLY	4732	WEED KILLER	1,199.98
1025	PARK MAINTENANCE	40561	LOWE'S COMPANIES INCORPORATED	1336	PROPANE TANK RETURN	(65.53)
1025	PARK MAINTENANCE	40561	LOWE'S COMPANIES INCORPORATED	1336	WEED BURNER/TANK	120.61
1025	PARK MAINTENANCE	40561	LOWE'S COMPANIES INCORPORATED	1336	PROPANE TANK FOR TORCH	21.83

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1025	PARK MAINTENANCE	40569	MADISON COUNTY SWCD	3985	CATFISH - BELK LAKE	500.00
1025	PARK MAINTENANCE	40589	LOWE'S COMPANIES INCORPORATED	1336	WATER TANK/MOWER GUARD/TOOLS	40.85
1025	PARK MAINTENANCE	40594	FARM & HOME SUPPLY	4732	RAIN COAT	80.00
1025	PARK MAINTENANCE	40719	D&D TIRE SERVICE LLC.	5420	FLAT REPAIR	45.00
1025	PARK MAINTENANCE	40719	D&D TIRE SERVICE LLC.	5420	TRAILER FLAT REPAIR	203.00
1025	PARK MAINTENANCE	40783	AMEREN ILLINOIS	4163	MAY AMEREN	91.26
1025	PARK MAINTENANCE	40783	CONSTELLATION NEWENERGY - GAS	5995	312 LINTON ST	110.21
1025	PARK MAINTENANCE Total					7,312.75
1026	DISASTER PREP	40783	AMEREN ILLINOIS	4163	MAY AMEREN	244.65
1026	DISASTER PREP Total					244.65
1027	POLICE	40300	RAY O'HERRON COMPANY	946	NEW DUTY FIREARMS	3,908.95
1027	POLICE	40499	TRANS UNION LLC	5854	CREDIT CHECK	39.79
1027	POLICE	40521	JOEL WOODRUFF	6510	REIMBURSE FUEL	54.30
1027	POLICE	40527	DATA TRONICS INCORPORATED	443	RADIO EARPICES	240.00
1027	POLICE	40527	RAY O'HERRON COMPANY	946	NEW DUTY FIREARMS	5,792.00
1027	POLICE	40591	KIESLER'S POLICE SUPPLY, INC.	5149	FOF MARKING ROUNDS	882.15
1027	POLICE	40594	RAY O'HERRON COMPANY	946	SAMPLE HATS	41.55
1027	POLICE	40594	RAY O'HERRON COMPANY	946	DUTY BELT FOR 177	167.14
1027	POLICE	40594	RAY O'HERRON COMPANY	946	SHIRTS AND PANTS FOR 169	639.73
1027	POLICE	40599	BUDGET SIGNS TROPHIES & PLAQUE	333	RETIRED ID CARDS	40.00
1027	POLICE	40619	MAJOR CASE SQUAD	1334	AGENCY FEE 2026	250.00
1027	POLICE	40719	PRO AUTOMOTIVE SERVICES	1002	OIL AND FILTER CHANGE	90.60
1027	POLICE	40742	ROYAL PRINTING	6301	#10 ENVELOPES	180.00
1027	POLICE	40751	WILLIAMS OFFICE PRODUCTS	130	SERVICE SGT PRINTER	95.00
1027	POLICE	40754	ROTTLER PEST CONTROL	6376	PEST CONTROL- PD	80.00
1027	POLICE	40783	AMEREN ILLINOIS	4163	MAY AMEREN	83.81
1027	POLICE	40783	CONSTELLATION NEW ENERGY, INC	5709	550 E MADISON	429.40
1027	POLICE	40792	PIASA CLEANERS	6040	DRY CLEANING AND LAUNDRY	120.00
1027	POLICE	40792	TRANSUNION RISK & ALTERNATIVE	5206	JULY 2026	184.00
1027	POLICE	40796	UTILITRA	981	MONTHLY BILL - AUGUST	4,680.15
1027	POLICE	40796	UTILITRA	981	GENETEC ACS MIGRATION	3,868.38

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DEPT CODE	DEPT	ACCT #	VENDOR	VENDOR #	DESCRIPTION	TOTAL AMOUNT DUE
1027	POLICE Total					21,866.95
1028	FIRE	40519	BUDGET SIGNS TROPHIES & PLAQUE	333	ROSENBAUER PUMPER PLAQUE	665.49
1028	FIRE	40589	BANNER FIRE EQUIPMENT	299	HOSE FOR AIR BAGS	141.05
1028	FIRE	40594	SENTINEL EMERGENCY SOLUTIONS	1518	BADGES	304.00
1028	FIRE	40679	GODFREY FIREFIGHTERS	6560	BUILDING COMP. CLASS (6)	120.00
1028	FIRE	40719	SENTINEL EMERGENCY SOLUTIONS	1518	PUMP WORK ON 4217	1,028.73
1028	FIRE	40783	AMEREN ILLINOIS	4163	MAY AMEREN	677.87
1028	FIRE	40792	GRP WEGMAN COMPANY	100	CERTIFY BACKFLOW DEVICES	346.69
1028	FIRE	40792	PENGUIN MANAGEMENT, INC	5166	INFRASTRUCTURE MAINTENANCE	582.00
1028	FIRE	40792	SHRED-IT USA	5583	SHRED SERVICES	170.47
1028	FIRE	40796	UTILITRA	981	MONTHLY BILL - AUGUST	985.29
1028	FIRE	40929	FISCHER LUMBER COMPANY	540	LUMBER RESCUE TRAILER STORAGE	348.37
1028	FIRE	40929	PETTUS FORD FREDERICKTOWN	6556	F550	45,305.00
1028	FIRE Total					50,674.96
1040	POLICE COMMUNICATIONS	40594	DAWN DEVENING	6464	SEW PATCHES ON SHIRTS	56.00
1040	POLICE COMMUNICATIONS	40594	RAY O'HERRON COMPANY	946	PULLOVER	82.40
1040	POLICE COMMUNICATIONS	40599	BUDGET SIGNS TROPHIES & PLAQUE	333	LOCKER MAGNETS	10.00
1040	POLICE COMMUNICATIONS	40751	FIRST CITIZENS BANK & TRUST	6320	COPIER LEASE	203.50
1040	POLICE COMMUNICATIONS	40783	CONSTELLATION NEWENERGY - GAS	5995	24 S WOOD RIVER	207.98
1040	POLICE COMMUNICATIONS Total					559.88
2100	MFT	40554	COMMUNITY SEED & FEED COMPANY	3490	TOPSOIL/EROSION CONTROL	135.00
2100	MFT	40554	KIENSTRA - ILLINOIS	4140	FLOW FILL EATON AND TIPTON	676.00
2100	MFT	40554	NEW FRONTIER MATERIALS LLC	6110	SAND AND CA06 ROCK	1,253.48
2100	MFT	40554	NEW FRONTIER MATERIALS LLC	6110	AGGREGATE KENDALL LIFT STATION	190.19
2100	MFT	40554	NEW FRONTIER MATERIALS LLC	6110	SAND	1,390.96
2100	MFT	40556	WARNING LITES OF SOUTHERN IL	5291	BUS STOP SIGN	109.38
2100	MFT	40556	WARNING LITES OF SOUTHERN IL	5291	STOP SIGN	42.75
2100	MFT	40560	MAHONEY ASPHALT, LLC	816	ASPHALT	54,564.00
2100	MFT	40560	MAHONEY ASPHALT, LLC	816	ASPHALT	26,793.60
2100	MFT	40703	SHEPPARD MORGAN & SCHWAAB	1099	WR AVE CONSTRUCT ENGINEERING	14,332.36
2100	MFT	40703	SHEPPARD MORGAN & SCHWAAB	1099	WR AVE. CONSTRUCTION ENG.	22,271.53

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2100	MFT	40704	SHEPPARD MORGAN & SCHWAAB	1099	E'VILLE RD. PRELIM. ENG.	19,266.47
2100	MFT	40704	SHEPPARD MORGAN & SCHWAAB	1099	EDWARDSVILLE RD. ENG.	1,607.72
2100	MFT Total					142,633.44
2300	INSURANCE	40821	ANEW PERSPECTIVE, INC.	6470	COUNSELING SERVICES	25.00
2300	INSURANCE	40840	IPBC	6058	SEPTEMBER 2026 INSURANCE	50.85
2300	INSURANCE	40844	IPBC	6058	SEPTEMBER 2026 INSURANCE	167.32
2300	INSURANCE	40845	IPBC	6058	SEPTEMBER 2026 INSURANCE	156,676.18
2300	INSURANCE	40846	IPBC	6058	SEPTEMBER 2026 INSURANCE	5,943.83
2300	INSURANCE	40850	IPBC	6058	SEPTEMBER 2026 INSURANCE	491.78
2300	INSURANCE	40851	IPBC	6058	SEPTEMBER 2026 INSURANCE	(8,333.00)
2300	INSURANCE	40852	IPBC	6058	SEPTEMBER 2026 INSURANCE	705.37
2300	INSURANCE Total					155,727.33
2500	LIBRARY	40783	AMEREN ILLINOIS	4163	MAY AMEREN	165.89
2500	LIBRARY	40783	CONSTELLATION NEW ENERGY, INC	5709	326 E FERGUSON	(70.45)
2500	LIBRARY	40783	CONSTELLATION NEWENERGY - GAS	5995	326 E FERGUSON	100.84
2500	LIBRARY Total					196.28
3000	PUBLIC SERVICES ADMIN	40752	CR SYSTEMS	348	PW CLEANING	325.00
3000	PUBLIC SERVICES ADMIN	40796	UTILITRA	981	MONTHLY BILL - AUGUST	284.51
3000	PUBLIC SERVICES ADMIN Total					609.51
3031	WATER DISTRIBUTION	40531	SCHULTE SUPPLY INCORPORATED	1084	CORP STOP, SADDLE, GLUE	319.37
3031	WATER DISTRIBUTION	40531	SCHULTE SUPPLY INCORPORATED	1084	TUBING TO REPAIR IRRIGATION	120.50
3031	WATER DISTRIBUTION	40531	SCHULTE SUPPLY INCORPORATED	1084	ELBOW AND COUPLING	124.75
3031	WATER DISTRIBUTION	40531	SCHULTE SUPPLY INCORPORATED	1084	PVC PIPE AND COUPLING	257.02
3031	WATER DISTRIBUTION	40542	SCHULTE SUPPLY INCORPORATED	1084	BLUE MARKING PAINT	67.98
3031	WATER DISTRIBUTION	40581	CORE & MAIN LP	2600	METERS AND RADIOS	2,227.28
3031	WATER DISTRIBUTION	40589	CORE & MAIN LP	2600	VALVE EXERCISER HYDRANT BUDDY	5,000.00
3031	WATER DISTRIBUTION	40719	D&D TIRE SERVICE LLC.	5420	FLAT REPAIR	45.00
3031	WATER DISTRIBUTION	40779	TEKLAB INCORPORATED	3506	WATER ANALYSIS	437.35
3031	WATER DISTRIBUTION	40783	AMEREN ILLINOIS	4163	MAY AMEREN	596.95
3031	WATER DISTRIBUTION	40783	CONSTELLATION NEWENERGY - GAS	5995	100 ANDERSON AVE	530.97
3031	WATER DISTRIBUTION	40796	UTILITRA	981	MONTHLY BILL - AUGUST	70.88

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3031	WATER DISTRIBUTION	40799	KAMADULSKI EXCAVATION	3680	HYDRANT MOVE 1ST @ FERGUSON	750.00
3031	WATER DISTRIBUTION	40916	KAMADULSKI EXCAVATION	3680	ED. RD. WATER MAIN	30,772.00
3031	WATER DISTRIBUTION	40916	SHEPPARD MORGAN & SCHWAAB	1099	E'VILLE RD. WATER LINE	13,030.91
3031	WATER DISTRIBUTION Total					54,350.96
3032	WATER PLANT	40529	GRP WEGMAN COMPANY	100	WATER PLANT COMPRESSOR PARTS	3,395.00
3032	WATER PLANT	40529	HYDRO KINETICS	4122	REPLACEMENT PANEL	317.00
3032	WATER PLANT	40553	MISSISSIPPI LIME COMPANY	873	PEBBLE QUICKLIME	7,829.55
3032	WATER PLANT	40555	WATER SOLUTIONS UNLIMITED	99	CHLORINE	3,059.40
3032	WATER PLANT	40599	SMARTBILL	5998	IEPA NOTICE- MAILING	2,997.74
3032	WATER PLANT	40719	BARCOM SECURITY	5861	TROUBleshoot WATER PLANT ALARM	438.00
3032	WATER PLANT	40719	BICKLE ELECTRIC	5905	A/C REPAIR	146.45
3032	WATER PLANT	40719	HYDRO KINETICS	4122	UPGRADE & REPAIR SCADA SYSTEM	4,470.00
3032	WATER PLANT	40719	SUPERIOR ELEVATOR INSPECTIONS	4115	ELEVATOR SAFETY INSPECTION	350.00
3032	WATER PLANT	40783	AMEREN ILLINOIS	4163	MAY AMEREN	2,559.27
3032	WATER PLANT	40783	CONSTELLATION NEWENERGY - GAS	5995	54 WALCOTT	124.46
3032	WATER PLANT	40796	UTILITRA	981	MONTHLY BILL - AUGUST	70.88
3032	WATER PLANT	40798	MISSISSIPPI LIME COMPANY	873	QUICKLIME DELIVERY	1,237.68
3032	WATER PLANT	40798	WATER SOLUTIONS UNLIMITED	99	DELIVERY	85.00
3032	WATER PLANT Total					27,080.43
4041	SEWER COLLECTIONS	40529	N GENERAL AUTO ELECTRIC	905	MOWER BLADES	71.82
4041	SEWER COLLECTIONS	40531	FISCHER LUMBER COMPANY	540	MORTAR	14.97
4041	SEWER COLLECTIONS	40538	FISCHER LUMBER COMPANY	540	CONCRETE	390.30
4041	SEWER COLLECTIONS	40542	LOWE'S COMPANIES INCORPORATED	1336	PAINT	275.28
4041	SEWER COLLECTIONS	40599	LOWE'S COMPANIES INCORPORATED	1336	SHELVES	132.96
4041	SEWER COLLECTIONS	40719	BICKLE ELECTRIC	5905	6TH ST. A/C REPAIR	490.00
4041	SEWER COLLECTIONS	40783	AMEREN ILLINOIS	4163	MAY AMEREN	4,931.79
4041	SEWER COLLECTIONS	40783	CONSTELLATION NEWENERGY - GAS	5995	100 ANDERSON AVE	530.97
4041	SEWER COLLECTIONS	40783	CONSTELLATION NEWENERGY - GAS	5995	1494 E EDWARDSVILLE	456.06
4041	SEWER COLLECTIONS	40783	CONSTELLATION NEWENERGY - GAS	5995	ENVIROTECH PARK	501.18
4041	SEWER COLLECTIONS	40792	KAMADULSKI EXCAVATION	3680	KH LIFT STATION REPAIR	13,588.01
4041	SEWER COLLECTIONS Total					21,383.34

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COUNCIL MEETING DATE: 09/08/2026
INVOICES DUE ON/BEFORE: 10/08/2026

DEPT CODE	DEPT	ACCT #	VENDOR	VENDOR #	DESCRIPTION	TOTAL AMOUNT DUE
4042	SEWER PLANT	40783	AMEREN ILLINOIS	4163	MAY AMEREN	8,062.38
4042	SEWER PLANT	40783	CONSTELLATION NEW ENERGY, INC	5709	559 STATE AID RD	7,315.03
4042	SEWER PLANT	40783	CONSTELLATION NEWENERGY - GAS	5995	559 STATE AID RD	80.96
4042	SEWER PLANT Total					15,458.37
4949	REFUSE	40775	SHEPPARD MORGAN & SCHWAAB	1099	NEW COMPOST FACILITY WORK	5,467.00
4949	REFUSE	40778	REPUBLIC SERVICES #350	5406	AUGUST 2026 - COMPOST	1,099.12
4949	REFUSE	40791	REPUBLIC SERVICES #350	5406	AUGUST 2026 - CITY	65,684.38
4949	REFUSE Total					72,250.50
5051	GOLF MAINTENANCE	40792	CLOVERLEAF	4731	SEPT 2026 MAINT	38,070.84
5051	GOLF MAINTENANCE	40792	TORO NSN	4261	IRRIGATION INSURANCE POLICY	5,170.00
5051	GOLF MAINTENANCE Total					43,240.84
5052	GOLF CLUBHOUSE	40521	MEDFORD OIL COMPANY	5713	FUEL CARTS	1,032.68
5052	GOLF CLUBHOUSE	40579	ACUSHNET CO	5430	GOLF BALLS FOR RESALE	1,220.98
5052	GOLF CLUBHOUSE	40579	ACUSHNET CO	5430	ITEMS FOR RESALE	2,132.45
5052	GOLF CLUBHOUSE	40579	TOUR GUIDE GOLF	3700	SUNGLASSES FOR RESALE	327.61
5052	GOLF CLUBHOUSE	40752	CLEAN UNIFORM COMPANY	6204	TOWEL AND RUG SERVICE	262.31
5052	GOLF CLUBHOUSE	40758	TNT GOLF CAR & MOTORSPORTS	5794	GOLF CART REPAIRS	2,224.98
5052	GOLF CLUBHOUSE	40783	AMEREN ILLINOIS	4163	MAY AMEREN	1,876.21
5052	GOLF CLUBHOUSE	40783	CONSTELLATION NEW ENERGY, INC	5709	BELK PARK	281.22
5052	GOLF CLUBHOUSE	40792	ROTTLER PEST CONTROL	6376	PEST CONTROL CLUBHOUSE	70.00
5052	GOLF CLUBHOUSE Total					9,428.44
5053	GOLF CONCESSIONS	40571	REIS SERVICES INC.	4255	HOT DOGS RESALE	764.00
5053	GOLF CONCESSIONS	40572	CR SYSTEMS	348	FOAM CUPS & LIDS	319.90
5053	GOLF CONCESSIONS	40574	DONNEWALD DISTRIBUTING CO.	5487	ALCOHOL	3,120.10
5053	GOLF CONCESSIONS	40574	ROBERT CHICK FRITZ	5496	ALCOHOL	223.20
5053	GOLF CONCESSIONS Total					4,427.20
8100	TIF #3	40913	DAKTER HOLDINGS, LLC	6364	1 E FERGUSON PYMT 3	40,000.00
8100	TIF #3	40940	CROWN AUTO PROPERTIES II, LLC	6558	59/61 FERGUSON PYMT 1	40,416.67
8100	TIF #3 Total					80,416.67
8900	NHR SALES TAX	40910	GRAY DESIGN GROUP OF ILLINOIS,	6524	CITY CENTER ENGINEER	1,374.19
8900	NHR SALES TAX Total					1,374.19

CITY OF WOOD RIVER
COUNCIL SUMMARY REPORT
COUNCIL MEETING DATE: 09/08/2026
INVOICES DUE ON/BEFORE: 10/08/2026

DEPT CODE	DEPT	ACCT #	VENDOR	VENDOR #	DESCRIPTION	TOTAL AMOUNT DUE
9000	RECREATION CENTER	40313	KYLEN JENNA JOHNSON	6392	8/16/26-8/29/26 PAYROLL	50.00
9000	RECREATION CENTER	40313	SARAH BALDWIN	6550	8/16/26-8/29/26 PAYROLL	75.00
9000	RECREATION CENTER	40315	SCHWARTZKOPF PRINTING INC	1087	PICKLEBALL SHIRTS	32.05
9000	RECREATION CENTER	40749	BUDGET SIGNS TROPHIES & PLAQUE	333	ALTON TREE SERVICE REC BANNER	110.00
9000	RECREATION CENTER	40783	CONSTELLATION NEW ENERGY, INC	5709	670 N WOOD RIVER	7,531.54
9000	RECREATION CENTER	40792	DA-COM DIGITAL OFFICE	3475	COPIER LEASE	149.59
9000	RECREATION CENTER	40792	DA-COM DIGITAL OFFICE	3475	FREIGHT ON INK	10.00
9000	RECREATION CENTER	40792	GRP WEGMAN COMPANY	100	BACKFLOW TESTING REC CENTER	329.25
9000	RECREATION CENTER	40796	UTILITRA	981	MONTHLY BILL - AUGUST	679.92
9000	RECREATION CENTER Total					8,967.35
Grand Total						775,310.18

ORDINANCE NO:

ORDINANCE AMENDING CITY CODE, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, ARTICLE 4 –REGULATIONS FOR SPECIFIC DISTRICTS, AMENDING SECTION 4-11 – COMMUNITY BUSINESS DISTRICT -B-2, SECTION 4-12 – HIGHWAY BUSINESS DISTRICT – B-3, SECTION 4-14 – INDUSTRIAL DISTRICT – I AND ARTICLE 7 – SUPPLEMENTARY USE RESTRICTIONS, SECTION 7-15 – AUTO REPAIR/SERVICE STATION, AUTO BODY SHOPS, TOWING/ RECOVERY BUSINESS

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 4 – REGULATION FOR SPECIFIC DISTRICTS

4-11.3 **SPECIAL USES**

AUTO BODY SHOPS

AUTO REPAIR/SERVICE STATIONS

TOWING/RECOVERY BUSINESS

CHURCHES and other places of formal worship

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

4-12.3 **SPECIAL USES**

AUTO BODY SHOPS

AUTO REPAIR/SERVICE STATIONS

TOWING/RECOVERY BUSINESS

CHURCHES and other places of formal worship

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

PAYDAY LOAN STORES (Ord 07-07)

4-14.3 **SPECIAL USES**

AUTO BODY SHOPS

AUTO REPAIR/SERVICE STATIONS

TOWING/RECOVERY BUSINESS

BOATING FACILITY

CAMPGROUND COMMERCIAL ESTABLISHMENTS specializing in temporary food service

SWIMMING AREA

ARTICLE 7 – SUPPLEMENTARY USE RESTRICTIONS

Section 7-15 – AUTO REPAIR/SERVICE STATIONS, AUTO BODY SHOPS, TOWING/ RECOVERY SERVICE STATIONS

This section is to clarify the distinction between automobile repair and service station and automobile body shops.

7-15.1 Auto Repair/Service Stations:

Establishments which sell and install the parts needed to make minor repairs to automobiles, as defined below, will be considered an auto repair/service station. Such establishments are permitted only as a Special Use in the B-2, B-3, and I districts. Generally these stations contain the equipment to make the needed repairs in an enclosed facility. Repairs and services permitted by these establishments are limited to general maintenance and repairs such as:

Minor automotive repairs

- A) Servicing of spark plugs, batteries, and distributor parts
- B) Tire servicing and repairs
- C) Replacement and repairs of exhaust systems, hoses, belts, brakes, electric systems, wipers and wiper fluid, grease retainers, bearings and the like
- D) Radiator cleaning and flushing
- E) Repair or replacement of the fuel pump, oil pump and lines
- F) Minor motor adjustment not involving the removal of the head or crankcase or racing the motor.

Any repairs or maintenance which is similar to those listed above, or is considered to be part of the regular and routine maintenance of a car are permitted. Activities that are prohibited by auto repair/service stations are: trailer renting and leasing, auto body repair, undercoating, painting, dismantling of autos, engine rebuilding and other such activities.

7-15.2 Auto Body Shops:

Establishments which engage in auto body repair, rebuilding of engines, and other items considered major repairs, as defined below, are permitted only as a Special Use in the B-3 and I districts. Any repairs made in such establishment shall be done in an enclosed building whose doors shall be kept shut during all work hours. Such building shall be located at least forty feet from the nearest property line with the doors not to face any residentially zoned lot. Repairs permitted by these establishments include the following:

Major automobile repairs

- A) Body, fender, clutch, transmission, differential, axle, spring and frame repairs

- B) Sanding and spray painting
- C) Major overhauling of engines requiring the removal of the cylinder-head or crankcase pan.

7-15.3 Vehicle Towing and Recovery Businesses

Definition: Vehicle Towing and Recovery Business: A business engaged in towing, recovery, transportation, storage, or impoundment of disabled, abandoned, illegally parked, repossessed, or wrecked motor vehicles. This definition includes any associated office, dispatch operation, outdoor storage area, impound lot, or vehicle holding yard. Vehicle Towing and Recovery Businesses shall be permitted only as a Special Use within the Industrial (I) Zoning District and shall not be permitted in any other zoning district. Approval of a Special Use Permit shall be subject to the procedures and standards established elsewhere in this Code, together with the following minimum requirements:

- All vehicle storage and impound areas shall be enclosed by an opaque fence not less than eight (8) feet in height.
- Outdoor storage of damaged, abandoned, impounded, or inoperable vehicles shall not be located within any required setback.
- The site shall provide sufficient off-street parking and maneuvering areas to prevent tow trucks or stored vehicles from occupying or obstructing any public street or alley.
- All exterior lighting shall be directed downward and shielded to prevent glare onto adjacent properties or public rights-of-way.
- Hours of public business operations may be limited by the Special Use Permit where necessary to protect surrounding properties; however, emergency towing operations may continue at all hours.
- Any repair work conducted on-site shall comply with all applicable zoning regulations governing vehicle repair facilities.
- Shall comply with Illinois tow lot and vehicle relocation rules governed primarily by the Illinois Vehicle Code and the Commercial Safety Towing Law , which set strict requirements for vehicle impoundment, notification, and storage charges.

7-15.4 Parking Requirements:

All auto repair/service stations and auto body shops shall comply with these parking requirements.

A) There shall be no parking of damaged motor vehicles where they are visible from the public right-of-way except on a temporary basis not to exceed seven days. All new parts, scrap parts, and junk vehicles shall not be kept on the exterior of the establishment unless in a heavily screened area. No establishment shall have more than three junk vehicles on its premises.

B) Off-street parking shall be provided on the site at a ratio of one parking space for each three-thousand square feet of floor area plus employee parking.

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 September 8, 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 8th day of September 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, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, ARTICLE 2 – DEFINITIONS, SECTION 2-2 – SELECTED DEINITIONS AND ARTICLE 4 –REGULATIONS FOR SPECIFIC DISTRICTS, AMENDING SECTION 4-10 – NEIGHBORHOOD BUSINESS DISTRICT -B-1 SECTION 4-11 – COMMUNITY BUSINESS DISTRICT -B-2, SECTION 4-12 – HIGHWAY BUSINESS DISTRICT – B-3, AND ARTICLE 7 – SUPPLEMENTARY USE ADDING SECTION 7-25 - PORTABLE STORAGE BUILDING SALES

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 2 – DEFINITIONS

2-2 – **SELECTED DEFINITIONS**

Portable Storage Building Sales business: any establishment engaged in the retail sale, display, lease, or distribution of prefabricated portable storage buildings, storage sheds, garages, gazebos, playhouses, or similar accessory structures intended for off-site installation. The term includes any outdoor display or storage area associated with such business.

ARTICLE 4 – REGULATION FOR SPECIFIC DISTRICTS

4-10.3 **SPECIAL USES**

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.

CLUBS, lodges, public meeting halls, theaters and similar places of assembly or recreation

COMMERCIAL ESTABLISHMENTS that generate a high volume of customers, such as a convenience store, or have characteristics that could substantially disrupt the surrounding area

HEALTH CARE/SERVICE ESTABLISHMENTS

PORTABLE STORAGE BUILDING SALES BUSINESS

TAVERN/LOUNG

4-11.3 **SPECIAL USES**

AUTO BODY SHOPS

AUTO REPAIR/SERVICE STATIONS

CHURCHES and other places of formal worship

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

PORTABLE STORAGE BUILDING SALES BUSINESS

4-12.3 **SPECIAL USES**
AUTO BODY SHOPS

AUTO REPAIR/SERVICE STATIONS

CHURCHES and other places of formal worship

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

PAYDAY LOAN STORES (Ord 07-07)

PORTABLE STORAGE BUILDING SALES BUSINESS

ARTICLE 7 – SUPPLEMENTARY USE RESTRICTIONS

Section 7-25 – PORTABLE STORAGE BUILDING SALES

A Portable Storage Building Sales business shall be permitted only upon approval of a Special Use Permit in the City's Commercial Zoning Districts (B-1, B-2, and B-3) and shall not be permitted as a permitted use in any commercial zoning district. Portable Storage Building Sales business means any establishment engaged in the retail sale, display, lease, or distribution of prefabricated portable storage buildings, storage sheds, garages, gazebos, playhouses, or similar accessory structures intended for off-site installation. The term includes any outdoor display or storage area associated with such business.

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 September 8, 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 8th day of September 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, TITLE XV – LAND USAGE, CHAPTER 155 – ZONING CODE, ARTICLE 2 –DEFINITIONS, AMENDING SECTION 2-2 – SELECTED DEFINITIONS AND ARTICLE 4 – REGULATIONS FOR SPECIFIC DISTRICTS, AMENDING SECTION 4-14 – INDUSTRIAL DISTRICT – I

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 2 – DEFINITIONS

2-2 SELECTED DEFINITIONS

Transitional Living Facility/Facilities: shall mean any dwelling house containing two (2) or more unrelated individuals, referred by government agency, court, of social services program, for the care and/or treatment of individuals by certified staff members trained in the medical field. Transitional Living Facilities shall maintain at all times one (1) full time, properly certified staff member for every two (2) residents. Transitional Living Facilities shall be transient, not permitting residents to maintain at the facility for more than (14) days at a single time.

ARTICLE 4 – REGULATION FOR SPECIFIC DISTRICTS

4-14.7 SPECIAL USES

TRANSITIONAL LIVING FACILITY

Special Use Applications shall be reviewed based on the following:

- a. Parking and traffic impact
- b. Hours of operation and noise
- c. Compatibility with adjacent uses
- d. Building code and fire code compliance
- e. Adequate off-street loading
- f. Compliance with City of Wood River Building Code and Zoning Ordinances

4-14.7(A) Restrictions of Transitional Living Facilities

- (a) No transitional living facility shall have its sole means of egress pass through any nonresidential occupancy in the same building;
- (b) All transitional living facilities shall be protected by an automatic sprinkler system;
- (c) Every sleeping room and living area shall have access to primary and secondary means of escape;
- (d) Interior stairways shall be enclosed by fire barriers having a minimum ½ hour fire resistance rating, with all openings protected with smoke-actuated automatic-closing or self-closing doors having a fire resistance comparable to that required for the enclosure;
- (e) Doors, other than bathroom doors, shall be no less than 28 in.;
- (f) Bathroom doors shall be no less than 24 in.;
- (g) Every closet door latch shall be such that it can be readily opened from the inside in case of emergency;
- (h) Every bathroom door shall be designed to allow opening from outside during emergency when locked;
- (i) No door in any means of escape shall be locked against egress when the building is occupied;

- (j) Interior finishings shall comply with Section 26.3.3.1 – 26.3.3.3 of the Illinois Life Safety Code;
- (k) Transitional living facilities shall be equipped with a fire alarm system;
- (l) Transitional living facilities shall have visible signals for hearing impaired if facility has more than five (5) rooms;
- (m) Transitional living facilities shall have a house electric-powered smoke alarm system;
- (n) Transitional living facilities shall be equipped with carbon monoxide alarms;
- (o) All sleeping rooms shall be separated from escape route corridors by smoke partitions;
- (p) Transfer grilles shall be prohibited in corridor walls;
- (q) Doors shall be provided with latches or other mechanisms for keeping the doors closed;
- (r) Furnishings or decorations of an explosive or highly flammable character are prohibited;
- (s) Fire-retardent coatings shall be maintained to retain the effectiveness of the treatment under services and conditions encountered in actual use;
- (t) Emergency lighting shall be provided;
- (u) Transitional living facilities shall comply with Chapter 26 of the Illinois Life Safety Code;
- (v) Transitional living facilities shall keep records of all individuals staying within their facility, including the following:
 - a. Copy of the individual's driver's license (if applicable);
 - b. A permanent address of the individual
 - c. An In Case of Emergency contact for each individual;
 - i. Every Transitional Living Facility shall remit a current list of all individuals residing at the Transitional Living Facility.
 - ii. Every Transitional Living Facility shall report any changes to the list of residents to the City including, but not limited to, the beginning on a new residential stay, the termination of a residential stay, the completion of a residential stay, and/or any residents that become missing during their stay.
- (w) Upon the termination of the duration of stay for individuals, the transitional living facility shall provide transport for residents to their permanent address;
- (x) Transitional living facilities shall maintain a full-time staff member responsible for security of the building and its residents;
- (y) Transitional living facilities shall not permit residents to leave the facility after the hours of 8:00pm, unless for emergency circumstances;
- (z) Quiet hours for a transitional living facility shall be from 8:00pm to 7:00am
- (aa) No more than one (1) Transitional Living Facility or group living arrangement housing more than four (4) unrelated persons shall be located within 1,000 feet of another such facility, as measured property line to property line

- (bb) Transitional Living Facilities shall be equipped with a security system including, security cameras to be monitored 24 hours, automatic locking doors, and restricted ingress and egress
- (cc) Transitional Living Facilities shall submit an occupancy permit for each individual residing within the Transitional Living Facility, along with all fees required under City Code of Ordinances

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 September 8, 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 8th day of September 2026, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

ORDINANCE NO.**ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT WITH NAOMI EVANS AND LAMAR CODY FOR THE PURCHASE OF 41 W. FERGUSON AVE., WOOD RIVER, ILLINOIS 62095**

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

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

WHEREAS, City intends to purchase real estate from Naomi Evans and Lamar Cody for \$13,500.00 41 W. Ferguson Ave., Wood River, IL 62095; (*see Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the real estate for the public purposes of establishing a sidewalk. (*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the real state and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**; and

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

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the real estate pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

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

Passed by the City Council and approved by the Mayor of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 8th day of September 2026, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River,
Madison County, Illinois

ATTEST:

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

REAL ESTATE SALES CONTRACT

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

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

- I.** **Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number: 19-2-08-28-08-204-023**, known as **41 W. Ferguson Ave., Wood River, Illinois 62095** and more particularly described in the attached **Exhibit A** (the "Property").
- II.** **Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **Thirteen Thousand, Five Hundred Dollars and no cents (\$13,500.00)**, which shall be paid as follows:

 - a.** **Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.
- III.** **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:

 - a.** **Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.
 - b.** **Release of Encumbrances.** Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely

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

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

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

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

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

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

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

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

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

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

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

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

VII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by Seller and Purchaser, or after all Contingencies are waived or cured ("Closing Date").
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
 - 1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 - 2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.

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

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

If to Purchaser: NAOMI EVANS and LAMAR CODY
 1805 4th Street
 Madison, IL 62060

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

IX. Additional Covenants.

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

X. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY

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

XI. Litigation.

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

XII. Defaults and Remedies

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive

remedy, may: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

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

XIII. Miscellaneous

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

f. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.

g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.

h. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

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

[Signature Page Follows]

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

PURCHASER:

NAOMI EVANS and LAMAR CODY
1805 4th Street
Madison, IL 62060

By: _____

Date: _____

By: _____

Date: _____

SELLER:

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

Thomas J. Stalcup
Mayor

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Descriptions: LOT 24 IN BLOCK 4 IN RIVERVIEW ADDITION TO BENBOW CITY
AS THE SAME APPEARS FROM PLAT THEREOF RECORDED IN PLAT BOOK 7 AT
PAGE 58. PARCEL NO. 19-2-08-28-08-204-023.

ORDINANCE NO.**ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT WITH KEVIN ALEXANDER FOR THE PURCHASE OF 302 PERSHING AVE., WOOD RIVER, ILLINOIS 62095**

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

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

WHEREAS, City intends to purchase real estate from Kevin Alexander for \$1.00 302 Pershing Ave., Wood River, IL 62095; (see **Exhibit A**); and

WHEREAS, City has determined it necessary to purchase the real estate for the public purpose of eradicating blight. (see **Exhibit A**); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the real state and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**; and

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

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the real estate pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

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

Passed by the City Council and approved by the Mayor of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 8th day of September 2026, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River,
Madison County, Illinois

ATTEST:

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

REAL ESTATE SALES CONTRACT

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

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

- I. Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number: 19-2-08-22-10-101-030**, known as **302 Persing Ave., Wood River, Illinois 62095** and more particularly described in the attached **Exhibit A** (the "Property").
- II. Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **One Dollars and no cents (\$1.00)**, which shall be paid as follows:

 - a. Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.
- III. Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:

 - a. Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.
 - b. Release of Encumbrances.** Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below),

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

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

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

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

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

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

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

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

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

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

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

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

VII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by Seller and Purchaser, or after all Contingencies are waived or cured ("Closing Date").
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
 - 1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 - 2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.

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

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

If to Purchaser: KEVIN ALEXANDER
 301 Pershing Ave.
 Wood River, IL 62095

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

IX. Additional Covenants.

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

X. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS

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

XI. Litigation.

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

XII. Defaults and Remedies

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are

to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

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

XIII. Miscellaneous

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

f. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.

g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.

h. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

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

[Signature Page Follows]

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

PURCHASER:

KEVIN ALEXANDER
601 Pershing Ave.
Wood River, IL 62095

By: _____

Date: _____

By: _____

Date: _____

SELLER:

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

Thomas J. Stalcup
Mayor

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots numbered Sixty-Five (65) and Sixty-Five A (65A) in Lincoln Place, a subdivision in the East One-Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-Two (22), Township Five (5) North, Range Nine (9) West, of the Third Principal Meridian, as shown on the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 12 on Page 12.

Except any interest in the coal, oil, gas, and other mineral rights underlying the land which has been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of Madison, and State of Illinois.

PPN: 19-2-08-22-10-101-030

ORDINANCE NO.

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
MADISON COUNTY, ILLINOIS REGARDING GEOGRAPHIC SPATIAL DATA**

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 and Madison County, Illinois ("Madison County") have prepared an Intergovernmental Agreement, a true and accurate copy of which is attached hereto as **Exhibit A** and adopted and incorporated by reference as if set forth fully herein; and

WHEREAS, both the City and Madison County are units of local government or school districts within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the City and Madison County wish to execute such an agreement to permit the sharing of spatial data developed as part of the County's Geographic Information System; and

WHEREAS, the City and Madison County desire to enter into an agreement to permit the sharing of spatial data developed as part of the County's Geographic Information System for the recovery of the costs of developing such data and for the controlling of the distribution and use of such data; and

WHEREAS, a copy of the proposed Intergovernmental Agreement is attached hereto as **Exhibit A**.

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to enter into the Intergovernmental Agreement with the Madison County.

WHEREAS, City has determined the Mayor and/or City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Intergovernmental Agreement with Madison County; and

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

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

Section 2. The Intergovernmental Agreement attached to this Ordinance as **Exhibit A**, including all attachments thereto, is hereby adopted and incorporated by reference as if set forth fully herein this Ordinance.

Section 3. The Intergovernmental Agreement attached hereto as **Exhibit A** is hereby approved and accepted by the City of Wood River as of the date below written, and the Mayor and/or the City Manager is hereby authorized to execute all necessary documents, including specifically but not limited to the Intergovernmental Agreement attached hereto as **Exhibit A**, in order to effectuate this Agreement.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Section 5. Any and all ordinances, sections or subsections of ordinances in conflict are hereby repealed.

Passed by the City Council and approved by the Mayor of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 8th day of September 2026, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

A GEOGRAPHIC SPATIAL DATA SET AGREEMENT

BETWEEN
COUNTY OF MADISON, ILLINOIS
AND

City of Wood River

This Agreement is entered into by and between the COUNTY OF MADISON, ILLINOIS, a unit of local government, hereinafter "County" and PGAV, hereinafter "Contractor".

WITNESSETH:

WHEREAS, this agreement is entered into for the purpose of providing for the sharing of spatial data developed as part of the County's Geographic Information System (GIS), for the recovery of the costs of developing such data and for controlling the distribution and use of such data; and,

WHEREAS, Contractor, with principal offices located at 200 N. Broadway, Suite 100, St. Louis, MO, 63102, desires to obtain from County, with principal offices located at Madison County Administration Building, 157 North Main Street, Ste. 165, Edwardsville, IL 62025, information developed and maintained as a part of County's GIS; and,

WHEREAS, Contractor desires to acquire for its use for the City of Wood River TIF District No. 4 Redevelopment Project certain Geographic Spatial Data Sets (GSDS) that are now available for viewing only on the County's GIS hardware; and,

WHEREAS, the GSDS in question, more fully described below in the paragraph entitled "Geographic Spatial Data Sets," are "unprotected" in that any party possessing said files can obtain virtually all information contained in these files; and,

WHEREAS, it is in the public's interest for the GSDS to be provided by the County to the Contractor for its use for the City of Wood River TIF District No. 4 Redevelopment Project at no cost and for the use of such files by Contractor to be subject to certain restrictions.

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and among the County and the Contractor that the GSDS shall be made available for Contractor's sole use under the following terms and conditions.

1. **GEOGRAPHIC SPATIAL DATA SETS**

Geographic Spatial Data Sets (GSDS) refer to spatial data files, either vector or raster, that represent geographic features in an electronic format which are produced and/or owned by the County, including but not limited to the database information, maps, updates, and any derivatives thereof, in all forms of distribution.

A list of GSDS provided to Contractor under this is included herein as Appendix A.

2. **TRAINING AND SUPPORT**

Contractor is responsible for acquiring any hardware, software, and training required to use the GSDS. County is not responsible for supporting Contractor's hardware or software applications required to use the GSDS.

3. **COMPENSATION**

FOR PRIVATE ENTITIES:

Contractor agrees to use the GSDS provided only in the ways and manner specified herein and for no other purpose. The cost of said GSDS data shall be \$0.00.

FOR PUBLIC ENTITIES:

Contractor agrees to use the GSDS provided solely for use in the City of Wood River TIF District No. 4 Redevelopment Project Project and for no other purpose.

There is no cost to the Contractor for the data covered by this agreement. Should data be developed as a part of the City of Wood River TIF District No. 4 Redevelopment Project

Project that County deems to be useful to its internal operations, Contractor agrees to provide it to County upon request at no cost.

In consideration of the provision of the County's GSDS described herein at no cost, the Contractor agrees to provide the County City of Wood River TIF District No. 4 Redevelopment Project at no cost.

4. **PROPRIETARY RIGHTS & RESTRICTIONS**

County has and shall continue to have sole and exclusive ownership of all right, title and interest in and to the GIS and GSDS, including ownership of all trade secrets and all other intellectual property rights pertaining to the GIS and GSDS, and reserves all rights and privileges in connection with the GIS and GSDS data, except as expressly granted herein.

"Derivative Product(s)" as used herein shall mean any and all works created by Contractor which are based upon or incorporate all or part of the GSDS information, such as revision, modification, translation, abridgement, condensation expansion, collection, compilation, or any other form in which the GSDS may be recast, transformed or adopted.

Except as provided herein, Contractor shall not: (1) use, reproduce, network, transmit, modify, copy, adapt, translate, decompile, disassemble, modify the source code of, reverse engineer, or create Derivative Product(s) based upon GSDS without express written permission and agreement of County; (2) rent, lease, license, loan, transfer, assign, sell, permit or otherwise provide access to the GIS/GSDS data to any third party on a temporary or permanent basis; and/or (3) alter, remove or cover proprietary notices in or on the GIS or GSDS;

Any Derivative Product(s) produced by Contractor with the express written consent of County shall clearly indicate the source of the data. If the Contractor added to, subtracted from, or modified the GSDS data in any manner, the Contractor shall specifically describe on the Derivative Product the types of modifications performed. Contractor agrees not to represent any warranties or guarantees by the County as to the accuracy of the GSDS, or misrepresent the GSDS provided by County, nor to imply that any modifications made to the GSDS were reviewed or approved by the County.

During the term of this Agreement, Contractor shall keep confidential and shall not use or disclose, directly or indirectly, GSDS acquired pursuant to this Agreement, except as provided herein. This confidentiality provision includes, without limitation, any and all GSDS so acquired, which are acknowledged to be proprietary, confidential, and the property of County;

Contractor shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of County's GSDS, and to prevent unauthorized persons or entities from obtaining or using such GSDS. Without limiting the foregoing, Contractor shall not distribute, disclose or release these GSDS to any person other than authorized personnel who have agreed in writing to these confidentiality provisions;

Contractor and such authorized personnel must ensure that no one copies, sends or takes these GSDS to any other location, unless advance written permission is obtained from an authorized representative of County. Contractor may be held liable for any unauthorized use and disclosure of these GSDS by its officers and employees;

Contractor agrees not to use information received from County in order to violate any federal or State law or regulation, or to aid any person or organization to commit a violation of any federal or State law or regulation;

Contractor shall be responsible for any unauthorized use of GSDS obtained from County's;

Any portion of the GSDS that is modified or merged into another computer file and/or program by the Contractor or is integrated with other programs to form Derivative Products shall continue to be subject to this Agreement. County reserves the right to incorporate any Contractor created data into its County GIS database.

Contractor agrees that it will not in any manner suggest or imply by the use of the County's logo that Contractor is affiliated with, endorsed by or sponsored by or created in association with the County except as agreed by County;

Violation of any prohibition of this section shall by Contractor will be deemed a material breach and will result in the immediate termination of this agreement;

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Any court of competent jurisdiction within the County of Madison, State of Illinois, shall be the sole and exclusive venue for any arbitration, mediation, litigation or other proceedings as between the parties that may be brought, arise out of, be in connection with, or by reason of this Agreement.

6. TERMS AND TERMINATION

The effective date of this Agreement shall be the date set out at the end of said Agreement. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until breach of any of the terms and conditions of this Agreement;

Termination on notice. The parties shall each have the right to terminate this Agreement without cause upon five (5) days prior written notice to the other party;

Additional basis for termination. The County shall have the right to terminate this Agreement immediately if Contractor breaches any material provision of this Agreement at any time;

Survival of terms. The terms and conditions of Section 4, "Proprietary Rights and Restrictions," Section 5, "Governing Law and Jurisdiction," and this paragraph are substantive provisions constituting the essence of this Agreement. Failure of either party to comply with these obligations shall serve as grounds for immediate termination of this Agreement.

Injunctive relief & damages. Contractor acknowledges that, in the event of any

breach of this Agreement, County will not have an adequate remedy in money damages alone. County therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. County's rights to obtain injunctive relief shall not limit its right to seek other remedies, including but not limited to, actual damages, damages for unjust enrichment, and, where appropriate, punitive damages. Contractor shall be responsible for all fees and costs, including attorney fees, relating to or arising from County's attempts to enforce this Agreement. County's liability for any and all claims of any kind arising under this agreement is hereby expressly limited to the cost paid to County by the Contractor for the GSDS acquired hereunder.

7. NOTICE

Any and all notices, whether required or permitted by this Agreement, shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, and addressed to a party by name at the address first indicated in this Agreement.

Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressee; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in or substantial disruption of the mails, then such notice shall be deemed to have been made on the fifth business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively.

The aforesaid address for service of notice may be changed only when the changing party has given the other parties ten (10) days notice thereof by certified or registered mail in the manner herein above provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery.

Nothing herein contained shall preclude the giving of written notice by any other lawful means.

8. GENERAL

Integrated Agreement. This Agreement constitutes the entire agreement between the parties concerning access to GSDS and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties respective successors and assigns;

Assignment. Contractor may not assign any right and obligation hereunder without the written consent of County. Any attempted assignment in violation of this provision shall be void and of no effect;

Implementation. Each party hereto agrees to execute such further documents and to take such further steps as the other parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement;

Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other governmental authority;

Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. Warranty Disclaimer/Limitation Of Liability

Except as expressly provided for in this Agreement, the GSDS is provided to Contractor "AS-IS" and without any express or implied warranties of any kind. County hereby disclaims all express or implied conditions, reservations, and warranties whatsoever, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement or arising from a course of dealing, usage, or trade

practice. County does not warrant, guarantee or make any representations regarding the use or the results of the use of the GSDS inters of its accuracy, condition, completeness, suitability, reliability, currentness, or performance. The GSDS is NOT a plat survey, whether legally recorded or otherwise, and is not intended for use as such.

The Contractor assumes all risks associated with the GSDS use. In no event shall the County be liable for payment of any indirect, special, incidental, tort or consequential damages, loss of business, loss of profits or investments of any nature whatsoever arising out of this Agreement, even if the County has been advised of the possibility of such damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of this _____ day of _____, 20_____.

Contract #: _____

MADISON COUNTY, ILLINOIS

By:

Date:

County Board Chairman

Contractor

By:

Date:

Authorized Official

Reviewed by: Chief County Assessment Official and
Information Systems

Appendix A

We will need to list the data items actually received here.

Parcel and street centerline shapefiles for the proposed TIF 4 and surrounding 0.5 miles
(10 tiles)

City of Wood River municipal boundary

GIS data set descriptions:

Planimetric Data (Vector – “Linear Features” excluding Contours & Street Centerlines) (8 Types of Planimetric Data)

Pavement Edge

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Road pavement edges

Bridges

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Polygons that define bridges

Parking Lots

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Boundaries of some identifiable parking lots

Railroad centerlines

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Centerline of Railroads

Water

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Includes stream centerlines and lake shore lines

Lakes

Format: Arc/Info coverage (polygon)
Source: Captured from Digital Orthophotography (1995)
Description: Lakes identifiable from Digital Orthophotography

Levee centerlines

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Levees identifiable from digital orthophotography

Buildings

Format: Arc/Info coverage (polygon/pt) Total of 2 Coverages
Source: Captured from Digital Orthophotography (1995/99)
Description: Footprints all buildings (in progress)

Street Centerlines (Vector)

Street centerlines

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Updated with Digital Orthophotography (1999)
Description: Centerline of roads
Attributes: Attributes were conflated with a Tiger file updated by Madison County Transit, and include:

Contours (Vector)

Indexes

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Index contour lines
Interval: 50 feet
Accuracy: Vertical accuracy is within +/- 5 Feet of actual

Intermediate

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Intermediate contour lines
Interval: 10 feet
Accuracy: Vertical accuracy is within +/- 5 Feet of actual

Digital Orthophotography (Raster – "Digital Aerial Photography")

Digital Orthophotography

Format: TIFF file with Arc/Info .tfw file
Resolution: .78 foot pixel resolution
File size: approximately: 40Mb/tile
Accuracy: Horizontal accuracy is within 3.33 feet of actual.
Flight Date: Feb/Mar 1995 or Feb 1999

Compressed Digital Orthophotography

Format: MrSid with MrSid .sdw file
Compression: 5:1 or 10:1 or 20:1 with 4 Zoom Levels
File size: Approximately: 8 Mb for 5:1, 4Mb for 10:1, 2Mb for 20:1
Accuracy: Horizontal accuracy is within 3.33 feet of actual.
Flight Date: Feb/Mar 1995 or Feb 1999

Available Media:

Media Type: (Storage Size - Approximate Cost)

CD-ROM: (650Mb - \$2.00) All GSDS Available

GIS SPATIAL DATA SETS COST

UPDATES

Parcel Shape File *Includes Planimetric Data, Tax Parcel Data and Street Centerline Data	\$10.00 per tile or \$2,500.00 for all	\$25.00 for all
Contours	\$5.00 per tile or \$100 for all	N/A
Municipal Boundaries	\$100.00 (all county)	\$10.00
Digital Orthophotography *most current year	\$35.00 per tile or \$400.00 for all	N/A
Digital Orthophotography	\$100 previous years	N/A
LiDar (X, Y, Z Coordinates)	\$30 per tile	N/A

Set-up and processing is FREE per order. Ordered sets can be emailed or downloaded from FTP site depending on size of order and media capabilities. 912 tiles make up the whole County.

Transfers of data by CD or other media format \$5.00 each.

****PLEASE NOTE:** governmental units and non-profit organizations may be entitled to a fee waiver for the above costs. For more information on this please contact:

Jessica L. Dudley, Chief County Assessor or
Andrew Effler, Coordinator of Maps & Plats
 Madison County Administration Building
 157 North Main Street, Suite 229
 Edwardsville, IL 62025
 (618) 296-4586

Fees effective as of 12/1/19

ORDINANCE NO:**ORDINANCE GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT FOR SUBDIVISION OF PARCEL ID # 19-2-08-21-11-202-059, 876 STATE STREET, WOOD RIVER, IL 62095**

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

WHEREAS, TGRH LLC owns the following tract of land:

LOTS 81, 82, 83 AND 84 IN BLOCK NUMBERED 2 IN HARNETT TERRACE, A SUBDIVISION AS THE SAME APPEARS FROM PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT BOOK 10 PAGE 27, ALL SITUATED IN THE CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 81; SAID CORNER BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ELBLE AVENUE (50'w) AND THE WESTERLY RIGHT OF WAY LINE OF STATE STREET (50'w); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 85 DEGREES 29 MINUTES 47 SECONDS WEST, A DISTANCE OF 92.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 84; THENCE ALONG THE WEST LINE OF SAID LOT 84 NORTH 04 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 84, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF A 15'w PUBLIC ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 85 DEGREES 29 MINUTES 47 SECONDS EAST, A DISTANCE OF 98.06 FEET TO THE NORTHEAST CORNER OF LOT 81, SAID CORNER BEING TO THE WESTERLY RIGHT OF WAY LINE OF STATE STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 01 DEGREES 55 MINUTES 11 SECONDS EAST, A DISTANCE OF 125.13 TO THE POINT OF BEGINNING, CONTAINING 11,905 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

Hereinafter "Land"; and

WHEREAS, the Final Plat, attached hereto as **Exhibit A**, complies with the applicable law respecting a subdivision of land and the requirement for final approval of such subdivision under the City of Wood River Code of Ordinances; and

WHEREAS, the final plat for the subdivision of the Land was approved by the Wood River Plan Commission; and

WHEREAS, said subdivision is hereby presented to the City Council for approval; and

WHEREAS, City finds that the Mayor should be authorized and directed to execute any documents necessary for the subdivision of the Land as shown on the Final Plat.

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

Section 1. The subdivision of the Land as shown on the Final Plat is hereby approved.

Section 2. This ordinance shall be in full force and effect, from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED by the Wood River City Council this 8th day of September 2026.

MAYOR OF THE CITY OF WOOD RIVER

ATTEST:

CLERK OF THE CITY OF WOOD RIVER

Upon a roll call vote, the following was recorded:

AYES:

NAYS:

EXHIBIT A – FINAL PLAT

City of Wood River
111 North Wood River Avenue
Wood River, Illinois 62095
(618) 251-3100 Phone
(618) 251-3102 Fax
www.woodriver.org

Planning Commission Request for Hearing

DO NOT WRITE BELOW THIS SPACE: FOR OFFICE USE ONLY

Application #

PC 26-16

Date application was received

July 27, 2024

Fee Paid

\$ 500

Hearing type:

- ☐ General Amendment
- ☐ Permitted Use Amendment
- ☐ Special Use Amendment
- ☐ Planned Unit Development
- ☐ Annexation
- ☒ Subdivision Review \$500
- ☐ Kennel

Action by the Planning Commission:

- ☐ Denied
- ☐ Approved
- ☐ Approved with modification

Comments:

Applicant Information

Application must include a site plan as described on the following page. Documentary evidence shall be accepted as evidence in applicant's behalf, to include, engineering reports, topographical maps, photographs, etc.

A public hearing will be scheduled within a reasonable time as established by the Planning Commission. A notice of this hearing must be published in a newspaper of general circulation in the local area at a minimum of 15 days prior to the hearing. The

Date set for hearing

August 20, 2024

Date Notice Published

August 5, 2024

Publishing Newspaper

The Telegraph

Date letter sent to applicant

August 10, 2024

Applicant will be notified, by mail, of the time and place of the hearing at a minimum of 10 days prior to the hearing date. The applicant, or a duly authorized agent, must appear at the hearing to present the information as so stated in this application.

Each application for an amendment may only contain (1) parcel/property. If you're project consists of more than (1) parcel/property, you may submit an **OVERALL PROJECT PLAN** detailing your intent. However, the Zoning Administrator and the Planning Commission will review each parcel/property on its own merit, with the understanding of the impact any decision will have on the remaining parcels/properties included in the project plan. Each request will be assessed the appropriate fee per application.

What are you applying for? (definitions listed below):

- | | |
|--|----------|
| ☐ General Amendment | \$300.00 |
| ☐ Permitted Use Amendment | \$300.00 |
| ☐ Special Use Amendment | \$300.00 |
| ☐ Planned Unit Development | \$500.00 |
| ☐ Annexation | \$300.00 |
| ☒ Subdivision Review | \$500.00 |
| ☐ Kennel | \$250.00 |

AMENDMENT (2 Types):

A change in the provisions of the City of Wood River's Zoning Ordinance.

A) 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).

B) SPECIAL USE

A use that has unusual operation, 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.

Name of Applicant TGRH LLC

Address 141 E Gate Plaza

City/State/Zip 62024

Phone 618-660-8204

Property interest of applicant:

- ☒ Owner
☐ Contract purchaser
☐ Lessee
☐ Other _____

Name of Owner(s) same

(if different than applicant)

Address _____

City/State/Zip _____

Phone _____

Description of Property:

Address 876 State St.

Parcel ID# 19-2-08-21-11-202-059

Lot _____

Block _____

Subdivision _____

Present Zoning Classification (circle one):

A R-1 ☒ R-2 MR-3 MR-4 MR-5 MH BD B-1 B-2 B-3 BPE I CR EP

Present use of the property (if any uses or building on the property are non-conforming, so state):

Present deed and/or tract restrictions, and date of expiration, (if any) which apply to the property:

State exactly what is intended to be done with the property which does not conform with the existing zoning regulations, along with relevant paragraphs of the Ordinance, by section number, if known:

Requesting to subdivide parcel into 2 separate parcels.

Lot 1 will be approximately 5,016sqft.

Lot 2 will be approximately 6,888sqft.

See attachments.

List the hardship(s) you feel you are faced with concerning your particular lot/request:

Attach a site plan to this application, large enough for clarity, and legible enough to show the following information:

1. Location and dimensions of (when applicable):
 - A) Lot size and lot lines
 - B) Buildings
 - C) Driveways
 - D) Parking spaces
 - E) Labeled streets and alleys
 - F) Signs
 - G) Easements-existing and proposed, showing locations, widths and purposes
 - H) Underground utilities
 - I) Fences
 - J) Water well
 - K) Septic tanks
 - L) Right of ways
 - M) North arrow indicator
2. Distance between:
 - A) Buildings and front, side, and rear lot lines
 - B) Principal building and accessory buildings
 - C) Principal building and principal buildings on adjacent lots
3. Any additional information as may be reasonably requested by the Zoning Administrator.

If the information submitted to the Zoning Administrator is vague, unreasonably illegible, or misleading the application will be returned as unacceptable.

The applicant is hereby obligated to follow the plans as submitted to the Zoning Administrator and the Planning Commission. If at any time, after a request for an amendment has been authorized, the applicant does not follow the plans as submitted, the applicant will be subject to prosecution as authorized under Section 1-4.4 of the City of Wood River's Zoning Ordinance.

Attach to this application the appropriate fee, in accordance with Ordinance No. 96-14, to cover the cost of the advertising and processing of this application.

I certify that all the statements in this application, and any statements contained in any additional material submitted, are true and accurate to the best of my knowledge.

Signature of
Applicant



Date

7/28/26

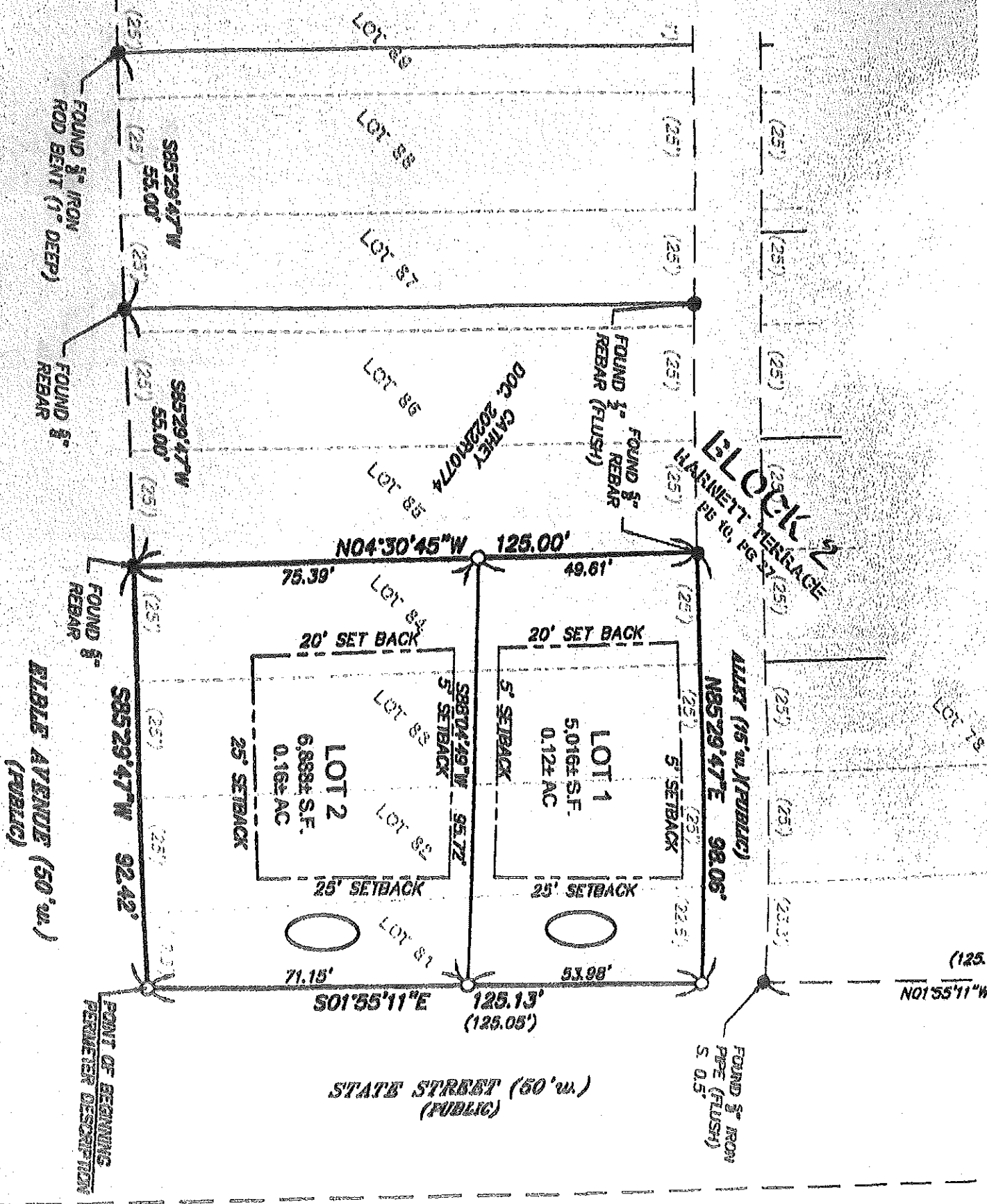
Signature of

Owner(s)

(if different than applicant)

Return application and fee to:

Zoning Administrator
City of Wood River
111 North Wood River Avenue
Wood River, IL 62095

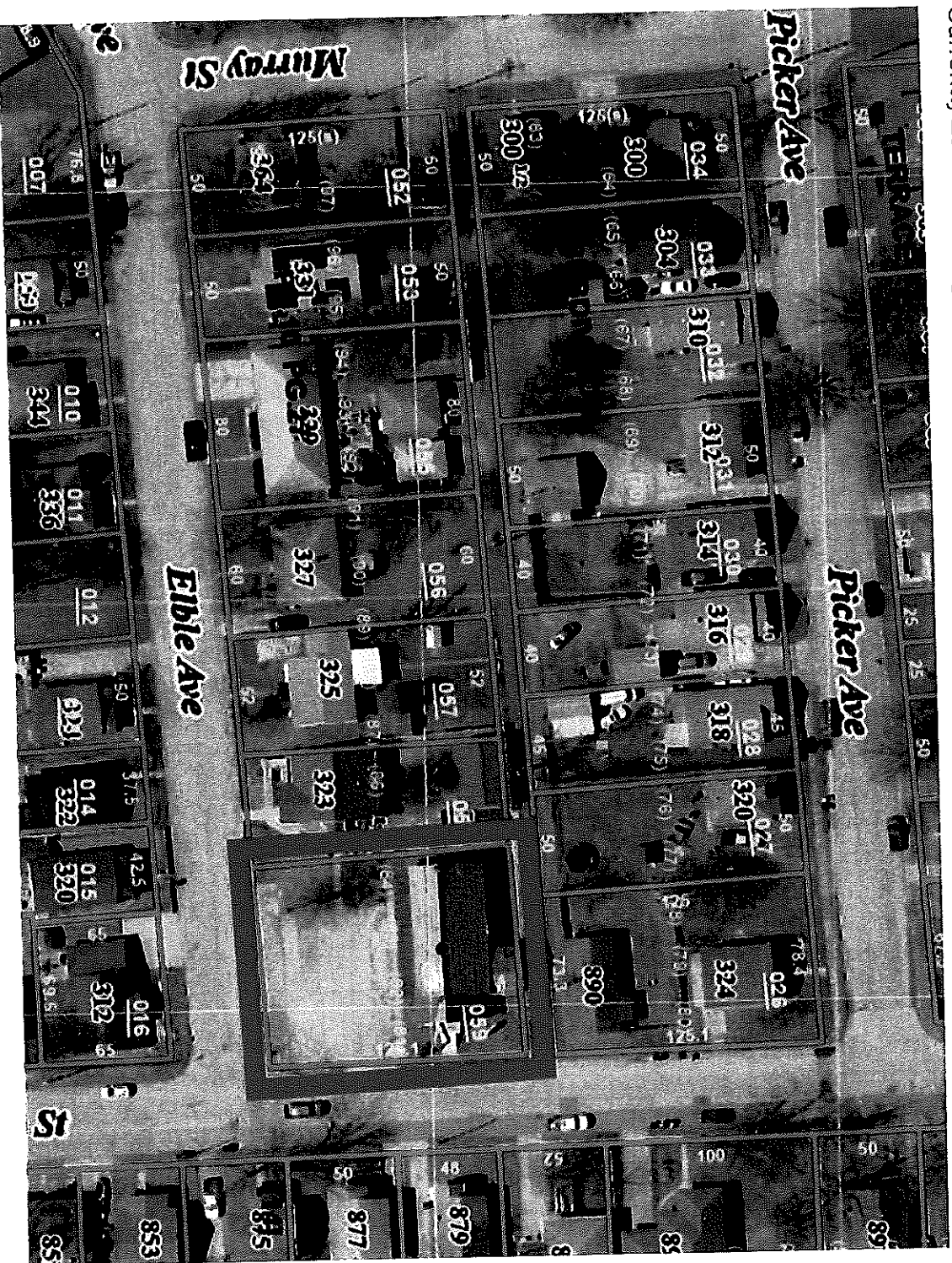


N85°29'47"E 300.00'

(125.1)
N01°55'11"W

876 State St. (Parcel ID 19-2-08-21-11-202-059)

Currently Zoned R-2 Single Family



MINUTES
PLAN COMMISSION
August 20, 2026

The Wood River Plan Commission meeting was called to order by Chairman Daniels at 7:01 p.m. on Thursday, August 20, 2026, in the Council Chambers at City Hall with the Pledge of Allegiance.

Members Present: Cox, Erlson, Flack, Maul, Shaner, John Smith, Daniels (7)
Members Absent: Kelly, Ryan Smith, Stone (3)

Cox moved to approve the minutes of the regular meeting held on July 16, 2026, seconded by Erlson, and unanimously approved.

Chairman Daniels explained the procedures for a public hearing and that all testimonies must be given under oath. The City Council will formally consider this request at an upcoming meeting.

PC 26-15 City of Wood River, 111 N Wood River Ave. Wood River, IL 62095, is requesting to amend the City's current Zoning Ordinance 96-14. The proposed amendments are available at City Hall for anyone wishing to review them. (Reference Ordinance 96-14)

Case PC 26-15 was read into the record and Chairman Daniels asked if anyone was present to give testimony.

Building and Zoning Administrator Brad Wells was present and sworn in.

Building and Zoning Administrator Brad Wells stated the request consists of three separate zoning code amendments. He will speak on all three. The first amendment he will discuss is titled "Transitional Living Facility." The current zoning code does not contain clear language regarding halfway houses and group homes. He has recently received phone calls inquiring about halfway homes, specifically for individuals on parole. He has been working with the City Attorney to draft and create this amendment. The City Attorney recommended that halfway houses be allowed in the I-Industrial Zone under a special use permit. The City is not prohibiting halfway houses. The amendment simply adds language to the zoning code to provide guidance.

Shaner asked where the Industrial districts are located.

Building and Zoning Administrator Brad Wells stated Industrial Zone is located along Old St. Louis Road.

Cox asked about the industrial park by the Berm Highway.

Building and Zoning Administrator Brad Wells stated the City no longer owns that property. That will be the location of the Hollywood River Studios. He then stated he will be moving onto the second amendment request, which is related to auto body shops. This amendment does not affect any existing automotive or towing business. This amendment only pertains to new business requests or existing businesses that wish to relocate within the City. This is similar to the ordinances related to tattoo shops. Existing locations will be grandfathered in, and any new businesses will be required to apply for a special use permit.

John Smith stated the example that was provided to him references ordinance 14-15.3. That number is associated with the CR- Conservation and Recreation District. He asked if the ordinance number should instead be 14-14.3.

Building and Zoning Administrator Brad Wells stated he believes Mr. Smith is correct. He will investigate the matter and believes it is a scrivener's error.

Shaner asked whether it is simply a typing error or if the amendment will need to come back to the Plan Commission for the correction.

Building and Zoning Administrator Brad Wells stated he does not believe it will need to come back to Plan Commission after the correction is made. He will check with the City Attorney. He then moved on to the third amendment, which is related to portable storage. There is currently one company in the City that sells portable storage buildings. The current location is not ideal for that type of business. This type of business will still be allowed under a special use permit through the Board of Zoning Appeals.

John Smith asked what B-1 Zoning is.

Building and Zoning Administrator Brad Wells stated it is Neighborhood Business.

John Smith asked why the City would want to allow portable storage sales in the Neighborhood Business District as a special use.

Building and Zoning Administrator Brad Wells stated that this provision is included in case there is a request in the future. The City does not want to discourage this business type. The amendment is intended to clean up the language and allow future enforcement. He will confirm with the City Attorney regarding the numbering change for the amendment related to auto body shops. There will be no change in the language. If the Plan Commissions is in agreeance with moving forward with a recommendation using the corrected numbering, the amendment can proceed.

Chairman Daniels asked if there was anyone present to give testimony in favor or against this case.

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Cox moved to forward a favorable recommendation to the City Council to approve case PC 26-15, with corrected numbering, seconded by John Smith and approved by the following vote:

AYES: Cox, Erlson, Flack, Maul, Shaner, John Smith, Daniels (7)

NAYS: None (0)

Findings of Fact in Favor: The proposed amendment will not adversely affect the surrounding properties based on the following items (noise, traffic, parking, character of use): gives the City the ability to control noise and foot traffic to appropriate areas.

PC 26-16 TGRH LLC, 801 Amherst Dr., East Alton, IL 62024, is requesting preliminary and final approval of a subdivision of Parcel ID # 19-2-08-21-11-202-059 located at 876 State St., Wood River, IL 62095. (Reference Ordinance 96-14, Section 9-6.1 and 9-6.3)

Case PC 26-16 was read into the record and Chairman Daniels asked if anyone was present to give testimony.

Todd Kennedy, 801 Amherst Dr., East Alton, IL 62024, was present and sworn in.

Todd Kennedy stated he purchased the lot from the City with the purpose of building two single-family homes on the property. The lot is 15,820 square feet, which is 80 square feet smaller than the required 16,000 square feet for two homes at 8,000 square feet per home. The parcel will need to be subdivided. One lot will be 6,200 square feet and other two will be 5,780 square feet. Both homes will have three bedrooms and two bathrooms.

John Smith asked why he does not plan to divide the parcel equally.

Mr. Kennedy stated the goal was to split the lot as evenly as possible. He hired a survey company, which based the plans on the zoning code setback requirements. Based on the required 25-foot setbacks from the street and corner, the alleyway side would be just shy of what is allowed.

John Smith stated if the 11,904 square foot was split equally into two lots. Each lot would be 5,952 square feet, which would be only 48 square feet below the minimum lot requirement.

Mr. Kennedy stated that is what he originally wanted to do. This design is based on the recommendation from the survey company, as they could not achieve the 25-foot setback on the corner lot otherwise. He would have preferred to construct a villa on the center of the two lots. The City would not allow a villa to be constructed.

John Smith asked what size the homes will be.

Mr. Kennedy stated each home will be 1,000 square feet.

John Smith stated that is a different number than what he came up with. He calculated 950 square feet.

Mr. Kennedy stated there is a small nook in one corner. It does not make sense not to add that small amount of square footage to give the owner some additional room. He is trying to make an appealing home for first time home buyers.

Maul asked if the church is still there.

Mr. Kennedy stated the church was demolished and is no longer there. The City demolished the church, and the Building and Zoning Administrator Brad Wells reached out to him about purchasing the lot and building two single-family homes. His company placed a bid and won, with the understanding two single family-homes would be constructed by the end of the year.

Cox asked if the new homes would be the same size as the rest of the block.

Mr. Kennedy stated that quite a few homes on the block have had additions built over the years. The new homes will be slightly smaller but similar in size. They will be very nice, new, three-bedroom, two-bathroom homes. The homes will be marketed as entry-level homes, with an approximate value of \$200,000.00.

Chairman Daniels asked if there was anyone present to give testimony in favor or against this case.

There being no further testimony, the public hearing was recessed and upon conclusion of the discussion amongst the Commission the following motion was made:

Daniels moved to forward a favorable recommendation to the City Council to approve case PC 26-16 as requested, seconded by Erlson and approved by the following vote:

AYES: Cox, Erlson, Flack, Maul, Shaner, John Smith, Daniels (7)

NAYS: None (0)

Findings of Fact in Favor: The property in question is suitable for the proposed zoning based on the following: it will build two family homes on the new lots.

Old Business: None

New Business: None

The Plan Commission meeting adjourned at 7:45 p.m.

Respectfully,
Emily Hansard
Commission Secretary

RESOLUTION NO:**RESOLUTION APPROVING SPONSORSHIP AGREEMENT WITH SLAYDEN GLASS FOR THE WOOD RIVER RECREATION CENTER**

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

WHEREAS, City desires to offer a sponsorship opportunity for Slayden Glass ("Slayden") to sponsor the walking track at the Wood River Recreation Center; and

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

WHEREAS, the Slayden Proposal may generate up to \$3,250.00 in sponsorship revenue for the Wood River Recreation Center over five years (*See Exhibit A*); and

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

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

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

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

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

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of September 8, 2026.

This Resolution adopted by the City Council of the City of Wood River, Illinois and deposited and filed in the office of the City Clerk on the 8th day of September 2026, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

Tom Stalcup
Mayor
City of Wood River
Madison County, Illinois

ATTEST:

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

Agreement

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

Whereas OWNER is presently developing the Wood River Recreation Center which will include the amenities hereinafter described; and now, therefore, in consideration of the promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

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

LANDMARK – WALKING TRACK PARTNER

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

MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

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

TERM AND INVESTMENT

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

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

Year 1 (2026 – 2027) = \$650.00
Year 2 (2027 – 2028) = \$650.00
Year 3 (2028 – 2029) = \$650.00
Year 4 (2029 – 2030) = \$650.00
Year 5 (2030 – 2031) = \$650.00

3. Payments will be due on an annual basis and are due and payable at the beginning of each contract year, excepting when the total Agreement amount is paid via a single payment.

4. Payment terms are as follows:

- I. 1st payment due on or before September 30th, 2026
- II. 2nd payment not due until the 1-year anniversary of signage installation date
- III. Year 3 and beyond payments are due on or before September 30th of the applicable year

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

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

TERMINATION

1. SPONSOR may, in its sole discretion, terminate this Agreement by written notice to OWNER if: (a) OWNER ceases to own or operate the Wood River Recreation Center or the location of the Wood River Recreation Center changes; or (b) OWNER misrepresents, misappropriates or misuses the name or Marks (as defined below) of SPONSOR.

2. Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any consequential, special, indirect, incidental, punitive, exemplary, or similar damages (including damages for loss of use, business, or profit) that the other Party suffers in connection with this Agreement, regardless whether such action is based on contract, tort, or any other legal theory and whether such Party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen.

REPRESENTATIONS AND WARRANTIES

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

ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.

2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will insure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.

3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. If OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.

4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR, or its successor, will be responsible for all out-of-pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials.

OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Wood River Recreation Center or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Wood River Recreation Center as soon as reasonably possible.

MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Madison County, IL, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for nor bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

CONTACT, BILLING, AND REMITTANCE INFORMATION

1. All notices, correspondence, payments, invoices, and other communications related to this Agreement shall be directed to the appropriate party using the contact information listed below:

I. City of Wood River Contact Information

Contact: Parks and Recreation Department
655 N. Wood River Avenue
Wood River, IL 62095
Phone: (618) 251-3130
Email: office.wrparks@gmail.com

Contact: Finance Department
111 N. Wood River Avenue
Wood River, IL 62095
Phone: (618) 251-3131
Email: ap@cityofwoodriver.com

II. Remit To Information

City of Wood River
Attn: Finance Department
111 N. Wood River Avenue
Wood River, IL 62095

Please include the agreement name or invoice number with all payments.

III. SPONSOR Billing Contact Information

SPONSOR shall provide the following billing contact information for purposes of receiving invoices, payment reminders, and other billing-related correspondence under this Agreement:

SPONSOR Name: _____
Billing Contact Name: _____
Billing Address: _____
City, State, ZIP: _____
Phone Number: _____
Email Address for Invoices: _____
Preferred Invoice Delivery Method: _____
☐ Email ☐ Mail ☐ Both

SPONSOR is responsible for notifying OWNER of any changes to the billing contact information listed above. Invoices and billing-related notices sent to the contact information provided by SPONSOR shall be considered properly delivered.

SIGNING PARTIES

SPONSOR

Slayden Glass

Signature

Title

Date

OWNER

City of Wood River

Signature

Title

Date

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PROJECT AGREEMENT BETWEEN CITY OF WOOD RIVER AND AGENCY FOR
COMMUNITY TRANSIT FOR IL 143 FROM WOOD RIVER TRANSIT STATION TO
2ND STREET PROJECT**

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 partner with Agency for Community Transit ("ACT") for the IL 143 from Wood River Transit Station to 2nd Street ("Project"); and

WHEREAS, City has been informed that they have been approved for the ACT Community Action Grants Program in the amount of \$100,000.00 for the Project; and

WHEREAS, ACT has submitted a Project Agreement for the Project, including an overall award of \$100,000.00; and

(see "ACT Agreement," attached hereto as **Exhibit A**); and

WHEREAS, City finds that the terms of the ACT Agreement (see **Exhibit A**) are fair and reasonable, and City has determined the ACT Agreement 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 ACT Agreement (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 ACT Agreement 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 ACT Agreement (**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 ACT Agreement 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 8th day of September 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

Project Agreement

CY26-57-1

This Project Agreement is entered into on this thirteenth day of August 2026 between **AGENCY FOR COMMUNITY TRANSIT ("ACT")** and **CITY OF WOOD RIVER ("Project Sponsor")**.

Whereas, the Project Sponsor has submitted an application to ACT for the Community Action Grants Program concerning the project the Sponsor has designated "IL 143 from Wood River Transit Station to 2nd Street". Whereas this grant is for the exclusive purpose of supporting the Project Sponsor's transportation related project within Madison County, Illinois. Now, therefore, ACT has approved the project and agrees to award a grant in the amount of One Hundred Thousand Dollars (\$100,000.00). The Parties to this Project Agreement agree to the following:

Execution & Termination: The project period begins upon the date the last person signs this Project Agreement. Expiration of this Project Agreement shall be December 31, 2029. Costs incurred prior to a fully executed Project Agreement are ineligible for reimbursement. ACT reserves the right to terminate this Project Agreement if the Project Sponsor fails to start the project within one (1) year of the Project Agreement's execution date. The Project Sponsor shall make reasonable and timely progress on the project and advise ACT of project's status on a regular basis. Projects not completed, in whole or in part regardless of reason by the expiration of the Project Agreement period, may be ineligible for funding in future ACT grant cycles.

Reimbursement: Payment by ACT shall be made on a reimbursement basis for a completed project. The Project Sponsor shall complete and submit an ACT Grant Reimbursement Request Form along with applicable supporting documentation. Final inspection and acceptance of the completed project must be made by an ACT representative for reimbursement to be issued. ACT's payment will be made payable to the Project Sponsor.

Financial Records: All funds expended by the Project Sponsor in conjunction with the project must comply with Local, State, and Federal laws pertaining to the expenditure of public funds. Documentation of project costs and payments may be requested by ACT. All project records must be maintained for a period of no less than five (5) years, or longer if required by law.

Acknowledgment: Upon ACT Board approval of the Application and receipt of the executed Project Agreement with ACT, all press/public communications in reference to the project by the Project Sponsor shall state that it is funded in whole or in part by ACT. Acknowledgment must be included in any publicly shared drafts of the plan, as well as the final version. To satisfy this requirement, the Project Sponsor must insert, where deemed appropriate, ACT's logo. If ACT logo is used, ACT must review all public materials prior to release to ensure all brand standards are observed.

Insurance: Project Sponsor and any contractor hired or retained by the Project Sponsor in connection with this project shall maintain all necessary insurance in full force and effect throughout the term of Project Agreement.

Indemnification: The Project Sponsor and contractors shall indemnify, defend, and hold harmless ACT, its board members, employees and agents from all claims, liabilities, obligations, and causes of action which arise in connection with this Project.

Assignment: Project Sponsor agrees that this Project Agreement shall not be assigned or transferred without the written consent of ACT and that any successor to the Project Sponsor's rights under this Project Agreement will be required to accede to all of the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

Amendment: The parties agree that no change or modification to this Project Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

Compliance with Law: The Project Sponsor shall comply with all applicable laws, ordinances, and codes of the United States, the State of Illinois, and local governments, including, but not limited to, Title VII of the Civil Rights Act of 1964, and no person shall, on the grounds of race, color, national origin, sex, age, religion, sexual orientation, veteran status, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any grant, program, or activity for which the Project Sponsor receives assistance from ACT. Project Sponsor acknowledges that it has performed due diligence to assure its Project complies with the requirements of the Americans with Disabilities Act of 1990.

Project Sponsor, by its undersigned duly authorized representative, acknowledges that this fully executed agreement serves as a Notice to Proceed, and it agrees to all of the foregoing terms and conditions of the ACT Community Action Grant in consideration for the making of the grant to the Project Sponsor. The undersigned representative of the Project Sponsor further certifies to his or her authority to execute this agreement on behalf of the Project Sponsor.

Project Sponsor:

(Printed Name and Title)

(Signature of Authorized Representative)

(Date)

Agency for Community Transit:

Steven J. Morrison, Executive Director

(Signature of Executive Director)

(Date)

Danielle Sneed

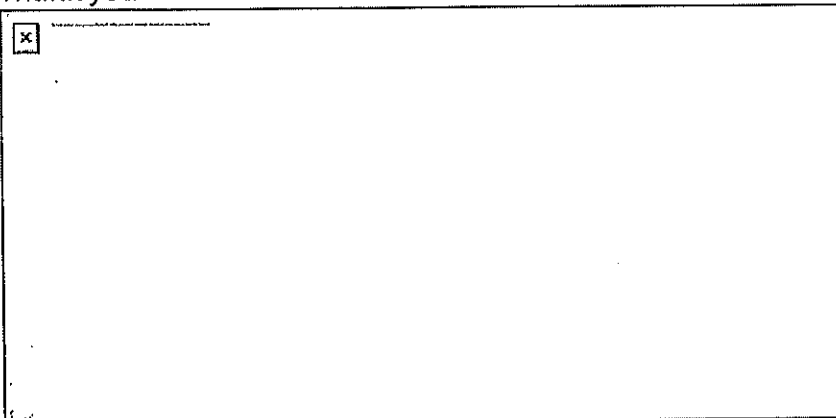
From: Kristen Burns <kburns@wrbusinessalliance.org>
Sent: Monday, August 24, 2026 4:31 PM
To: Danielle Sneed; Steve Palen; Tom Stalcup
Subject: Extending Farmers Market

Follow Up Flag: Follow up
Flag Status: Flagged

The WRBA is requesting to extend the Wood River Farmers Market to October 15th in the Downtown Lots.

As I have discussed at a recent council meeting our Market has grown to 60 vendors each week with hundred of residents and visitors spending Thursday nights at the market. Giving vendors an extra 3 weeks aligns with other regional markets as well as gives our vendors longer season to sell their goods.

Thank you



Want to become a partner? Click [here](#)
Book a Meeting With Me. [Click here to Schedule](#)

The City of



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 Beauchamp

Title: Softball (EAWR) Head Coach

Agency/group seeking permit: _____

Address of agency/group: 277 N. Wood River Avenue
Wood River, IL 62095

Phone number: 618 550 3801

Date for which permit is sought: ~~9-12-26~~ 9/26/26

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

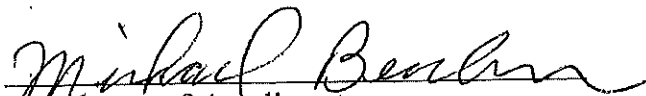
Have you obtained liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for personal injury per occurrence and Three Hundred Thousand (\$300,000.00) covering soliciting agency and listing the City of Wood River as additional insured? Yes

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