

**RESOLUTION NO. 2024-01**

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION  
MINUTES OF THE CITY COUNCIL OF THE CITY OF HILLSBORO**

**WHEREAS**, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") has, on occasion, believed it necessary to meet in Closed Session, also known as Executive Session, and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1 *et seq.*); and

**WHEREAS**, the minutes of Closed Sessions have been duly recorded by the City Clerk pursuant to the requirement of the Open Meetings Act; and

**WHEREAS**, the Open Meetings Act also requires periodic review of minutes of Closed Sessions by the Corporate Authorities in order to determine whether the need for confidentiality still exists as to all or part of those minutes or that the minutes or portions thereof no longer require confidential treatment and are available for public inspection; and

**WHEREAS**, the City Council of the City of Hillsboro have caused the Closed Session minutes to be reviewed and have ascertained that certain sets of minutes identified herein are approved for content and are available for release for public inspection and other sets of minutes identified herein have been approved but the need for confidentiality still exists.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**, as follows:

**Section 1.** That the recitals set forth above are incorporated as Section 1 of this Resolution.

**Section 2.** The Corporate Authorities have determined with respect to Closed Session Minutes that the following set of Closed Session minutes are approved for content but the need for confidentiality still exists:

January 11, 2022

July 12, 2022

March 8, 2022

January 17, 2022

March 22, 2022

December 5, 2023

March 29, 2022

The Corporate Authorities have further determined that, at the next periodic review of minutes of Closed Sessions, and for the balance of the term of this City Council, the above-listed Close Session minutes need not be presented for review and consideration again, but may be presented for review and consideration at any periodic review of minutes of Closed Sessions upon the request of any member of the City Council in order to determine whether the need for confidentiality still exists as to all or part of those minutes or that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

**Section 3.** All other Closed Session minutes, which have been duly recorded by the City Clerk, which have not previously been approved for release for public inspection, and which are not listed in Section 2 of this Resolution, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved resolution that supersedes the determinations of the Corporate Authorities set forth in this Resolution.

**Section 4.** The Open Meetings Act requires that a verbatim record of all Closed Session meetings be kept in the form of an audio or video recording and that such recordings can be destroyed without local records commission approval pursuant to the Local Records Act but only after the Corporate Authorities (a) approve the written meeting minutes for each completed Closed Session meeting and (b) authorize the destruction of such recordings, provided at least 18 months has passed since the completion of the meeting recorded. The Corporate Authorities have elected to

maintain a verbatim record of all Closed Session meetings in the form of audio recordings. The Corporate Authorities make the following determinations:

A. Each of the audio recordings of Closed Session meetings, for which written minutes have been prepared and approved by the Corporate Authorities more than 18 months ago, shall be destroyed by the City Clerk on the next business day following the approval date of this Resolution, or as soon as practicable thereafter, including the following:

B. The verbatim record of any meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding, other than one brought to enforce this Act, unless the Corporate Authorities have made a determination that the verbatim record no longer requires confidential treatment or otherwise consents to disclosure with an approved resolution.

**Section 5.** The Mayor is authorized and directed to sign, and the City Clerk is authorized and directed to attest to, this Resolution.

PASSED this \_\_\_\_ day of January, 2024, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright	✓				
Commissioner Butler	✓				
Commissioner Ward	✓				
Commissioner Justison				✓	
Mayor Downs	✓				

APPROVED this 2<sup>nd</sup> day of January, 2024.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK



**PAMPHLET**

**RESOLUTION NO. 2024-02  
OF CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

**RESOLUTION APPROVING TERMINATION OF A REDEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CALEB REYNOLDS FOR THE  
REDEVELOPMENT OF THE EXISTING BUILDING AT 715 S. MAIN STREET**

## **RESOLUTION NO. 2024-02**

### **RESOLUTION APPROVING TERMINATION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CALEB REYNOLDS FOR THE REDEVELOPMENT OF THE EXISTING BUILDING AT 715 S. MAIN STREET**

WHEREAS, on August 1, 2023, the City of Hillsboro, Montgomery County, Illinois (the "City") approved Resolution No. 2023-07, authorized a Redevelopment Agreement by and between the City and Caleb Reynolds, a private individual, for the redevelopment of an existing commercial building located at 715 S. Main Street in the City of Hillsboro, Illinois (the "Redevelopment Agreement"); and,

WHEREAS, on August 3, 2023, the Redevelopment Agreement was executed by and between the City and Caleb Reynolds (the "Developer") which set for the terms, conditions, obligations, and benefits to be made available in consideration of the proposed Redevelopment Project; and,

WHEREAS, the Developer has determined not to complete the Redevelopment Project, and has submitted a request to the City for the termination of the Redevelopment Agreement; and,

WHEREAS, the City believes it to be in the best interest of the City to approve and acknowledge the termination of the Redevelopment Agreement between the parties, and release the parties from all obligations pursuant to the Redevelopment Agreement; and,

WHEREAS, an Acknowledgement of Termination of the Redevelopment Agreement has been prepared to formally terminate the obligations of the City and Developer under the Redevelopment Agreement as executed and approved by the City, a copy of which is attached hereto as Exhibit "1" and made a part hereof.

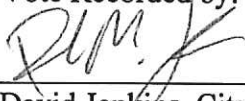
### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HILLSBORO, ILLINOIS, AS FOLLOWS:**

1. The request by the Developer to terminate the Redevelopment Agreement is hereby approved.
2. The Mayor of the City of Hillsboro is hereby authorized and directed to sign the Acknowledgement of Termination of Redevelopment Agreement on behalf of the City.
3. The City Clerk shall provide a duplicate original of the Acknowledgement to the Developer for their own recording.
4. The facts and statements contained herein are found to be true and correct and are hereby adopted as part of this Resolution.

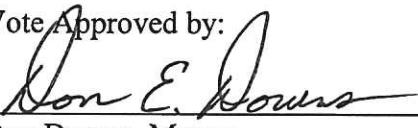
5. The Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

<u>Council Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Fred Butler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tommy Justison	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kendra Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Don Downs, Mayor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vote Recorded by:

  
\_\_\_\_\_  
David Jenkins, City Clerk

Vote Approved by:

  
\_\_\_\_\_  
Don Downs, Mayor

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Board of the City of Hillsboro, Montgomery County, Illinois in pamphlet form this 20<sup>th</sup> day of February, 2024.

STATE OF ILLINOIS        }  
SS                               }  
COUNTY OF MONTGOMERY }

I, David Jenkins, do hereby certify that I am the City Clerk of the City of Hillsboro, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION APPROVING TERMINATION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CALEB REYNOLDS FOR THE REDEVELOPMENT OF THE EXISTING BUILDING AT 715 S. MAIN STREET", duly passed by the Mayor and City Council of the City of Hillsboro as Resolution #2024-02, at a Regular Council meeting held on the 20<sup>th</sup> day of February, 2024, the Resolution being part of the official records of said City.

A handwritten signature in black ink, appearing to read "David Jenkins", is written over a horizontal line.

David Jenkins  
City Clerk

## ACKNOWLEDGEMENT OF TERMINATION OF REDEVELOPMENT AGREEMENT

This Acknowledgement of Termination of Redevelopment Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of February 2024, by and between CALEB REYNOLDS, a private individual, (hereinafter "Developer"), and the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, a municipal corporation, (hereinafter "City") (collectively City and Developer shall be referred to herein as "Parties").

### **RECITALS**

**WHEREAS**, the Developer and the City entered in to a Redevelopment Agreement dated August 3, 2023 as authorized by City Resolution No. 2023-07, relating to the Developer's renovation and redevelopment of an existing building located at 715 S. Main Street in the City of Hillsboro Tax Increment Financing District (hereinafter "Redevelopment Agreement"); and

**WHEREAS**, the Developer has determined not to complete the Redevelopment Project as defined in the Redevelopment Agreement, and as such, has submitted a written request to the City for the Redevelopment Agreement to be terminated and that the Developer be released from all obligations, conditions, and benefits under the Redevelopment Agreement (attached hereto as Exhibit "A" and incorporated herein by reference); and

**WHEREAS**, the City believes that the termination of the Redevelopment Agreement and release of the Developer from all obligations pursuant to said agreement is in the best interest of the City.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Redevelopment Agreement, and any obligations, conditions, or terms related thereto, are hereby terminated and of no further force and effect, and neither the Developer nor the City, nor any successors in interest, shall have any further obligation or liability to the other under the terms of the Redevelopment Agreement or any amendments thereto.

**IN WITNESS WHEREOF**, the signatures of the parties hereto by their duly authorized representatives have been made on the day and date first written above.

**CALEB REYNOLDS**

by: \_\_\_\_\_

Caleb Reynolds, Developer

**CITY OF HILLSBORO, ILLINOIS**

by: \_\_\_\_\_

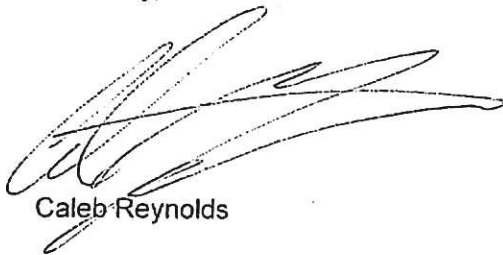
Don Downs, Mayor

City of Hillsboro,

Thank you very much for your help in getting the TIFF grant. However, I have decided to take a different path with the building at 715 S. Main St. I will be withdrawing my application at this time. I have not yet received any monies for this grant yet.

Again, thank you for all your help and consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'Caleb Reynolds', with a stylized, sweeping flourish extending to the right.

Caleb Reynolds

2 Feb 24

## **RESOLUTION NO. 2024-03**

### **RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND THE DRESSING ROOM, UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO**

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing Redevelopment Project Area (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project for the TIF District (the "TIF Plan"); and,

WHEREAS, The Dressing Room, an Illinois sole proprietor (the "Developer"), has submitted a proposal requesting consideration by the Corporate Authorities of the City for the use of TIF Funds to support a project which would cause for the redevelopment, renovation, and improvement of certain property within the TIF District which is used as the location of a Subway restaurant; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District for commercial purposes and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Hillsboro finds that it is in the best interest of the City to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the performance of improvements and repairs to existing buildings and property utilizing Business District funds, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF HILLSBORO, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The duly appointed Corporate Authority is hereby authorized to enter into a Redevelopment Agreement providing for the provision of financial support with Developer through the usage of TIF District funds, attached hereto as Exhibit "A" and made a part hereof.

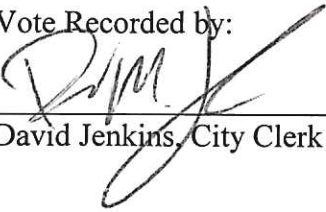
**SECTION 2.** The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Council Member	Aye	Nay	Abstain	Absent
Fred Butler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tommy Justison	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patrick Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kendra Wright	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Don Downs (Mayor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vote Recorded by:

  
\_\_\_\_\_  
David Jenkins, City Clerk

Vote Approved by:


  
\_\_\_\_\_  
Don Downs, Mayor

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Council of the City of Hillsboro, Montgomery County, Illinois in pamphlet form this 5<sup>th</sup> day of March, 2024.



STATE OF ILLINOIS        }  
SS                               }  
COUNTY OF MONTGOMERY }

I, David Jenkins, do hereby certify that I am the City Clerk of the City of Hillsboro, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND THE DRESSING ROOM, UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO", duly passed by the Mayor and City Council of the City of Hillsboro as Resolution #2024-03, at a Regular Council meeting held on the 5<sup>th</sup> day of March, 2024, the Resolution being part of the official records of said City.

  
\_\_\_\_\_  
David Jenkins  
City Clerk

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**

**EXISTING BUILDING ROOF REPAIR  
THE DRESSING ROOM – 221 S MAIN STREET**

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THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “Agreement”) is entered into on this 5<sup>th</sup> day of March, 2024, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and LINDA SAATHOFF DBA THE DRESSING ROOM (hereinafter known as the “Developer”).

**RECITALS**

- A. On September 10, 2013, in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the “TIF Act”), the City Council of the City (the “Corporate Authorities”) approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area (also known as the “TIF District”) and adopting the Hillsboro TIF Redevelopment Plan and Project (the “Redevelopment Plan” or “TIF Plan”).
- B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for redevelopment and improvement of certain property located within the TIF District which could not or would not be undertaken without the provision of TIF assistance from the City.
- C. The Corporate Authorities, after reviewing the redevelopment proposal submitted by the Developer and considering the benefits and impacts it will have on the City, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plans.

**COVENANTS AND AGREEMENTS**

**SECTION 1: The Redevelopment Project(s).** The Developer agrees, subject to the terms and conditions hereof, to undertake a redevelopment project located at approximately 221 S. Main Street in the City of Hillsboro, Illinois (Montgomery County PIN(s): 16-02-491-015) (the “Property”) which would cause for the repair of the roof of an existing commercial building to be used by the Developer in the operation of a commercial business (the “Redevelopment Project”).

The Redevelopment Project includes, but is not limited to:

- a) All preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) Renovation, repair, and redevelopment of the existing building and facilities on the Property which may include, but is not limited to:
  - 1. Roof repair and/or replacement.
- c) Any and all other remodeling, renovation, repair, redevelopment, exterior finishing, or other work to the existing building and Property in order for it to be suitable for the proposed or expected uses and in accordance with all federal, state, and local regulations of such a facility.
- d) Any and all ADA compliant improvements, site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed and approved by the City.

The Developer agrees that in order for the Redevelopment Project to be considered complete, the building(s) and property must be ready for occupation and use, performance of the proposed services or activities, and be in compliance with all relevant building codes, ordinances, or other regulations, all which shall be at the reasonable discretion of the City.

The Developer agrees to have the Redevelopment Project substantially completed within one-hundred twenty (120) days of the execution of this agreement. An extension to this deadline may be granted with written approval from the City, of which will not be unreasonably withheld.

The Developer agrees that all work and construction phases will be performed in accordance with all federal, state, and local laws, codes, ordinances, regulations, and other relevant policies which may pertain to the development of the proposed property.

The Developer agrees that the Redevelopment Project will include a minimum investment in the Property of at least **\$30,000.00** ("Required Minimum Investment") and that failure to make the Required Minimum Investment shall constitute a breach of contract, which will result in default of this agreement.

**SECTION 2: Incentive Payments.** Should the Developer comply with all the obligations in Section 1 and elsewhere in this Agreement in all material respects, the City agrees to reimburse the Developer for certain costs incurred during the completion of the Redevelopment Project ("Incentive Payments").

Pursuant to this Agreement, the City agrees to reimburse the Developer in an amount up to **one-hundred percent (100%)** of the total Eligible Redevelopment Project Costs



incurred by the Developer during the completion of the Redevelopment Project, not to exceed a maximum amount of \$ 18,000.00 , whichever is less (the "Reimbursement Amount").

Disbursement of funds will be in the form of a one-time grant payment and will only be eligible for disbursement upon completion of the entire Redevelopment Project and submission of proper Request for Reimbursement, as verified and approved by the City, in the City's reasonable discretion.

Payment will be exclusively for costs paid and incurred in connection with the Redevelopment Project which are authorized to be reimbursed or paid from the Special Allocation Fund as provided in Section 5/11-74.4-3(q) of the TIF Act ("Eligible Redevelopment Project Costs"). It will be the obligation of the Developer produce and submit to the City any and all Eligible Redevelopment Project Costs which they are requesting reimbursement for. Total payments to the Developer may not exceed the total Eligible Redevelopment Project Costs approved and verified to have been incurred during the completion of the Redevelopment Project as determined in the discretion of the City.

**SECTION 3: Requests for Payment.** The Developer agrees to submit Requests for Payment of the Reimbursement Amount in substantially the same form as set forth in Exhibit 1 ("Requests for Payment") within 30 days of completion of the Redevelopment Project. All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. It is the sole responsibility of the Developer to submit any all Requests for Payment at the time it believes all obligations of the Developer have been completed and payment may be eligible for disbursement in accordance with the terms of this Agreement. If proper Request for Payment is not submitted within 30 days of completion of the Redevelopment Project, and no extension to this deadline has been granted by the City, the City will have the right to immediately void this Agreement and all Incentive Payments owed to the Developer shall be forfeit.

**SECTION 4: Approval of Requests.** The City shall approve or disapprove any Requests for Payment within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

**SECTION 5: Disbursement of Payment.** Within 30 days of approval of any Request for Payment, the City shall pay the Developer for such approved Eligible

Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District.

**SECTION 6: Payment Limited to Special Allocation Fund.** Notwithstanding any other term or provision of this Agreement, the City's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District and from no other source. This Agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any payment or obligation identified herein.

**SECTION 7: Administration Fees.** The Developer agrees that all payment(s) received from the City may be subject to the deduction of an "Administration Fee" for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. Administration Fees will be calculated as an amount equal to **10%** of any payment made to the Developer from the City pursuant to this agreement, **not to exceed a total of \$1,500.00.** The City may waive this fee at their discretion.

**SECTION 8: Default and Remedies** The Developer agrees that if any of the following events occur within five (5) years after the disbursement of Incentive Payment(s) pursuant to this agreement (the "Effective Date"), the Developer may be considered to be in default of the Agreement, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer as part of this Agreement:

- a) Failure to complete the Redevelopment Project within the required timeframe.
- b) Failure to provide evidence that the Developer has made the Required Minimum Investment upon completion of the Redevelopment Project after written notice and expiration of 30 day's opportunity to cure.
- c) The Redevelopment Project or Property is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes and such condition is not remedied within 120 days of written notice of such determination.
- d) The property is sold, or ownership is transferred without written consent from the City. The City agrees and promises that such consent will not be unreasonably withheld.
- e) The building(s)/property is not being used for authorized or otherwise approved purposes.
- f) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.



- g) The Property becomes exempt from the payment of property taxes, or the Developer protests or appeals the assessed value of the property.
- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof that at any time are not paid in full at the time they become due, and such nonpayment continues for a period of 30 days after written notice of default.

If any of the foregoing default occurs within five (5) years from the Effective Date, and such default is not timely cured, the Developer will return to the City 100% of any financing assistance provided pursuant to this agreement.

Upon the occurrence of a default or a breach which results in either party to undertaking any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

The City reserves the right to pursue recovery of any and all payments made to the Developer pursuant to this Agreement at their own discretion after material default by Developer. Request for repayment will be required to be made in writing to the Developer and is not automatically triggered by the above-mentioned events.

**SECTION 9: Personal Guarantee.** It is expressly agreed that the signatory of this Agreement on behalf of the Developer shall be personally liable for all payments or obligations for payment to the City which have resulted from default or breach of this Agreement.

**SECTION 10: No Personal Liability.** All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

**SECTION 11: City Not Liable for Developer Obligations.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 11 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

**SECTION 12: Actions or Obligations of Developer.** The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

**SECTION 13: Provision Enforceability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**SECTION 14: Assignment.** The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. Any unpermitted assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

**SECTION 15: No Joint Venture, Agency, or Partnership Created.** Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership,

agency, or joint venture between or among the City and any party being the Developer.

**SECTION 16: Force Majeure.** Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Developer to proceed with construction of the Redevelopment Project or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; pandemic or epidemic; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer or the City in bad faith, shall not act to delay any payment obligation under this Agreement, and further provided that the party seeking an extension notifies the other party.

**SECTION 17: Entire Agreement and Amendments.** The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing and have not relied upon legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and that no other such agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

***[SIGNATURE PAGE TO FOLLOW]***

**IN WITNESS WHEREOF**, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.





**CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

By: Don E. Downs Date: 3-5-24  
Don Downs, Mayor

**LINDA SAATHOOF DBA THE DRESSING ROOM**

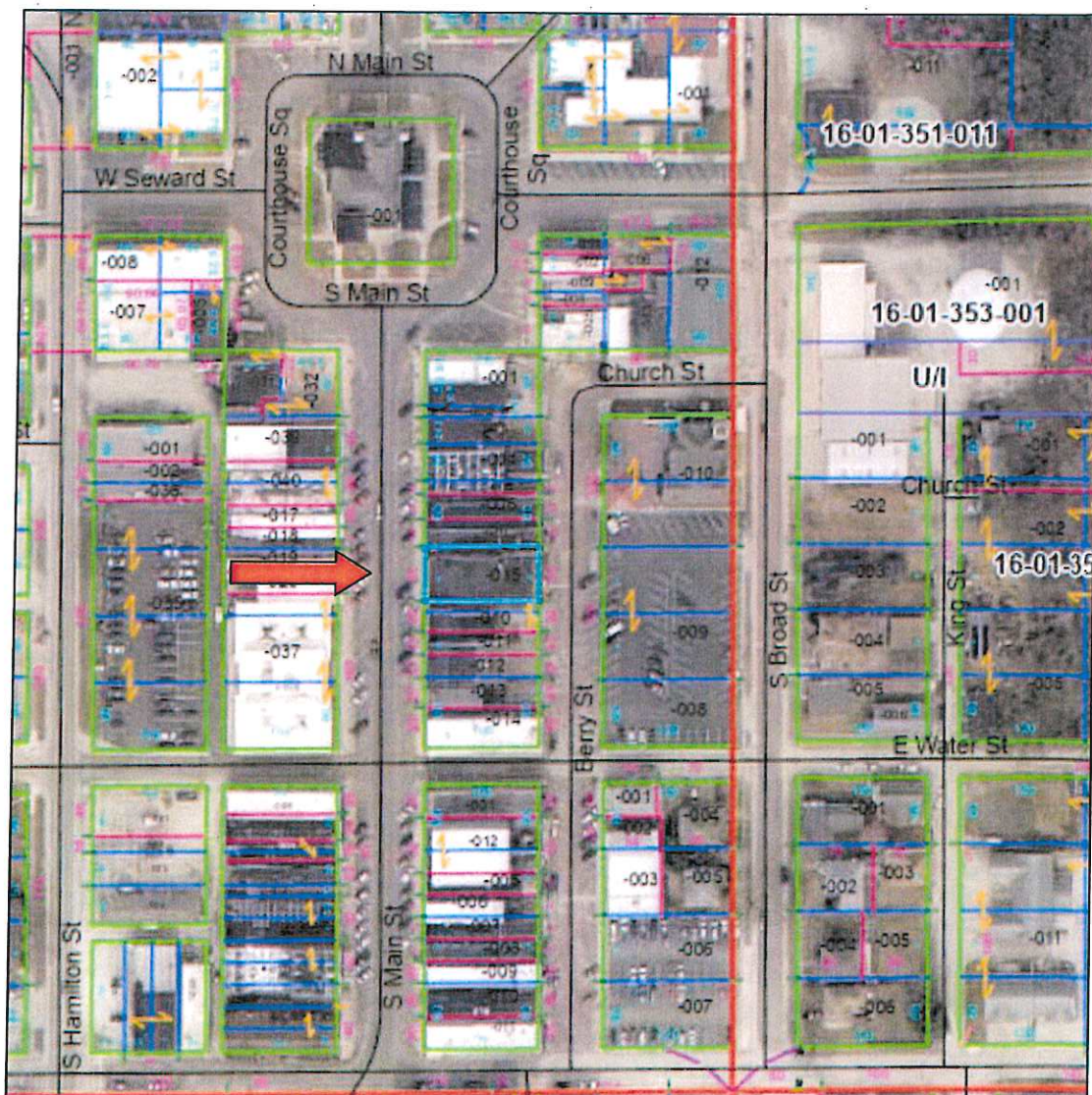
By: Linda Saathoff Date: 3-6-24  
Linda Saathoff, Owner

**APPENDIX A**  
**PROJECT LOCATION**

---

Address:
221 S. Main Street, Hillsboro, IL 62049
Montgomery County PIN(s):
16-02-491-015
Legal:
N 50 FT LOT 55 ORIGINAL TOWN 8-4-1344 & 1345 S T00 R

Project Location Map:



**EXHIBIT 1**

**REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS**

## REQUEST FOR REIMBURSEMENT PAYMENT FORM

TO: City of Hillsboro  
Attn: TIF Administrator  
447 S. Main Street  
Hillsboro, Illinois 62049

You are hereby requested and directed to make payment from the Special Allocation Fund for reimbursement of Eligible Redevelopment Project Costs incurred pursuant to the following Redevelopment Agreement:

Name of Agreement Holder/Developer: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Request #: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

With this request I am including (check one):

☐ No new or additional project costs

[ ] The following new/additional project costs: (include evidence of all costs submitted)

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>
<b><u>TOTAL COSTS SUBMITTED:</u></b>		

\*Please attach additional pages, spreadsheets, and other documents as necessary

**\*\*All listed costs must be supported with proof of payment**

**ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION FORM**  
**REQUEST FOR REIMBURSEMENT CERTIFICATION FORM**

The undersigned, on behalf and with the permission of the Developer, hereby states and certifies to the City that:

1. Each item listed herein is a Redevelopment Project Cost and was incurred in connection with the performance of the Redevelopment Project.
2. All taxes attributable to the Property have been paid in full to date.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement, **proof of which is attached.**
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with all obligations and terms of the Agreement.

Signed & Certified: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date: \_\_\_\_\_

Approved Payment Amount:

\$ \_\_\_\_\_

Approved By:

\_\_\_\_\_

Title:

\_\_\_\_\_



**CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

By: Don E. Downs Date: 3-5-24  
Don Downs, Mayor

**LINDA SAATHOOF DBA THE DRESSING ROOM**

By: Linda Saathoff Date: 3-6-24  
Linda Saathoff, Owner

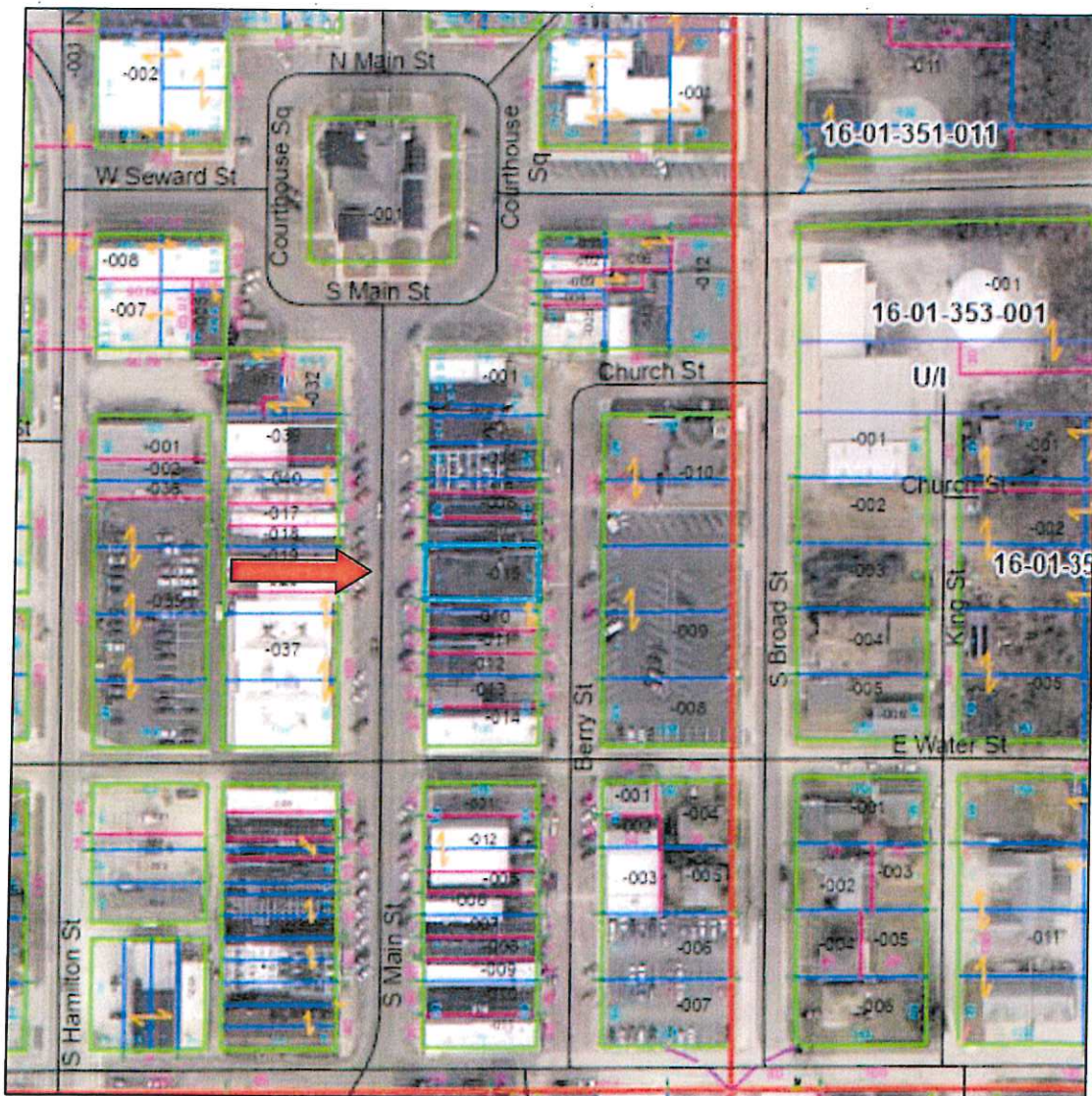
**APPENDIX A  
PROJECT LOCATION**

---



Address:
221 S. Main Street, Hillsboro, IL 62049
Montgomery County PIN(s):
16-02-491-015
Legal:
N 50 FT LOT 55 ORIGINAL TOWN 8-4-1344 & 1345 S T00 R

Project Location Map:



**EXHIBIT 1**

**REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS**

REQUEST FOR REIMBURSEMENT PAYMENT FORM

TO: City of Hillsboro  
Attn: TIF Administrator  
447 S. Main Street  
Hillsboro, Illinois 62049

You are hereby requested and directed to make payment from the Special Allocation Fund for reimbursement of Eligible Redevelopment Project Costs incurred pursuant to the following Redevelopment Agreement:

Name of Agreement Holder/Developer: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Request #: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

With this request I am including (check one):

- ☐ No new or additional project costs  
☐ The following new/additional project costs: (include evidence of all costs submitted)

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>
<u>TOTAL COSTS SUBMITTED:</u>		

\*Please attach additional pages, spreadsheets, and other documents as necessary  
\*\*All listed costs must be supported with proof of payment

**ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION FORM**  
**REQUEST FOR REIMBURSEMENT CERTIFICATION FORM**

The undersigned, on behalf and with the permission of the Developer, hereby states and certifies to the City that:

1. Each item listed herein is a Redevelopment Project Cost and was incurred in connection with the performance of the Redevelopment Project.
2. All taxes attributable to the Property have been paid in full to date.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement, **proof of which is attached.**
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with all obligations and terms of the Agreement.

Signed & Certified: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date: \_\_\_\_\_

Approved Payment Amount:

\$ \_\_\_\_\_

Approved By:

\_\_\_\_\_

Title:

\_\_\_\_\_



**City of Hillsboro, Illinois**

**Resolution No. 2024-04**

**A Resolution of the City of Hillsboro, Illinois adopting the  
2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation  
Plan**

WHEREAS the City of Hillsboro, Illinois recognizes the threat that natural hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within Hillsboro; and

WHEREAS the County of Montgomery has prepared a natural hazards mitigation plan, hereby known as the 2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and

WHEREAS the 2024 Montgomery County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Hillsboro from the impacts of future hazards and disasters; and

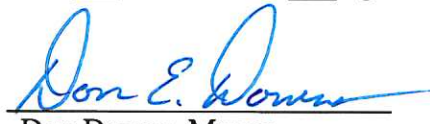
WHEREAS adoption by the City of Hillsboro demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HILLSBORO, ILLINOIS, THAT:


The City of Hillsboro adopts the 2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

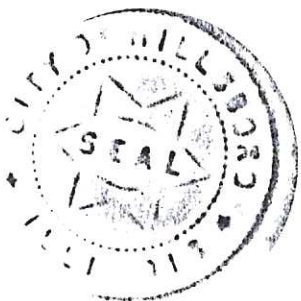
ADOPTED by a vote of 4 in favor and 0 against, and 0 abstaining, this 5<sup>th</sup> day of March, 2024.

CERTIFIED by

  
Don Downs, Mayor  
City of Hillsboro

ATTESTED by

  
David Jenkins, City Clerk  
City of Hillsboro



**RESOLUTION NO. 2024-05**

**A RESOLUTION TO HOLD A PUBLIC HEARING ON A PROPOSAL TO EXCHANGE  
REAL ESTATE OWNED BY THE CITY OF HILLSBORO, ILLINOIS**

WHEREAS, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") has determined that it is advisable, necessary, and in the public interest that the City hold a public hearing on a proposal to exchange real estate between the City of Hillsboro and Randy McFarlin, pursuant to 65 ILCS 5/11-76.2-1, *et seq.*

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, as follows:

**Section 1.** That the Corporate Authorities approve and the Mayor be and is hereby authorized and directed to sign and the City Clerk is directed to attest and cause the publication of a Public Hearing Notice concerning a proposal to exchange real estate between the City of Hillsboro and Randy McFarlin, pursuant to 65 ILCS 5/11-76.2-1, *et seq.*, that said public hearing be held on May 7, 2024 during the regular meeting of the Hillsboro City Council at City Hall, 447 South Main Street, Hillsboro, Illinois, at the hour of 7:00 p.m. and that the Public Hearing Notice be published in the form as approved by the Mayor with the advice of the City's attorneys.

**Section 2.** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance, which are hereby declared to be separable.

**Section 3.** All ordinances, resolutions, motions, or parts thereof in conflict with this Ordinance are hereby superseded.

**Section 4.** This Resolution is effective upon its passage, approval, and publication as required by law.

**Section 5.** The Mayor is authorized and directed to sign, and the City Clerk is authorized and directed to attest to, this Resolution.

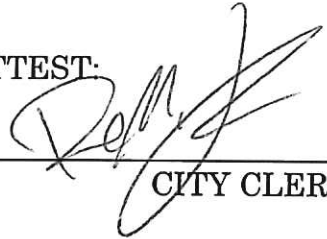
**Section 5.** The Mayor is authorized and directed to sign, and the City Clerk is authorized and directed to attest to, this Resolution.

PASSED this 2<sup>nd</sup> day of April, 2024, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright					
Commissioner Butler					
Commissioner Ward					
Commissioner Justison					
Mayor Downs					

APPROVED this 2<sup>nd</sup> day of April, 2024.

  
MAYOR

ATTEST:  
  
CITY CLERK





Resolution for Maintenance  
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2024-07	Supplemental	24-00000-00-GM

BE IT RESOLVED, by the Council of the City of Hillsboro Illinois that there is hereby appropriated the sum of Two-Hundred and sixty thousand Dollars ( \$260,000.00 ) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24 .

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Hillsboro shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I David Jenkins City Clerk in and for said City of Hillsboro in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Hillsboro at a meeting held on 05/07/24 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7<sup>th</sup> day of May 2024 .

(SEAL)



Clerk Signature

*[Signature]*

APPROVED

Regional Engineer  
Department of Transportation

*[Signature]*

Date

*[Signature]*

## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District

**CITY OF HILLSBORO, ILLINOIS**

**RESOLUTION NO. 2024-08**

**A RESOLUTION REGARDING CLOSURE OF ROUTE 16  
AND ROUTE 127 FOR OLD SETTLERS PARADE**

**WHEREAS**, the Old Settlers Association is sponsoring a parade in City of Hillsboro, Montgomery County, Illinois (the “City”), which event constitutes a public purpose; and

**WHEREAS**, the Old Settlers parade will require the temporary closure Illinois Route 16 and Illinois Route 127, which are state highways in the City, as follows:

- Illinois Route 127 (South Main Street): from Summer Street to School Street (Illinois Route 16); and
- Illinois Route 16 (School Street): from South Main Street (Illinois Route 127) to Chase Street; and
- Illinois Route 16 & Illinois Route 127 (South Main Street, Tillson Street, South Hamilton Street, & Springfield Road): from School Street to South Oak Street.

**WHEREAS**, section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**, that permission to close Illinois Route 16 and Illinois Route 127, as designated above, be requested of the Department of Transportation from the hours of 6:00 p.m. to 8:00 p.m. on Thursday, August 8, 2024.

**BE IT FURTHER RESOLVED**, that this closure is for the public purpose of conducting a parade as part of an annual community celebration, namely the Old Settlers parade.

**BE IT FURTHER RESOLVED**, that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department of Transportation and which is conspicuously marked for the benefit of traffic diverted from the state highway, which detour routes shall be as follows:

- Illinois Route 127 shall be closed to northbound traffic at Summer Street. Traffic shall be diverted and rerouted west onto West Summer Street, then



north onto South Oak Street, then west onto Springfield Road (Illinois Route 16 & Illinois Route 127); and

- Illinois Route 127 shall be closed to southbound traffic at South Oak Street. Traffic shall be diverted and rerouted south onto South Oak Street, then east onto West Summer Street, then south onto South Main Street (Illinois Route 127); and
- Illinois Route 16 shall be closed to westbound traffic at Chase Street. Traffic shall be diverted and rerouted south onto Chase Street, then west onto East Summer Street, across South Main Street (Illinois Route 127) and onto West Summer Street, then north onto South Oak Street, then west onto Springfield Road (Illinois Route 16 & Illinois Route 127); and
- Illinois Route 16 shall be closed to eastbound traffic at South Oak Street. Traffic shall be diverted and rerouted south onto South Oak Street, then east onto West Summer Street, across South Main Street (Illinois Route 127) and onto East Summer Street, then north onto Chase Street, then east onto School Street (Illinois Route 16); and
- Illinois Route 127 traffic wishing to access Illinois Route 16 and Illinois Route 16 traffic wishing to access Illinois Route 127 shall utilize the above detour routes.

BE IT FURTHER RESOLVED, that the City assumes full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall, at the expense of the City, be positioned at each end of the closed section and at other points, such as intersections, as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing

described above.

BE IT FURTHER RESOLVED, that the City shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.


PASSED this 7<sup>th</sup> day of May, 2024, by roll call votes as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Present</u>
Commissioner Wright	/			
Commissioner Butler	/			
Commissioner Ward	/			
Commissioner Justison	/			
Mayor Downs	/			

APPROVED by the Mayor of the City of Hillsboro, Illinois this 7<sup>th</sup> day of May, 2024.

ATTEST:

  
CITY CLERK

  
MAYOR



**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2024-09**

**A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE**  
**(PART OF P.I.N. 12-18-300-002)**

**WHEREAS**, the City of Hillsboro, Illinois (the "City") an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/11-76-4.1) provides that the corporate authorities of a municipality may, by resolution, authorize the sale of surplus public real estate; and

**WHEREAS**, the City is the owner of a tract of real estate situated at Meisenheimer Avenue in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

Part of the Southwest Quarter of Section 18, Township 9 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Beginning at a found iron pin at the northwest corner of Parcel "A" per Survey Plat recorded June 13, 1980, in slide 59 in the Office of the Montgomery County Recorder of Deeds; thence South 00 degrees 30 minutes 26 seconds East along the west line of said Parcel "A", a distance of 120.55 feet to a found iron pin at the southwest corner of said Parcel "A", a distance of 120.55 feet to a found iron pin at the southwest corner of said Parcel "A"; thence South 89 degrees 32 minutes 31 second West along the west extension of the south line of said Parcel "A", a distance of 242.98 feet to a point on a non-tangent curve having a radius of 276.89 feet whose center bears North 98 degrees 34 minutes 20 second East from said point; thence Northeasterly along said curve through a central angle of 30 degrees 17 minutes 24 seconds, an arc distance of 146.38 feet; thence South 84 degrees 55 minutes 41 second East, a distance of 210.88 feet to the point of beginning, containing 0.705 acres, more or less.

P.I.N.: Part of 12-18-300-002

(hereinafter, the "Real Estate"); and

**WHEREAS**, the City has determined that said Real Estate is no longer useful or necessary to the operation of the City and, therefore, is surplus real estate; and

**WHEREAS**, the City has been provided with an appraisal of said Real Estate from Donna J. Howard, MAI, of DJ Howard & Associates, Inc., which indicates the fair market value of the Real Estate is \$9,400.00 (Nine Thousand Four Hundred Dollars); and

**WHEREAS**, Michael & Carrie Alexander have offered to purchase said Real Estate for the sum of \$9,400.00 (Nine Thousand Four Hundred Dollars); and

**WHEREAS**, it is in the best interest of the City that the Real Estate be sold as set forth herein.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:***

**SECTION 1:** The recitals contained above in the preamble of this Resolution are hereby incorporated herein by reference, the same as if set forth in this Section of this Resolution verbatim, as findings of the City Council of the City of Hillsboro, Illinois.

**SECTION 2:** The value of the Real estate is hereby determined to be \$9,400.00 (Nine Thousand Four Hundred Dollars).

**SECTION 3:** The Mayor, the City Clerk, and the City's attorneys are hereby authorized to do all things and take all actions necessary and appropriate to sell the Real Estate to Michael & Carrie Alexander for the sum of \$9,400.00 (Nine Thousand Four Hundred Dollars).

**SECTION 4:** The size, use, and zoning of the said Real Estate are as follows:

*Size:* 0.705± acres

*Use:* Municipal/vacant

*Zoning:* R-1

**SECTION 5:** The City Clerk is hereby directed to publish this Resolution at the first opportunity following its passage in *The Journal-News*.

**SECTION 6:** The said appraisal of the Real Estate from Donna J. Howard, MAI, shall be filed with the City Clerk and made available for public inspection at City Hall.

**SECTION 7:** All resolutions, motions, or parts thereof in conflict with this Resolution are hereby superseded.

**SECTION 8:** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 9:** This Resolution shall be in full force and effect from and after its passage as provided by law.

Adopted this 21<sup>st</sup> day of May, 2024, by roll call votes as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright					
Commissioner Butler					
Commissioner Ward					
Commissioner Justison					
Mayor Downs					

APPROVED by the Mayor of the City of Hillsboro, Illinois this 21<sup>st</sup> day of May, 2024.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2024-10**

**A RESOLUTION AUTHORIZING AND APPROVING A PETITION TO BE FILED WITH  
THE ZONING BOARD OF APPEALS REQUESTING RECOMMENDATION AS TO  
TEXT AMENDMENTS TO THE ZONING CODE**

WHEREAS, the City of Hillsboro, Illinois (the “City”) an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, Section 40-10-30 of the Revised Code of Ordinances of Hillsboro, Illinois (hereinafter, the “Code”) provides, in pertinent part, that “[t]he City Council may amend this [Zoning] Code in accordance with State law and the provisions of this Section” and that “[a]mendments [to the Zoning Code] may be proposed by the City Council, the Zoning Board, the Plan Commission, the Zoning Administrator or any party in interest”; and

WHEREAS, Section 40-10-31 of the Code provides that every proposed amendment to the Zoning Code shall be filed with the Zoning Administrator; and

WHEREAS, Section 40-10-32 of the Code provides that the Zoning Board of Appeals shall hold a public hearing on every proposed amendment to the Zoning Code; and

WHEREAS, Section 40-10-33 of the Code provides that the Zoning Board of Appeals shall, after the public hearing, submit its advisory report to the City Council regarding any proposed amendment to the Zoning Code; and

WHEREAS, Section 40-10-34 of the Code provides that the City Council shall act on every proposed amendment at their next regularly scheduled meeting following submission of the advisory report of the Zoning Board of Appeals and, without further public hearing, may approve or disapprove any proposed amendment or may refer it back to the Zoning Board of Appeals for further consideration; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to petition the Zoning Board of Appeals to consider and make recommendations regarding amendments to the Zoning Code, as described hereinbelow.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:***



**SECTION 1:** The recitals contained above in the preamble of this Resolution are hereby incorporated herein by reference, the same as if set forth in this Section of this Resolution verbatim, as findings of the City Council of the City of Hillsboro, Illinois.

**SECTION 2:** The Mayor is hereby authorized and directed to execute such documents as may be necessary to petition the Zoning Board of Appeals, as herein authorized, to consider and make recommendations regarding amendments to the Zoning Code, including, but not limited to, the following:

A. Amending section 40-2-2 to provide a term and a definition for devices or assemblies of devices that are ground installed and use solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property.

B. Amending section 40-4-91 to include such devices or assemblies of devices as a permitted use in the "I-1" Industrial District.

The City Clerk is hereby authorized to acknowledge and attest to such petition and such other documents and to affix thereto the seal of the City as may be necessary to effectuate the intent of this Resolution.

**SECTION 3:** All resolutions, motions, or parts thereof in conflict with this Resolution are hereby superseded to the extent that they may conflict.

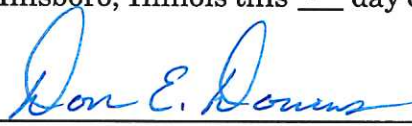
**SECTION 4:** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage as provided by law.

Adopted this 4<sup>th</sup> day of June, 2024, by roll call votes as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright	/				
Commissioner Butler	/				
Commissioner Ward	/				
Commissioner Justison					/
Mayor Downs	/				

APPROVED by the Mayor of the City of Hillsboro, Illinois this 4<sup>th</sup> day of June, 2024.

  
MAYOR

ATTEST:

  
CITY CLERK

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2024-11**

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION  
MINUTES OF THE CITY COUNCIL OF THE CITY OF HILLSBORO**

**WHEREAS**, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") has, on occasion, believed it necessary to meet in Closed Session, also known as Executive Session, and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1 *et seq.*); and

**WHEREAS**, the minutes of Closed Sessions have been duly recorded by the City Clerk pursuant to the requirement of the Open Meetings Act; and

**WHEREAS**, the Open Meetings Act also requires periodic review of minutes of Closed Sessions by the Corporate Authorities in order to determine whether the need for confidentiality still exists as to all or part of those minutes or that the minutes or portions thereof no longer require confidential treatment and are available for public inspection; and

**WHEREAS**, the City Council of the City of Hillsboro have caused the Closed Session minutes to be reviewed and have ascertained that certain sets of minutes identified herein are approved for content and are available for release for public inspection and other sets of minutes identified herein have been approved but the need for confidentiality still exists.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**, as follows:

**Section 1.** That the recitals set forth above are incorporated as Section 1 of this Resolution.

**Section 2.** The Corporate Authorities previously adopted Resolution 2024-01 and determined with respect to Closed Session Minutes that the following set of Closed Session minutes were approved for content but the need for confidentiality still existed:

January 11, 2022

March 8, 2022



March 22, 2022

January 17, 2022

March 29, 2022

December 5, 2023

July 12, 2022

The Corporate Authorities further determined in Resolution 2024-01 that, for the balance of the term of this City Council, the above-listed Close Session minutes need not be presented for review and consideration again, but may be presented for review and consideration at any periodic review of minutes of Closed Sessions upon the request of any member of the City Council in order to determine whether the need for confidentiality still exists as to all or part of those minutes or that the minutes or portions thereof no longer require confidential treatment and shall be made available for public inspection.

**Section 3.** The Corporate Authorities have determined with respect to Closed Session Minutes that the following set of Closed Session minutes are approved for content and available for release for public inspection:

December 19, 2024

**Section 4.** All other Closed Session minutes, which have been duly recorded by the City Clerk, which have not previously been approved for release for public inspection, and which are not listed in Section 2 of this Resolution, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved resolution that supersedes the determinations of the Corporate Authorities set forth in this Resolution.

**Section 5.** The Open Meetings Act requires that a verbatim record of all Closed Session meetings be kept in the form of an audio or video recording and that such recordings can be destroyed without local records commission approval pursuant to the Local Records Act but only after the Corporate Authorities (a) approve the written meeting minutes for each completed Closed Session meeting and (b) authorize the destruction of such recordings, provided at least 18 months has passed since the completion of the meeting recorded. The Corporate Authorities have elected to maintain a verbatim record of all Closed Session meetings in the form of audio recordings. The Corporate Authorities make the following determinations:

A. Each of the audio recordings of Closed Session meetings, for which written minutes have been prepared and approved by the Corporate Authorities more than 18 months ago, shall be destroyed by the City Clerk on the next business day following the approval date of this Resolution, or as soon as practicable thereafter, including the following:

B. The verbatim record of any meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding, other than one brought to enforce this Act, unless the Corporate Authorities have made a determination that the verbatim record no longer requires confidential treatment or otherwise consents to disclosure with an approved resolution.

**Section 6.** The Mayor is authorized and directed to sign, and the City Clerk is authorized and directed to attest to, this Resolution.

PASSED this 18<sup>th</sup> day of June, 2024, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright	/	/			
Commissioner Butler	/	/			
Commissioner Ward	/	/			
Commissioner Justison	/	/			
Mayor Downs	/	/			

APPROVED this 18<sup>th</sup> day of June, 2024.

  
MAYOR

ATTEST:  
  
CITY CLERK

**RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS**

**Resolution No. 2024-12**

WHEREAS, the City Council of the City of Hillsboro, Illinois will take action to submit a Rebuild Downtowns and Main Streets Capital Grant application,

WHEREAS, receipt of grant assistance is essential to allow the City of Hillsboro to undertake the project to rehabilitate the downtown infrastructure to support business and to encourage downtown patronage,

WHEREAS, criteria are such that financial participation by the grantee is required to be competitive for the program funds, and

WHEREAS, the City of Hillsboro has certain monies allocated for the above-referenced project with cash on hand, from its Business District Program in the amount of 25 percent or up to \$250,000.

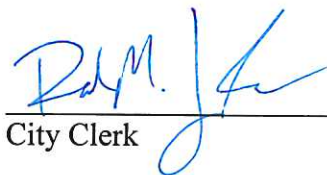
NOW, THEREFORE, BE IT RESOLVED THAT the City of Hillsboro does hereby support the project to improve the downtown infrastructure and upgrade the sidewalk accessibility, to enhance the historic downtown experience and to increase foot traffic and will commit the match funds.

PASSED and APPROVED at its regular City Council Meeting, held on the 18<sup>th</sup> day of June, 2024.



Mayor

ATTEST:

  
City Clerk



RESOLUTION NO.: 2024-13

DATE: July 2, 2024

Whereas, the current electric municipal aggregation program to all residential and qualified small businesses will expire in October 2024; and

Whereas, the City Council of the City of Hillsboro, Illinois has determined that it is desirable to continue the municipal electric aggregation program so long as the City can secure a competitive supply rate; and

Whereas, the City would like to combine their electrical aggregation loads with similar communities for cost efficiencies to provide a favorable energy rate; and

Whereas, City Council and Village Boards meetings of these communities meet at different times and dates; and

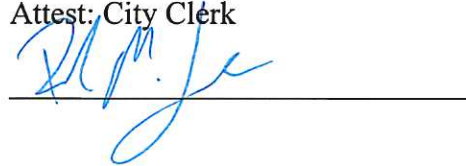
Whereas, the energy markets move each day and suppliers do not have the ability to hold competitive prices for an extended time;

Now therefore, be it resolved that by the adoption of this Resolution, the Mayor or Designee is authorized and directed to seek bids from responsible low bidders in order to negotiate and enter into a wholesale electricity supply contract for the City on terms as deemed appropriate and with said contract to be in the best interest of the City. This process and potential contract shall include residents, qualified small businesses and not exceed three (3) years in length and the Mayor or designee will report to the City Council the outcome of the solicitation as soon as is reasonable possible.

Mayor:



Attest: City Clerk



MOTION: Ward

SECOND: Butler

VOTING: Ayes: 3                      Nays: 0

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2024-14**

**A RESOLUTION FOIA OFFICERS FOR THE CITY OF HILLSBORO**

**WHEREAS**, the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requires the City designate FOIA Officers who are to receive FOIA requests, ensure that responses to FOIA requests are made in a timely fashion, and perform such other responsibilities as provided for in FOIA; and

**WHEREAS**, FOIA requires the City to submit to the Public Access Counselor of the Illinois Attorney General's Office the names of its FOIA Officers; and

**WHEREAS**, the City Council of the City of Hillsboro, Montgomery County, Illinois, has recently approved and passed Ordinance No. 1800, entitled *An Ordinance Amending Section 22-3-2(A) of the Revised Code Regarding Designation of the City's Freedom of Information Act Officer(s)*; and

**WHEREAS**, prior to amendment, Section 22-3-2(A) specified that the "City Administrative Assistant" was designated as Freedom of Information Act officer.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**, as follows:

**Section 1.** That the recitals set forth above are incorporated as Section 1 of this Resolution.

**Section 2.** That David Jenkins, as City Clerk, and any other individuals who may subsequently hold that position, is hereby designated as FOIA Officer to whom all initial requests for access to the records of the City shall be referred.

**Section 3.** That Randy Leetham, as Chief of Police, and any other individuals who may subsequently hold that position, is hereby designated as FOIA Officer to whom all initial requests for access to the records of the Police Department shall be referred.

**Section 4.** That notice of such designations and any subsequent designations shall be made to the Public Access Counselor of the Illinois Attorney General's Office.

**Section 5.** That all newly appointed City Clerks and Chiefs of Police shall automatically become a FOIA Officer, shall complete the required FOIA training within thirty (30) days after assuming the position, and shall provide notice of appointment to the Public Access Counselor.

**Section 6.** That the Mayor is authorized and directed to sign, and the City Clerk is authorized and directed to attest to, this Resolution, which shall be in full force and effect from and after its passage and approval.

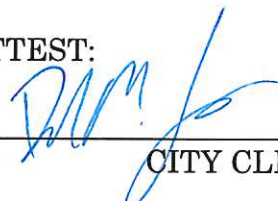
PASSED this 16<sup>th</sup> day of July, 2024, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright	/				
Commissioner Butler	/				
Commissioner Ward	/				
Commissioner Justison	/				
Mayor Downs	/				

APPROVED this 16<sup>th</sup> day of July, 2024.

  
MAYOR

ATTEST:

  
CITY CLERK





Resolution for Improvement  
Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2024-15

Section Number

23-00034-00-SW

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Hillsboro

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Tremont Street (Jefferson St to Oak St)	0.1		Jefferson Street	Oak Street
Jefferson Street (Tremont St to Summer St)	0.07		Tremont Street	Summer Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction consists of curb and gutter replacement, driveway pavement replacement and sidewalk replacement

2. That there is hereby appropriated the sum of Fifteen Thousand

Dollars ( \$300,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, David Jenkins

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Hillsboro

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Hillsboro

at a meeting held on August 06, 2024

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6<sup>th</sup> day of August, 2024

Day

Month, Year





(SEAL)



Resolution for Improvement  
Under the Illinois Highway Code



Clerk Signature

Date

*D.M.J.*

8/6/24

Approved

Regional Engineer

Department of Transportation

Date

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2024-16

**A RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF AN  
ACCESS EASEMENT AGREEMENT**

WHEREAS, the City of Hillsboro, Illinois (the "City") is an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the City is the owner of certain real property in Montgomery County, Illinois, comprising approximately 77.16 acres, more or less, which is identified by P.I.N. 11-36-200-029; and

WHEREAS, on May 7, 2024, the corporate authorities approved Ordinance No. 1789, *An Ordinance Authorizing the Exchange of Real Estate Owned by the City of Hillsboro*, pursuant to the provisions of 65 ILCS 5/11-76.2-3, *et seq.*; and

WHEREAS, the other party to the exchange authorized and contemplated by Ordinance No. 1789 has requested, as an additional term to the transaction contemplated thereby, an access easement across real estate owned by the City (identified by P.I.N. 11-36-200-029) from Glenn Shoals Drive to an approximately 2.5-acre parcel identified by P.I.N. 11-36-200-027, the easement area of which is legally described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 9 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Northeast Quarter; thence North 00 degrees 23 minutes 47 seconds West along the west line of the Northwest Quarter of said Northeast Quarter, a distance of 630.57 feet; thence North 67 degrees 27 minutes 23 seconds East, a distance of 105.96 feet to the point of beginning.

From said point of beginning; thence North 11 degrees 21 minutes 19 seconds East, a distance of 35.95 feet; thence North 27 degrees 03 minutes 07 seconds West, a distance of 48.29 feet; thence North 67 degrees 27 minutes 23 seconds East, a distance of 36.14 feet; thence South 27 degrees 03 minutes 07 seconds East, a distance of 48.29 feet; thence South 11 degrees 21 minutes 19 seconds West,

a distance of 35.95 feet; thence South 67 degrees 27 minutes 23 seconds West, a distance of 36.14 feet to the point of beginning.

P.I.N.: Part of 11-36-200-029

(hereinafter, the "Easement Area"); and

WHEREAS, the City has negotiated, in conjunction with the terms and conditions authorized by Ordinance No. 1789, the grant of a nonexclusive permanent easement to the owner of P.I.N. 11-36-200-027 to allow the owner continued access to that parcel from Glenn Shoals Drive; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-76-4.1) provides that the corporate authorities of a municipality may, by resolution, authorize the sale of surplus public real estate; and

WHEREAS, a copy of a proposed *Access Easement Agreement* has been presented to the corporate authorities prior to the meeting at which this Resolution is being adopted; and

WHEREAS, the requested easement is depicted and/or described in the *Access Easement Agreement*, which includes a plat of survey attached thereto as "Exhibit A"; and

WHEREAS, the corporate authorities find that the "existing field road" identified and depicted in "Exhibit A" to the plat of survey has been used by the users for an unknown amount of time without any known interference with, of, or to the City's property rights; and

WHEREAS, the corporate authorities find that the value of the easement rights to be conveyed are *de minimis* and are in furtherance of the transactions contemplated by Ordinance No. 1789; and

WHEREAS, approval of the *Access Easement Agreement* will further the purposes and intentions of Ordinance No. 1789 and lead to consummation of the transactions contemplated thereby; and

WHEREAS, the corporate authorities have considered the terms and conditions provided in the *Access Easement Agreement* and find that entering into said agreement is in the best interests of the City and the residents thereof.

***NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:***

**SECTION 1:** The recitals contained above in the preamble of this

Resolution are hereby incorporated herein by reference, the same as if set forth in



this Section of this Resolution verbatim, as findings of the City Council of the City of Hillsboro, Illinois.

**SECTION 2:** The value of the easement rights to be conveyed is hereby determined to be *de minimis* and of no consequential value.

**SECTION 3:** The size, use, and zoning of the said Easement Area is as follows:

*Size:* 0.030± acres  
*Use:* Municipal/vacant  
*Zoning:* R-1

**SECTION 4:** The Mayor is authorized and directed to enter into the *Access Easement Agreement* on behalf of the City. The Mayor, the City Clerk, the City's attorneys, and such other agents of the City are hereby authorized to do all things and take all actions necessary and appropriate to convey the easement rights described herein and to otherwise effectuate the purposes and intentions of this Resolution and of Ordinance No. 1789.

**SECTION 5:** All past, present, and future acts and doings of the officials of the City that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized, and confirmed.

**SECTION 6:** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution, which are hereby declared to be separable.

**SECTION 7:** All resolutions, motions, policies, or parts thereof in conflict with this Resolution are hereby superseded on the effective date hereof.



**SECTION 8:** This Resolution shall be in full force and effect from and after its passage as provided by law.

**SECTION 9:** The City Clerk is hereby directed to publish this Resolution at the first opportunity following its passage in *The Journal-News*.

PASSED this 17<sup>th</sup> day of September, 2024, by roll call votes as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright	/				
Commissioner Butler	/				
Commissioner Ward	/				
Commissioner Justison	/				
Mayor Downs	/				

APPROVED by the Mayor of the City of Hillsboro, Illinois this 17<sup>th</sup> day of September, 2024.

ATTEST:

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CITY CLERK

**Prepared By & Return To:**

Christopher E. Sherer  
Giffin, Winning, Cohen & Bodewes, P.C.  
900 Community Drive  
Springfield, IL 62703  
(217) 525-1571

FOR RECORDER'S USE ONLY

**ACCESS EASEMENT AGREEMENT**

This AGREEMENT (this "Agreement") dated as of the date last signed below is entered into by and between **CITY OF HILLSBORO, an Illinois municipal corporation ("Grantor")**, and **INDENTURE TRUST OF DORIS M. McFARLIN DATED MARCH 7, 2000 ("Grantee")**.

WHEREAS, Grantor is the owner of certain real property in Montgomery County, Illinois, comprising approximately 77.16 acres, more or less, which is, at the time of this Agreement, presently identified by P.I.N. 11-36-200-029 (the "Grantor's Parcel"); and

WHEREAS, Grantor's Parcel includes property commonly known as the Lake Glenn Shoals South Marina, including an access and parking area, and a public roadway known as Glenn Shoals Drive; and

WHEREAS, Grantee is the owner of certain real property in Montgomery County, Illinois, comprising approximately 2.5 acres, more or less, which is, at the time of this Agreement, presently identified by P.I.N. 11-36-200-027 (the "Grantee's Parcel"); and

WHEREAS, Grantee's Parcel provides Grantee with access to other parcels of real estate currently owned by Grantee via what is depicted and described on **Exhibit A** (attached hereto and incorporated herein by reference) as an "existing field road" (the "Field Road"); and

WHEREAS, the Field Road has, for the several years last passed, been accessed from Glenn Shoals Drive and extends from Grantee's Parcel north into Grantor's Parcel before connecting to Glenn Shoals Drive; and

WHEREAS, Grantee desires to acquire a perpetual, royalty free, non-exclusive easement upon, over, and across a portion of the Grantor's Parcel for the purposes of vehicular and pedestrian ingress to the Grantee's Parcel from a public road (Glenn Shoals Drive); vehicular and pedestrian egress from Grantee's Parcel to a public road (Glenn Shoals Drive); and for the purposes of repairing, maintaining, improving, and modifying the Field Road located in the Easement Area, as defined below, for said ingress and egress purposes (collectively, these purposes shall be known as the "Access Purposes").

NOW THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), of other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, and the undertakings herein, the parties agree as follows:

1. Easement. Grantor hereby grants to Grantee for the benefit of the Grantee's Parcel, a perpetual, royalty free, non-exclusive easement upon, over and across that portion of the Grantor Parcel depicted and/or described on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area") for the Access Purposes (the "Easement").

2. Modification. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the owner of the Grantor's Parcel and the owner of the Grantee's Parcel, and then only by written instrument duly executed in recordable form and duly recorded in the office of the County Recorder of Montgomery County, Illinois.

3. Easement Runs with the Land. The Easement and the rights granted and obligations assumed herein are perpetual, shall run with the Grantor's Parcel and the Grantee's Parcel and shall be binding upon and inure to the benefit of each party hereto and his, her, its, or their respective successors, assigns, trustees, beneficiaries, heirs, personal representatives, tenants, employees, agents, contractors, customers and invitees. The Easement is an easement appurtenant not an easement in gross.

4. Remedies; Attorney's Fees and Waiver. In the event that either party shall fail to perform any obligation created under this Agreement or shall violate any covenant or restriction or easement agreement imposed by this Agreement, the other party shall be entitled to exercise all remedies available at law or equity, including suit for injunctive relief and/or for any damages caused by such failure or violation. Furthermore, in the event either party brings an action against the other party for failure to perform any such obligation or for a violation of this Agreement, the successful party shall be entitled to collect court costs and reasonable attorney's fees from the other party. The failure of a party to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the



right to enforce any other provision.

5. Covenants and Agreements.

a. Grantor covenants that it alone has full right to grant the Easement. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easement without any hindrance, molestation, or ejection by any party whomsoever provided that Grantee comply with all covenants and agreements under this Agreement which apply to Grantee.

b. Grantor and Grantee shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Easement that would adversely affect Grantee's ownership or use of the Easement or Grantor's ownership or use of Grantor's Parcel.

c. Grantor will not directly or indirectly improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Easement Area, if such improvement or interest would interfere with the Access Purposes. Grantor, for itself, and its successors and assigns, hereby agrees to use commercially reasonable efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any activity prohibited by this subparagraph.

d. The Easement shall be used by Grantor for only the Access Purposes.

6. Notices. Any notices to be given hereunder by either of the parties hereto to the other shall be personally delivered or may be deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to the party for whom intended as follows:

To Grantor: City of Hillsboro  
Attn: City Clerk  
447 South Main Street  
Hillsboro, IL 62049

To Grantee: Indenture Trust of Doris M. McFarlin Dated March 7, 2000  
Attn: Trustee  
8068 S. Illinois Route 127  
Hillsboro, IL 62049

Either party may change its address at any time by notifying the other, in writing, of such change. Service of any such notice shall be deemed complete at the time of



delivery.

7. Recording. This Agreement shall be recorded by Grantee. Grantor agrees to cooperate with Grantee and execute any property tax forms as may be required by state or local jurisdiction to record the Agreement.

8. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.

9. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those express herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

11. Effective Date. This Agreement shall be effective on the date that the Grantor executes this Agreement.

12. Homestead. The undersigned waives any and all rights under the Homestead Exemption laws of the State of Illinois.

IN WITNESS WHEREOF, GRANTOR has set its hand to be affixed hereto, this 17<sup>th</sup> day of September, 2024.

CITY OF HILLSBORO, ILLINOIS,  
an Illinois municipal corporation

(Affix corporate seal here)

By: Don E. Dowd

Its Mayor

Attest: DAMP

City Clerk

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, Do Hereby Certify That DON E. DOWNS, personally known to me to be the Mayor of the municipal corporation who is the Grantor, and DAVID JENKINS, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such CITY OF HILLSBORO Mayor and CITY OF HILLSBORO City Clerk of said municipal corporation, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, given by the City Council of said municipal corporation as its free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes set forth.

Given under my hand and seal, this 18 day of September, 2024.

  
NOTARY PUBLIC

Exempt under the provisions of the Real Estate  
Transfer Tax Law, 35 ILCS 200/31-45(b)(1).

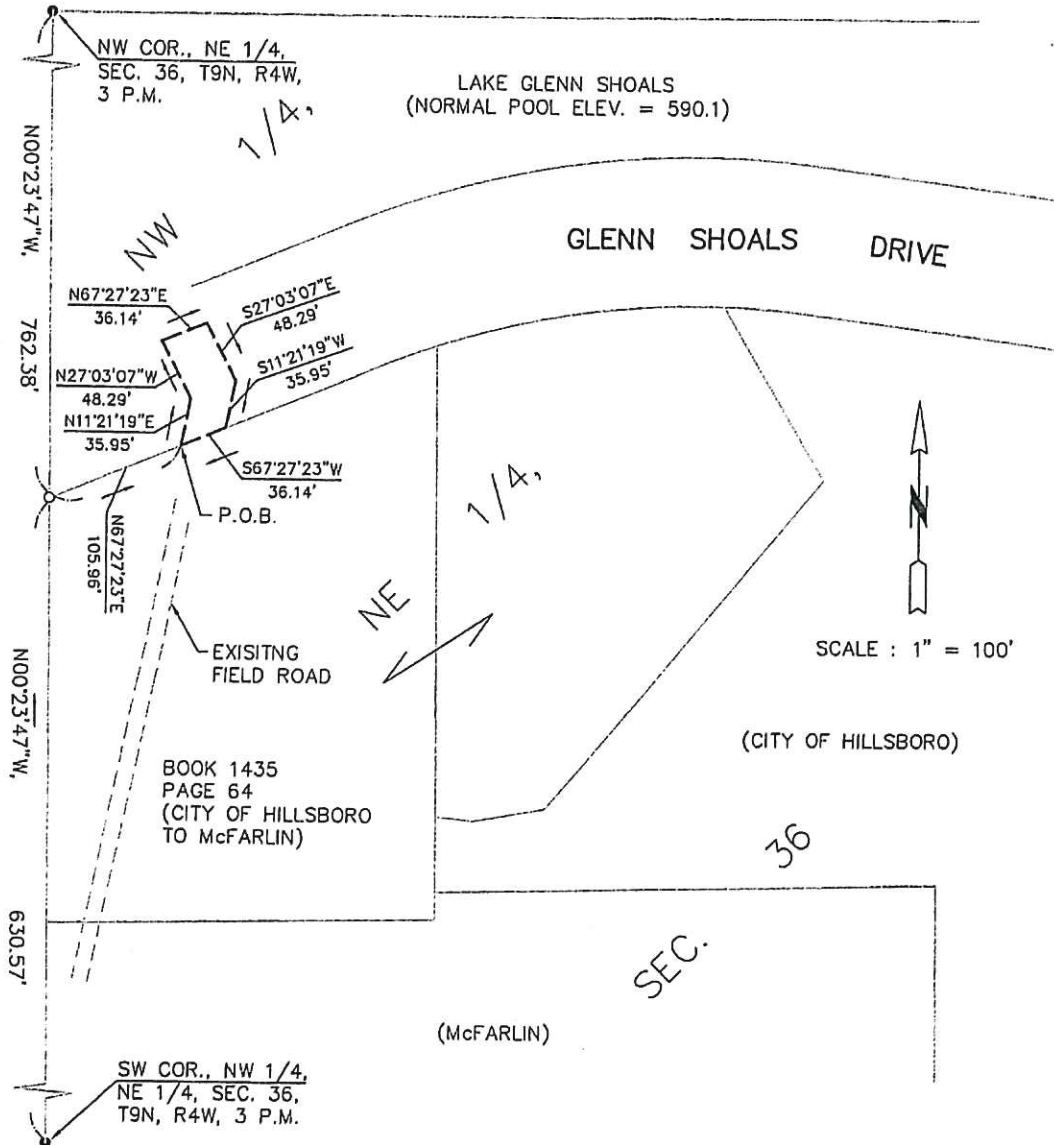
\_\_\_\_\_  
Date                      Grantor, Grantee, or Representative



FOR : City of Hillsboro  
c/o Fred Butler  
441 South Main Street  
Hillsboro, Illinois  
62049

**INGRESS/EGRESS EASEMENT**  
(SEE SHEET 2 FOR LEGAL DESCRIPTION)

**Nail**  
**Land**  
**Surveying**  
Litchfield, Illinois



**LEGEND**

- - IRON PIN FOUND
- - IRON PIN SET



LICENSE EXPIRES 11/30/2024

FIELD WORK COMPLETED ON 2/21/2024.

BEARINGS ARE ASSUMED.

NO TITLE SEARCH WAS PROVIDED FOR THIS SURVEY WHICH MAY DISCLOSE ANY RECORDS OF EASEMENTS, RIGHT OF WAYS, ENCUMBRANCES, OR ANY OTHER FACTS RELATED TO THIS PROPERTY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

*Carl J. Nail*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3136

DATE : *March 1, 2024*

SHEET 1 OF 2 SHEETS

JOB NO. 2022005

## LEGAL DESCRIPTION

(Pt. NW 1/4, NE 1/4, Sec. 36, T9N, R4W, 3 P.M.)

Part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 9 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Northeast Quarter; thence North 00 degrees 23 minutes 47 seconds West along the west line of the Northwest Quarter of said Northeast Quarter, a distance of 630.57 feet; thence North 67 degrees 27 minutes 23 seconds East, a distance of 105.96 feet to the point of beginning.

From said point of beginning; thence North 11 degrees 21 minutes 19 seconds East, a distance of 35.95 feet; thence North 27 degrees 03 minutes 07 seconds West, a distance of 48.29 feet; thence North 67 degrees 27 minutes 23 seconds East, a distance of 36.14 feet; thence South 27 degrees 03 minutes 07 seconds East, a distance of 48.29 feet; thence South 11 degrees 21 minutes 19 seconds West, a distance of 35.95 feet; thence South 67 degrees 27 minutes 23 seconds West, a distance of 36.14 feet to the point of beginning.



**RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS**  
**FOR ITEP GRANT**

**Resolution No. 2024-17**

WHEREAS, the City Council of the City of Hillsboro, Illinois will take action to submit an Illinois Transportation Enhancement Program Grant application,

WHEREAS, receipt of grant assistance is essential to allow the City of Hillsboro to undertake Phase II of the City's Multi-Use Trail System,

WHEREAS, criteria are such that financial participation by the grantee is required to be competitive for the program funds, and

WHEREAS, the City of Hillsboro pledges to match up to 20 percent of the funds for this project.

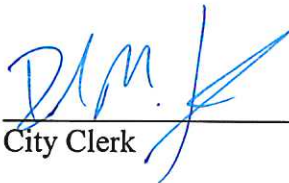
NOW, THEREFORE, BE IT RESOLVED THAT the City of Hillsboro does hereby support Phase II of the City's Multi-Use Trail System and will commit the match funds.

PASSED and APPROVED at its regular City Council Meeting, held on the 17<sup>th</sup> day of September, 2024.



\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

## RESOLUTION CONCERNING PROJECT LABOR AGREEMENTS

WHEREAS, the City of Hillsboro, Illinois, (the "CITY") annually expends substantial sums in the purchase of construction goods and services on property owned by the CITY and

WHEREAS, said expenditures constitute a major investment in regard to the CITY Wastewater Treatment Plant property, and the CITY finds itself competing in the private marketplace for these construction goods and services, and,

WHEREAS, time lost due to labor strife and jurisdictional disputes can cause serious delays in the completion of construction projects and consequently can cause an increase in the cost of said construction projects, and,

WHEREAS, there are trade unions that are recognized by the National Labor Relations Board, and which have as their primary duties the negotiation of wages and hours, no-strike agreements, and other matters on behalf of their members, and, furthermore, have control of the apprenticeship of new members and the continued training of current members, and

WHEREAS, Project Labor Agreements have generally proven to be of particular economic benefit to property owners, including states and their political subdivisions, for their major construction, alteration, painting, or repair projects (including any closely interrelated series of projects), particularly those which extend for a substantial period of time and involve a substantial number of construction contractors and subcontractors or a substantial number of construction trades and specialized craft workers, and,

WHEREAS, Project Labor Agreements facilitate the timely and efficient completion of such projects by:

- a. Making available a ready and adequate supply of highly trained and skilled craft workers, and,

- b. Permitting public and private owners and contractors to more accurately predict project labor costs at the bidding stage, and,
- c. Establishing working conditions for all construction crafts for the duration of the project, and,
- d. Providing a legally enforceable means of assuring labor stability and labor peace over the life of such project thereby reducing the possibility of interruptions and delays resulting from labor disputes,

and,

WHEREAS, the generally short term nature of employment in the construction industry makes post-hire collective bargaining difficult and unrealistic, and

WHEREAS, the National Labor Relations Act, 29 U.S.C. Section 151, et. seq., allows for a collective bargaining agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, and

WHEREAS, the courts have upheld the right of states and their subdivisions, as proprietors, to enter into construction contracts with project managers or general contractors which contain said Project Labor Agreement provisions and have found such Project Labor Agreement provision not to be in violation of preemption under the National Labor Relations Act or Employer Retirement Income Security Act, the Equal Protection and Due Process Clauses of the 14th Amendment, and the Sherman Anti-Trust Act. 15 U.S.C., Section 1, et. seq.

NOW, THEREFORE, in view of the foregoing economic benefits to be derived by the CITY through such Project Labor Agreements,

IT IS HEREBY RESOLVED:

That the City of Hillsboro, Illinois and its committees, departments and agents shall henceforth, with respect to the construction, alteration, painting, or repair of its property, as a part of the specifications in regard to such construction, alteration, painting, or repair of its property, require that any successful bidder enter into the attached "Southwestern IL Building and Trades Council Illinois Project Labor Agreement@ (or as hereafter amended), (attached hereto and marked as Attachment No. 1) covering such construction, alteration, painting, or repair projects, unless the CITY or its committees, departments or agents make a written determination that, because of the circumstances of a project in question, the benefits of not requiring a Project Labor Agreement substantially exceed the benefits of requiring such a Project Labor Agreement.

APPROVED THIS 1<sup>st</sup>  
DAY OF October, 2024

Respectfully Submitted,

Don E. Downs

(Name)

MAYOR

(Title)



CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2024-19

**A RESOLUTION APPROVING AND AUTHORIZING THE NEGOTIATION,  
EXECUTION, AND DELIVERY OF A LEASE AGREEMENT REGARDING REAL  
ESTATE OWNED BY THE CITY OF HILLSBORO**

**WHEREAS**, there has been presented to and there is now before the meeting of the City Council (the “corporate authorities”) of the City of Hillsboro, Montgomery County, Illinois (the “City”), at which this Resolution is adopted a “REAL ESTATE LEASE AGREEMENT” (the “Agreement”) with regard to real estate owned by the City, namely the former scout camp on City Lake Road (part of P.I.N. 11-36-400-042).

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:***

**SECTION 1:** That the Agreement, in substantially the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

**SECTION 2:** That, for and on behalf of the City, the Mayor is hereby authorized to negotiate the final form of the Agreement and to accept the said Agreement, and the City Clerk is hereby authorized to attest to the same.

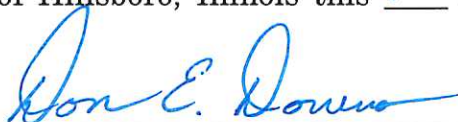
PASSED by the City Council of the City of Hillsboro, Illinois, this 15<sup>th</sup> day of October, 2024, as follows:

Ayes:	<u>5</u>
Nays:	<u>0</u>
Present:	<u>50</u>
Abstain/Absent:	<u>0</u>

APPROVED by the Mayor of the City of Hillsboro, Illinois this 15<sup>th</sup> day of October, 2024.

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
MAYOR

Project Lead Service Line Replacement Phase 2  
L17 7096

**RESOLUTION AUTHORIZING A  
REPRESENTATIVE TO SIGN  
LOAN DOCUMENTS**

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City Council of the City of Hillsboro authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the City Council of the City of Hillsboro that the Mayor is hereby authorized to sign all loan application forms and documents.

Resolved this 15<sup>th</sup> day of October, 20 24.

Name: Don E. Douens  
Title: MAYOR  
(Mayor, Village President, etc.)

Certified to be a true and accurate copy, passed and adopted on the above date.

Name: D.M. JC  
Title: City Clerk  
(Clerk, Secretary, etc.)



**RESOLUTION NO. 2024-21**

**RESOLUTION AUTHORIZING THE USE OF BUSINESS DISTRICT SPECIAL ALLOCATION FUNDS FOR A REDEVELOPMENT PROJECT OCCURRING AT 1449 VANDALIA ROAD  
(RAISE THE BAR ADDITION)**

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the redevelopment project areas established pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et. seq.* (the "Business District Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the Business District Act to utilize special allocation funds where available to accomplish the goals and objectives set forth for the redevelopment project area; and,

WHEREAS, Heather Greenwood d/b/a Raise the Bar (the "Developer"), has submitted a proposal requesting consideration by the City Council of the City of Hillsboro for the use of special allocation funds from the City to support a redevelopment project which will cause for the construction of a new addition to an existing commercial building on certain property located within the Business District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for redevelopment and improvement of property within this specially designated redevelopment project area and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the Business District Act to utilize special allocation funds to support economic development efforts in accordance with the goals of the established Redevelopment Plan for Business District; and,

WHEREAS, the Corporate Authorities of the City of Hillsboro finds that it is in the best interest of the City of Hillsboro to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the performance of certain redevelopment project activities, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF HILLSBORO, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The Mayor is hereby authorized to enter into a Redevelopment Agreement using special allocation funds with Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The Mayor is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.



**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by 65 ILCS 5/1-2-4.

Passed by the City Council of the City of Hillsboro, Illinois on the 5<sup>th</sup> day of November, 2024 on the following roll call vote:

NAME	AYE	NAY	ABSTAIN	ABSENT
Fred Butler, Commissioner	/			
Tommy Justison, Commissioner	/			
Patrick Ward, Commissioner	/			
Kendra Wright, Commissioner	/			
Don Downs, Mayor	/			
<b>TOTAL</b>	5	0		

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Council of the City of Hillsboro, Montgomery County, Illinois in pamphlet form this 5<sup>th</sup> day of November, 2024.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_





STATE OF ILLINOIS       }  
SS                               }  
COUNTY OF MONTGOMERY }

I, David Jenkins, do hereby certify that I am the City Clerk of the City of Hillsboro, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING THE USE OF BUSINESS DISTRICT SPECIAL ALLOCATION FUNDS FOR A REDEVELOPMENT PROJECT OCCURING AT 1449 VANDALIA ROAD (RAISE THE BAR ADDITION)" duly passed by the Mayor and City Council of the City of Hillsboro as Resolution #2024-21, at a Regular Council meeting held on the 5<sup>th</sup> day of November, 2024, the Resolution being part of the official records of said City.

Dated this 5<sup>th</sup> day of November, 2024.

  
\_\_\_\_\_  
City Clerk

## RESOLUTION NO. 2024-22

### **RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND JOHN REYNOLDS, UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO**

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing Redevelopment Project Area (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project for the TIF District (the "TIF Plan"); and,

WHEREAS, John Reynolds, a private individual (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council (the "Corporate Authorities") for the use of revenues collected pursuant to the TIF Act to support a project which would cause for the redevelopment, renovation, and improvement of certain property within the TIF District which shall be used for commercial purposes; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District for these purposes and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize funds collected pursuant to the Act to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Hillsboro finds that it is in the best interest of the City to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the performance of improvements and repairs to existing buildings and property utilizing eligible special allocation funds, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF HILLSBORO, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The Mayor is hereby authorized to enter into a Redevelopment Agreement using special allocation funds with Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The Mayor is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.


**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by 65 ILCS 5/1-2-4.

Passed by the City Council of the City of Hillsboro, Illinois on the 19<sup>th</sup> day of November, 2024 on the following roll call vote:

NAME	AYE	NAY	ABSTAIN	ABSENT
Fred Butler, Commissioner	/			
Tommy Justison, Commissioner			/	
Patrick Ward, Commissioner	/			
Kendra Wright, Commissioner			/	
Don Downs, Mayor	/			

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Council of the City of Hillsboro, Montgomery County, Illinois in pamphlet form this 19<sup>th</sup> day of November, 2024.

  
\_\_\_\_\_  
DON DOWNS  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK



STATE OF ILLINOIS        }  
SS                               }  
COUNTY OF MONTGOMERY }

I, David Jenkins, do hereby certify that I am the City Clerk of the City of Hillsboro, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND JOHN REYNOLDS, UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO", duly passed by the Mayor and City Council of the City of Hillsboro as Resolution #2024-22, at a Regular Council meeting held on the 19<sup>th</sup> day of November, 2024, the Resolution being part of the official records of said City.



---

David Jenkins  
City Clerk



## **RESOLUTION NO. 2024-23**

### **RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CORNER BLOCK GROUP, LLC, UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO**

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing Redevelopment Project Area (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project for the TIF District (the "TIF Plan"); and,

WHEREAS, Corner Block Group, LLC, a private organization (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council (the "Corporate Authorities") for the use of revenues collected pursuant to the TIF Act to support a project which would cause for the redevelopment, renovation, and restoration of certain property within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District for these purposes and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize funds collected pursuant to the Act to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Hillsboro finds that it is in the best interest of the City to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the performance of improvements and repairs to existing buildings and property utilizing eligible special allocation funds, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF  
THE CITY OF HILLSBORO, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The Mayor is hereby authorized to enter into a Redevelopment Agreement using special allocation funds with Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The Mayor is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

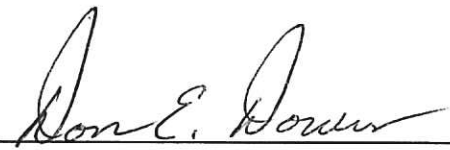
**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by 65 ILCS 5/1-2-4.

Passed by the City Council of the City of Hillsboro, Illinois on the 19<sup>th</sup> day of November, 2024 on the following roll call vote:

NAME	AYE	NAY	ABSTAIN	ABSENT
Fred Butler, Commissioner	/			
Tommy Justison, Commissioner			/	
Patrick Ward, Commissioner	/			
Kendra Wright, Commissioner			/	
Don Downs, Mayor	/			

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Council of the City of Hillsboro, Montgomery County, Illinois in pamphlet form this 19<sup>th</sup> day of November, 2024.

  
\_\_\_\_\_  
DON DOWNS  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK



STATE OF ILLINOIS       }  
SS                               }  
COUNTY OF MONTGOMERY }

I, David Jenkins, do hereby certify that I am the City Clerk of the City of Hillsboro, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CORNER BLOCK GROUP, LLC, UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO", duly passed by the Mayor and City Council of the City of Hillsboro as Resolution #2024-23, at a Regular Council meeting held on the 19<sup>th</sup> day of November, 2024, the Resolution being part of the official records of said City.



---

David Jenkins  
City Clerk





Resolution for Maintenance  
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2024-24	Original	25-00000-00-GM

BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Hillsboro Illinois that there is hereby appropriated the sum of Two-Hundred and  
Name of Local Public Agency  
sixty thousand Dollars ( \$260,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/25 to 12/31/25 .  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Hillsboro  
Local Public Agency Type Name of Local Public Agency  
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I David Jenkins City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Hillsboro in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Hillsboro at a meeting held on 11/19/24 .  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19<sup>th</sup> day of November, 2024 .  
Day Month, Year



Clerk Signature  
DLM

APPROVED

Regional Engineer Department of Transportation	Date



**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2024-25**

**A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE**  
**(PART OF P.I.N. 12-18-300-012)**

**WHEREAS**, the City of Hillsboro, Illinois (the “City”) an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/11-76-4.1) provides that the corporate authorities of a municipality may, by resolution, authorize the sale of surplus public real estate; and

**WHEREAS**, the City is the owner of a tract of real estate situated at Meisenheimer Avenue in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

Part of the Fractional Northwest Quarter of Section 30, Township 9 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Beginning at a found iron pin at the northeast corner of a parcel of land as described in Warranty Deed in Book 1786, Page 382 (Doc. #202200002745); thence South 00 degrees 31 minutes 59 seconds East along the east line of said parcel, a distance of 956.37 feet to a found iron pin at the southeast corner of said parcel; thence North 87 degrees 49 minutes 11 seconds East, a distance of 195.14 feet to Lake Glenn Shoals water easement contour elevation of 605 (based on normal pool elevation of 590.1); thence Northeasterly along the meandering water easement contour elevation of 605 to a point that bears North 44 degrees 21 minutes 01 second East, a distance of 24.57 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 07 degrees 39 minutes 21 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 81.65 feet; thence North 05 degrees 12 minutes 53 seconds East and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 57.02 feet; thence North 16 degrees 31 minutes 24 seconds East and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 103.92 feet to said water easement contour elevation of 605; thence Northerly along the meandering water easement

contour elevation of 605 to a point that bears North 22 degrees 52 minutes 51 seconds East, a distance of 79.98 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 22 degrees 05 minutes 52 seconds East and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 86.56 feet; thence North 52 degrees 20 minutes 38 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 31.66 feet; thence North 23 degrees 43 minutes 54 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 27.89 feet to said water easement contour elevation of 605; thence Northwesterly and Southeasterly along the meandering water easement contour elevation of 605 to a point that bears North 18 degrees 03 minutes 25 seconds East, a distance of 188.79 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 70 degrees 16 minutes 08 seconds East and 50 feet off the now or future shoreline of said Lake Glenn Shoal, a distance of 83.27 feet; thence North 21 degrees 07 minutes 06 seconds East and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 42.07 feet; thence North 05 degrees 44 minutes 17 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 116.96 feet to said water easement contour elevation of 605; thence Northwesterly and Northeasterly along the meandering water easement contour elevation of 605 to a point that bears North 30 degrees 53 minutes 22 seconds West, a distance of 160.79 feet; thence South 88 degrees 57 minutes 53 seconds West, a distance of 330.17 feet to the point of beginning, containing 243,969 square feet, more or less (5.601 acres, more or less).

P.I.N.: Part of 12-18-300-012

(hereinafter, the "Real Estate"); and

**WHEREAS**, the City has determined that said Real Estate is no longer useful or necessary to the operation of the City and, therefore, is surplus real estate; and

**WHEREAS**, the City has been provided with an appraisal of said Real Estate from Donna J. Howard, MAI, of DJ Howard & Associates, Inc., which indicates the fair market value of the Real Estate is \$56,000.00 (Fifty-Six Thousand and No/100 Dollars); and

**WHEREAS**, pages 16 and 17 of said appraisal further include an aerial view and a survey of the Real Estate; and

**WHEREAS,** Thomas & Margaret Marcrande have offered to purchase said Real Estate for the sum of \$56,000.00 (Fifty-Six Thousand and No/100 Dollars), plus payment of the costs and expenses incurred by the City associated with such sale; and

**WHEREAS,** Thomas & Margaret Marcrande own an adjoining parcel of real estate, which is identified by P.I.N. 12-30-100-001; and

**WHEREAS,** it is in the best interest of the City that the Real Estate be sold as set forth herein.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:***

**SECTION 1:** The recitals contained above in the preamble of this Resolution are hereby incorporated herein by reference, the same as if set forth in this Section of this Resolution verbatim, as findings of the City Council of the City of Hillsboro, Illinois.

**SECTION 2:** The value of the Real estate is hereby determined to be \$56,000.00 (Fifty-Six Thousand and No/100 Dollars).

**SECTION 3:** The Mayor, the City Clerk, and the City's attorneys are hereby authorized to do all things and take all actions necessary and appropriate to sell the Real Estate to Thomas & Margaret Marcrande for the sum of \$56,000.00 (Fifty-Six Thousand and No/100 Dollars).

**SECTION 4:** The size, use, and zoning of the said Real Estate are as follows:

*Size:* 5.601± acres

*Use:* Municipal/vacant

*Zoning:* R-1

**SECTION 5:** The City Clerk is hereby directed to publish this Resolution at the first opportunity following its passage in *The Journal-News*.

**SECTION 6:** The said appraisal of the Real Estate from Donna J. Howard, MAI, shall be filed with the City Clerk and made available for public inspection at City Hall.

**SECTION 7:** All resolutions, motions, or parts thereof in conflict with this Resolution are hereby superseded.

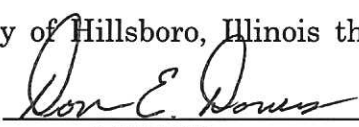
**SECTION 8:** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 9:** This Resolution shall be in full force and effect from and after its passage as provided by law.

Adopted this 17<sup>th</sup> day of December, 2024, by roll call votes as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright	/				
Commissioner Butler	/				
Commissioner Ward	/				
Commissioner Justison	/				
Mayor Downs	/				

APPROVED by the Mayor of the City of Hillsboro, Illinois this 17<sup>th</sup> day of December, 2024.

  
MAYOR

ATTEST:  
  
CITY CLERK