CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-01

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 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 Closed 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 further 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:

August 6, 2024 September 3, 2024

For the balance of the term of this City Council, the above-listed Closed 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 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 or Section 3 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.

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 7th day of January, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 7th day of January, 2025.

MAYOR

ATTEST:

CITY CLERK

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-02

A RESOLUTION AWARDING A PROPOSAL UNDER THE MUNICIPAL DESIGN-BUILD AUTHORIZATION ACT FOR REPLACEMENT OF THE CENTRAL PARK POOL

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, "[t]he corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper", 65 ILCS 5/1-2-1; and

WHEREAS, from 1937 through 2023, the City maintained and operated a public swimming pool (the "Central Park Pool"); and

WHEREAS, the corporate authorities determined that the Central Park Pool had reached the end of its useful life, and it was not opened in 2024; and

WHEREAS, in 2024, the City properly solicited proposals for design-build services for replacement of the Central Park Pool; and

WHEREAS, the Municipal Design-Build Authorization Act, 65 ILCS 5/11-39.2-1, *et seq.* (the "Act"), authorizes the City to use design-build processes to increase the efficiency and effectiveness of delivering public projects; and

WHEREAS, the City complied with the provisions of the Act and sought proposals for design-build services for replacement of the Central Park Pool; and

WHEREAS, proposals were received from Capri Pools & Aquatics and from Westport Pools; and

WHEREAS, the corporate authorities have determined that it is necessary and in the City's best interest to accept the proposal of Capri Pools & Aquatics (the "Proposal") pending successful negotiations for a contract or agreement to perform design-build services for replacement of the Central Park Pool.

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 corporate authorities of the City hereby accept the Proposal from Capri Pools & Aquatics, pending successful negotiations for a contract or agreement to perform design-build services for replacement of the Central Park Pool. The Mayor (or designee) is hereby authorized and directed to negotiate a contract or agreement for approval at a later date. The Mayor is hereby authorized to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The City Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees, and/or agents of the City shall take all action as may be necessary or reasonably required to carry out and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. The City Clerk is also authorized and directed to affix the Seal of the City to such documentation as is deemed necessary. The corporate authorities hereby ratify any previous action taken to effectuate the goals of this Resolution.

SECTION 3: All resolutions, ordinances, and parts of ordinances in conflict or inconsistent with the provisions of this Resolution are hereby superseded to the extent that they may conflict.

SECTION 4: If any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5: This Resolution shall take effect immediately.

SECTION 6: The Mayor is authorized and directed to sign and the City Clerk is authorized and directed to attest to this Resolution.

SECTION 7: The City Clerk is hereby directed to provide a copy of this Resolution to Capri Pools & Aquatics and to Westport Pools.

SECTION 8: The City Clerk shall publish this Resolution in pamphlet form.

PASSED this 7th day of January, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 7th day of January, 2025.

Don E. Goodman
MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO.: 2025-02 A

DATE: February 4, 2025

Whereas, the current electric municipal aggregation program to all residential and qualified small businesses will expire in June 2025; 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: Don E. Downs

Attest: City Clerk DLM

MOTION: Patrick Ward

SECOND: Kendra Wright

VOTING: Ayes 5 Nays 0

RESOLUTION NO. 2025-03

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CALEB REYNOLDS UTILIZING TAX INCREMENT FINANCING FOR RENOVATIONS TO THE EXISTING BUILDING LOCATED AT 715 S MAIN STREET

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 5/11-74.4-1 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, Caleb Reynolds, acting as a private individual (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 to 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 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 Business 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.

Passed by the City Council of the City of Hillsboro, Illinois on the 18th day of February, 2025

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 18th day of February, 2025.

Don E. Downs

DON DOWNS
MAYOR

ATTEST:

DLM JC

CITY CLERK

SEAL

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 A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND CALEB REYNOLDS UTILIZING TAX INCREMENT FINANCING FOR RENOVATIONS TO THE EXISTING BUILDING LOCATED AT 715 S MAIN STREET", duly passed by the Mayor and City Council of the City of Hillsboro as Resolution #2025-03, at a Regular Council meeting held on the 18th day of February, 2025, the Resolution being part of the official records of said City.

City Clerk

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
715 S. MAIN STREET WINDOR REPLACEMENT
CALEB REYNOLDS

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this _____ day of _____, 2024, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and CALEB REYNOLDS a private individual (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 Mayor and 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" or "TIF #1") 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, renovation, 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 project which will cause for the renovation, repair, and rehabilitation of an existing commercial building (the "Redevelopment Project"), on certain "Property", as shall be defined and identified by the following address(s) and PIN(s), including any subdivisions and/or combinations thereof:

Montgomery County PIN:	Address:
16-11-278-003 16-11-278-004	715 S Main, Hillsboro, Illinois 62049

As also depicted and described in Appendix A – Project Location

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) Renovations, repairs, rehabilitation, and restoration of the existing building located on the Property, which may include, but is not limited to:

    1. Window repair and/or replacement.

c) Any and all other repairs, renovations, redevelopment, remodeling, or other work to the building and Property 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 other improvements, site clean-up, inspections, permitting, and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have the Redevelopment Project substantially completed within 90 days of the date of 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 in order for the Redevelopment Project to be considered substantially complete, all listed components in this Section 1 must be complete to the satisfaction of the City, and all work items must be in compliance with all relevant building codes, ordinances, or other regulations, at the discretion of the City.

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 performance of the proposed project.

SECTION 2: Developer Reimbursement 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 TIF Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

Pursuant to this agreement, the City agrees to reimburse the Developer in an amount equal to **one hundred percent (100%)** of the TIF Eligible Redevelopment Project Costs incurred by the Developer during the performance of the Redevelopment Project which are related to window repairs and/or replacement, as determined and verified by the City, in the City's sole discretion, up to a maximum amount of **$ $12,251.92** , (the "Reimbursement Amount").

"TIF Eligible Redevelopment Project Costs" shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City's sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

715 S. Main Street Redevelopment Project		
Work Item Description	**Estimated Total Cost**	**Estimated TIF Eligible Cost**
Window Repair/Replacement	$12,251.92	$12,251.92
TOTAL	**$12,251.92**	**$12,251.92**

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. It will be the obligation of the Developer to produce and submit to the City evidence of any and all TIF Eligible Redevelopment Project Costs which they are requesting reimbursement for in accordance with this Agreement prior to the disbursement of any funds from the City. Total payments to the Developer may not exceed the total TIF Eligible Redevelopment Project Costs approved and verified to have been incurred during the completion of the Redevelopment Project as determined in the sole 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. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and **will only be eligible for disbursement upon substantial completion of all components and conditions of the Redevelopment Project** as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by the Mayor and City Council.

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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

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 per occurrence. **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) The property is sold ownership is transferred without the written consent of the City, of which will not be unreasonably withheld.
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 90 days of written notice of such determination.
d) The building(s)/property is not being used for commercial purposes, or any other authorized or otherwise approved purpose, and continues as such for a period of at least 60 days of written notice from the City of such determination.
e) 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.
f) The Property becomes exempt from the payment of property taxes, or the Developer, or any other entity authorized on its behalf, protests or appeals the assessed value of the property.
g) 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 defaults occur 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 Incentive Payments 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. Requests 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: Liability of the Developer. It is expressly agreed that the signatory(s) of this Agreement, on behalf of the Developer, may be held personally liable for all payments or obligations for payment to the City which have resulted from default or breach of this Agreement.

SECTION 10: Liability of the City. 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: Hold Harmless of the City. 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. Any 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.

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

(SEAL)

By: Don E. Downs Date: 02/18/2025
Don Downs, Mayor, City of Hillsboro

"DEVELOPER" **CALEB REYNOLDS**

By: _____ Date: _____
Caleb Reynolds, Owner

APPENDIX A
PROJECT LOCATION

Address:
715 S Main Street, Hillsboro, Illinois 62049
Montgomery County PIN(s):
16-11-278-003
16-11-278-004
TIF District:
Hillsboro TIF #1
Legal Description:
S 14 FT LOT 2 BLK 2 SOUTH HILLSBORO 8-4-2535 S T00 R
N 42 FT LOT 3 BLK 2 SOUTH HILLSBORO 8-4-2536 S T00 R

Property Images & Map:

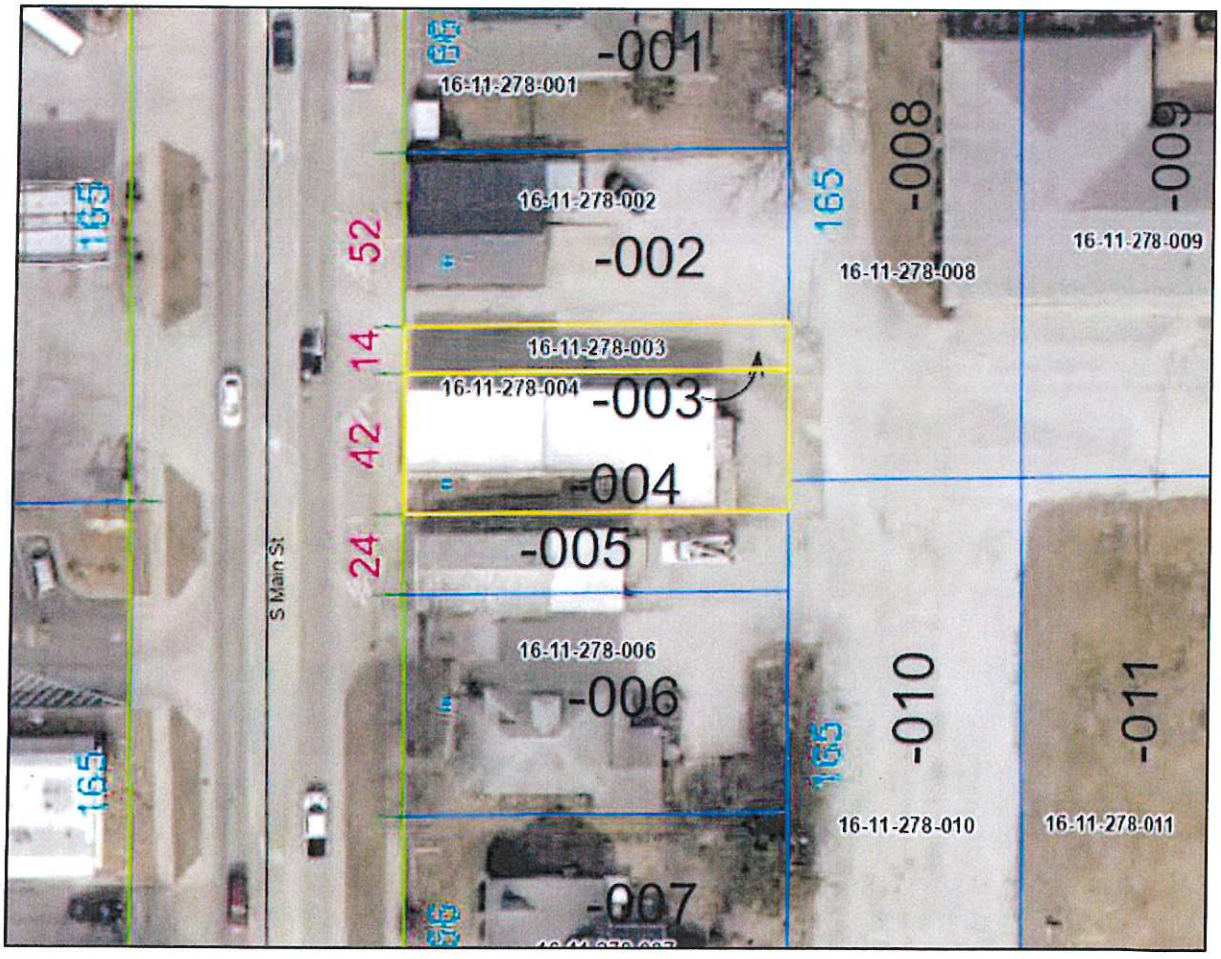


EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

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 TIF #1 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: $_____

For reimbursement of the following Redevelopment Project Costs:

Vendor	Description of Work Performed	Amount
	TOTAL COSTS SUBMITTED:	

*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 real estate and sales 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. 2025-04

A RESOLUTION APPROVING AND ACCEPTING THE DONATION AND CONVEYANCE TO THE CITY OF REAL PROPERTY SITUATED NEAR LAKE GLENN SHOALS AND IDENTIFIED BY P.I.N. 12-07-300-005

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, "[t]he corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper", 65 ILCS 5/1-2-1; and

WHEREAS, the City has been approached by John Dambacher, Joseph Dambacher, Kay Dambacher, and Marietta Dambacher (the "Donors"), who own approximately 4.40 acres of real estate in unincorporated Montgomery County near Lake Glenn Shoals, which is identified by P.I.N. 12-07-300-005 (the "Property"), and adjoins property owned by the City that fronts Lake Glenn Shoals, which is identified by P.I.N. 12-07-300-006; and

WHEREAS, the Property is legally described in "**Exhibit 1**" attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 11-61-1.5 the Illinois Municipal Code, 65 ILCS 5/11-6101.5, "[e]very municipality has the power to acquire by gift, legacy, or grant any real estate or personal property, or rights therein, for purposes authorized under this Code as its governing body may deem proper, whether the land or personal property is located within or outside the municipal boundaries"; and

WHEREAS, the Property is outside of the City's corporate boundaries; and

WHEREAS, the City has considered the offer of the Donors to donate the Property to the City and find it to be in the best interests of the City and its residents to accept the donation of the Property.

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 corporate authorities of the City hereby determine that the public interest will be subserved by approving and accepting the donation of the Property from the Donors.

SECTION 3: This Resolution shall take effect immediately.

SECTION 4: The Mayor is authorized and directed to sign and the City Clerk is authorized and directed to attest to this Resolution and all other documents reasonably necessary or convenient in furtherance of this Resolution.

SECTION 5: The City Clerk shall ensure that a PTAX-300 form is submitted to Montgomery County assessment officials.

PASSED this 4th day of March, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 4th day of March, 2025.

MAYOR

ATTEST:

CITY CLERK

"Exhibit 1"

The South Ten (10) acres of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) Section Seven (7) Township Nine (9) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *except* that part described as follows: Beginning at the Southwest corner of said tract; thence North 165 feet; thence East 495 feet; thence North 165 feet; thence East 250 feet; thence North 1 57 feet; thence East 165 feet; thence South 487 feet, more or less, to the Southeast corner of said tract; and thence West along the South line 910.1 feet, more or less, to the point of beginning.

Property Address: Wares Grove Avenue, Hillsboro, Illinois 62049
P.I.N.: 12-07-300-005

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-05

A RESOLUTION APPROVING RULES AND REGULATIONS AND LICENSE AGREEMENTS FOR LAKE LOTS AT LAKE GLENN SHOALS AND FOR CAMPSITES AT THE SHERWOOD FOREST CAMPGROUND

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, "[t]he corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper", 65 ILCS 5/1-2-1; and

WHEREAS, on February 18, 2025, the corporate authorities approved a form *Seasonal Lake Lot License Agreement for Recreational Use of City Land* and a form *Adjoining Landowner Lake Lot License Agreement for Recreational Use of City Land*, both of which referenced in Section 9 compliance with "all rules and regulations established by the City"; and

WHEREAS, certain rules and regulations applicable to the aforementioned agreements had been developed but were inadvertently not provided to the City Council for review and approval on or prior to February 18, 2025; and

WHEREAS, the aforementioned agreements have been updated to append the rules and regulations as "Exhibit A" to the agreements, and updated copies of the said agreements are attached hereto as "**Exhibit 1**" and "**Exhibit 2**", respectively, and made a part hereof; and

WHEREAS, the corporate authorities have determined that it is appropriate to update the agreement for seasonal campers at Sherwood Forest Campground, and a copy of the updated agreement is attached hereto as "**Exhibit 3**" and made a part hereof; and

WHEREAS, the corporate authorities have determined that it is in the City's best interests to maintain and preserve the aesthetic character and integrity of the City's natural spaces on Lake Glenn Shoals and in the Sherwood Forest Campground by creating a more visually consistent environment; and

WHEREAS, the corporate authorities have determined that uniformity of the City's natural spaces on Lake Glenn Shoals and in the Sherwood Forest Campground is essential to enhance the visual appeal of Lake Glenn Shoals and the Sherwood Forest Campground and to ensure that the landscape remains cohesive and uncluttered; and

WHEREAS, the proliferation of various signs, flags, and banners contribute to visual clutter, detracting from the overall beauty of Lake Glenn Shoals and the Sherwood Forest Campground; and

WHEREAS, by prohibiting signs, flags, and banners on the City's lake lots at Lake Glenn Shoals and on campsites at Sherwood Forest Campground, as stated in the exhibits hereto, the City will maintain a cleaner and more orderly appearance on Lake Glenn Shoals and in the Sherwood Forest Campground and make both areas more aesthetically pleasing by ensuring that the landscapes and natural areas are the focal points; and

WHEREAS, uniformly prohibiting all signs, flags, and banners by licensees on the City's lake lots at Lake Glenn Shoals and on campsites at Sherwood Forest Campground helps ensure that City property remains neutral, welcoming, and inclusive to all members of the community without inadvertently promoting specific messages or interests.

***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 corporate authorities of the City hereby approve the license agreements attached hereto as "**Exhibit 1**", "**Exhibit 2**", and "**Exhibit 3**".

SECTION 3: This Resolution shall take effect immediately.

SECTION 4: The Mayor is authorized and directed to sign and the City Clerk is authorized and directed to attest to this Resolution.

SECTION 5: A copy of this Resolution shall be made available to all licensees of the City's lake lots at Lake Glenn Shoals and of campsites at Sherwood Forest Campground via the City's website, and the rules and regulations included within the agreements attached hereto as "**Exhibit 1**", "**Exhibit 2**", and "**Exhibit 3**" shall be effective immediately.

PASSED this 18th day of March, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 18th day of March, 2025.

Don E. Downs
MAYOR

ATTEST:

D M. K
CITY CLERK

Exhibit 1

Seasonal Lake Lot License Agreement for Recreational Use of City Land

THIS SEASONAL LAKE LOT LICENSE AGREEMENT ("Agreement") is made on the date last written below between the City of Hillsboro, an Illinois municipal corporation, whose address is 447 South Main Street, Hillsboro, Illinois 62049 (hereinafter, "Licensor" or "City"), and the "Licensee":

Name(s) (collectively "Licensee)	*Postal/Mailing Address*
Phone Number	*Email Address*

In consideration of the mutual promises herein contained, the parties agree as follows:

Section 1. Grant of Permission

In consideration of Licensee's promises, Licensor gives permission, revocable and terminable as herein provided, to Licensee to enter on the land of Licensor described below for the purpose of using it for recreational purposes, including camping, all on the terms and conditions herein set forth. Licensee promises to comply and abide with all terms and conditions of this Agreement.

Section 2. Description of Property & Term of License

The property of Licensor that Licensee is permitted to enter from March 15th to October 31st of the subject year is described as follows:

Identification of Lake Lot(s) (the "premises")

Each lot is 100' wide by 50' deep. Licensee acknowledges the title to Licensor to the above-described premises and agrees never to assail, resist, or deny title. Any disputes regarding the dimensions, measurements, or area of the lake lot(s) described herein shall be resolved by the Commissioner assigned responsibility of Lake Glenn Shoals (the "Commissioner").

Section 3. Consideration; Fees

Licensee shall pay Licensor for each lot license an annual amount established by Resolution of the City, payable in advance. Effective January 1, 2025, the annual license fees for each lot are as follows and are not subject to pro-ration:

Resident - $195.00 – Persons who pay a water bill to the City of Hillsboro or own adjacent property

County - $250.00 – Persons who reside in Montgomery County, Illinois

Out of County - $300 – Persons who do not reside in Montgomery County, Illinois

No part of the license fee shall be refundable.

Licensee shall also post a one-time security deposit of Two Hundred Dollars ($200.00) per lot, which may be refunded only upon non-renewal or termination of the license and only if Licensee has complied with this Agreement (including, but not limited to, Section 16, as determined following an inspection of the lot(s) by City personnel).

Section 4. Permission Not Exclusive

The permission granted by this Agreement is not exclusive to Licensee, and Licensee shall have the privilege under this license only of occupying such portion of the above-described premises as the Commissioner or designee shall from time to time designate and only from March 15th to October 31st of the subject year.

Section 5. Conflicts with Ordinances

In the event of conflict between this Agreement and any provisions of the Revised Code of Ordinances of the City of Hillsboro, Illinois (the "Code"), the Code will govern.

Section 6. Buildings or Structures; Storage Units

Licensee shall not erect or authorize the erection of buildings or structures on the above-described premises (including, but not limited to, cabins, docks, decks, patios, and pavilions) without first obtaining written approval from the Commissioner or designee and a permit as may be required by the Code. The City condition approval upon payment of an additional deposit in an amount reasonably determined to compensate the City for potential demolition, removal, and disposal.

Any structures remaining on the lake lot(s) after termination of this Agreement may be removed by the City, and Licensee shall be responsible for any and all costs incurred by the City, including reasonable attorneys' fees and costs.

Any storage sheds placed on the lot(s) shall be anchored or weighted to resist flotation. The shed shall clearly display the lake lot number in 3" to 5" numerals on a vertical surface near the doorway and viewable from the shoreline. The storage shed shall not exceed 8' x 8' x 4'. Storage sheds shall be kept in good condition or removed from the lot at the end of the season or sooner upon the Commissioner's (or designee's) determination. The Commissioner (or designee) shall determine what "good condition" means on a case-by-case basis.

Refrigerators or freezers are not permitted for storage, and any such existing containers must be removed from the lot immediately.

Section 7. Protection of Timber

Licensee will not cut, mutilate, or injure, or permit any of Licensee's guests,

invitees, or licensees to cut, mutilate, or injure any growing trees or shrubbery on the above-described premises of licensor without express written permission of the Commissioner or designee.

Section 8. No Commercial Use or Nuisance

Licensee will not use the premises for commercial purposes and will not perform or permit any of Licensee's guests or invitees to perform any disorderly conduct or commit any nuisance on or from the premises or to use the premises in any way so as to interfere with the exercise by other licensees or permitees of privileges which Licensor may give them in the premises or adjoining properties or, more generally, any person's peaceful enjoyment of City properties or Lake Glenn Shoals. Generators are allowed on the lots provided that they not disturb neighboring lot users. Licensee will not keep as a guest, invitee, or licensee any person deemed objectionable to Licensor's representative in charge of the above-described premises. By way of example, persons will be deemed objectionable if they are found to have engaged in conduct that a reasonable person would find to be indecent, profane, boisterous, unreasonably loud, abusive, violent, lewd, vulgar, or disorderly.

All junk, garbage, debris, and other waste shall be kept a reasonable distance from the shoreline and must be removed from the site weekly, at a minimum.

Section 9. Rules and Regulations

Licensee will comply with all City ordinances and all rules and regulations established by the City and shall be responsible for ensuring that Licensee's guests and invitees comply with all City ordinances and all rules and regulations established by the City. *Hillsboro's Lake Glenn Shoals Lake Lot Regulations* are attached hereto as "Exhibit A". The Commissioner is designated to resolve any disputes regarding compliance. If Licensee disagrees with the Commissioner's conclusion, Licensee may submit the issue in writing to the Mayor for review within five (5) calendar days of the Commissioner's decision.

Section 10. Indemnification

Licensee will exercise its privileges under this license at its own risk, and, regardless of any negligence of Licensor, Licensee will indemnify Licensor against all liability for damages, costs, losses, and expenses, including the City's reasonable attorneys' fees and costs, resulting from, arising out of, or in any way connected with, the occupation or use of the premises by Licensee, or the licensees, invitees, or guests of Licensee, or the failure on the part of Licensee to perform fully any and all Licensee's promises, obligations, or duties under this Agreement. Licensor will not be liable to Licensee if for any reason Licensee's occupation or use of the premises under this Agreement is hindered or disturbed.

Section 11. Taxes; Liens

Licensees shall pay any taxes and assessments that may be imposed or levied on Licensor's property or anyone claiming under Licensee on the premises and shall keep the premises free and clear of any mechanics' or materialmen's liens for labor

performed or materials furnished at the instance or request of Licensee or anyone claiming under Licensee.

Section 12. Privilege Not Assignable

Licensee's privileges under this license shall not be assignable by Licensee in whole or in part.

Section 13. Termination

Licensor reserves the right to terminate the permission given here at any time by providing Licensee at least thirty (30) written notice of termination, except that Licensor may, at its election, terminate the permission immediately at any time if Licensee shall fail to comply with or abide by each and all of the provisions of this Agreement or keep any or all Licensee's promises made under this Agreement. Waiver by Licensor of any breach of any term or provision under this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision of the Agreement.

Section 14. Renewal

The license pursuant to this Agreement may be renewed annually, in the City's sole and absolute discretion. In determining whether to renew the license, the City will consider all relevant factors, including, but not limited to: (1) whether the Licensee has complied with all ordinances, rules, and regulations as set forth by the City, (2) whether all applicable fees required by the City of Hillsboro have been timely paid, and (3) whether Licensee has used the lot(s) for at least five consecutive years. The City may grant adjacent landowners priority in licensing any lots that have not been used by a current or prior Licensee for five consecutive years or more.

If Licensee wishes to renew, Licensee must pre-register and make a non-refundable, partial payment of $75 per lot by October 15th. After October 15th, a late payment fee of $50 per lot shall apply. Failure to pre-register, make partial payment, and pay the late payment fee before October 31st shall result in forfeiture of the lot(s), and the lot(s) shall be added to the list of lots available to others. The remainder of the fee is due by January 1st. If not paid by January 15th, a $50 late fee will apply. If not paid by February 1st, the lot will be forfeited and made available to others.

Section 15. Notice

Any notice to Licensee under this license shall be sufficient if served on Licensee personally, via email to the email address provided by Licensee, by mail, or posted on the premises. Notice shall be deemed served on the date of personal service, emailing, or posting. If mailed to Licensee directed to Licensee's last known address, notice shall be deemed served on the business day next following the day of mailing. Licensee shall be solely responsible for ensuring that the City has current and up-to-date contact information.

Section 16. Removal of Property

On revocation, surrender, or other termination of the permission given here,

Licensee will quietly and peacefully surrender the portion of the premises occupied by Licensee in as good condition as the property was at the time of Licensee's entry on it. Licensee will remove all personally property, junk/debris, fixtures, equipment, and other things placed by Licensee on the premises under this license, and, if Licensee fails to do so, Licensor will have the right to conduct removal at Licensee's expense. Licensee will pay to licensor on demand the removal expense, and, if Licensor so elects, it will have the right to take possession of and appropriate to itself without payment any property of Licensee, or anyone claiming under it, then remaining on the premises.

Section 17. Joint Licensees

If Licensee is two or more persons, then the obligations of Licensee shall be their joint and several obligations, and notice given to one of them shall be deemed notice to all.

Licensee: _____ Date: _____

Licensee Driver's License/State ID #: _____

Licensee address: _____

Alternate or emergency contact name: _____

Alternate or emergency contact telephone number(s): _____

*Any updates to the contact information provided by Licensee herein shall be promptly submitted to the City via email to cityhall@hillsboroillinois.net.

Approved: _____ Date: _____
City of Hillsboro

By: _____
Printed name

"Exhibit A"

Lake Glenn Shoals
Lake Lot Rules and Regulations

1. **Applicability**. These Rules and Regulations apply to all persons who are not subject to an *Adjoining Landowner Seasonal Lake Lot License Agreement for Recreational Use of City Land*. In the event of conflict between these Rules and Regulations and any provisions of the Revised Code of Ordinances of the City of Hillsboro, Illinois (the "Code"), the Code will govern.
2. **Season Defined**. The "season" is from March 15th to October 31st of each year, except for adjoining landowners, for whom the "season" is the calendar year (January 1st to December 31st).
3. **Check-out**. The license expires each year at the end of the season. All "Licensees" (as defined and identified in the applicable *Seasonal Lake Lot License Agreement for Recreational Use of City Land*) must remove personal property from their lot by the season's end unless such lot is in compliance with each of these Rules and Regulations.
4. **Inspections**. Inspections of the lots will be performed at the beginning and end of each season. Licensees will be contacted regarding any issues pertaining to the lot and granted 7 days to remedy any issues identified. If the lot is not brought into compliance within 7 days, the City reserves the right to terminate the license without refund.
5. **Post-Season Items Allowed**. The only personal items allowed to remain on the lot outside of an approved storage container (see paragraph 5) after the end of the season are:
    a. a picnic table;
    b. one cord of firewood, which shall be stored neatly stacked no less than 6 inches off the ground and along the boundary of the lot that is farthest away from the shoreline; and
    c. Tent pads, decks, and docks in excellent condition.
6. **Storage of Items**.
    a. **Storage Sheds**. One storage shed is permitted. Any personal property left on the lot after the season (other than anything identified in paragraph 5) must be removed from the lot or stored in the storage shed. This includes temporary cabins, frames for shade, patios, tents, and other structures. The City is not responsible for any personal property left on the lot after the end of the season. If the license is not renewed the following year for any reason, any property left on the lot shall be considered abandoned, and the City will dispose of it.
    b. **Strictly Prohibited Items**. No flammable, explosive, or toxic material may be left on the lot, whether in a storage shed or not.
    c. **Non-Compliance; Penalties**. Any and all items left on the lot after the end of the season and not in compliance with these Rules and Regulations may be removed and discarded by the City, in which case any deposit will then be forfeited, and the City may refuse to renew the license for the following season.
7. **Colors**. Wooden docks, pads, storage sheds, and other wooden accessories that are painted must be a dark shade of green, brown, or gray that is compatible with the surroundings. Wood may be left natural. Any tarp or tarpaulin or cover utilized on any lot, not including tents, shall be tan, gray, or natural color. Bright colored materials, such as red, yellow, silver, gold, or blue, are not permitted on the lots for any use.

8. **Signs; Banners; Flags.** Signs, banners, and flags, other than those placed or erected by the City or other government agency, are prohibited on all lake lots. This prohibition extends to any device, display, or structure that is visible from a public place that has words, letters, figures, designs, symbols, logos, illumination, or projected images, regardless of whether the sign, banner, or flag is constructed of cloth, canvas, vinyl, paper, plywood, fabric, plastic, or other lightweight material; regardless of whether permanently installed in the ground or permanently affixed to a building or structure; regardless whether attached on one side to a flagpole and designed to flow in the wind; and regardless of whether applied to or suspended from the exterior or interior of a window if its message can be read from a public place.

9. **Docks**. Boat docks must comply with the City Code (see Ordinance No. 1797). No pontoons may be used as docks or flotation of docks. Any unused dock, pieces of dock, and unused dock poles must be removed from the lake and lake lot. Construction or improvements to a dock require a permit approved by the Lake Superintendent.

10. **Structures**. Any structures, including frames for structures, shall be removed from the lot at the end of the season. Any currently existing structures or wooden pads permanently secured may be allowed to remain after the season if approved by the Lake Superintendent upon inspection. Any new structures shall not exceed 625 square feet, shall not exceed one-story, and shall not have concrete floors; provided, however, that posts may be set in concrete.

11. **Mowing**. Camping lots must be mowed grass height maintained at 8-inches or less.

12. **Lot Numbers; Site Locations**. Lot number signs have been erected by the City. If the sign becomes damaged or missing, the Licensee will be responsible for the cost of replacement of the sign. Signs shall be placed at the southernmost border of the lot. Questions about placement may be directed to the Lake Superintendent. Lot locations are as designated by the City and cannot be altered. Any Licensee or guest of a Licensee determined to have moved or removed any boundary posts may result in termination of the lot license.

13. **Guests; Invitees**. The Licensee will be held responsible for the actions of their guests, invitees, and/or visitors. Any guests, invitees, or visitors determined to have not complied with these Rules and Regulations or violated any City ordinance may result in termination of the lot license. Guests shall not be allowed to remain on the lot for more than 24 hours without the Licensee present.

14. **Pets**. All pets must be confined to the licensed lot, away from neighboring lot lines, and kept quiet as to not disturb the peace. Pet owners must follow all State laws and City ordinances regarding owner's duties and animal rights.

For a complete list of ordinances pertaining to Glenn Shoals Lake, please refer to Chapter 31 of the City of Hillsboro's Revised Code of Ordinances, available on the City's website: hillsboroillinois.net.

I certify that I have reviewed the above-listed and approved rules and regulations for lake lot use on Glenn Shoals Lake and agree to abide by those rules and regulations.

Licensee: _____

Email: _____

Date: _____

Exhibit 2

Adjoining Landowner
Lake Lot License Agreement
for Recreational Use of City Land

THIS SEASONAL LAKE LOT LICENSE AGREEMENT ("Agreement") is made on the date last written below between the City of Hillsboro, an Illinois municipal corporation, whose address is 447 South Main Street, Hillsboro, Illinois 62049 (hereinafter, "Licensor" or "City"), and the "Licensee" who owns real estate :

_____ _____
Name(s) (collectively "Licensee) *Postal/Mailing Address*

_____ _____
Phone Number *Email Address*

In consideration of the mutual promises herein contained, the parties agree as follows:

Section 1. Grants of Permission

In consideration of Licensee's promises, Licensor gives permission, revocable and terminable as herein provided, to Licensee to enter on the land of Licensor described below for the purpose of using it for recreational purposes, including camping, all on the terms and conditions herein set forth. Licensee promises to comply and abide with all terms and conditions of this Agreement. Licensee further grants to the City and its employees, agents, and contractors during the term of this Agreement an irrevocable license for reasonable ingress and egress via Licensee's adjoining real estate for purposes of accessing the lake lot(s) licensed herein to Licensee and inspecting, maintaining, and/or securing such lot(s) upon reasonable notice to Licensee.

Section 2. Description of Property & Term

The property of Licensor that Licensee is permitted to enter from January 1st to December 31st of the subject year is described as follows:

_____
Identification of Lake Lot(s) (the "premises")

Licensee acknowledges the title to Licensor to the above-described premises and agrees never to assail, resist, or deny title. Any disputes regarding the dimensions, measurements, or area of the lake lot(s) described herein shall be resolved by the Commissioner assigned responsibility of Lake Glenn Shoals (the "Commissioner").

Section 3. Consideration; Fees

Licensee shall pay Licensor for each lot license the annual amount established

by Resolution of the City, payable in advance. All land that is used or improved by Licensee is subject to the fee. Effective January 1, 2025, the annual license fees for each lot are as follows and are not subject to pro-ration:

> $195.00 per 100' of lake frontage. (Lake lots are 100' wide by full depth to adjoining parcel line.) However, where the area exceeds 1 acre, fees shall be assessed per acre of lake lot, up to a maximum of $1,950.00.

In the event of disagreement, the City's calculation of the fee shall prevail. No part of the license fee shall be refundable.

Licensee shall also post a one-time security deposit of Two Hundred Dollars ($200.00), which may be refunded only upon non-renewal or termination of the license and only if Licensee has complied with this Agreement (including, but not limited to, Section 16, as determined following an inspection of the lot(s) by City personnel).

Section 4. Permission Not Exclusive

The permission granted by this Agreement is not exclusive to Licensee, and Licensee shall have the privilege under this license only of occupying such portion of the above-described premises as the Commissioner or designee shall from time to time designate and only from January 1st to December 31st of the subject year.

Section 5. Conflicts with Ordinances

In the event of conflict between this Agreement and any provisions of the Revised Code of Ordinances of the City of Hillsboro, Illinois (the "Code"), the Code will govern.

Section 6. Buildings or Structures; Storage Units

Licensee shall not erect or authorize the erection of buildings or structures on the above-described premises (including, but not limited to, cabins, docks, decks, patios, and pavilions) without first obtaining written approval from the Commissioner or designee and a permit as may be required by the Code. The City condition approval upon payment of an additional deposit in an amount reasonably determined to compensate the City for potential demolition, removal, and disposal. Any structures remaining on the lake lot(s) after termination of this Agreement may be removed by the City, and Licensee shall be responsible for any and all costs incurred by the City, including reasonable attorneys' fees and costs.

Electrical services on City property or to docks must comply with the National Electric Code and approved by the Commissioner or designee.

Any storage sheds placed on the lot(s) shall be anchored or weighted to resist flotation. The shed shall clearly display the lake lot number in 3" to 5" numerals on a vertical surface near the doorway and viewable from the shoreline. The storage shed shall not exceed 8' x 8' x 4'. Storage sheds shall be kept in good condition or removed from the lot at the end of the season or sooner upon the Commissioner's (or designee's) determination. The Commissioner (or designee) shall determine what "good condition" means on a case-by-case basis.

Refrigerators or freezers are not permitted for storage, and any such existing containers must be removed from the lot immediately.

Section 7. Protection of Timber

Licensee will not cut, mutilate, or injure, or permit any of Licensee's guests, invitees, or licensees to cut, mutilate, or injure any growing trees or shrubbery on the above-described premises of licensor larger than 3" diameter without express written permission of the Commissioner or designee.

Section 8. No Commercial Use or Nuisance

Licensee will not use the premises for commercial purposes and will not perform or permit any of Licensee's guests or invitees to perform any disorderly conduct or commit any nuisance on or from the premises or to use the premises in any way so as to interfere with the exercise by other licensees or permitees of privileges which Licensor may give them in the premises or adjoining properties or, more generally, any person's peaceful enjoyment of City properties or Lake Glenn Shoals. Licensee will not keep as a guest, invitee, or licensee any person deemed objectionable to Licensor's representative in charge of the above-described premises. By way of example, persons will be deemed objectionable if they are found to have engaged in conduct that a reasonable person would find to be indecent, profane, boisterous, unreasonably loud, abusive, violent, lewd, vulgar, or disorderly.

All junk, garbage, debris, and other waste shall be kept a reasonable distance from the shoreline and must be removed from the site weekly, at a minimum. Also, use of City dumpsters are intended for waste generated by recreational activities on and around the lakes and City property only. Licensees with lake lots adjoining residential property who are found to have used City dumpsters for residential waste may be subject to having their licenses revoked and, additionally, may be subject to being cited for violating City ordinances.

Section 9. Rules and Regulations

Licensee will comply with all City ordinances and all rules and regulations established by the City and shall be responsible for ensuring that Licensee's guests and invitees comply with all City ordinances and all rules and regulations established by the City. *Hillsboro's Lake Glenn Shoals Lake Lot Regulations* are attached hereto as "Exhibit A". The Commissioner is designated to resolve any disputes regarding compliance. If Licensee disagrees with the Commissioner's conclusion, Licensee may submit the issue in writing to the Mayor for review within five (5) calendar days of the Commissioner's decision.

Section 10. Indemnification

Licensee will exercise its privileges under this license at its own risk, and, regardless of any negligence of Licensor, Licensee will indemnify Licensor against all liability for damages, costs, losses, and expenses, including the City's reasonable attorneys' fees and costs, resulting from, arising out of, or in any way connected with, the occupation or use of the premises by Licensee, or the licensees, invitees, or guests

of Licensee, or the failure on the part of Licensee to perform fully any and all Licensee's promises, obligations, or duties under this Agreement. Licensor will not be liable to Licensee if, for any reason, Licensee's occupation or use of the premises under this Agreement is hindered or disturbed.

Section 11. Taxes; Liens

Licensees shall pay any taxes and assessments that may be imposed or levied on Licensor's property or anyone claiming under Licensee on the premises and shall keep the premises free and clear of any mechanics' or materialmen's liens for labor performed or materials furnished at the instance or request of Licensee or anyone claiming under Licensee.

Section 12. Privilege Not Assignable

Licensee's privileges under this license shall not be assignable by Licensee in whole or in part.

Section 13. Termination

Licensor and Licensee each reserves the right to terminate the permission given here at any time by providing the other party at least thirty (30) written notice of termination, except that Licensor may, at its election, terminate the permission and this Agreement immediately at any time if Licensee shall fail to comply with or abide by each and all of the provisions of this Agreement or keep any or all Licensee's promises made under this Agreement. Waiver by Licensor of any breach of any term or provision under this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision of the Agreement.

If the licensee sells or transfers ownership of the adjoining property/parcel and is no longer the titled owner, this Agreement shall automatically terminate, and the then current adjoining landowner shall be required to enter into a separate agreement with the City (see Section 12).

Section 14. Renewal; Inspections

The license pursuant to this Agreement may be renewed annually, in the City's sole and absolute discretion. In determining whether to renew the license, the City will consider all relevant factors, including, but not limited to: (1) whether the Licensee has complied with all ordinances, rules, and regulations as set forth by the City, (2) whether all applicable fees required by the City of Hillsboro have been timely paid, and (3) whether Licensee has used the lot(s) for at least five consecutive years.

If Licensee wishes to renew, the appropriate license fee is due January 1st of each year; a $50 late fee shall apply if not paid by January 15th. If the fee is not paid by February 1st, the license shall terminate, and the lot shall be forfeited and made available to others.

Inspections of the lots will be performed at the City's discretion. Licensees will be contacted regarding any issues pertaining to the lot(s) and granted 7 days to remedy any issues identified. If the lot is not brought into compliance within 7 days, the City reserves the right to terminate the license without refund.

Section 15. Notice

Any notice to Licensee under this license shall be sufficient if served on Licensee personally, via email to the email address provided by Licensee, by mail, or posted on the premises. Notice shall be deemed served on the date of personal service, emailing, or posting. If mailed to Licensee directed to Licensee's last known address, notice shall be deemed served on the business day next following the day of mailing. Licensee shall be solely responsible for ensuring that the City has current and up-to-date contact information.

Section 16. Removal of Property

On revocation, surrender, or other termination of the permission given here, Licensee will quietly and peacefully surrender the portion of the premises occupied by Licensee in as good condition as the property was at the time of Licensee's entry on it. Licensee will remove all personally property, junk/debris, fixtures, equipment, and other things placed by Licensee on the premises under this license, and, if Licensee fails to do so, Licensor will have the right to conduct removal at Licensee's expense. Licensee will pay to licensor on demand the removal expense, and, if Licensor so elects, it will have the right to take possession of and appropriate to itself without payment any property of Licensee, or anyone claiming under it, then remaining on the premises.

Section 17. Joint Licensees

If Licensee is two or more persons, then the obligations of Licensee shall be their joint and several obligations, and notice given to one of them shall be deemed notice to all.

Licensee: _____ Date: _____

Licensee Driver's License/State ID #: _____

Licensee address: _____

Alternate or emergency contact name: _____

Alternate or emergency contact telephone number(s): _____

*Any updates to the contact information provided by Licensee herein shall be promptly submitted to the City via email to cityhall@hillsboroillinois.net.

Approved: _____ Date: _____
City of Hillsboro

By: _____
Printed name

"Exhibit A"

Lake Glenn Shoals
Lake Lot Rules and Regulations

1. **Applicability**. These Rules and Regulations apply to all persons who are not subject to an *Adjoining Landowner Seasonal Lake Lot License Agreement for Recreational Use of City Land*. In the event of conflict between these Rules and Regulations and any provisions of the Revised Code of Ordinances of the City of Hillsboro, Illinois (the "Code"), the Code will govern.
2. **Season Defined**. The "season" is from March 15th to October 31st of each year, except for adjoining landowners, for whom the "season" is the calendar year (January 1st to December 31st).
3. **Check-out**. The license expires each year at the end of the season. All "Licensees" (as defined and identified in the applicable *Seasonal Lake Lot License Agreement for Recreational Use of City Land*) must remove personal property from their lot by the season's end unless such lot is in compliance with each of these Rules and Regulations.
4. **Inspections**. Inspections of the lots will be performed at the beginning and end of each season. Licensees will be contacted regarding any issues pertaining to the lot and granted 7 days to remedy any issues identified. If the lot is not brought into compliance within 7 days, the City reserves the right to terminate the license without refund.
5. **Post-Season Items Allowed**. The only personal items allowed to remain on the lot outside of an approved storage container (see paragraph 5) after the end of the season are:
    a. a picnic table;
    b. one cord of firewood, which shall be stored neatly stacked no less than 6 inches off the ground and along the boundary of the lot that is farthest away from the shoreline; and
    c. Tent pads, decks, and docks in excellent condition.
6. **Storage of Items**.
    a. **Storage Sheds**. One storage shed is permitted. Any personal property left on the lot after the season (other than anything identified in paragraph 5) must be removed from the lot or stored in the storage shed. This includes temporary cabins, frames for shade, patios, tents, and other structures. The City is not responsible for any personal property left on the lot after the end of the season. If the license is not renewed the following year for any reason, any property left on the lot shall be considered abandoned, and the City will dispose of it.
    b. **Strictly Prohibited Items**. No flammable, explosive, or toxic material may be left on the lot, whether in a storage shed or not.
    c. **Non-Compliance; Penalties**. Any and all items left on the lot after the end of the season and not in compliance with these Rules and Regulations may be removed and discarded by the City, in which case any deposit will then be forfeited, and the City may refuse to renew the license for the following season.
7. **Colors**. Wooden docks, pads, storage sheds, and other wooden accessories that are painted must be a dark shade of green, brown, or gray that is compatible with the surroundings. Wood may be left natural. Any tarp or tarpaulin or cover utilized on any lot, not including tents, shall be tan, gray, or natural color. Bright colored materials, such as red, yellow, silver, gold, or blue, are not permitted on the lots for any use.

8. **Signs; Banners; Flags.** Signs, banners, and flags, other than those placed or erected by the City or other government agency, are prohibited on all lake lots. This prohibition extends to any device, display, or structure that is visible from a public place that has words, letters, figures, designs, symbols, logos, illumination, or projected images, regardless of whether the sign, banner, or flag is constructed of cloth, canvas, vinyl, paper, plywood, fabric, plastic, or other lightweight material; regardless of whether permanently installed in the ground or permanently affixed to a building or structure; regardless whether attached on one side to a flagpole and designed to flow in the wind; and regardless of whether applied to or suspended from the exterior or interior of a window if its message can be read from a public place.

9. **Docks**. Boat docks must comply with the City Code (see Ordinance No. 1797). No pontoons may be used as docks or flotation of docks. Any unused dock, pieces of dock, and unused dock poles must be removed from the lake and lake lot. Construction or improvements to a dock require a permit approved by the Lake Superintendent.

10. **Structures**. Any structures, including frames for structures, shall be removed from the lot at the end of the season. Any currently existing structures or wooden pads permanently secured may be allowed to remain after the season if approved by the Lake Superintendent upon inspection. Any new structures shall not exceed 625 square feet, shall not exceed one-story, and shall not have concrete floors; provided, however, that posts may be set in concrete.

11. **Mowing**. Camping lots must be mowed grass height maintained at 8-inches or less.

12. **Lot Numbers; Site Locations**. Lot number signs have been erected by the City. If the sign becomes damaged or missing, the Licensee will be responsible for the cost of replacement of the sign. Signs shall be placed at the southernmost border of the lot. Questions about placement may be directed to the Lake Superintendent. Lot locations are as designated by the City and cannot be altered. Any Licensee or guest of a Licensee determined to have moved or removed any boundary posts may result in termination of the lot license.

13. **Guests; Invitees**. The Licensee will be held responsible for the actions of their guests, invitees, and/or visitors. Any guests, invitees, or visitors determined to have not complied with these Rules and Regulations or violated any City ordinance may result in termination of the lot license. Guests shall not be allowed to remain on the lot for more than 24 hours without the Licensee present.

14. **Pets**. All pets must be confined to the licensed lot, away from neighboring lot lines, and kept quiet as to not disturb the peace. Pet owners must follow all State laws and City ordinances regarding owner's duties and animal rights.

For a complete list of ordinances pertaining to Glenn Shoals Lake, please refer to Chapter 31 of the City of Hillsboro's Revised Code of Ordinances, available on the City's website: hillsboroillinois.net.

I certify that I have reviewed the above-listed and approved rules and regulations for lake lot use on Glenn Shoals Lake and agree to abide by those rules and regulations.

Licensee: _____

Email: _____

Date: _____

Exhibit 3

Sherwood Forest Campground

Permanent Camper License Agreement

Permanent camper agreements must be signed, dated, deposit paid, and returned before October 15th with deposit to be registered for the following season.

Site Number: _____

Site occupant information:

Name: _____ Spouse/partner: _____

Phone: _____ Alternate phone: _____

Email: _____ Alternate email: _____

Email will be used for communications about the campground, important dates, reminders, etc. only.

Emergency contact information:

Name: _____ Relationship: _____

Emergency contact phone number: _____

Camping unit information:

Year: _____ Make: _____

License plate: _____ Expiration: _____

Camping unit insurance information:

Company name: _____ Policy number: _____

Agent name: _____ Agent phone: _____

It is the responsibility of the camper to keep all information current.

ADDITIONAL RULES, REGULATIONS, AND GUIDELINES GOVERNING SHERWOOD FOREST CAMPGROUND

In addition to and pursuant to the authority granted by Section 31-3-1 of the Revised Code of Ordinances of the City of Hillsboro, Illinois, the following rules, regulations, and guidelines are hereby established by the Commissioner of Public Property and shall govern the use of the Sherwood Forest Campground.

- No person shall allow any unreasonable noise or music emanating from his site to disturb the peaceful enjoyment of other campers.
- Quiet hours are from **10:00 P.M. until 8:00 A.M.** every day, including weekends, but excluding special events approved by the Commissioner.
- Vehicles and boat trailers may be parked only on the camper's assigned site. A boat parking area will be provided for boat trailers that do not fit on a camper's site, and such boat trailers must be parked in this area.
- Campsites are to be kept free of trash, bottles, cans, and all other garbage, refuse, and rubbish. All such items are to be placed in plastic bags and placed in a dumpster and the dumpster lids closed. "Dumpster diving" is not allowed.
- Only garbage, refuse, and rubbish generated by use of the campsite is allowed to be placed in dumpsters. Electronic items, paint, batteries, furniture and other oversized items, landscape waste, chemicals, combustible materials, and hazardous materials may not be put in dumpsters, and those found to do so may lose camping privileges. Campers are encouraged to call the Parks Department office at (217) 532-6778 with any questions on this issue.
- Seasonal campers shall be responsible for mowing their sites and keeping any graveled area on their assigned sites free of grass and weeds. For mowing purposes, seasonal campers must bury all power cables (other than primary power cord), television cables, satellite cables, and other cables that are on or cross another's site. The City of Hillsboro is not responsible for damage to buried items. All clotheslines must be taken down when not in use. Nothing shall be driven, dug, or placed deeper than 8" without prior approval for the safety of the user and buried utilities. If the campsite grass or weed height becomes excessive and you are contacted, the matter must be attended to within 7 days. If the matter is not resolved within 7 days, the site will be mowed and you will be assessed a $50 (per occurrence) fee.
- Recreational vehicles made by a manufacturer are allowed.
- The addition of landscaping timbers or gravel on campsites, or of any other modification to the state of a campsite must first be approved by the Commissioner of Public Property. All modifications, improvements, decks, satellite posts, or changes to electrical hookups must be approved in advance by the submission of the Campsite Modification Form (available from campground host or on the City's website).
- Decks cannot exceed 40 sq. ft. and must be constructed of pressure treated lumber.

- Deck or stair posts cannot go into the ground
- Elevated decks and steps shall have secure railings/handrails with a 34-38" height, with a maximum of 4" between balusters. Solid side panels are not permitted. Steps may be kept in natural color or stained in tones of brown. All other paint colors are prohibited.
- All rock or gravel MUST be bordered with pressure treated landscape timbers or 4 x 4 posts.
- All permanent modifications to sites such as rock, timbers, electrical upgrades, additional connections, etc. become the property of the City of Hillsboro once installed.
- There shall be no refrigerators, ice boxes, or freezers of any kind or style larger than 4.0 cubic feet outside of campers.
- All outside containers or storage sheds must be manufactured of PVC, plastic, or similar material. No wood, metal, or constructed buildings or outside containers are allowed. No outside container or storage shed may exceed 300 cubic feet.
- No more than 2 any combination of refrigerators, ice boxes, freezers, outside containers, or storage sheds shall be allowed on any single site, and only 1 container or storage shed of more than 85 cubic feet or more is allowed.
- There shall be no swimming pools, water slides or hot tubs of any kind permitted at any campsite.
- Firewood shall be stacked at least six inches above the ground or otherwise in compliance with applicable state regulations.
- The City will make reasonable efforts to provide water, electricity, and wifi during the regular camping season, but availability is not guaranteed. Dry camping may be made available from November through March.
- There shall be no burning of leaves at any time, except by City personnel. Leaves and other landscape waste may be placed in paper bags and placed at the roadside at the camping site. Notify the camp host or call the Parks office and the bags will be picked up by City personnel. No landscape waste is allowed in plastic bags.
- All pets must be on a leash and under control at all times. They are not to be secured to any trees in any way. Pet owners are to clean up after their pets at all times. Pets are to be kept inside the trailer at night or at any time they are left unattended. Pets shall be up to date on all vaccinations and be able to provide proof of vaccination upon request. The pet owner is liable for any bites or damage to property that may occur.
- Trees are not to be cut, nailed into, or damaged, except by City personnel. Also, public area plants and flowers are not to be cut, except by City personnel. Planting of trees is allowed with prior approval. Unauthorized marking of trees for removal is prohibited and may result in the loss of your campsite without a refund.
- Campers shall be responsible for their guests (including children) at all times.

- Tarps or tarpaulins shall not be utilized as a roof on any mobile home or camper and may only be used for temporary repairs not exceeding 10 days, unless otherwise approved by the Commissioner in cases of extreme hardship.
- Any tarp or tarpaulin or cover utilized at any campsite, not including tents, is to be tan, gray, or natural wood color. Blue tarps are prohibited.
- Signs, banners, and flags, other than those placed or erected by the City or other government agency, are prohibited on campsites. This prohibition extends to any device, display, or structure that is visible from a public place that has words, letters, figures, designs, symbols, logos, illumination, or projected images, regardless of whether the sign, banner, or flag is constructed of cloth, canvas, vinyl, paper, plywood, fabric, plastic, or other lightweight material; regardless of whether permanently installed in the ground or permanently affixed to a building or structure; regardless whether attached on one side to a flagpole and designed to flow in the wind; and regardless of whether applied to or suspended from the exterior or interior of a window if its message can be read from a public place.
- Fires will be permitted only in a fire ring or an enclosed area constructed of materials such as brick or stones in a ring to guard against hostile fires. Fires shall not be left unattended and must be cool to the touch when unattended.
- Campfires must be at least 15 feet away from mobile homes, tents, vehicles, firewood, or other flammable objects, unless otherwise provided in writing by the Commissioner of Public Property.
- Burning of trash of any kind in campfires is prohibited.
- State law prohibits dumping of gray water on ground or into a ground pit. All gray water must be put in a dump station. Anyone determined to be in violation of this provision will be removed from the campground permanently.
- Riding of bicycles in other campsites is prohibited. Bicycles must remain on designated roadways or paths and must travel in the same direction as other vehicles on said roads or paths. No bicycles may be operated after sunset in the campground at City Lake Park.
- Non-highway vehicles in compliance with the Illinois Vehicle Code and Hillsboro Ordinance 1618 shall be permitted only with the current year's sticker affixed to the vehicle.
- All City ordinances are applicable in the campground.
- There shall be no refund on camping fees, except in cases of extreme hardship as determined by the Commissioner of Public Property.
- The City of Hillsboro reserves the right to refuse service to anyone.
- Convicted Sex Offenders are not permitted as permanent campers at Sherwood Forest Campground. Should a permanent camper be discovered to be a Convicted Sex Offender, the agreement will be terminated without a refund.
- Campers are not permitted to move from the assigned site without approval from the campground host and in accordance with the applicable moving policy. Campsites are not transferrable from one camper to another and may only be occupied by the

signers of this agreement or members of their immediate household. Camping units that sell during the camping season must be removed from that site; purchasers are not allowed to use the prior owner's campsite.

- The shower rooms and the Pavilion provided by the City are designated as "No Loitering" areas.
- The playground at the City Lake Park campground shall be closed from sunset to sunrise, excluding special events approved by the Commissioner, and shall otherwise be subject to such rules as may be posted by the Commissioner of Public Property from time to time.
- Only **one (1) City picnic table** is permitted per campsite, unless permitted otherwise by campground host and for only a limited period of time. Picnic tables provided by the City of Hillsboro shall remain in a natural pressure treated wood condition unless coated with approved primer and paint provided by the City of Hillsboro. Painting of picnic tables with any other coating or covering with plastic (except use of a temporary tablecloth) is prohibited.
- The consumption of Adult Use Cannabis is not legally permitted anywhere in the Hillsboro lakes parks recreational areas per 410 ILCS 705/10-5.
- The campground host, if any, shall have the authority to enforce the above-stated rules, regulations, and guidelines; shall assist in the campground events that are planned in conjunction with third parties; and shall have the authority to designate people during said events to help park campers and to move picnic tables and fire rings.
- These rules, regulations, and guidelines may be updated at any time.

End of the season:

A: All campers, boats, and trailers that have not paid for winter storage or deposit for the following year must be removed by October 31st.
B: No mowers, golf carts, batteries, etc. shall be left during the off season.
C: Shelter covers must be removed, but frames may be left in place.
D: Campsites shall be left in neat and orderly condition with appliances, temporary fences, grills, smokers, chairs, swings, etc. taken home or placed inside of the camper (with paid winter storage).
E: One outside container of less than 85 cubic feet may remain after October 31st without any additional fee. Any container equal to or greater than 85 cubic feet that remains on the site after October 31st will result in the same winter storage fee charged to trailers less than 16'.

Fees:

Payment of fees may be made at the Camp Host Office (April 1-October 31 from 8am to 5pm) or in person City Hall at 447 S. Main St. or by visiting the City's website at https://hillsboroillinois.net/permits-fees/.

There is a $25 fee for returned checks. The balance due plus the bad check fee is to be paid by cash or money order.

- Camping fees are for **one (1) camper**; additional campers or occupants of additional tents must pay additional fees. A tent for children under the age of **sixteen (16)** accompanied by an adult is the only exception to this rule.
- **Pre-Registration.** Seasonal campers (those who stay **April 1 – October 31**) must pre-register and make a prepayment of **One Hundred Dollars ($100.00)** by **October 15** to reserve their site for the next season. IF payment is not made by October 15, then a $50 late payment fee will be assessed to the seasonal camper. After a period of 5 calendar days has passed, if payment is not made, the site will be forfeited and the seasonal camper will not be able to pre-register for the next camping season, and their site will go into the lottery to be drawn by another camper. This prepayment shall be applied towards the next year's seasonal fee and is non-refundable.

Late Fees:

- **Seasonal Campers.** Camping fees are due by **March 15** each year. Payment may be made in **two (2)** installments, by paying one-half of the total fee by **March 15**, and the balance by **June 1**. If the minimum payment is not received by **March 15**, the site will be forfeited, and the camper will not be allowed to move in on April 1. If the total fee is not paid by **June 1**, the site will be forfeited, and such camper will be charged monthly fees for the remainder of the year until checked out.

Move Procedure:

Permanent Campers at Sherwood Forest Campground have the opportunity to move to other sites as they become available by non-renewal. A "Move List" list has been established. If a permanent camper wishes to consider available sites, let the camp host or City Hall know and you will be added to the "Move List". Those on the list will get the opportunity to choose to move (or stay on the list) starting at the top of the list each procedure. There will be a move procedure before each season (usually two to three weeks in advance of April 1st). A mid-season procedure may be conducted if there are enough vacancies to warrant one. A courtesy notification call may be attempted, but is not guaranteed. It is the responsibility of the camper to learn the date(s) of move procedures. Additionally, the camper on the move list can either be present for the procedure or choose a proxy to act on his/her behalf. The camper on the move list must either choose an available site or state that they'd like to stay on the list. If neither wish is communicated, the camper will be removed from the list. The list will be performed starting at the top and go down until available sites have all been selected or the list has been exhausted. Sites that are selected are assumed "as is". Upgrades in electrical service, site configurations, etc. are not to be assumed or guaranteed.

Permanent Camper License Agreement

1. I have read, understand, and agree to all terms and conditions of this agreement.
2. I have been provided with a copy of the Sherwood Forest Campground Rules and Regulations, approved by the Commissioner of Public Property and/or by the City Council, and I will comply with any updates thereto.
3. I acknowledge that the City of Hillsboro has the absolute right to terminate this agreement and remove my property from the campsite if I breach any term of this agreement, including non-payment of the fees or for any violation of any ordinance, rule, regulation, or guideline, and that my right to camp may be revoked at any time for actions which are deemed detrimental to the proper management and operation of the campground.
4. I hereby release the City, campground, management, officers, and employees of all liability for the loss or damage to the property of myself, users of the site, and my guests and visitors, and for injury to myself, users of the site, and my guests and visitors while on the campground premises; furthermore, I agree to indemnify and hold harmless the City, campground, management, officers, and employees against claims resulting from the loss or damage to property or injury to the person of myself, users of the site, and my guests and visitors while on campground premises, provided that the loss, damage, or injury is not caused solely by the negligence or intentional acts of the City of Hillsboro, management, officers, or employees.
5. If the campground is required to start legal proceedings to enforce or recover from the breach of any term or condition of this seasonal agreement, I agree that I will be liable for all costs incurred City of Hillsboro, including actual attorney fees.
6. I understand as a seasonal camper it is my responsibility to inform users of my site and my guests of the campground's policies, rules, regulations, and guidelines and that I will be held accountable and liable for any action arising from my camping party visitors.
7. This Permanent Camper Agreement, any attachments or documents referenced, contains the entire agreement, and all other understandings, statements, and promises merged herein. The agreement is severable; if any part is deemed invalid or unenforceable, all remaining parts will remain in full force and effect.

_____ _____

Permanent Camper Signature Date

The City of Hillsboro will keep the first and last page of this document. The other pages with rules and information should be returned to the camper for reference.

RESOLUTION NO. 2025-06

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND MAIN STREET IMPROVEMENTS, LLC UTILIZING TAX INCREMENT FINANCING FOR RENOVATIONS TO THE EXISTING BUILDING LOCATED AT 400 S MAIN STREET

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 5/11-74.4-1 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, Main Street Improvements, LLC dba The Creamery (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 to 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 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 funds collected pursuant to the TIF Act, 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 funds collected pursuant to the TIF Act, 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.

Passed by the City Council of the City of Hillsboro, Illinois on the 18th day of March, 2025 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 18th day of March, 2025.

Don E. Downs

DON DOWNS
MAYOR

ATTEST:

CITY CLERK

{SEAL}

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
400 S MAIN STREET RENOVATIONS
MAIN STREET IMPROVEMENTS, LLC

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this _____ day of _____, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and MAIN STREET IMPROVEMENTS, LLC dba THE CREAMERY (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 Mayor and 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" or "TIF #1") 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, renovation, 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 project which will cause for the renovation, repair, and rehabilitation of an existing commercial building (the "Redevelopment Project"), on certain "Property", as shall be defined and identified by the following address(s) and PIN(s), including any subdivisions and/or combinations thereof:

Montgomery County PIN:	Address:
16-11-229-002	400 S Main, Hillsboro, Illinois 62049

As also depicted and described in Appendix A – Project Location

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) Renovations, repairs, rehabilitation, and restoration of the existing building located on the Property, which may include, but is not limited to materials and labor for the following project components:

   1. Roof replacement and/or repairs.
   2. Siding replacement and/or repairs.
   3. Flooring replacement and/or repairs.

c) Any and all other repairs, renovations, redevelopment, remodeling, or other work to the building and Property 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 other improvements, site clean-up, inspections, permitting, and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have project components 1 and 3 of the Redevelopment Project substantially completed within 90 days of the date of execution of this Agreement. The Developer agrees to have project component number 2 of the Redevelopment Project substantially completed within 1 year of the date of 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 in order for the Redevelopment Project to be considered substantially complete, all listed components in this Section 1 must be complete to the satisfaction of the City, and all work items must be in compliance with all relevant building codes, ordinances, or other regulations, at the discretion of the City.

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 performance of the proposed project.

SECTION 2: Developer Reimbursement 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 TIF Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

Pursuant to this agreement, the City agrees to reimburse the Developer in an amount equal to **one hundred percent (100%)** of the TIF Eligible Redevelopment Project Costs incurred by the Developer during the performance of the Redevelopment Project which are related to work performed to the roof, siding, and flooring, as determined and verified by the City, in

the City's sole discretion, up to a maximum amount of **$____$32,406.00**____, (the "Incentive Payment").

Disbursement of funds shall occur at the discretion of the City, upon completion of eligible project components and submission of proper Request of Reimbursement by the Developer to the City. Funding may be provided as costs or specific work items are submitted at the agreed upon rate of one hundred percent of costs incurred at such time, not to exceed the Reimbursement Limit.

"TIF Eligible Redevelopment Project Costs" shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City's sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

Summary of TIF Eligible Redevelopment Project Costs		
Work Item Description	**Estimated Total Cost**	**Estimated TIF Eligible Cost**
Roof replacement	$18,000	$18,000
Siding replacement	$4,000	$4,000
Flooring repairs	$10,406	$10,406
TOTAL	**$32,406.00**	**$32,406.00**

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. It will be the obligation of the Developer to produce and submit to the City evidence of any and all TIF Eligible Redevelopment Project Costs which they are requesting reimbursement for in accordance with this Agreement prior to the disbursement of any funds from the City. Total payments to the Developer may not exceed the total TIF Eligible Redevelopment Project Costs approved and verified to have been incurred during the completion of the Redevelopment Project as determined in the sole discretion of the City.

SECTION 3: Requests for Payment. The Developer agrees to submit Requests for Payment of the Incentive Payment 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 deny any Requests for Payment within thirty (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. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum payment and **will only be eligible for disbursement upon substantial completion of all components and conditions of the Redevelopment Project** as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by the Mayor and City Council.

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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

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 per occurrence. **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) The Property is sold ownership is transferred without the written consent of the City, of which will not be unreasonably withheld.
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 ninety (90) days of written notice of such determination.
d) The building(s)/property is not being used for commercial purposes, or any other authorized or otherwise approved purpose, and continues as such for a period of at least sixty (60) days of written notice from the City of such determination.
e) 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.
f) The Property becomes exempt from the payment of property taxes, or the Developer, or any other entity authorized on its behalf, protests or appeals the assessed value of the Property.
g) 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 defaults occur 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 Incentive Payments 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. Requests 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: Liability of the Developer. It is expressly agreed that the signatory(s) of this Agreement, on behalf of the Developer, may be held personally liable for all payments or obligations for payment to the City which have resulted from default or breach of this Agreement.

SECTION 10: Liability of the City. 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 Incentive Payment 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: Hold Harmless of the City. 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. Any 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.

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" (SEAL)

CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

By: Don E. Downs Date: 03/19/2025
Don Downs, Mayor, City of Hillsboro

"DEVELOPER"

MAIN STREET IMPROVEMENTS, LLC
dba THE CREAMERY

By: Jillian Ulrici Date: 3-9-25

Name: Jillian Ulrici Date: 3-9-25

APPENDIX A
PROJECT LOCATION

Project Address(s):
400 S Main, Hillsboro, IL 62049
Montgomery County PIN(s):
16-11-229-002
Legal Description:
E 65 FT LOTS 1 & 2 TILSON ADD 8-4-2614 S T00 R

Project Location Map

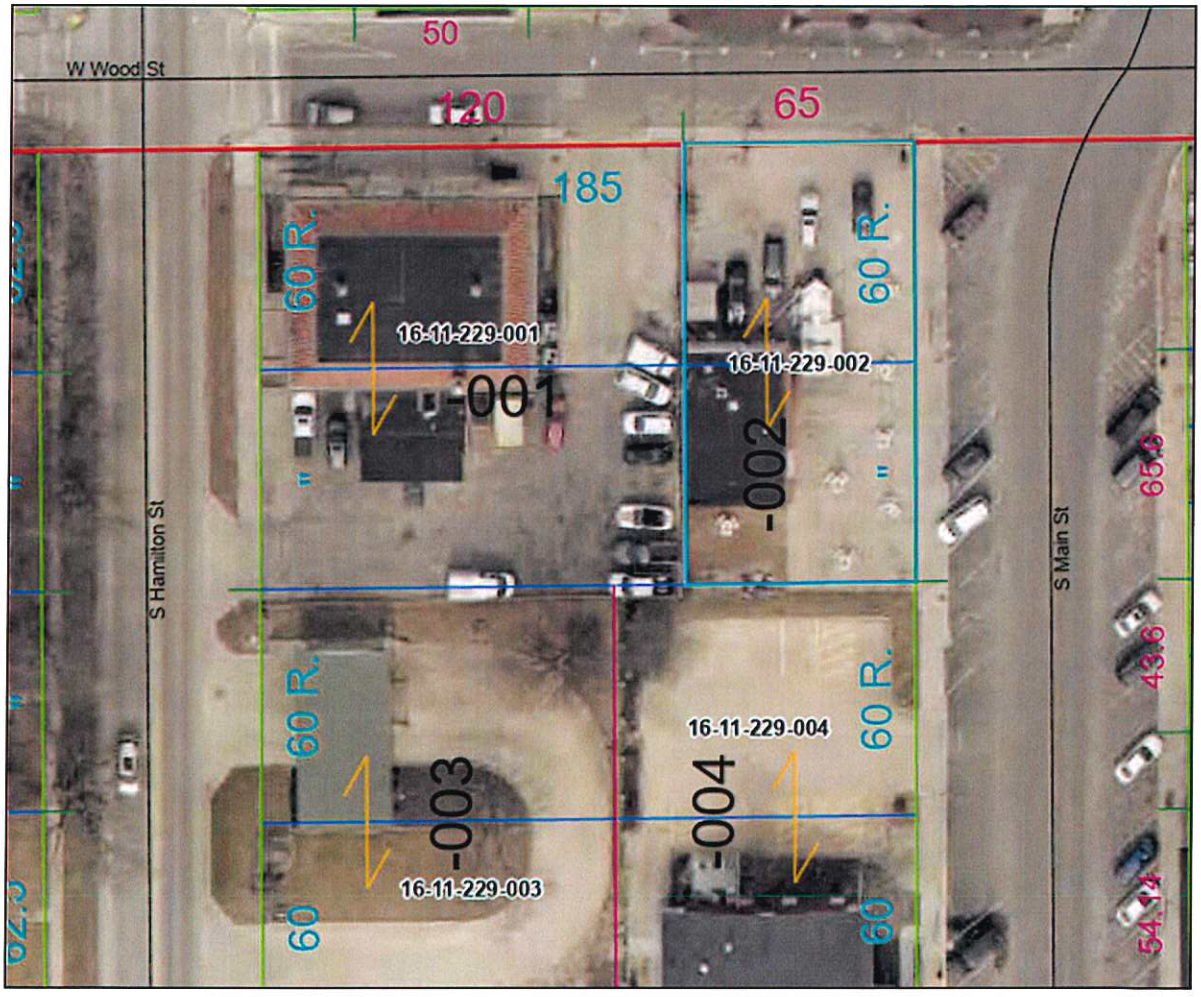


EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

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 TIF #1 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: $_____

For reimbursement of the following Redevelopment Project Costs:

Vendor	Description of Work Performed	Amount
	TOTAL COSTS SUBMITTED:	

*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 real estate and sales taxes attributable to the Property have been paid in full.

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 work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.

7. The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent or intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

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. 2025-07

A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE (PART OF P.I.N. 12-19-400-006)

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 Lake Glenn Shoals in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

> Part of the Southeast Quarter of Section 19, Township 9 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:
>
> > Commencing at the southeast corner of said Southeast Quarter; thence North 00 degrees 19 minutes 13 seconds West along the east line of said Southeast Quarter, a distance of 495.01 feet; thence South 89 degrees 40 minutes 18 seconds West, a distance of 395.81 feet to the point of beginning.
> >
> > From said point of beginning; thence North 73 degrees 26 minutes 12 seconds West, a distance of 184.09 feet to Lake Glenn Shoals water easement contour elevation of 605 (based on normal pool elevation of 590.1); thence Northwesterly along the meandering water easement contour elevation of 605 to a point that bears North 36 degrees 30 minutes 07 seconds West, a distance of 320.70 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 32 minutes 35 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 122.38 feet to said water easement contour elevation of 605; thence Northerly along said meandering water easement contour elevation of 605 to a point that bears North 00 degrees 31 minutes 24 seconds West, a distance of 246.90 feet from last described course; thence South 85 degrees 41 minutes 08 seconds East, a distance of 217.26 feet; thence South 00 degrees 19 minutes 13

seconds East, a distance of 498.03 feet; thence North 89 degrees 41 minutes 06 seconds East, a distance of 165.19 feet; thence South 00 degrees 19 minutes 18 seconds East, a distance of 165.03 feet to the point of beginning, containing 129,379 square feet, more or less (2.970 acres, more or less).

P.I.N.: Part of 12-19-400-006

(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 $32,700.00 (Thirty-Two Thousand Seven Hundred and No/100 Dollars); and

WHEREAS, a Plat of Survey of the Real Estate is attached hereto; and

WHEREAS, ACLehr Properties, LLC have offered to purchase said Real Estate for the sum of $32,700.00 (Thirty-Two Thousand Seven Hundred and No/100 Dollars), plus payment of the costs and expenses incurred by the City associated with such sale; and

WHEREAS, ACLehr Properties, LLC own an adjoining parcel of real estate, which is identified by P.I.N. 12-19-400-016; and

WHEREAS, a proposed contract has been presented to the corporate authorities; 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 $32,700.00 (Thirty-Two Thousand Seven Hundred 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 ACLehr Properties, LLC for the sum of $32,700.00 (Thirty-Two Thousand Seven Hundred and No/100 Dollars).

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

Size: 2.970± 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 6th day of May, 2025, by roll call votes as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois this 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM/k
CITY CLERK

RESOLUTION NO. 2025-08

A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE DESIGNATION OF AREAS AS REDEVELOPMENT PROJECT AREAS

WHEREAS, the City of Hillsboro (the "City") is a political subdivision, body politic, and municipal corporation of the State of Illinois; and,

WHEREAS, the City, in order to promote and protect the health, safety, morals and welfare of the public, must identify those areas which are blighted, as well as those areas which contain conditions precedent to blight; and,

WHEREAS, the City, in order to determine if such conditions exist, and to determine whether such conditions can be eradicated or ameliorated, may elect to study such areas which may contain such conditions; and,

WHEREAS, the City has determined to study such areas, as specifically provided under 65 ILCS 5/11-74.4, et. seq.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hillsboro, Illinois, that:

The City hereby authorizes Moran Economic Development, LLC to undertake a feasibility study on the designation of a redevelopment project area. Generally, the proposed Area includes parcels of property in the central portion of the City east of the downtown area. Property south of East Tremont Street and west of the railroad right-of-way makes up the southern portion of the boundary, and the Area continues north along the railroad right-of-way to take in property north of IL-16. The Area extends northwest to include the Central Park property and north to the sewer treatment facility. In the eastern portion of the Area the boundary includes property between Lake Road and County Road 1200 East and extends north of Smith Road to include properties adjacent to Lake Hillsboro, which make up the northernmost portion of the boundary.

1. The purpose of the proposed redevelopment plan and project within the City of Hillsboro is to provide incentives for development in an area where development would not occur but for the use of tax increment financing and to provide public infrastructure upgrades throughout the area.

2. A general description of tax increment financing follows:

   Tax increment financing was created by the Tax Increment Allocation Redevelopment Act (the "Act"), found at 65 ILCS 5/11-74.4-1 et. seq. Tax increment financing is a technique intended to be used by municipalities to address and eradicate problems which cause areas to qualify, generally, as "conservation" or "blighted" areas, and to carry out redevelopment projects which serve this end. The concept behind the tax increment law is relatively straightforward and allows a municipality to carry out redevelopment activities on a locally controlled basis. Redevelopment, which occurs in a designated Redevelopment Project Area, will increase the equalized assessed valuation of the property and, thus, generate increased property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy and the construction of public infrastructure within that same Redevelopment Project Area.

3. Submit all comments and suggestions regarding the redevelopment of the areas to be studied to:

Sarah McConnell
Economic Development and Community Planning
City of Hillsboro
447 S Main Street
Hillsboro, IL 62049

Placed on file this 15th day of April, 2025.

Presented, passed, and approved this 15th day of April, 2025.

CITY OF HILLSBORO, ILLINOIS

Don Downs, Mayor

ATTEST:

David Jenkins, City Clerk

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-09

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

WHEREAS, on April 15, 2025, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") met in Closed Session, also known as Executive Session, invoking Section 2(c)(1) of the Open Meetings Act (5 ILCS 120/2(c)(1)) as the basis for the Closed Session; and

WHEREAS, during the Closed Session on April 15, 2025, the Corporate Authorities determined that the subject matter was not within an exception to the requirements of the Open Meetings Act, and the Closed Session was promptly concluded upon such determination; and

WHEREAS, the Corporate Authorities have determined that the minutes of said Closed Session should be approved for content and immediately made available for release and public inspection.

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. There being no need for confidentiality, Closed Session minutes of April 15, 2025, along with the audio recording of such Closed Session duly recorded by the City Clerk, shall be immediately made available for release and public inspection.

Section 3. The Mayor is authorized and directed to sign, and the City Clerk is authorized and directed to attest to, this Resolution.

PASSED this 6th day of May, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:
CITY CLERK

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-10

A RESOLUTION APPROVING AND RATIFYING A WASTEWATER SERVICE AGREEMENT WITH THE VILLAGE OF BUTLER, ILLINOIS

WHEREAS, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") wishes to ratify a "WASTEWATER SERVICE AGREEMENT" with the Village of Butler, Illinois, which is attached hereto as "Exhibit A".

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

Section 1. The Corporate Authorities hereby approve and ratify the "WASTEWATER SERVICE AGREEMENT" (attached hereto as "Exhibit A") between the City of Hillsboro, Illinois and the Village of Butler, Illinois.

Section 2. This Resolution shall be in effect immediately upon its passage.

PASSED this 6th day of May, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED this 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

“Exhibit A”

WASTEWATER SERVICE AGREEMENT

THIS WASTEWATER SERVICE AGREEMENT (hereinafter, the "Agreement") is entered into by and between the CITY OF HILLSBORO, ILLINOIS (hereinafter, the "CITY"), and the VILLAGE OF BUTLER, ILLINOIS, (hereinafter, the "VILLAGE") (each referred to as a "Party" or, collectively, as the "Parties").

WHEREAS, the CITY and the VILLAGE are non-home rule municipal corporations as set forth in Article VII, Section 7 of the 1970 Illinois Constitution, located in Montgomery County, Illinois; and

WHEREAS, the CITY owns and operates a wastewater collection system and wastewater treatment facilities (hereinafter, the "City's Wastewater System"); and

WHEREAS, the VILLAGE owns and operates a wastewater collection system (hereinafter, the "VILLAGE's Collection System"); and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-146-1 provides, in part, "[t]he corporate authorities of each municipality may contract with * * * any municipality, or any person for the collection and disposal of sewage originating outside of municipalities"; and

WHEREAS, the CITY and the VILLAGE are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the CITY has previously entered into an agreement or agreements with the VILLAGE providing for treatment of wastewater from the VILLAGE's Collection System; and

WHEREAS, the CITY is in the process of upgrading and updating the City's Wastewater System by constructing a new wastewater treatment plant; and

WHEREAS, construction of the CITY's new wastewater treatment plant is being financed, in part, by funds from the United States Department of Agriculture; and

WHEREAS, to comply with standards established by the United States Department of Agriculture, including 7 C.F.R. § 1780.62, the CITY is required to update its existing agreement(s) with the VILLAGE for providing wastewater services.

NOW THEREFORE, in consideration of the mutual terms, conditions, benefits, covenants, and agreements contained herein, the Parties hereto agree as follows:

1. Authority

This Agreement is authorized and is entered into pursuant to Division 147 of the Illinois Municipal Code, 65 ILCS 5/11-147-1, *et seq.* ("Division 147").

2. Quality & Quantity

During the term of this Agreement or any renewal or extension thereof, the CITY shall receive from the VILLAGE at the Point of Delivery (hereinafter defined) the VILLAGE's Wastewater (hereinafter defined) for the purpose of wastewater treatment, not to exceed in a single month a 25% variance from the previous 12-month average flow, measured in gallons and based on historical data regarding the amount of wastewater conveyed to the CITY by the VILLAGE, subject to the terms, conditions, and provisions of this Agreement. Within this Agreement, the "VILLAGE's Wastewater" shall mean those wastewater connections to the VILLAGE's Collection System within the corporate limits of the Village of Butler as existing on the date of this Agreement. The VILLAGE shall not permit any surface drainage or storm water drainage into its Collection System. The CITY expressly recognizes and understands, however, that an Act of God or a system failure could result in surface drainage or stormwater drainage infiltrating the system, and such situations will only be deemed as ones in which the VILLAGE has "permitted" surface drainage or storm water drainage into its Collection System where the facts demonstrate that to be the case or where the VILLAGE has failed to discontinue or remedy such infiltration after notice and a reasonable opportunity to do so.

Further, the VILLAGE shall not allow any septic systems or bulk waste dumping to be discharged, deposited, or transmitted into the City's Wastewater System from the VILLAGE's Collection System. Any waste streams from the VILLAGE that exceed residential concentrations shall be expressly approved by the CITY beforehand and in writing. For purposes of this Agreement, "residential concentrations" shall mean up to 100 gallons per person per day. Sewage from the VILLAGE (*i.e.*, the VILLAGE's Wastewater) that is transmitted or delivered to the Point of Delivery pursuant to this Agreement shall not exceed the concentrations identified by City ordinances as triggering a surcharge.

In case of reduction in the CITY's capacity to provide wastewater treatment services, all of the CITY's wastewater treatment users, including the VILLAGE, will proportionately share the reduction in treatment capacity.

3. Point of Delivery

The VILLAGE's Wastewater shall be transmitted, delivered, and furnished to the CITY at the existing master meter located at the CITY's wastewater treatment

plant. The CITY and the VILLAGE may mutually agree to amend, expand, relocate, or otherwise modify the Point of Delivery by written agreement pursuant to terms and conditions of this Agreement. Unless and until the Point of Delivery is relocated, the CITY agrees to allow the VILLAGE all reasonable access at all reasonable times to access, repair, or otherwise maintain the Point of Delivery and the line leading thereto, and the VILLAGE agrees to notify the CITY prior to entering upon the CITY's property for such purposes or, if prior notice is impractical, at the earliest reasonable opportunity.

4. Risk of Loss; Care, Custody, and Control

Risk of loss of the VILLAGE's Wastewater shall transfer from the VILLAGE to the CITY at the Point of Delivery. Care, custody, and control of the VILLAGE's Wastewater shall transfer from the VILLAGE to the CITY on the CITY's side of the meter within the Point of Delivery.

5. Rates

A. Rates: The CITY shall charge, and the VILLAGE shall pay, for sewage transmitted, conveyed, and delivered to the City's Wastewater System at the rates established by Ordinances of the CITY. The initial rates shall be as set forth by Ordinance No. 1793, approved April 2, 2024. The CITY shall retain the power to raise or lower the VILLAGE's rates charged under this Agreement in a fashion proportionate with any increases or decreases in rates that CITY may make for its regular customers.

B. Surcharges: Should there be an exceedance of the limitations set forth in paragraph 2 or a violation of paragraph 2 that causes the CITY to incur additional costs for operation, maintenance, replacement, or fines and penalties imposed by any court or state or federal agency, the VILLAGE shall pay to the CITY the actual amount of any such costs for operation, maintenance, replacement, fine, or penalty. In addition, the VILLAGE shall reimburse the CITY for any attorneys' fees and legal costs incurred by the CITY related to the CITY's defense against imposition of fines or penalties by such court or state or federal agency.

6. Metering

The CITY shall continue to operate, own, and maintain at the CITY's expense at the Point of Delivery the necessary metering equipment, including the existing master meter, and required devices of standard type for properly measuring the quantity of the VILLAGE's Wastewater. The VILLAGE shall be responsible for maintaining any other metering equipment not located at or located before the Point of Delivery. The metering equipment shall be read monthly. An appropriate official

of the VILLAGE shall have access to the meter at all reasonable times for the purpose of verifying its readings.

The CITY shall calibrate and test the metering equipment at the Point of Delivery upon request by the VILLAGE, at the VILLAGE's expense, but such request shall not be made more frequently than twice per calendar year. Metering equipment registering not more than 2% above or below the calibration result shall be deemed to be accurate. If the VILLAGE requests calibration and testing of the CITY's metering equipment and the metering equipment is found to be inaccurate (*i.e.*, more than 2% above or below the calibration result), then the CITY shall pay the cost of calibration and testing of the metering equipment. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 6 months previous to such test in accordance with the percentage of inaccuracy found by such tests.

If any meter fails for any period, the amount of water furnished during such period shall be deemed to be the amount of sewage delivered in the corresponding period immediately prior to the failure, unless the Parties agree upon a different amount.

7. Performance

Any requirements of the CITY in its NPDES permits regarding collection systems or sources shall apply to the VILLAGE with regard to the VILLAGE's Collection System.

8. Billing & Payment

During the term of this Agreement, the CITY shall tender statements to the VILLAGE for the sewage transmitted through the Point of Delivery for the prior billing period consistent with the CITY's regular billing practices and schedule. The VILLAGE shall be subject to penalties, interest, and other terms as may be established by ordinance. Furthermore, if the VILLAGE fails to pay any balance that is more than 180 days overdue, the CITY may, in addition to any other rights afforded to the CITY by ordinance, rule, regulation, or law, terminate this Agreement and discontinue the acceptance and treatment of wastewater from the VILLAGE's Wastewater and collection system. The CITY may also pursue any and all remedies available to the CITY at law or in equity.

9. System Rights

It is understood and agreed that the relationship of the CITY and the VILLAGE is contractual in nature and that any payments by the VILLAGE to the CITY as provided herein shall not be construed as vesting any right, title, or interest in the City's Wastewater System or any improvements, enlargements, or extensions

thereof in favor of the VILLAGE. This Agreement shall not vest or otherwise create in the VILLAGE any right to the City's Wastewater System, nor shall the VILLAGE have any right to use or transmit wastewater through the City's Wastewater System that is not expressly approved by the CITY.

10. Term of Agreement; Renewal

The term of this Agreement shall be forty (40) years. Thereafter, this Agreement shall automatically renew for another term of one (1) year, unless this Agreement is sooner terminated by either Party by sending written notice of its intent to do so to the chief executive officer (*i.e.*, the CITY's Mayor or the VILLAGE's President, as applicable) of the other Party within 180 days of the expiration of the initial term or a renewal term of this Agreement. A courtesy copy of any such notices shall also be provided to the other Party's Clerk.

11. Consultations and Exchanges of Information

During the term of this Agreement, each Party shall provide the other with such data and usage forecasts as either Party may reasonably require for its planning purposes. Either Party may inspect the books and records of the other at reasonable times and places, insofar as such books and records relate to the subject matter of this Agreement, and without the necessity for a formal request pursuant to the Freedom of Information Act. Each Party to this Agreement shall consult with the other whenever reasonably requested to do so.

12. Dispute Resolution

This Agreement and its terms are specifically enforceable by court action, including, without limitation, injunctive relief. It is also agreed that the sole and exclusive jurisdiction and venue for any action for enforcement of this Agreement or for any alleged violation of this Agreement shall be solely the Circuit Court of Montgomery County, Illinois.

13. Regulatory Agencies

This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State, and the Parties hereto will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith. The CITY hereby pledges this Agreement as part of the security for the loan issued by the United States Department of Agriculture (Rural Development) to facilitate construction of CITY's new wastewater treatment plant.

14. Miscellaneous

This is the entire agreement between the Parties with respect to its subject matter. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. Any and all prior agreements between the CITY and the VILLAGE are hereby superseded and declared null and void. This Agreement is effective upon execution and approval of the last to occur of (1) a written resolution of the VILLAGE, signed by the VILLAGE President, authorizing the VILLAGE to enter into this Agreement; (2) a written resolution of the CITY, signed by the Mayor of Hillsboro, authorizing the CITY to enter into this Agreement; and (3) this Agreement being signed by the Mayor and the President and attested by the respective Clerks, provided, however, that this Agreement may be executed in counterparts. The signatories to this Agreement warrant and represent that each has full authority to bind his/her respective Party. All modifications to this Agreement shall be in writing and shall be effective only when approved by written resolutions approved and signed by both Parties. The headings in this Agreement are for convenience only and are not substantive parts of this Agreement. This Agreement shall be governed in accordance with Illinois law. In the event any portion of this Agreement is unenforceable, such shall not affect the enforceability of the remainder of the Agreement.

* *THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK* *

IN WITNESS WHEREOF, the CITY and the VILLAGE have executed this Agreement on that date affixed to their respective signatures set forth below.

CITY OF HILLSBORO, ILLINOIS, an Illinois Municipal Corporation

BY: Don E. Downs DATE: 04/21/2025
Its Mayor

ATTEST: DMJ DATE: 4/21/25
Its Clerk

SEAL

VILLAGE OF BUTLER, ILLINOIS, an Illinois Municipal Corporation

BY: Richard J Jans DATE: 4-21-25
Its President

ATTEST: Kendra Lane DATE: 4-21-25
Its Clerk

SEAL

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-11

A RESOLUTION APPROVING AND RATIFYING A WASTEWATER SERVICE AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF CORRECTIONS

WHEREAS, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") wishes to ratify a "WASTEWATER SERVICE AGREEMENT" with the State of Illinois Department of Corrections, which is attached hereto as "Exhibit A".

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

Section 1. The Corporate Authorities hereby approve and ratify the "WASTEWATER SERVICE AGREEMENT" (attached hereto as "Exhibit A") between the City of Hillsboro, Illinois and the State of Illinois Department of Corrections.

Section 2. This Resolution shall be in effect immediately upon its passage.

PASSED this 6th day of May, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED this 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:

DM. K
CITY CLERK

“Exhibit A”

WASTEWATER SERVICE AGREEMENT

THIS WASTEWATER SERVICE AGREEMENT (hereinafter, the "Agreement") is entered into by and between the CITY OF HILLSBORO, ILLINOIS (hereinafter, the "CITY"), and the STATE OF ILLINOIS DEPARTMENT OF CORRECTIONS, (hereinafter, the "IDOC") (each referred to as a "Party" or, collectively, as the "Parties").

WHEREAS, the CITY is a non-home rule municipal corporation as set forth in Article VII, Section 7 of the 1970 Illinois Constitution, located in Montgomery County, Illinois; and

WHEREAS, the CITY owns and operates a wastewater collection system and wastewater treatment facilities (hereinafter, the "City's Wastewater System"); and

WHEREAS, IDOC operates a medium security adult male correctional facility, namely Graham Correctional Center (hereinafter, "Graham"), which is located at 12068 Illinois Route 185, Hillsboro, Montgomery County, Illinois; and

WHEREAS, since 1991, and prior thereto, the City has treated the wastewater generated at Graham and transmitted to the City from Graham via pipes, valves, lines, fittings, flanges, mains, systems, cleanouts, lift station(s), and/or other hardware, facilities, and appurtenances (hereinafter, "Graham's Collection System"); and

WHEREAS, the CITY has previously entered into an agreement or agreements with IDOC providing for treatment of wastewater from Graham's Collection System; and

WHEREAS, the CITY is in the process of upgrading and updating the City's Wastewater System by constructing a new wastewater treatment plant; and

WHEREAS, construction of the CITY's new wastewater treatment plant is being financed, in part, by funds from the United States Department of Agriculture; and

WHEREAS, to comply with standards established by the United States Department of Agriculture, including 7 C.F.R. § 1780.62, the CITY is required to update its existing agreement(s) with IDOC for providing wastewater services; and

WHEREAS, the Illinois Procurement Code, 30 ILCS 500/1-10(b)(1), provides that its provisions do not apply to "[c]ontracts between the State and its political subdivisions"; and

WHEREAS, the CITY and IDOC are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*,

and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes.

NOW THEREFORE, in consideration of the mutual terms, conditions, benefits, covenants, and agreements contained herein, the Parties hereto agree as follows:

1. Authority

This Agreement is authorized and is entered into pursuant to the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and Article VII, Section 10 of the Constitution of the State of Illinois.

2. Quality & Quantity

During the term of this Agreement or any renewal or extension thereof, the CITY shall receive from IDOC/Graham at the Point of Delivery (hereinafter defined) Graham's Wastewater (hereinafter defined) for the purpose of wastewater treatment, not to exceed in a single month a 25% variance from the previous 12-month average flow, subject to the terms, conditions, and provisions of this Agreement. Within this Agreement, "Graham's Wastewater" shall mean those wastewater connections to Graham's Collection System as existing on the date of this Agreement and being discharged to the City for treatment pursuant to any prior agreement. Graham shall be the only property provided with service pursuant to this Agreement. In case of shortages in the CITY's capacity to provide wastewater treatment services, all of the CITY's wastewater treatment users will proportionately share the shortage.

3. Point of Delivery

Graham's Wastewater shall be transmitted, delivered, and furnished to the CITY at the existing lift station located on P.I.N. 16-12-376-001. The CITY and IDOC may mutually agree to amend, expand, relocate, or otherwise modify the Point of Delivery by written agreement pursuant to terms and conditions of this Agreement.

4. Risk of Loss; Care, Custody, and Control

Risk of loss of Graham's Wastewater shall transfer from IDOC to the CITY at the Point of Delivery. Care, custody, and control of Graham's Wastewater shall transfer from IDOC to the CITY at the Point of Delivery.

5. Rates

A. Rates: The CITY shall charge, and IDOC shall pay, for sewage transmitted, conveyed, and delivered to the City's Wastewater System at the rates established by Ordinances of the CITY. The initial rates shall be as set forth by Ordinance No. 1793, approved April 2, 2024. The CITY shall retain the power to raise

or lower IDOC's rates charged under this Agreement in a fashion proportionate with any increases or decreases in rates that CITY may make for its regular customers.

B. Surcharges: In addition to the above rates, and notwithstanding anything to the contrary within this Agreement, surcharges will be calculated at the time of exceedance, measured in gallons, and based on historical data regarding the amount of wastewater conveyed to the CITY by IDOC. IDOC shall pay the rate set forth in paragraph 5.A. on any excesses over and above the effluent limitations set forth in paragraph 2.

6. Metering

The CITY shall continue to operate, own, and maintain at the CITY's expense at or after the Point of Delivery any necessary metering equipment and required devices of standard type for properly measuring the quantity of the Graham's Wastewater. IDOC shall be responsible for maintaining any other metering equipment not located at or located before the Point of Delivery. An appropriate official of the IDOC shall have access to the CITY's meter at all reasonable times for the purpose of verifying its readings.

The CITY shall calibrate and test its metering equipment upon request by IDOC, at the IDOC's expense, but such request shall not be made more frequently than twice per calendar year. Metering equipment registering not more than 2% above or below the calibration result shall be deemed to be accurate. If IDOC requests calibration and testing of the CITY's metering equipment and the metering equipment is found to be inaccurate (*i.e.*, more than 2% above or below the calibration result), then the CITY shall pay the cost of calibration and testing of the metering equipment. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 6 months previous to such test in accordance with the percentage of inaccuracy found by such tests.

If any meter fails for any period, the amount of water furnished during such period shall be deemed to be the amount of sewage delivered in the corresponding period immediately prior to the failure, unless the Parties agree upon a different amount.

7. Performance

Any requirements of the CITY in its NPDES permits regarding collection systems or sources shall apply to IDOC with regard to Graham's Collection System.

8. Billing & Payment

During the term of this Agreement, the CITY shall tender statements to IDOC for the sewage transmitted through the Point of Delivery for the prior billing period

consistent with the CITY's regular billing practices and schedule. All payments by the State (or IDOC) under this Agreement are subject to the Illinois State Prompt Payment Act (30 ILCS 540) and the Illinois Finance Act (30 ILCS 105). If the State fails to make a payment within 90 days after receipt of a proper invoice or the date specified in the contract, whichever is later, interest may be payable as provided by the Prompt Payment Act.

9. System Rights

It is understood and agreed that the relationship of the CITY and IDOC is contractual in nature and that any payments by IDOC to the CITY as provided herein shall not be construed as vesting any right, title, or interest in the City's Wastewater System or any improvements, enlargements, or extensions thereof in favor of IDOC. This Agreement shall not vest or otherwise create in IDOC any right to the City's Wastewater System, nor shall IDOC have any right to use or transmit wastewater through the City's Wastewater System that is not expressly approved by the CITY.

10. Term of Agreement

The term of this Agreement shall be ten (10) years.

11. Consultations and Exchanges of Information

During the term of this Agreement, each Party shall provide the other with such data and usage forecasts as either Party may reasonably require for its planning purposes. Either Party may inspect the books and records of the other at reasonable times and places, insofar as such books and records relate to the subject matter of this Agreement, and without the necessity for a formal request pursuant to the Freedom of Information Act. Each Party to this Agreement shall consult with the other whenever reasonably requested to do so.

12. Regulatory Agencies

This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State, and the Parties hereto will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith. The CITY hereby pledges this Agreement as part of the security for the loan issued by the United States Department of Agriculture (Rural Development) to facilitate construction of CITY's new wastewater treatment plant.

13. Miscellaneous

This is the entire agreement between the Parties with respect to its subject matter. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. Any and all prior agreements between the CITY and IDOC

are hereby superseded and declared null and void. This Agreement is effective upon execution and approval of the last to occur of (1) this Agreement being signed by Graham's Warden or other person authorized to enter into this Agreement by IDOC and (2) a written resolution of the CITY, signed by the Mayor of Hillsboro, authorizing the CITY to enter into this Agreement, together with this Agreement being signed by the Mayor of the CITY and attested by the CITY's Clerk, provided, however, that this Agreement may be executed in counterparts. The signatories to this Agreement warrant and represent that each has full authority to bind his/her respective Party. All modifications to this Agreement shall be in writing and shall be effective only when approved by written resolutions approved and signed by both Parties. The headings in this Agreement are for convenience only and are not substantive parts of this Agreement. This Agreement shall be governed in accordance with Illinois law. In the event any portion of this Agreement is unenforceable, such shall not affect the enforceability of the remainder of the Agreement.

**** THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the CITY and IDOC have executed this Agreement on that date affixed to their respective signatures set forth below.

CITY OF HILLSBORO, ILLINOIS, an Illinois Municipal Corporation

BY: Don E. Downs DATE: 04/24/2025
Its Mayor

ATTEST: DLM DATE: 4/25/2025
Its Clerk

SEAL

STATE OF ILLINOIS DEPARTMENT OF CORRECTIONS

BY: Latoya Hughes by James Deen Digitally signed by Latoya Hughes by James Deen Date: 2025.04.25 11:40:03 -05'00' DATE:
Its Director

ATTEST: Robert L. Fanning Digitally signed by Robert L. Fanning Date: 2025.04.25 14:28:31 -05'00' DATE:
Its General Counsel

SEAL

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-12

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 7, 2025.

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 6th day of May, 2025, by roll call votes as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois this 6th day of May, 2025.

ATTEST:

CITY CLERK

MAYOR

RESOLUTION NO. 2025-13

RESOLUTION AUTHORIZING THE USE OF BUSINESS DISTRICT SPECIAL ALLOCATION FUNDS FOR A REDEVELOPMENT PROJECT OCCURING AT 1710 VANDALIA ROAD (DIAMONDS & DOGS)

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, Dennis McCammack d/b/a Diamonds & Dogs (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 installation of new doors and roof repairs 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 6th day of May, 2025 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				
TOTAL				

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 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:

D M J

CITY OF HILLSBORO SEAL ILLINOIS

RESOLUTION NO. 2025-13

RESOLUTION AUTHORIZING THE USE OF BUSINESS DISTRICT SPECIAL ALLOCATION FUNDS FOR A REDEVELOPMENT PROJECT OCCURING AT 1710 VANDALIA ROAD (DIAMONDS & DOGS)

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, Dennis McCammack d/b/a Diamonds & Dogs (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 installation of new doors and roof repairs 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 6th day of May, 2025 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	/			
TOTAL				

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 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:

DM K

CITY OF HILLSBORO SEAL ILLINOIS

REDEVELOPMENT AGREEMENT
HILLSBORO BUSINESS DISTRICT
DIAMONDS AND DOGS EXISTING BUILDING IMPROVEMENT PROJECT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 6th day of May, 2025, by and between the CITY OF HILLSBORO, MONTOGMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and DENNIS McCAMMACK, doing business as, DIAMONDS AND DOGS (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS

A. On May 24, 2016, in accordance with the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*), as supplemented and amended (the "Business District Act"), the Mayor and City Council of the City (the "Corporate Authorities") approved ordinances designating a Business District Redevelopment Project Area (also known as the "Business District") and adopting the Hillsboro Business District Development and Redevelopment Plan and Project (the "Redevelopment Plan" or "Business District Plan").

B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for development and improvement of certain property located within the Business District which could not or would not be undertaken without the provision of financial 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 goals and objectives specified in the Redevelopment Plans.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Business District Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project. The Developer agrees, subject to the terms and conditions hereof, to undertake a project for the improvement of an existing commercial building for the purposes of operating a commercial business ("Diamonds and Dogs") (the "Redevelopment Project") on certain "Property" as shall be defined and identified by the following address and parcel identification number(s) (including any future subdivision or combination thereof):

Address	Montgomery County, IL PIN(s)
1710 Vandalia Road, Hillsboro, IL 62049	16-13-106-022

As also identified and described in Appendix A – Project Location

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) The performance of improvements, repairs, renovations, and redevelopment to the existing building located on the Property, which includes, but is not limited to:

1. Installation or repair of doors and doorways.
2. Roof repairs.

c) Any and all other work which may be reasonably expected or required to be performed in order to prepare the building for the proposed uses and in accordance with all federal, state, and local regulations of such a facility or development project.

d) Any and all Americans with Disabilities Act compliant improvements, site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to begin the Redevelopment Project within thirty (30) days of execution of this Agreement and have the Redevelopment Project substantially completed on or before July 1, 2025. An extension to these deadlines may be granted upon request from the Developer, with written approval from the City, of which will not be unreasonably

withheld.

The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, all items listed in this Section 1 must be completed, as determined in the reasonable discretion of the City, the building(s) and Property must be ready for occupation, prepared for the proposed uses, open to the public, and be in compliance with all relevant building codes, ordinances, or other regulations.

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 Property.

SECTION 2: Reimbursement of Eligible Costs. 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 Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

"Eligible Redevelopment Project Costs" shall be those shall be those costs actually paid and incurred in connection with the Redevelopment Project which are authorized to be reimbursed or paid from the special allocation fund for the Business District as provided by the Business District Act, as determined and verified by the City, in the City's reasonable discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

Work Item Description	**Estimated Cost**
Installation of New Doors	$5,060.00
Roof Repairs	$3,500.00
Total Estimated Costs	**$8,560.00**

SECTION 3: Structure of Incentives and Developer Reimbursement Payments.
Should the Developer comply with all the obligations in Section 1 and of this Agreement in all material aspects, The City agrees to reimburse the Developer for portions of certain Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

In accordance with this agreement, the City agrees to cause for financial assistance to be made available to the Developer in the following forms:

(A) One-Time Cost Reimbursement Grant Payment

Pursuant to this agreement, the City agrees to reimburse the Developer in an amount equal to **eighty percent (80%)** of the total Eligible Redevelopment Project Costs related to the

Redevelopment Project, as determined and verified by the City, in the City's sole discretion (the "Reimbursement Amount"), up to a maximum amount of **$6,884.00** (the "Reimbursement Limit").

Disbursement of these funds will be in the form of a one-time, lump-sum payment, and will only be eligible for disbursement upon completion of the entire Redevelopment Project, submission of proper Requests for Payment, and verification of costs incurred, as verified and approved by the City, in the City's sole discretion.

SECTION 4: Requests for Payment. The Developer agrees to submit Requests for Payment of Eligible Redevelopment Project Costs in substantially the same form as set forth in Exhibit 1 ("Requests for Payment") at such times as they wish for reimbursement of such costs to be considered by the City for disbursement in accordance with this Agreement. 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.

SECTION 5: 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 6: Disbursement of Payment. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment, and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

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 which revenues collected pursuant to the Business District Act for the Business District are deposited.

SECTION 7: Payment Limited to Special Allocation Funds. 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 Funds for the Business 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 8: 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 $500.00 per occurrence**. The City may choose to waive this fee at their discretion.

SECTION 9: Default and Remedies The Developer agrees that if any of the following events occur within five (5) years after the disbursement of any payments made to the Developer by the City 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 begin or substantially complete the Redevelopment Project within the identified timeframes.
b) 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 one year after written notice of such determination, subject to extension for delays arising from Force Majeure (defined below).
c) The Property ceases to be used for the purposes of operating an approved or otherwise authorized commercial business, which is open to the public on a regular basis, or for any other lawfully authorized purposes as approved by the City, and such use is not re-commenced within thirty (30) days of written notice of such determination, subject to extension for delays arising from Force Majeure (defined below).
d) The Developer is found to have not maintained proper insurance as may be required by any federal, state, or local regulations or requirements.
e) 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 after written notice of such default.
f) The Property becomes exempt from the payment of property taxes, or the Developer, or any representative thereof protests or appeals the assessed value of the property.
g) All general ad valorem taxes and assessments charged or imposed upon the

Property, Developer, business, or any part thereof that at any time are not paid in full at the time they become due and such failure is not cured within thirty (30) days after Developer's receipt of written notice thereof from the City or County.

If a default occurs within five (5) years from the Effective Date, the Developer will return 100% of any payments made to the Developer by the City pursuant to this Agreement. Upon the occurrence of a default or a breach which requires either party to undertake 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. 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 10: Liability of the Developer. It is expressly agreed that the signatory(s) 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 11: Liability of the City. 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 12: City Not Liable for Damages. 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 TIF District or Special Allocation Fund(s), 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 13: Hold Harmless of the City. 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 14: 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 15: 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. Any 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 16: 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 17: 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 Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; 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 Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

SECTION 18: 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 and that no other 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.

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"

(SEAL)

CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

By: Don E. Downs Date: 05/06/2025

Chief Executive Officer/Mayor

"DEVELOPER"

DENNIS McCAMMACK
d/b/a
DIAMONDS AND DOGS

By: _____ Date: 5/13/25

DENNIS McCAMMACK

APPENDIX A
PROJECT LOCATION

Site Address:
1710 VANDALIA RD HILLSBORO, IL 62049
Montgomery County PIN(s):
16-13-106-022
Legal Description:
LOTS 6 & 7 BLK 4 OUTSIDE HILLCREST ADD 8-4-3038 INC 3039 S T00 R

Project Location Map:

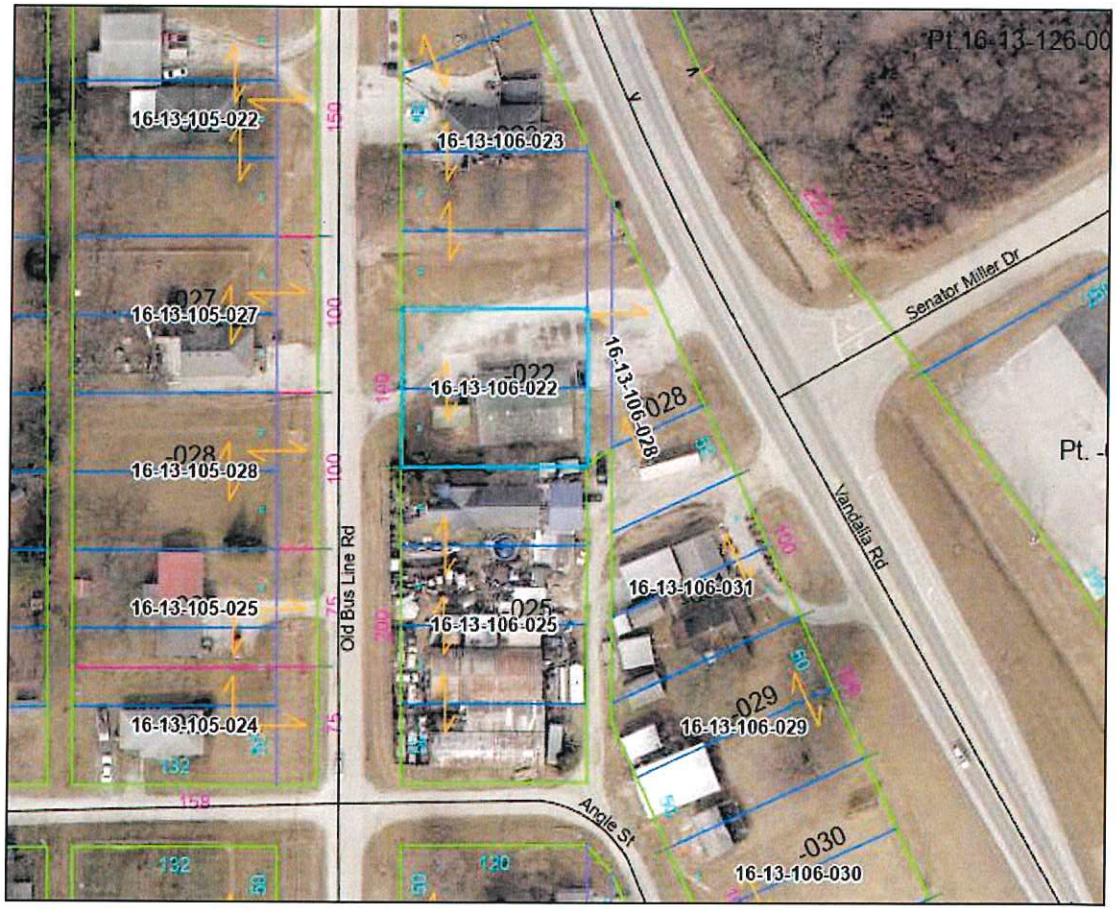


EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

REQUEST FOR REIMBURSEMENT PAYMENT FORM

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

You are hereby requested and directed to make payment from the Special Allocation Fund(s) 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: $_____

For reimbursement of the following Redevelopment Project Costs:

Itemize submitted costs below, and include evidence identified by reference #

Vendor	Description of Work Performed	Amount	Reference #
	TOTAL COSTS SUBMITTED:		

*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 PAGE

CERTIFICATION PAGE – REIMBURSEMENT PAYMENT REQUEST 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 was incurred in connection with the performance of the Redevelopment Project.

2. All real estate taxes attributable to the Property have been paid in full, **proof of which is attached.**

3. These Redevelopment Project Costs have been incurred and 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 monies 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 request.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.

7. The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent, intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date: _____

Approved Payment Amount: $_____

Approved By: _____

RESOLUTION NO. 2025-14

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND WOODY'S WINDOW TO THE WORLD, LLC UTILIZING TAX INCREMENT FINANCING FOR RENOVATIONS TO THE EXISTING BUILDING LOCATED AT 205 S MAIN STREET

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing (TIF) Redevelopment Project Area (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.4-1 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, Woody's Window to the World, LLC (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the use of funds collected pursuant to the TIF Act ("TIF Funds") to support a project which would cause for the rehabilitation, repair, and improvement of certain property within the TIF District to 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 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 a redevelopment project utilizing TIF 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 funds collected pursuant to the TIF Act, 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.

PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 6th day of May, 2025 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 this 6th day of May, 2025.

Don E. Downs
MAYOR

ATTEST:
CITY CLERK

{SEAL}

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
205 S MAIN STREET REHABILIATION & REPAIRS
WOODY'S WINDOW TO THE WORLD, LLC

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this _____ day of _____, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and WOODY'S WINDOW TO THE WORLD, LLC (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

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 Mayor and 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" or "TIF #1") 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 purposes specified in the Redevelopment Plan.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s). The Developer agrees, subject to the terms and conditions hereof, to undertake a project which will cause for the renovation, repair, and rehabilitation of an existing commercial building (the "Redevelopment Project"), on certain "Property", as shall be defined and identified by the following address(s) and PIN(s), including any subdivisions and/or combinations thereof:

Montgomery County PIN:	Address:
16-02-491-002	205 S Main, Hillsboro, Illinois 62049

As also depicted and described in Appendix A – Project Location

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) Renovations, repairs, rehabilitation, and restoration of the existing building located on the Property, which may include, but is not limited to materials and labor for the following project components:

1. Building a shoring wall to stabilize roof while removing east and south walls.
2. Replacement of existing footings.
3. Construction of new south wall and east wall.
4. Rebuilding/re-attaching floor and roof systems.
5. Removing and replacing the old roof with new roof sheeting and updated roof system.
6. Renovation of guttering and downspouts.

c) Any and all other repairs, renovations, redevelopment, remodeling, or other work to the building and Property 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 other improvements, site clean-up, inspections, permitting, and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have the Redevelopment Project substantially completed within 90 days of the date of 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 in order for the Redevelopment Project to be considered substantially complete, all listed components in this Section 1 must be complete to the satisfaction of the City, and all work items must be in compliance with all relevant building codes, ordinances, or other regulations, at the discretion of the City.

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 performance of the proposed project.

SECTION 2: Eligible Redevelopment Project Costs. 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 Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project as may be allowable in accordance with the TIF Act.

"Eligible Redevelopment Project Costs" shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City's sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

PROJECT COSTS ESTIMATES		
Work Item Description	**Estimated Total Cost**	**Estimated TIF Eligible Cost**
Demolition & Structural Repairs	$34,200.00	$34,200.00
Roof Repairs	$16,560.00	$16,560.00
TOTAL	**$50,760.00**	**$50,760.00**

SECTION 3: Structure of Incentives and Developer Reimbursement Payments.
Should the Developer comply with all the obligations in Section 1 and of this Agreement in all material aspects, The City agrees to reimburse the Developer for portions of certain costs incurred during the performance of the Redevelopment Project ("Incentive Payment(s)").

In accordance with this agreement, the City agrees to cause for Incentive Payments to be provided to the Developer in the following forms:

(A) One-Time Cost Reimbursement Grant Payment(s)

Pursuant to this agreement, the City agrees to reimburse the Developer for the following work items at the indicated reimbursement rates and reimbursement limits:

#	Work Item	Reimbursement Rate	Reimbursement Limit
1	Brick Work	100%	$30,000.00
2	Roof Repairs	50%	$8,000.00

Disbursement of these funds will be in the form of a one-time, lump-sum payment, and will only be eligible for disbursement upon completion of the entire Redevelopment Project, submission of proper Requests for Payment, and verification of costs incurred, as verified and approved by the City, in the City's sole discretion.

SECTION 4: Requests for Payment. The Developer agrees to submit Requests for Payment of the Incentive Payment(s) 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 the designated time period, 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 5: Approval of Requests. The City shall approve or deny any Requests for Payment within thirty (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 6: Disbursement of Payment. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and **will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project** as verified and approved by the City, in the City's sole discretion,

and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

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 7: 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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

SECTION 8: 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 per occurrence. **The City may waive this fee at their discretion.**

SECTION 9: Default and Remedies The Developer agrees that if any of the following events occur within five (5) years after the disbursement of any payment from the City 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) 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 conditions are not remedied within 90 days after written notice of such determination, subject to extension for delays arising from Force Majeure.
c) The Property ceases to be used in the operation of a commercial business, which is open to the public on a regular basis, or for any other lawfully authorized purposes as approved by the City, and such use is not re-commenced within thirty (30) days of written notice of such determination, subject to extension for delays arising from Force Majeure.
d) The Developer is found to have not maintained proper insurance as may be required

by any federal, state, or local regulations or requirements.

e) 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 after written notice of such default.
f) The Property becomes exempt from the payment of property taxes, or the Developer, or any representative thereof protests or appeals the assessed value of the property.
g) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, business, or any part thereof that at any time are not paid in full at the time they become due and such failure is not cured within thirty (30) days after Developer's receipt of written notice thereof from the City or Williamson County.

If any of the foregoing defaults occur within five (5) years from the Effective Date, and such default is not timely cured, the Developer will return to the City the amount equal to 100% of any payments 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 10: Liability of the Developer. It is expressly agreed that the signatory(s) 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 11: Liability of the City. 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 12: City Not Liable for Damages. 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 13: Hold Harmless of the City. 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 14: 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 15: 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. Any 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 16: 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 17: 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 18: 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" **CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

(SEAL)

By: Don E. Downs Date: 05/06/2025
Don Downs, Mayor, City of Hillsboro

"DEVELOPER" **WOODY'S WINDOW TO THE WORLD, LLC**

By: _____ Date: _____
DeAnn Shankland, CEO

APPENDIX A
PROJECT LOCATION

Project Address(s):
205 S Main, Hillsboro, IL 62049
Montgomery County PIN(s):
16-02-491-002
Legal Description:
S 10 FT LOT 55 & N 18 FT LT 58 ORIGINAL TOWN 8-4-1346 S T00 R

Property Images & Map

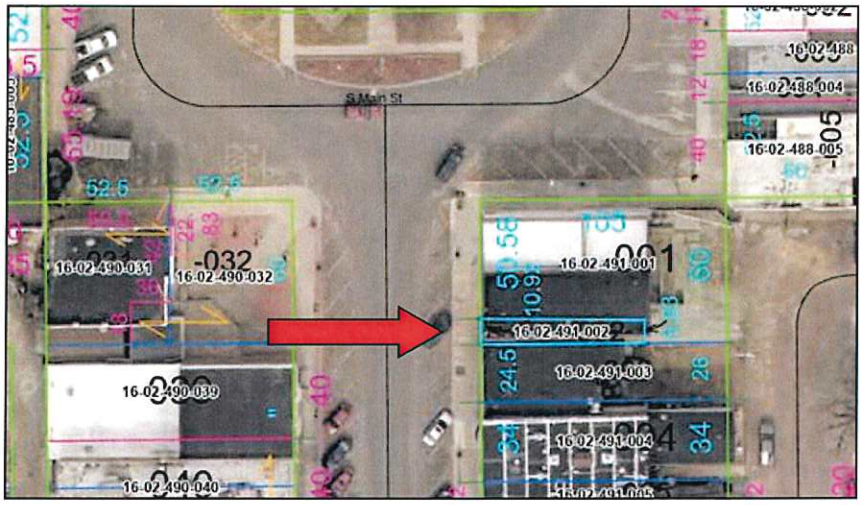




EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

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 TIF #1 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: $_____

For reimbursement of the following Redevelopment Project Costs:

Itemize submitted costs below, and include evidence identified by reference #

Vendor	Description of Work Performed	Amount	Reference #
	TOTAL COSTS SUBMITTED:		

*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 real estate and sales taxes attributable to the Property have been paid in full.

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 work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.

7. The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent or intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS Date: _____

Approved Payment Amount: $_____

Approved By: _____

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-15

A RESOLUTION APPROVING THE EXTENSION OF A LEASE AGREEMENT BETWEEN THE CITY OF HILLSBORO AND DC WASTE AND RECYCLING, INC.

WHEREAS on May 5, 2020, the City of Hillsboro ("City") and DC Waste and Recycling Inc. ("DC Waste") entered into a lease agreement regarding the latter's use of the former's facility, located at 506 Corporate Drive Hillsboro, Illinois 62049; and

WHEREAS said lease allowed for either party to terminate the agreement as long as notice of intent to terminate was given at least 60 days prior; and

WHEREAS on January 21, 2025, the City entered into a Mutual Termination of Lease Agreement with DC Waste with a termination date of July 21, 2025; and

WHEREAS DC Waste has requested the termination date be delayed by a period of 30 days;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, that the City agrees to delay the termination of the lease by a period of 30 days, which shall create a new termination date of August 20, 2025.

PASSED by the City Council of the City of Hillsboro, Illinois, this 1st day of July, 2025, as follows:

Ayes:	4
Nays:	0
Present:	0
Abstain/Absent:	1

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 1st day of July, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM JC
CITY CLERK

(Seal)

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-16

A RESOLUTION APPROVING AN AGREEMENT WITH NORTHWATER CONSULTING FOR ILLINOIS EPA SECTION 319 GRANT ADMINISTRATION AND APPLICATION SERVICES

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 an agreement from Northwater Consulting with regard to grant administration and application services concerning the Illinois Environmental Protection Agency's (ILEPA) Section 319 implementation grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted, is hereby authorized and approved.

PASSED by the City Council of the City of Hillsboro, Illinois, this 1st day of July, 2025, as follows:

Ayes:	4
Nays:	0
Present:	0
Abstain/Absent:	1

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 1st day of July, 2025.

Don E. Downs
MAYOR

ATTEST:

D M. K
CITY CLERK

(Seal)

6/26/2025

City of Hillsboro, Illinois
447 S. Main St.
Hillsboro, IL 62049

RE: Illinois EPA Section 319 Grant Application

Dear Jim May, Superintendent of Parks, Lakes & Recreation

Northwater Consulting, a Spheros Environmental Company (Northwater) is pleased to submit this proposal/contract to assist with the preparation and submission of an Illinois EPA Section 319 implementation grant for practices in the Glenn Shoals Lake watershed. Applications are due by July 23, 2025, 1:00PM CST via the AmpliFund site.

1. SCOPE OF SERVICES

The scope of services and tasks associated with the submittal of the 319 grant shall include:

1. Develop program/grant scope and strategy including practices, practice quantities and costs, expected load reductions and any required engineering, permitting and project management.
2. With input from the city, prepare application narrative, maps, uniform grant application form, application workbook and all necessary attachments.
3. Enter application into the Illinois AmpliFund site. The city will be required to enter some information and submit the final package.
4. Provide general guidance and support for practices on private property, including letters of support and match templates.

Northwater will ensure all necessary information is entered in AmpliFund no later than the close of business Monday, July 21st, 2025 to allow sufficient time for the city to complete a final review and submit.

2. TIME REQUIRED

We can begin the proposed services as soon as we receive authorization to proceed. We estimate the services under Part I can be completed in under 40 hours.

Delays caused by major changes in the project plans or by circumstances beyond the control of Northwater could extend the time of completion.

3. PAYMENT

The services described above can be accomplished for no more than **$7,500**. Invoices are submitted routinely, but no more than monthly, for time and expenses incurred. Terms of payment are net 30 days. Overdue accounts are subject to an interest charge of 1.5 percent per month and services will stop whenever payment is overdue more than 75 days.

Routine expenses such as telephone and copies are included in the rates above. Outside expenses, or other special services incurred directly in connection with the project, are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include mileage.

The scope described under Part I represents our estimate of the services required based on the information provided. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only a total maximum, not-to-exceed budget for completing the services.

4. LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the project to both the City of Hillsboro and Northwater, the risks have been allocated such that The City of Hillsboro agrees, to the fullest extent permitted by law, to limit the liability of Northwater and its officers, employees, and sub-consultants, to the City of Hillsboro and all of the City of Hillsboro's contractors and consultants, for any and all claims, losses, costs, damages of any nature whatsoever; or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Northwater to the City of Hillsboro shall not exceed the total amount of $15,000 or the total fees billed to this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding anything to the contrary herein, in no event shall either Party hereto be liable to the other for any special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, arising out of this Contract/Proposal, however same may be caused. This Section shall survive the expiration or termination of this Contract/Proposal.

5. SPECIAL SERVICES

Services in addition to those described under Part I will be performed or obtained for the client's account upon request and approval at rates currently in effect.

6. INSURANCE

Northwater maintains the following insurance:

1. Commercial General Liability
2. Automobile Liability
3. Workers' Compensation and Employer's Liability
4. Professional Liability Insurance

7. ANTI-DISCRIMINATION

Northwater, its officers, directors, employees and subconsultants, hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. Northwater, its officers, directors, employees and subconsultants shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

Acceptance of this Contract/Proposal and authorization to proceed with the services can be indicated by signing one copy and returning it to us for our files.

We look forward to discussing this Contract/Proposal with you and if you have any questions or concerns about the services offered in the Contract/Proposal please call Jeff Boeckler at 217-725-3181.

Thank you for providing us the opportunity to present this Contract/Proposal to the City of Hillsboro.

Sincerely,

Northwater		**City of Hillsboro, Illinois**	
By:		By:	Don E. Downs
Printed Name:	Jeff Boeckler	Printed Name:	DON E. DOWNS
Title:	Principal Water Resources Specialist	Title:	MAYOR
Date:	6/26/2025	Date:	07-01-2025

Approved By: Roscoe Sopiwnik

Printed Name: Roscoe Sopiwnik

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-17

A RESOLUTION CONSENTING TO ASSIGNMENT OF A LEASE

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 "CITY'S CONSENT TO ASSIGNMENT" (the "Consent") with regard to a Lake Glenn Shoals Lease of real estate in the Lakewood Estate Subdivision to Earl C. Seltzer, as Custodian, namely part of Lot 57, Lot 58, Lot 59, and part of Lot 60, commonly known as 212 Lands End Road (P.I.N. 11-25-451-011, 11-25-451-012, & 11-25-451-013).

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

SECTION 1: That the Consent, 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 approve the said Consent, and the City Clerk is hereby authorized to attest to the same.

PASSED by the City Council of the City of Hillsboro, Illinois, this 15th day of July, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois this ____ day of July, 2025.

Don E. Downs
MAYOR

ATTEST:

DMK
CITY CLERK

CITY'S CONSENT TO ASSIGNMENT

The above named assignee being represented to be a person or persons of good reputation and character, the undersigned City hereby consents to the assignment of the within described lease as to:

TRACT I: A part of Lot 57 in Lakewood Estate Subdivision II, a part of the Northwest Quarter of the Southeast Quarter and part of the East Half of the Southwest Quarter, subject to easements and covenants of record, and restrictions of record, of lake lands in Section 25, Township 9 North, Range 4 West, described as follows: Beginning at the Southeast corner of Lot 57, running thence South 60 degrees 56 minutes 43 seconds West along the South line of Lot 57 for 115.00 feet; thence North 29 degrees 03 minutes 17 seconds West along the West line of Lot 57 for 20.00 feet; thence North 70 degrees 48 minutes 40 seconds East for 116.73 feet to the point of beginning, situated in the city of Hillsboro and County of Montgomery and State of Illinois,

TRACT II: Lot 58 in Lakewood Estate Subdivision II, situated in the City of Hillsboro and County of Montgomery and State of Illinois,

TRACT III: Lot No. 59 and a part of Lot 60 described as beginning at the Northeast Corner of Lot 60, running on a curve having a radius of 125 feet on an arc distance of 32.32 feet; thence South 87 degrees 22 minutes 21 seconds West for 63.36 feet to the North line of Lot 60; thence North 60 degrees 56 minutes 43 seconds East along the North line of Lot 60 for 72.45 feet to the point of beginning, also beginning at the Northwest Corner of Lot 60, running thence North 74 degrees 56 minutes 40 seconds East along the North line of Lot 60 for 107.56 feet; thence South 53 degrees 23 minutes 17 seconds West 106.22 feet to the West line of Lot 60; thence North 27 degrees

43 minutes 08 seconds West along the West line for 40.00 feet to the point of beginning, all situated in Lakewood Estate Subdivision II, a part of the Northwest Quarter of the Southeast Quarter and part of the East Half of the Southwest Quarter, subject to all easements and covenants of record, and restrictions of record, of Lake lands in Section 25, Township 9 North, Range 4 West, all situated in the City of Hillsboro, Montgomery County, Illinois, and excepting therefrom a part of Lot 59 in said Lakewood Estate Subdivision II further described as follows: Beginning on the South line of Lot 59 and 72.45 feet Westerly of the Southeast Corner of Lot 59 running thence South 60 degrees 56 minutes 43 seconds West along said South line of Lot 59 for 147.55 feet; thence North 21 degrees 09 minutes 34 seconds East for 71.76 feet; thence North 87 degrees 22 minutes 21 seconds East for 103.19 feet to the point of beginning,

Parcel Nos.: 11-25-451-011, 11-25-451-012 & 11-25-451-013
212 Lands End Road, Hillsboro, Illinois 62049

to said Tessa E. Buescher, and hereby relieves the assignor of all future accruing obligations of the lease dated April 10, 1979, in so far as it pertains to the Lot herein described on the expressed condition that no further assignment of said lease or subletting of the premises herein, or any part thereof, be hereafter made without the written consent of the City thereto being first obtained.

Signed, sealed, and dated this 15th day of July 2025.

CITY OF HILLSBORO, ILLINOIS

By: Don E. Downs
Mayor

ATTEST:

City Clerk

Prepared by:
Stephen R. Cullison
Cullison & Vandever Law Office
220 S. Main Street, P.O. Box 188
Hillsboro, Illinois 62049
Tele:(217) 532-5432
Registration No. 00555592
Email: cullisonlaw@consolidated.net

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-18

A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE (PART OF P.I.N. 12-30-200-008)

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 near 231 Lake Lane in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

> Part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 9 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:
>
> > Commencing at the Northeast Comer of the Northeast Quarter: thence South 88°55'46" West, 398.81 feet along the North line of said Northeast Quarter to the Point of Beginning.
> >
> > From said point of beginning, continue South 00°39'26" East, along the West line of county tax parcel # 12-30-200-003 for a distance of 330.34 feet to an iron pin set: thence North 85°30'51" West. 58.58 feet to an iron pin set at an elevation of 605.00 feet (based on normal pool elevation of 590.10 feet) of the Lake Glenn Shoals: thence in a North, Northwesterly direction following the contour line of said 605 for a distance 375 feet to the North line of said Northeast Quarter of said Section: thence North 88°57'46" East, 129.47 feet to the point of beginning, containing 0.55 acres more or less.
> >
> > P.I.N.: Part of 12-30-200-008

(hereinafter, the "Real Estate"); and

WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City at which this Resolution is adopted a Plat of Survey of the Real Estate prepared by Beyers Land Surveying; 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 $8,200.00 (Eight Thousand Two Hundred and No/100 Dollars); and

WHEREAS, Aaron Todd Dean & Lora Ann Dean have offered to purchase said Real Estate for the sum of $8,200.00 (Eight Thousand Two Hundred and No/100 Dollars), plus payment of the costs and expenses incurred by the City associated with such sale; and

WHEREAS, Aaron Todd Dean & Lora Ann Dean own an adjoining parcel of real estate, which is identified by P.I.N. 12-30-200-003; 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 $8,200.00 (Eight Thousand Two Hundred 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 Aaron Todd Dean & Lora Ann Dean for the sum of $8,200.00 (Eight Thousand Two Hundred and No/100 Dollars).

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

Size: 0.55± 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.

Adopted this 15th day of July, 2025, by roll call votes as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois this 15th day of July, 2025.

Don E. Downs
MAYOR

ATTEST:

DMK
CITY CLERK

CONTRACT FOR SALE OF PROPERTY OWNED BY THE CITY OF HILLSBORO, IL

THIS PURCHASE AGREEMENT ("Agreement") dated July 15, 2025, is made and entered into by and between **THE CITY OF HILLSBORO, ILLINOIS, an Illinois municipal corporation** (hereinafter referred to as "City" or "Seller"), and **Aaron Todd Dean and Lora Ann Dean** (hereinafter collectively referred to as "Buyer").

1. Subject Property. Buyer agrees to purchase, and Seller agrees to sell and convey to Buyer, subject to all the terms of this Agreement, the real estate legally described on **Exhibit 1** attached hereto and incorporated herein by reference (the "Subject Property"), together with all buildings and other improvements situated thereon, and all fixtures and other property affixed thereto, all on the terms and conditions contained herein.

2. Purchase Price. The purchase price of the Subject Property shall be **Eight Thousand Two Hundred and 00/100 Dollars ($8,200.00)** (the "Purchase Price"), which shall be paid by cashier's or certified check at Closing (hereinafter defined).

3. Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur within 30 days after approval of this Agreement by Resolution of the City's corporate authorities (the "Closing Date").

4. Survey. Seller has no obligation to provide Buyer with a survey of the Subject Property. Buyer shall purchase a survey at his/her/its own expense, which shall be provided to the City before it considers approving this Agreement.

5. Title. Seller represents that it is the record owner of the fee simple interest associated with the Subject Property. Seller has no obligation to provide Buyer with a title commitment or an owner's policy of title insurance covering the Subject Property; Buyer shall purchase same at his/her/its own expense, which shall in no event delay Closing or cause Closing to occur other than as set forth in this Agreement. Buyer has no right to raise any objection to, nor does Seller have any obligation to eliminate or modify, any easement, lien, imposition, encumbrance, restriction, condition, covenant, or any other matter with respect to the Subject Property, whether of record or not, or whether evidenced by a title commitment, survey, or otherwise. Buyer hereby acknowledges and agrees that all such matters are permitted encumbrances hereunder and that conveyance of the Subject Property pursuant to this Agreement will be subject thereto.

6. Property Condition.

(a) Buyer, by executing this Agreement, acknowledges that Seller, except as provided in Section 5 above, has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past or present or future, of, as to, concerning, or with respect to:

(i) The value, nature, quality, or condition of the Subject Property, including, without limitation, the water, soil, and geology;

(ii) Any income to be derived from the Subject Property;

(iii) The suitability of the Subject Property for any and all activities and uses which Buyer may conduct or hope to conduct thereon;

(iv) The compliance of or by the Subject Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;

(v) The title, description, possession, habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Subject Property or any part thereto;

(vi) The manner or quality of the construction or materials, if any, incorporated into the Subject Property;

(vii) The manner, quality, state of repair, or lack of repair of the Subject Property or any portion thereof or any improvements thereto;

(viii) The existence, quality, nature, adequacy, or physical condition of any utilities serving the Subject Property; or

(ix) Any other matter with respect to the Subject Property and, specifically, that Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including, without limitation, the disposal or existence, in or on the Subject Property or any part thereof, of any hazardous materials;

(b) Buyer has fully inspected the Subject Property to his/her/its satisfaction. The conveyance of the Subject Property is "AS IS" and "WITH ALL FAULTS", and Seller has no obligation to alter, repair, or improve the Subject Property or any portion thereof or any improvements thereto. Buyer has made, will make, or hereby waives all inspections of the Subject Property deemed necessary or appropriate by Buyer to determine the Subject Property's value and condition, including, without limitation, inspections for the presence of asbestos, pesticide residues, underground storage tanks, hazardous waste, and any other hazardous material, and all investigations to determine whether any portion of the Subject Property lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority. Buyer's inspection of the Subject Property or waiver thereof relieves Seller of any liability to Buyer as a result of any environmental hazard on or to the Subject Property, and Buyer hereby accepts all liability therefor as between Seller and Buyer and indemnifies and holds Seller harmless from and against any and all claims, liabilities, demands, or actions incident to, resulting from, or in any way arising out of such hazard. This indemnity shall survive closing and shall not be merged therein.

(c) No warranty has arisen through trade, custom, or course of dealing with Seller.

7. Conditions to Closing.

(a) Buyer's Conditions. Buyer's obligation to consummate the transactions contemplated in this Agreement and pay the Purchase Price and accept title to the Subject Property shall be subject to the following conditions precedent on and as of the Closing Date, or the waiver thereof by the Buyer, which waiver shall be binding upon Buyer only to the extent made in writing and dated as of the Closing Date:

(i) A Warranty Deed in the manner and form agreed upon by the parties hereto, duly executed and acknowledged by Seller, and prepared at Buyer's expense; and

(ii) Such affidavits and other documents as may be required in connection with the conveyance of the Subject Property to Buyer.

(b) Seller's Conditions. Seller's obligation to consummate the transactions contemplated in this Agreement and convey the Subject Property to Buyer shall be subject to the following conditions precedent on and as of the Closing Date:

(i) Buyer's delivery of the Purchase Price, subject to adjustment of such prorations set forth in this Agreement;

(ii) Buyer's delivery of payment representing reimbursement of the City's expenses incurred for publication of the Resolution authorizing this transaction, the City's attorneys' fees (including all document preparation fees related to the negotiation, preparation, and consummation of the transactions contemplated hereby), recording fees and other fees to Montgomery County (including any parcel split), and any and all other out-of-pocket expenses paid or payable by the City and associated with the transaction contemplated by this Agreement, which shall be prepared by the City, forwarded to the title company, and paid by Buyer at Closing;

8. Closing Prorations. Buyer shall pay their own attorneys' fees incurred in connection with the negotiation, preparation, and consummation of the transactions contemplated hereby, as well as the City's, as stated in 7(b)(ii) above. Buyer shall bear the cost of recording the deed of conveyance, which shall be payable to Seller as of the Closing Date, as indicated above. Except as is otherwise provided herein, all closing costs, transfer taxes, and costs of the title company, inclusive of Buyer's and Seller's customary closing charges, shall be solely borne by Buyer. Any prorations shall be made as of the Closing Date with tax proration projected from latest available tax bill, which proration shall be final as of Closing. Any installments of special assessments due and payable prior to Closing shall be paid by Seller. Any installments of special assessments which are a lien on date of Closing but are due and payable after Closing shall be paid by Buyer. Buyer shall be responsible for any tax transfer stamps.

9. Indemnification.

(a) By Buyer. In addition to and not in lieu, place, stead and/or substitution of any other indemnity set forth elsewhere herein, Buyer shall indemnify, save, protect, defend, and hold harmless Seller and its employees, managers, officers, directors, and agents, from and against all liabilities, claims, demands and causes of action of any nature whatsoever ("Claims") arising out of Buyer's ownership of, and Buyer's activities conducted on, the Subject Property subsequent to the time of Closing, and/or Buyer's breach of its obligations, representations, warranties, or covenants hereunder. Buyer further agrees to pay any reasonable attorney's fees and expenses of Seller arising from its indemnification obligation hereunder. This covenant shall survive the closing of the transactions contemplated by this Agreement.

(b) Method of Indemnification. In the event that any claim (hereinafter "Indemnitee's Claim") which is indemnified against by or under any term, provision, section or paragraph of this Agreement is made against or received by any indemnified party (hereinafter "Indemnitee") hereunder, said Indemnitee shall notify the indemnifying party (hereinafter "Indemnitor") in writing within ninety (90) calendar days of Indemnitee's receipt of written notice of said Indemnitee's Claim; provided, however, that Indemnitee's failure to timely notify Indemnitor of Indemnitee's receipt of an Indemnitee's Claim shall not impair, void, vitiate and/or invalidate Indemnitor's indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee's delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor's right or ability to defend the Indemnified Claim. Upon its receipt of any or all Indemnitee's Claim(s), Indemnitor shall, in its sole, absolute and unreviewable discretion, diligently and vigorously defend, compromise or settle said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within fourteen (14) calendar days of the final, unappealable resolution of said Indemnitee's Claim. Upon the receipt of the written request of Indemnitee, Indemnitor shall within five (5) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then current status of said Indemnitee's Claim. Prior to an Indemnification Default (as defined herein), Indemnitee may not settle or compromise an Indemnitor's Claim without Indemnitor's prior written consent. Failure to obtain such consent shall be deemed a forfeiture by Indemnitee of its indemnification rights hereunder. In the event that Indemnitor fails or refuses to indemnify, save, defend, protect or hold Indemnitee harmless from and against an Indemnitee's Claim and/or to diligently pursue the same to its conclusion, or in the event that Indemnitor fails to timely report to Indemnitee the status of its efforts to reach a final resolution of an Indemnitee's Claim, on seven (7) calendar days prior written notice to Indemnitor during which time Indemnitor may cure any alleged default hereunder, the foregoing shall immediately, automatically and without further notice be an event of default hereunder (an "Indemnification Default") and thereafter Indemnitee may, but shall not be obligated to, immediately and without notice to Indemnitor, except such notice as may be required by law and/or rule of Court, intervene in and defend, settle and/or compromise said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense, including but not limited to attorneys' fees, and, thereafter, within seven (7) calendar days of written demand for the same Indemnitor shall promptly reimburse Indemnitee all said Indemnitee's Claims and the reasonable costs, expenses and attorneys' fees incurred by Indemnitee to defend, settle or compromise said Indemnitee's Claims plus interest thereon from the date incurred until paid in full at the then published prime rate announced from time to time by the Wall Street Journal plus three (3%) percent.

10. Brokerage Commissions. Seller and Buyer warrant and represent to the other that it has not used any broker and, to the best of either party's knowledge, there is no entity entitled to a commission for the purchase and sale of the Subject Property.

11. Default. If Seller fails to perform any of its obligations hereunder, Buyer's exclusive remedy for such default is termination of this Agreement by written notice thereof. In no event shall Seller be liable to Buyer for any actual, punitive, speculative, or consequential damages. If Buyer fails to perform any of its obligations hereunder, Seller, in its sole and absolute discretion, may either (i) terminate this Agreement by written notice to Buyer, or (ii) bring a claim to enforce specific performance of this Agreement.

12. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by facsimile transmission or e-mail as evidenced by a receipt transmission report if requested by the recipient as follows:

if to Buyer:
Aaron Todd Dean & Lora Ann Dean
215 W. Main
P.O. Box 55
Coffeen, IL 62017

if to Seller:
City of Hillsboro
Attn: City Clerk
447 South Main Street
Hillsboro, IL 62049

with a copy to:
Christopher E. Sherer
Giffin, Winning, Cohen & Bodewes, P.C.
900 Community Drive
Springfield, IL 62703

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

13. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto. The Exhibits annexed hereto are hereby incorporated herein by reference as though fully set forth herein. This Agreement may not be modified or amended except in writing signed by the parties hereto. All understandings and agreements heretofore and

between the parties are merged in this Agreement and all Exhibits and Schedules attached hereto, which alone fully and completely express the agreement of the parties hereto with respect to the subject matter hereof, and which supersede all prior negotiations, representations or agreements pertaining to the subject matter hereof, either oral or written.

(b) Waiver. No waiver of any term, provision or condition of this Agreement shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

(c) Dispute Resolution; Attorney's Fees. The venue for any litigation involving this Agreement shall be in the Circuit Court of the Fourth Judicial Circuit, Montgomery County, Illinois. The law of this Agreement shall be the law of the State of Illinois. In any controversy arising out of the interpretation or performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred from the other party; provided, however, that Seller's liability, if any, for court costs and attorneys' fees shall not exceed $500.00 in the aggregate.

(d) Headings. The headings of the various Sections of this Agreement have been inserted only for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

(e) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

(f) Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

(g) No Third Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any party or entity not a party to this Agreement.

(h) Further Assurances. Each of Seller and Buyer shall provide to the other such further assurances as may reasonably be required hereunder to effectuate the purposes of this Agreement and, without limiting the foregoing, shall execute and deliver such affidavits, certificates and other instruments as may be so required hereunder so long as the same shall not materially increase the liability of the party so executing and delivering said instrument.

(i) Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

(j) Usage. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require, or "any" shall mean "any and all"; "or" shall mean "and/or" "including" shall mean "including without limitation".

(k) No Strict Construction. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

(l) Survival of Representations and Warranties. The representations and warranties made by Seller and Buyer as stated in Paragraph 7 herein shall survive the closing of the transactions contemplated by this Agreement.

(m) Signatures. A facsimile or PDF copy sent via email shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this July 15, 2025.
(insert date)

SELLER:

CITY OF HILLSBORO, ILLINOIS,
an Illinois municipal corporation

By: Don E. Downs
Its Mayor

ATTEST:

By: D.M. K
City Clerk

BUYER:

Aaron Todd Dean

Lora Dean
Lora Ann Dean

Exhibit 1

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

Commencing at the Northeast Comer of the Northeast Quarter: thence South 88°55'46" West, 398.81 feet along the North line of said Northeast Quarter to the Point of Beginning.

From said point of beginning, continue South 00°39'26" East, along the West line of county tax parcel # 12-30-200-003 for a distance of 330.34 feet to an iron pin set: thence North 85°30*51" West. 58.58 feet to an iron pin set at an elevation of 605.00 feet (based on normal pool elevation of 590.10 feet) of the Lake Glenn Shoals: thence in a North, Northwesterly direction following the contour line of said 605 for a distance 375 feet to the North line of said Northeast Quarter of said Section: thence North 88°57'46" East, 129.47 feet to the point of beginning, containing 0.55 acres more or less.

P.I.N.: Part of 12-30-200-008

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-19

A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT

WHEREAS, Article XXIV, paragraph "G)" of the City's collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council (the "FOP") states, "The City agrees to provide a mutually agreed upon attorney to defend officers who have civil action brought against them for incidents which occur in the line of duty"; and

WHEREAS, an officer of the Hillsboro Police Department has had a civil action brought against him for an incident allegedly occurring in the line of duty, and the FOP has proposed that Mr. Laudeman defend the officer; and

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 draft/proposed contract for legal services from Kirk W. Laudeman of Sorling Northrup to provide legal services in defense of the said civil action; and

WHEREAS, Section 1-2-45(K) of the City Code provides that contracts for professional services – specifically including attorneys – "may be entered into by the City without observing the bidding procedures prescribed by this section for the award of formal contracts"; and

WHEREAS, the corporate authorities have been presented with a summary of Mr. Laudeman's qualifications and find that it is in the best interests of the City that

Mr. Laudeman be retained to defend the officer of the Hillsboro Police Department in the civil action that has been brought against him.

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

SECTION 1: That the professional services contract, 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 professional services contract and approve the same, and, as necessary, the City Clerk is hereby authorized to attest to the same.

PASSED by the City Council of the City of Hillsboro, Illinois, this 15th day of July, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 15th day of July, 2025.

Don E. Downs
MAYOR

ATTEST:

D M K
CITY CLERK

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-20

A RESOLUTION APPROVING AND RATIFYING A WASTEWATER SERVICE AGREEMENT WITH THE VILLAGE OF SCHRAM CITY

WHEREAS, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "Corporate Authorities") wishes to ratify a "WASTEWATER SERVICE AGREEMENT", a "WATER SUPPLY AGREEMENT", and a "SETTLEMENT AGREEMENT & MUTUAL RELEASE" with the Village of Schram City, which are attached hereto as "Exhibit A", "Exhibit B", and "Exhibit C", respectively.

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

Section 1. The Corporate Authorities hereby approve and ratify the "WASTEWATER SERVICE AGREEMENT" ("Exhibit A"), the "WATER SUPPLY AGREEMENT" ("Exhibit B"), and the "SETTLEMENT AGREEMENT & MUTUAL RELEASE" ("Exhibit C") between the City of Hillsboro and Village of Schram City.

Section 2. This Resolution shall be in effect immediately upon its passage.

PASSED this 5th day of August, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

Ayes:	4
Nays:	0
Present:	0
Abstain/Absent:	1

APPROVED this 5th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:

DHM
CITY CLERK

“Exhibit A”

SETTLEMENT AGREEMENT & MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT & MUTUAL RELEASE (hereinafter, the "Agreement") is entered into by and between the CITY OF HILLSBORO, ILLINOIS (hereinafter, the "CITY"), and the VILLAGE OF SCHRAM CITY, ILLINOIS, (hereinafter, the "VILLAGE") (each referred to as a "Party" or, collectively, as the "Parties") to extinguish any and all claims regarding the *Amended Water Purchase Agreement* between the Parties, dated October 12, 2021.

WHEREAS, the CITY and the VILLAGE are non-home rule municipal corporations as set forth in Article VII, Section 7 of the 1970 Illinois Constitution, located in Montgomery County, Illinois; and

WHEREAS, on or about October 12, 2021, the Parties entered into an *Amended Water Purchase Agreement*; and

WHEREAS, certain disagreements and disputes have arisen between the parties with regard to the *Amended Water Purchase Agreement* (hereinafter, the "Dispute"); and

WHEREAS, the Parties desire to settle all disputes concerning the *Amended Water Purchase Agreement*, subject to the terms and conditions of this Agreement, and to enter – separately and simultaneously herewith – a new *Water Supply Agreement* to thereby redefine the Parties' respective duties and obligations going forward without regard to the *Amended Water Purchase Agreement*; and

WHEREAS, the Parties acknowledge that they are entering into this Agreement voluntarily.

NOW THEREFORE, in consideration of the mutual terms, conditions, benefits, covenants, and agreements contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Releases

A. VILLAGE's Release: The VILLAGE and its past, present, and future officials, employees, agents, representatives, attorneys, insurers, re-insurers, underwriters, and all other affiliated persons, firms, partnerships, entities, and corporations (collectively, the "VILLAGE Releasors"), do hereby expressly fully remise, release, and forever discharge the CITY and its past, present, and future officials, employees, agents, representatives, attorneys, insurers, re-insurers, underwriters, and all other affiliated persons, firms, partnerships, entities, and corporations (collectively, the "VILLAGE Releasees"), of and from: (1) all and any manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings,

bonds, bills, specialties, promises, covenants, contracts, agreements, variances, trespasses, damages, judgments, decrees, extents, executions, claims, obligations and demands, whether in law, equity or otherwise (collectively, "Claims"), which could or may have been asserted in regarding the Dispute, without limitation, whether such Claims are known or unknown; (2) all and any manner of other Claims of the VILLAGE Releasors (or any of them) known to the VILLAGE Releasors (or any of them) on the date hereof that in any way involves or concerns the *Amended Water Purchase Agreement*; and (3) all and any manner of other Claims of the VILLAGE Releasors (or any of them) based upon, arising out of, or in connection with, any facts known to the VILLAGE Releasors (or any of them) on the date hereof that in any way involves or concerns the *Amended Water Purchase Agreement.*

B. CITY's Release: The CITY and its past, present, and future officials, employees, agents, representatives, attorneys, insurers, re-insurers, underwriters, and all other affiliated persons, firms, partnerships, entities, and corporations (collectively, the "CITY Releasors"), do hereby expressly fully remise, release, and forever discharge the VILLAGE and its past, present, and future officials, employees, agents, representatives, attorneys, insurers, re-insurers, underwriters, and all other affiliated persons, firms, partnerships, entities, and corporations (collectively, the "CITY Releasees"), of and from: (1) all and any manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, promises, covenants, contracts, agreements, variances, trespasses, damages, judgments, decrees, extents, executions, claims, obligations and demands, whether in law, equity or otherwise (collectively, "Claims"), which could or may have been asserted in regarding the Dispute, without limitation, whether such Claims are known or unknown; (2) all and any manner of other Claims of the CITY Releasors (or any of them) known to the CITY Releasors (or any of them) on the date hereof that in any way involves or concerns the *Amended Water Purchase Agreement*; and (3) all and any manner of other Claims of the CITY Releasors (or any of them) based upon, arising out of, or in connection with, any facts known to the CITY Releasors (or any of them) on the date hereof that in any way involves or concerns the *Amended Water Purchase Agreement.*

2. Representations & Warranties

A. VILLAGE's Release: To induce the CITY to enter into this Agreement, the VILLAGE represents and warrants that: (1) it has the power, competence, and authority to execute and deliver this Agreement and perform its obligations hereunder; (2) this Agreement is duly executed and delivered by the VILLAGE, and constitutes the legal, valid, and binding obligation of it, enforceable against it in accordance with its terms; (3) the VILLAGE has not assigned, granted, or transferred,

or purported to assign, grant, or transfer, any Claims arising out of or in any way relating to or resulting from any action or failure to act of the VILLAGE Releasees (or any of them), including, without limitation, any Claims based upon, arising out of, or in connection with, the Dispute.

B. CITY's Release: To induce the VILLAGE to enter into this Agreement, the CITY represents and warrants that: (1) it has the power, competence, and authority to execute and deliver this Agreement and perform its obligations hereunder; (2) this Agreement is duly executed and delivered by the CITY, and constitutes the legal, valid, and binding obligation of it, enforceable against it in accordance with its terms; (3) the CITY has not assigned, granted, or transferred, or purported to assign, grant, or transfer, any Claims arising out of or in any way relating to or resulting from any action or failure to act of the CITY Releasees (or any of them), including, without limitation, any Claims based upon, arising out of, or in connection with, the Dispute.

3. Acknowledgment of Resolution

The Parties hereto agree and acknowledge that: (1) this Agreement is entered into for the purpose of resolving contested claims and disputes, thus avoiding the substantial costs, expenses, and uncertainties associated with such claims and disputes through litigation or other means; and (2) neither this Agreement nor the performance hereof shall constitute or be construed as an admission of liability by any Party hereto or any indication that any claim of the Parties hereto has any merit.

4. Agreement to be Approved

This Agreement shall be effective upon execution and approval of the last to occur of (1) a written resolution of the VILLAGE, signed by the VILLAGE President, authorizing the VILLAGE to enter into this Agreement; (2) a written resolution of the VILLAGE, signed by the VILLAGE President, authorizing the VILLAGE to enter into the new *Water Supply Agreement* that supersedes and replaces the *Amended Water Purchase Agreement*; (3) a written resolution of the CITY, signed by the Mayor of Hillsboro, authorizing the CITY to enter into this Agreement; (4) a written resolution of the CITY, signed by the Mayor of Hillsboro, authorizing the CITY to enter into the new *Water Supply Agreement* that supersedes and replaces the *Amended Water Purchase Agreement*; and (5) this Agreement being signed by the Mayor and the President and attested by the respective Clerks, provided, however, that this Agreement may be executed in counterparts. The signatories to this Agreement warrant and represent that each has full authority to bind his/her respective Party.

5. Credit to the VILLAGE

Pursuant to the new *Water Supply Agreement* that supersedes and replaces the *Amended Water Purchase Agreement*, the CITY shall credit the VILLAGE the sum of Thirty-Three Thousand Five Hundred Fifty-Six Dollars and Three Cents ($33,556.03).

6. Miscellaneous

A. Entire Agreement: This Agreement shall be deemed to set forth the full and complete understanding and agreement of the Parties hereto relating to the subject matter hereof and supersedes any and all negotiations, agreements, and representations made or dated prior to the date hereof. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. Any and all prior agreements between the CITY and the VILLAGE are hereby superseded and declared null and void. All modifications to this Agreement shall be in writing and shall be effective only when approved by written resolutions approved and signed by both Parties.

B. Counterparts: This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois except as preempted by applicable federal law. The parties hereto shall comply will all applicable federal law.

D. General Rules of Interpretation: Unless otherwise required by the context in which any term appears:

(1) Capitalized terms used in this Agreement shall have the meanings specified in this Agreement.

(2) The singular shall include the plural and the masculine shall include the feminine and neuter.

(3) The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to."

(4) The term "day" shall mean calendar day, the term "month" shall mean a calendar month, and the term "year" shall mean a calendar year.

(5) All references to a particular entity shall include such entity's permitted successors and assigns.

(6) Use of the word "and" herein shall be construed in the conjunctive form and shall not be construed to mean "or."

E. Headings: The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

F. Joint Responsibility for Drafting: This Agreement was negotiated and prepared by all parties hereto with advice of legal counsel to the extent deemed necessary by each party; the parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one party on the ground that such party is the author or draftsman of this Agreement or any part hereof. Each Party is fluent in English and fully understands the legal terminology of this Agreement.

**** THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the CITY and the VILLAGE have executed this Agreement on that date affixed to their respective signatures set forth below.

CITY OF HILLSBORO, ILLINOIS, an Illinois Municipal Corporation

BY: Don E. Downs DATE: 07-15-2025
Its Mayor

ATTEST: D M J DATE: 7/15/2025
Its Clerk

SEAL

VILLAGE OF SCHRAM CITY, ILLINOIS, an Illinois Municipal Corporation

BY: Thomas W Cmd DATE: 7-15-25
Its President

ATTEST: Janet K. Stewart DATE: 7-15-2025
Its Clerk

SEAL

WATER SUPPLY AGREEMENT

THIS WATER SUPPLY AGREEMENT (hereinafter, the "Agreement") is entered into by and between the CITY OF HILLSBORO, ILLINOIS (hereinafter, the "CITY"), and the VILLAGE OF SCHRAM CITY, ILLINOIS, (hereinafter, the "VILLAGE") (each referred to as a "Party" or, collectively, as the "Parties").

WHEREAS, the CITY and the VILLAGE are non-home rule municipal corporations as set forth in Article VII, Section 7 of the 1970 Illinois Constitution, located in Montgomery County, Illinois; and

WHEREAS, the CITY owns and operates a complete public waterworks system, which is recognized by the Illinois Environmental Protection Agency, including an elevated water tower, distribution pipe network, and a water treatment plant located at 118 Smith Road, Hillsboro, Illinois 62049 (hereinafter referred to as the "Hillsboro Water System"); and

WHEREAS, the VILLAGE owns and maintains a public waterworks system, including a distribution pipe network; and

WHEREAS, the VILLAGE desires to continue to obtain an adequate supply of water from and to purchase water from the Hillsboro Water System, and the CITY desires to sell water to supply the VILLAGE's needs within the Village of Schram City, Illinois ONLY (hereinafter referred to as "Village System" and further defined below); and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-124-1 provides, in part, that a municipality may contract with another municipality for a supply of water; and

WHEREAS, the CITY and the VILLAGE are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the CITY has previously entered into an agreement or agreements with the VILLAGE providing water to the VILLAGE; and

WHEREAS, the CITY and the VILLAGE desire to memorialize their respective agreements regarding the sale and transfer of water from the CITY to the VILLAGE.

NOW THEREFORE, in consideration of the mutual terms, conditions, benefits, covenants, and agreements contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Authority

This Agreement is authorized and is entered into pursuant to Division 124 of the Illinois Municipal Code, 65 ILCS 5/11-124-1, *et seq.* ("Division 124").

2. Incorporation; Approval by USDA-RD

The findings made in the prefatory portion of this Agreement are hereby adopted by the parties. This Agreement is subject to and conditioned upon the United States Department of Agriculture - Rural Development (hereinafter referred to as "USDA-RD") consent to and approval of this Agreement.

3. Purchase & Sale; Identification of Interconnection Point

A. Purchase & Sale: The CITY shall sell, transmit, deliver, and convey to the VILLAGE, and the VILLAGE shall purchase and accept, potable water pursuant to the terms and conditions of this Agreement. The potable water sold, transmitted, delivered, and conveyed by the CITY to the VILLAGE shall be delivered by the CITY F.O.B. to the Interconnection Point as defined herein, and shall be accepted and purchased by the VILLAGE at the Interconnection Point as defined herein, and thereafter transmitted into the Village System at the VILLAGE's expense, which potable water shall be transmitted to the VILLAGE's customers which are located within the Village System. The "Village System" shall be defined as those connections within the corporate limits of the Village of Schram City, Illinois as existing on the date of this Agreement. No amount of potable water sold, transmitted, delivered, and conveyed by the CITY to the VILLAGE shall be transmitted to the VILLAGE customers that are located outside of the Village System, including any annexations into the corporate limits of the Village of Schram City after the date of this Agreement, without first obtaining the CITY's written approval.

B. Interconnection Point: The interconnection point is the existing meter dedicated to distributing water to the VILLAGE, which is located at 39°09'22.8"N 89°28'31.3"W, north of School Street/Illinois Route 16 and northwest of Industrial Park Drive in Hillsboro, Montgomery County, Illinois (hereinafter referred to as the "Interconnection Point"). The CITY and the VILLAGE may mutually agree to amend, expand, relocate or otherwise modify the Interconnection Point by written agreement pursuant to terms and conditions of this Agreement. Recognizing that the Interconnection Point is not located on property owned by the CITY, the VILLAGE shall be responsible for securing/maintaining appropriate permission and rights to access the Interconnection Point, and the CITY agrees to cooperate with the VILLAGE in that regard. The CITY will allow the VILLAGE all reasonable access at all reasonable times to CITY property for the VILLAGE's purpose of accessing or repairing the Interconnection Point or the line leading thereto, and the VILLAGE

agrees to notify the CITY prior to entering upon the CITY's property for such purposes or, if prior notice is impractical, at the earliest reasonable opportunity.

C. Risk of Loss; Care, Custody, and Control: Risk of loss of the potable water shall transfer from the CITY to the VILLAGE on the VILLAGE's side of the Interconnection Point. Care, custody, and control of the potable water shall transfer from the CITY to the VILLAGE on the VILLAGE's side of the Interconnection Point.

4. Operation & Transmission of Water at Interconnection Point

A. Measurement of Water: The VILLAGE shall, at its expense, maintain and operate metering equipment at the Interconnection Point. The CITY shall measure water supplied to the VILLAGE by unit of measurement of 1,000 gallons of water per United States Standard Liquid Measure.

B. Utilities: The VILLAGE shall remain solely responsible for all, utilities, maintenance, and upgrade costs that may be required to the Village System.

C. Quantity & Pressure: Subject to the terms and conditions of this Agreement, the CITY shall transmit and deliver to the VILLAGE at the Interconnection Point (for distribution within Village System for sale and consumption by the VILLAGE's retail and wholesale customers within the Village System) a volume of potable water not to exceed an annual increase of more than 25% over the average consumption over the prior 3-year period (hereinafter referred to as the "Maximum Quantity"), at a flow rate not to exceed one hundred gallons per minute (100 gpm) at a suction pressure of thirty-five pounds per square inch (35 psi). The quantity of water and pressure transmitted by the CITY to the VILLAGE through the Interconnection Point may be modified by the mutual written agreement of the parties, and the Parties shall negotiate new terms if the VILLAGE exceeds the Maximum Quantity. Any pressure or flow rates in excess of the foregoing pressure and flow rates necessary to operate the Village System shall be the responsibility and expense of the VILLAGE. The CITY shall not be entitled to and shall not be obligated to transmit and deliver to the VILLAGE any amount of potable water in excess of the Maximum Quantity. However, from time to time the CITY may voluntarily allow the VILLAGE to purchase potable water in excess of the Maximum Quantity; provided, however, that such sale and purchase of potable water in excess of the Maximum Quantity shall not create any continuing obligation of the CITY to continue to sell to the VILLAGE potable water in excess of the Maximum Quantity, shall not create any continuing obligation of the VILLAGE to purchase potable water in excess of the Maximum Quantity, and shall not be deemed to create any course of dealing compelling the VILLAGE or the CITY to purchase or sell potable water in excess of the Maximum Quantity.

5. Rates

The CITY shall charge and the VILLAGE shall pay to the CITY $5.63700 per 1,000 gallons of water transmitted, conveyed and sold to the VILLAGE pursuant to the terms and conditions of this Agreement. This rate shall be effective through and including April 30, 2027. The CITY shall retain the power to raise or lower the VILLAGE's rate(s) charged under this Agreement in a fashion proportionate with any increases or decreases in rates that CITY may make by ordinance for its regular customers, or to create by ordinance different rate scales for the VILLAGE, but any such adjusted rate(s) shall not be effective until May 1, 2027.

6. Billing & Metering

Upon forty-eight (48) hours prior notice, the CITY may review the VILLAGE's metering equipment for the purpose of verifying meter readings. The VILLAGE shall calibrate and test the metering equipment at the Interconnection Point upon request by the CITY, but not more frequently than once per calendar year. Metering equipment registering not more than 2% above or below the calibration result shall be deemed to be accurate. If the CITY requests calibration and testing of the VILLAGE's metering equipment and the metering equipment is found to be accurate (*i.e.*, within 2% above or below the calibration result), then the CITY shall pay the cost of calibration and testing of the meter. If the VILLAGE's metering equipment is found to be inaccurate (*i.e.*, more than 2% higher or lower than the calibration result), in addition to making the adjustments provided for herein, the VILLAGE shall reimburse the CITY for the cost of calibration and testing of the metering equipment.

The CITY shall maintain the meter registers and cellular transmitters to read the meters for billing purposes.

If, after the exercise of due diligence, it is impractical or impossible to determine if the metering equipment has become inaccurate, the previous meter readings of any meter disclosed by calibration to be inaccurate shall be corrected for the six-month period immediately prior to such calibration test in accordance with the percentage of inaccuracy found by such calibration, which correction shall be the sole and exclusive remedy and measure of damages for any metering equipment deemed to be inaccurate. If any metering equipment fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period of time one year prior to the failure. The metering equipment shall be read on a monthly basis.

7. Force Majeure

Failures of pressure or water supply due to water main line breaks, power failure, flood, drought, fire, acts of God, acts of terrorism, use of water to fight fire, earthquake, windstorm or other casualty, or other causes beyond the reasonable control of the CITY (hereinafter referred to as an "Event of Force Majeure") shall excuse the CITY from any and all liability or obligation under this Agreement for such reasonable period of time as may be necessary to effect repairs and restore pressure or water supply to the VILLAGE. The CITY shall not be liable to the VILLAGE for any loss, liability, claim, demand, cause of action, cost, expense of attorney fee arising out of any Event of Force Majeure; provided, however, that the CITY shall use commercially reasonable efforts at all times to maintain its public water system in good and working order in accordance with the rules and regulations of the Illinois Department of Public Health and the Illinois Environmental Protection Agency, and the CITY shall exercise commercially reasonable efforts to repair any damage to its public water system as soon as reasonably practicable. In the event the CITY experiences an extended shortage of water due to an Event of Force Majeure, or the supply of water available to the CITY is otherwise diminished over an extended period of time, the CITY's supply of water to the VILLAGE shall be reduced or diminished in the same ratio or proportion as the supply to the CITY's other customers is reduced or diminished. It is expressly understood and agreed that the VILLAGE shall not at any time pump water from the CITY for the Village System.

8. Water Quality

The CITY shall deliver to the VILLAGE water at the Interconnection Point potable water in compliance with the regulations established by the Illinois Department of Public Health and the Illinois Environmental Protection Agency as required, as the same may be amended from time to time in accordance with applicable Illinois law (hereinafter referred to as the "Water Quality Requirements"). Compliance with the Water Quality Requirements shall be measured at the Interconnection Point. The CITY shall be responsible for meeting the Water Quality Requirements at the Interconnection Point at the CITY's expense. The VILLAGE shall be responsible for compliance with the Water Quality Requirements within the Village System on the VILLAGE's side of the Interconnection Point at the VILLAGE's expense.

9. Billing & Payment

During the term of this Agreement, the CITY shall tender statements to the VILLAGE for the water transmitted through the Interconnection Point for the prior billing period consistent with the CITY's regular billing practices and schedule. If the

VILLAGE fails to pay any balance that is more than 90 days overdue, the CITY may, in addition to any other rights afforded to the CITY by ordinance, rule, regulation, or law, terminate this Agreement and discontinue the transmission, delivery, conveyance, and sale of potable water to the VILLAGE. The CITY may also pursue any and all remedies available to the CITY at law or in equity. If the VILLAGE contests a bill, it shall nevertheless pay the bill, and the Parties shall promptly confer to determine if any refund or credit is appropriate.

10. Exclusivity; System Rights; Service Areas

A. All Requirements: This Agreement is an all-requirements contract, and the VILLAGE shall be obligated to purchase all of its potable water for all of its needs and requirements to serve all of its customers within the Village System pursuant to the terms and conditions of this Agreement up to the Maximum Quantity.

B. Exclusivity: The VILLAGE shall not purchase or accept any potable water from any other source to supply the Village System, and the VILLAGE shall purchase all of its potable water needs and requirements necessarily to supply the Village System exclusively from the CITY as provided for in this Agreement. Except for any customers located within the Village System, the VILLAGE shall not sell any potable water to any third party on a wholesale or retail basis without the prior, express, written consent of the CITY.

C. System Rights: It is understood and agreed that the relationship of the CITY and the VILLAGE is contractual in nature and that any payments by the VILLAGE to the CITY, as provided herein, shall not be construed as vesting any right, title, or interest in the Hillsboro Water System, or any improvements, enlargements, or extensions thereof. This Agreement shall not vest or otherwise create in the VILLAGE any right to the Hillsboro Water System, nor shall the VILLAGE have any right to transmit water thorough the Hillsboro Water System.

11. Consultations & Exchanges of Information

During the term of this Agreement, each Party shall provide the other with such data and usage forecasts as either Party may reasonably require for its planning purposes. Either Party may inspect the books and records of the other at reasonable times and places, insofar as such books and records relate to the subject matter of this Agreement, and without the necessity for a formal request pursuant to the Freedom of Information Act. Each Party to this Agreement shall consult with the other whenever reasonably requested to do so.

12. Regulatory Agencies

This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State, and the parties hereto will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith. This Agreement shall be subject to all of the rules and regulations of the USDA-RD, as the same be amended from time to time. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement of the parties hereto. Such supplements, modifications or amendments, if any, must be in the form of a written amendment to this Agreement, and signed by authorized representatives of all parties to this Agreement. The Parties agree that they shall cause this Agreement to be amended if necessary to cause the Agreement to be in compliance with any and all rules and regulations of the USDA-RD, as the same be amended from time to time. The CITY hereby pledges this Agreement as part of the security for the loan issued by the USDA-RD.

13. Term of Agreement

The term of this Agreement shall be forty (40) years. Thereafter, this Agreement shall automatically renew annually for another term of one (1) year, unless this Agreement is sooner terminated by either Party by sending written notice of its intent to do so to both (1) the chief executive officer (*i.e.*, the CITY's Mayor or the VILLAGE's President, as applicable) of the other Party and (2) the other Party's Municipal Clerk within 90 days of the expiration of the initial term or a renewal term of this Agreement.

14. Dispute Resolution

A. If any claim, breach, dispute, or controversy arising out of or relating to this Agreement occurs, the aggrieved Party shall serve written notice of such claim, breach, dispute, or controversy to all other Parties (hereinafter referred to as the "Notice of Claim"). Within a period of thirty (30) days after the date of the Notice of Claim, then each Party shall nominate a representative to meet at a mutually agreed time and place no later than sixty (60) days after the date of the Notice of Claim to attempt to resolve such claim, breach, dispute or controversy. To aid the attempt to resolve such claim, each representative shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations which have taken place to that point and attaching relevant documents. If the Parties are unable to reach a resolution of such claim, breach, dispute, or controversy within one hundred twenty (120) days after the date of the Notice of Claim, then the Party issuing the Notice of Claim shall issue a written demand to the other Party that such claim, breach, dispute, or controversy be

resolved through alternative dispute resolution ("ADR") in accordance with the following paragraph "B". **If no such written demand is made within one hundred twenty (120) days after the date of the Notice of Claim, then the alternative dispute resolution procedure outlined in paragraph "B" shall be permissive and not mandatory.**

B. The CITY shall designate one engineer, the VILLAGE shall designate another engineer, and the two engineers designated by the CITY and the VILLAGE shall select an Illinois licensed professional engineer having not less than ten (10) years' experience designing public wastewater systems in Illinois to resolve the dispute (the "Arbitrator"). The Party that issued the Notice of Claim shall name its engineer in the demand for ADR, and the responding Party shall name its engineer within ten (10) days after receipt of the demand for ADR. The Arbitrator shall be named within ten (10) days after the appointment of the second engineer. If the two engineers appointed by the CITY and the VILLAGE cannot agree to an Arbitrator, then the Arbitrator shall be designated by the Chairman of the Montgomery County Board upon request of the Party that issued the Notice of Claim. The decision rendered by the Arbitrator shall be final, and the Parties shall thereafter have ninety (90) days within which to resolve their claim, dispute, or controversy in a manner consistent with the Arbitrator's decision or as may otherwise be agreed in writing by the Parties. The prevailing Party (as determined by the Arbitrator) shall thereafter be entitled submit to the Circuit Court of Montgomery County the Arbitrator's written decision for enforcement as an additional or supplemental term of this Agreement. Upon such application for judicial enforcement, the Prevailing Party shall be entitled to reimbursement of its expenses, including reasonable attorney's fees, incurred in connection with the ADR and any judicial enforcement of this Agreement, unless the Arbitrator determined that it would be manifestly unfair to award such reimbursement of expenses, including reasonable attorney's fees.

C. Notwithstanding the duty to engage in ADR pursuant to paragraph "B" above, in the event of a breach of this Agreement which, in the absence of the ADR clause would give rise to the right of a Party to apply for a temporary restraining order, either Party may apply to the Circuit Court of the Fourth Judicial Circuit, Montgomery County, Illinois, for a temporary restraining order maintaining the status quo pending referral of the matter to ADR.

15. Miscellaneous

A. Entire Agreement: This Agreement shall be deemed to set forth the full and complete understanding and agreement of the Parties hereto relating to the subject matter hereof and supersedes any and all negotiations, agreements, and

representations made or dated prior to the date hereof. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. Any and all prior agreements between the CITY and the VILLAGE are hereby superseded and declared null and void. All modifications to this Agreement shall be in writing and shall be effective only when approved by written resolutions approved and signed by both Parties.

B. Agreement to be Approved; Due Authority: This Agreement is effective upon execution and approval of the last to occur of (1) a written resolution of the VILLAGE, signed by the VILLAGE President, authorizing the VILLAGE to enter into this Agreement; (2) a written resolution of the CITY, signed by the Mayor of Hillsboro, authorizing the CITY to enter into this Agreement; and (3) this Agreement being signed by the Mayor and the President and attested by the respective Clerks, provided, however, that this Agreement may be executed in counterparts. The signatories to this Agreement warrant and represent that each has full authority to bind his/her respective Party.

C. Invalidity: The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable, the CITY and the VILLAGE shall immediately renegotiate in good faith such term or provision as is necessary to eliminate such invalidity or unenforceability.

D. Counterparts: This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

E. Assignability: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Neither the CITY nor the VILLAGE shall assign this Agreement without prior written consent of the other party, which such consent shall not be unreasonably withheld; provided, however, that in no event shall this Agreement be assigned without the prior written consent of the USDA-RD.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois except as preempted by applicable federal law. The parties hereto shall comply will all applicable federal law.

G. Waiver: The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants, or conditions.

H. General Rules of Interpretation: Unless otherwise required by the context in which any term appears:

(1) Capitalized terms used in this Agreement shall have the meanings specified in this Agreement.

(2) The singular shall include the plural and the masculine shall include the feminine and neuter.

(3) The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to."

(4) The term "day" shall mean calendar day, the term "month" shall mean a calendar month, and the term "year" shall mean a calendar year.

(5) All references to a particular entity shall include such entity's permitted successors and assigns.

(6) Use of the word "and" herein shall be construed in the conjunctive form and shall not be construed to mean "or."

I. Headings: The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

J. Joint Responsibility for Drafting: This Agreement was negotiated and prepared by all parties hereto with advice of legal counsel to the extent deemed necessary by each party; the parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one party on the ground that such party is the author or draftsman of this Agreement or any part hereof. Each Party is fluent in English and fully understands the legal terminology of this Agreement.

K. Good Faith: The parties to this Agreement shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a party may exercise its sole discretion with respect thereto, where the Agreement requires the consent, approval, or similar action by a party, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

IN WITNESS WHEREOF, the CITY and the VILLAGE have executed this Agreement on that date affixed to their respective signatures set forth below.

CITY OF HILLSBORO, ILLINOIS, an Illinois Municipal Corporation

BY: Don E. Downs DATE: 07-15-2025
Its Mayor

ATTEST: [signature] DATE: 7/15/25
Its Clerk

SEAL

VILLAGE OF SCHRAM CITY, ILLINOIS, an Illinois Municipal Corporation

BY: Thomas W Cinnel DATE: 7-15-25
Its President

ATTEST: Janet K. Stewart DATE: 7-15-2025
Its Clerk

SEAL

WASTEWATER SERVICE AGREEMENT

THIS WASTEWATER SERVICE AGREEMENT (hereinafter, the "Agreement") is entered into by and between the CITY OF HILLSBORO, ILLINOIS (hereinafter, the "CITY"), and the VILLAGE OF SCHRAM CITY, ILLINOIS, (hereinafter, the "VILLAGE") (each referred to as a "Party" or, collectively, as the "Parties").

WHEREAS, the CITY and the VILLAGE are non-home rule municipal corporations as set forth in Article VII, Section 7 of the 1970 Illinois Constitution, located in Montgomery County, Illinois; and

WHEREAS, the CITY owns and operates a wastewater collection system and wastewater treatment facilities (hereinafter, the "City's Wastewater System"); and

WHEREAS, the VILLAGE owns and operates a wastewater collection system (hereinafter, the "VILLAGE's Collection System"); and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-147-1 provides, in part, that a municipality that is adjacent to another municipality may contract with each other regarding sewage disposal and treatment; and

WHEREAS, the CITY and the VILLAGE are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the CITY has previously entered into an agreement or agreements with the VILLAGE providing for treatment of wastewater from the VILLAGE's Collection System; and

WHEREAS, the CITY is in the process of upgrading and updating the City's Wastewater System by constructing a new wastewater treatment plant; and

WHEREAS, construction of the CITY's new wastewater treatment plant is being financed, in part, by funds from the United States Department of Agriculture; and

WHEREAS, to comply with standards established by the United States Department of Agriculture, including 7 C.F.R. § 1780.62, the CITY is required to update its existing agreement(s) with the VILLAGE for providing wastewater services.

NOW THEREFORE, in consideration of the mutual terms, conditions, benefits, covenants, and agreements contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Authority

This Agreement is authorized and is entered into pursuant to Division 147 of the Illinois Municipal Code, 65 ILCS 5/11-147-1, *et seq.* ("Division 147").

2. Incorporation; Approval by USDA-RD

The findings made in the prefatory portion of this Agreement are hereby adopted by the parties. This Agreement is subject to and conditioned upon the United States Department of Agriculture - Rural Development (hereinafter referred to as "USDA-RD") consent to and approval of this Agreement.

3. Quality & Quantity

Within this Agreement, the "VILLAGE's Wastewater" shall mean those wastewater connections to the VILLAGE's Collection System within the corporate limits of the Village of Schram City as existing on the date of this Agreement. The VILLAGE shall not permit any surface drainage or storm water drainage into its Collection System. The CITY expressly recognizes and understands, however, that an Act of God or a system failure could result in surface drainage or stormwater drainage infiltrating the system, and such situations will only be deemed as ones in which the VILLAGE has "permitted" surface drainage or storm water drainage into its Collection System where the facts demonstrate that to be the case or where the VILLAGE has failed to discontinue or remedy such infiltration after notice and a reasonable opportunity to do so.

Further, the VILLAGE shall not allow any septic systems or bulk waste dumping to be discharged, deposited, or transmitted into the City's Wastewater System from the VILLAGE's Collection System. Any waste streams from the VILLAGE that exceed residential concentrations shall be expressly approved by the CITY beforehand and in writing. For purposes of this Agreement, "residential concentrations" shall mean up to 100 gallons per person per day. Sewage from the VILLAGE (*i.e.*, the VILLAGE's Wastewater) that is transmitted or delivered to the Point of Delivery pursuant to this Agreement shall not exceed the concentrations identified by City ordinances as triggering a surcharge.

In case of reduction in the CITY's capacity to provide wastewater treatment services, all of the CITY's wastewater treatment users will proportionately share the reduction in treatment capacity.

4. Point of Delivery

The VILLAGE's Wastewater shall be transmitted, delivered, and furnished to the CITY at the lift station located at 1700 Klar Avenue. The CITY and the VILLAGE may mutually agree to amend, expand, relocate, or otherwise modify the Point of

Delivery by written agreement pursuant to terms and conditions of this Agreement. Unless and until the Point of Delivery is relocated, the CITY agrees to allow the VILLAGE all reasonable access at all reasonable times to access, repair, or otherwise maintain the Point of Delivery and the line leading thereto, and the VILLAGE agrees to notify the CITY prior to entering upon the CITY's property for such purposes or, if prior notice is impractical, at the earliest reasonable opportunity.

5. Risk of Loss; Care, Custody, and Control

Risk of loss of the VILLAGE's Wastewater shall transfer from the VILLAGE to the CITY at the Point of Delivery. Care, custody, and control of the VILLAGE's Wastewater shall transfer from the VILLAGE to the CITY at the Point of Delivery.

6. Rates

A. Rates: The CITY shall charge, and the VILLAGE shall pay, for sewage transmitted, conveyed, and delivered to the City's Wastewater System at the rates established by Ordinances of the CITY. The initial rates shall be as set forth by Ordinance No. 1793, approved April 2, 2024. Those rates, as set forth in Section 2 and Section 3 of said Ordinance, are attached hereto as "Exhibit A" and "Exhibit B", respectively. Pursuant to this Agreement, however, the "Phase 2" rates shall not be effective until May 1, 2026, and the "Phase 3" rates shall not be effective until May 1, 2027. These rates, as amended herein, shall be effective through and including April 30, 2028. The CITY shall retain the power to raise or lower the VILLAGE's rate(s) charged under this Agreement in a fashion proportionate with any increases or decreases in rates that CITY may make by ordinance for its regular customers, or to create by ordinance different rate scales for the VILLAGE, but any such adjusted rate(s) shall not be effective until May 1, 2028.

B. Surcharges: Should there be an exceedance of the limitations set forth in paragraph 3 or a violation of paragraph 3 that causes the CITY to incur additional costs for operation, maintenance, replacement, or fines and penalties imposed by any court or state or federal agency, the VILLAGE shall pay to the CITY the actual amount of any such costs for operation, maintenance, replacement, fine, or penalty.

7. Metering

The VILLAGE shall continue to operate, own, and maintain at the VILLAGE's expense the necessary metering equipment, including the existing master meter located before the Point of Delivery, and required devices of standard type for properly measuring the quantity of the VILLAGE's Wastewater. The VILLAGE shall be responsible for maintaining any other metering equipment not located at or before the Point of Delivery. The metering equipment shall be read monthly. An appropriate

official of the CITY shall have access to the meter at all reasonable times for the purpose of verifying its readings.

The VILLAGE shall calibrate and test its metering equipment before the Point of Delivery upon request by the CITY, at the CITY's expense, but such request shall not be made more frequently than twice per calendar year. Metering equipment registering not more than 2% above or below the calibration result shall be deemed to be accurate. If the CITY requests calibration and testing of the VILLAGE's metering equipment and the metering equipment is found to be inaccurate (*i.e.*, more than 2% above or below the calibration result), then the VILLAGE shall pay the cost of calibration and testing of the metering equipment. The previous readings of any meter disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such tests for later of (a) the 12 months previous to such test or (b) the last test at the CITY's expense which was deemed to be accurate.

If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of sewage delivered in the corresponding period immediately prior to the failure, unless the Parties agree upon a different amount.

The CITY shall operate, own, and maintain at the CITY's expense at or after or beyond the Point of Delivery any metering equipment and required devices of standard type for properly measuring the quantity of the VILLAGE's Wastewater as it deems necessary or prudent. An appropriate official of the VILLAGE shall have access to any such meters at all reasonable times for the purpose of verifying their readings.

8. Performance

Any requirements of the CITY in its NPDES permits regarding collection systems or sources shall apply to the VILLAGE with regard to the VILLAGE's Collection System.

9. Billing & Payment

During the term of this Agreement, the CITY shall tender statements to the VILLAGE for the sewage transmitted through the Point of Delivery for the prior billing period consistent with the CITY's regular billing practices and schedule. All payments by the VILLAGE under this Agreement are subject to the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). If the VILLAGE fails to make a payment within 60 days after receipt of a proper invoice, interest may be payable as provided by the Local Government Prompt Payment Act.

10. System Rights

It is understood and agreed that the relationship of the CITY and the VILLAGE is contractual in nature and that any payments by the VILLAGE to the CITY as provided herein shall not be construed as vesting any right, title, or interest in the City's Wastewater System or any improvements, enlargements, or extensions thereof in favor of the VILLAGE. This Agreement shall not vest or otherwise create in the VILLAGE any right to the City's Wastewater System, nor shall the VILLAGE have any right to use or transmit wastewater through the City's Wastewater System that is not expressly approved by the CITY.

11. Consultations & Exchanges of Information

During the term of this Agreement, each Party shall provide the other with such data and usage forecasts as either Party may reasonably require for its planning purposes. Either Party may inspect the books and records of the other at reasonable times and places, insofar as such books and records relate to the subject matter of this Agreement, and without the necessity for a formal request pursuant to the Freedom of Information Act. Each Party to this Agreement shall consult with the other whenever reasonably requested to do so.

12. Regulatory Agencies

This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State, and the Parties hereto will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith. This Agreement shall be subject to all of the rules and regulations of the USDA-RD, as the same be amended from time to time. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement of the parties hereto. Such supplements, modifications or amendments, if any, must be in the form of a written amendment to this Agreement, and signed by authorized representatives of all parties to this Agreement. The Parties agree that they shall cause this Agreement to be amended if necessary to cause the Agreement to be in compliance with any and all rules and regulations of the USDA-RD, as the same be amended from time to time. The CITY hereby pledges this Agreement as part of the security for the loan issued by the USDA-RD to facilitate construction of CITY's new wastewater treatment plant.

13. Term of Agreement; Renewal

The term of this Agreement shall be forty (40) years. Thereafter, this Agreement shall automatically renew annually for another term of five (5) years, unless this Agreement is sooner terminated by either Party by sending written notice

of its intent to do so to both (1) the chief executive officer (*i.e.*, the CITY's Mayor or the VILLAGE's President, as applicable) of the other Party and (2) the other Party's Municipal Clerk within 180 days of the expiration of the initial term or a renewal term of this Agreement.

14. Dispute Resolution

This Agreement and its terms are specifically enforceable by court action, including, without limitation, injunctive relief. It is also agreed that the sole and exclusive jurisdiction and venue for any action for enforcement of this Agreement or for any alleged violation of this Agreement shall be solely the Circuit Court of Montgomery County, Illinois.

15. Miscellaneous

A. Entire Agreement: This Agreement shall be deemed to set forth the full and complete understanding and agreement of the Parties hereto relating to the subject matter hereof and supersedes any and all negotiations, agreements, and representations made or dated prior to the date hereof. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. Any and all prior agreements between the CITY and the VILLAGE are hereby superseded and declared null and void. All modifications to this Agreement shall be in writing and shall be effective only when approved by written resolutions approved and signed by both Parties.

B. Agreement to be Approved; Due Authority: This Agreement is effective upon execution and approval of the last to occur of (1) a written resolution of the VILLAGE, signed by the VILLAGE President, authorizing the VILLAGE to enter into this Agreement; (2) a written resolution of the CITY, signed by the Mayor of Hillsboro, authorizing the CITY to enter into this Agreement; and (3) this Agreement being signed by the Mayor and the President and attested by the respective Clerks, provided, however, that this Agreement may be executed in counterparts. The signatories to this Agreement warrant and represent that each has full authority to bind his/her respective Party.

C. Invalidity: The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable,

the CITY and the VILLAGE shall immediately renegotiate in good faith such term or provision as is necessary to eliminate such invalidity or unenforceability.

D. Counterparts: This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

E. Assignability: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Neither the CITY nor the VILLAGE shall assign this Agreement without prior written consent of the other party, which such consent shall not be unreasonably withheld; provided, however, that in no event shall this Agreement be assigned without the prior written consent of the USDA-RD.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois except as preempted by applicable federal law. The parties hereto shall comply will all applicable federal law.

G. Waiver: The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants, or conditions.

H. General Rules of Interpretation: Unless otherwise required by the context in which any term appears:

(1) Capitalized terms used in this Agreement shall have the meanings specified in this Agreement.

(2) The singular shall include the plural and the masculine shall include the feminine and neuter.

(3) The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to."

(4) The term "day" shall mean calendar day, the term "month" shall mean a calendar month, and the term "year" shall mean a calendar year.

(5) All references to a particular entity shall include such entity's permitted successors and assigns.

(6) Use of the word "and" herein shall be construed in the conjunctive form and shall not be construed to mean "or."

I. Headings: The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

J. Joint Responsibility for Drafting: This Agreement was negotiated and prepared by all parties hereto with advice of legal counsel to the extent deemed necessary by each party; the parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one party on the ground that such party is the author or draftsman of this Agreement or any part hereof. Each Party is fluent in English and fully understands the legal terminology of this Agreement.

K. Good Faith: The parties to this Agreement shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a party may exercise its sole discretion with respect thereto, where the Agreement requires the consent, approval, or similar action by a party, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

**** THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the CITY and the VILLAGE have executed this Agreement on that date affixed to their respective signatures set forth below.

CITY OF HILLSBORO, ILLINOIS, an Illinois Municipal Corporation

BY: Don E. Downs DATE: 07-15-2025
Its Mayor

ATTEST: D M. K DATE: 7/15/25
Its Clerk

SEAL

VILLAGE OF SCHRAM CITY, ILLINOIS, an Illinois Municipal Corporation

BY: Thom Chiud DATE: 7-15-2025
Its President

ATTEST: Janet K. Stewart DATE: 7-15-2025
Its Clerk

SEAL

"Exhibit A"

38-4-26 **RATES ESTABLISHED**. There is hereby established the following rates and charges for the use of the wastewater system of the City.

(A) **Base Rate.** All users of the wastewater system shall pay a minimum monthly service charge of **Fifteen Dollars ($15.00)** per billing period, per unit for service supplied by the wastewater facilities of the City ("Base Rate"). The Base Rate shall thereafter be increased incrementally in a multi-phase rate increase to the Base Rate per connection as follows:

Phase 1 – Effective **May 1, 2024** on bills having a due date of **July 15, 2024**: **Twelve Dollars and Fifty Cents ($12.50) (to a new Base Rate of $27.50)**.

Phase 2 – Effective **May 1, 2025** on bills having a due date of **July 15, 2025**: **Twelve Dollars and Fifty Cents ($12.50)** (for a new Base Rate of $40.00).

Phase 3 – Effective **May 1, 2026** on bills having a due date of **July 15, 2026** and annually on **May 1st** of each year thereafter: The Base Rate shall be automatically adjusted upwards by applying to the then-existing rate an increase equaling the greater of either (i) **two-and-one-half percent (2.5%)** or (ii) the rate of inflation, calculated based on the Consumer Price Index for Urban Wage Earners and Clerical Workers: Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the 365-day period ending on the most recent January 1st.

(B) **Variable Use Rate.** In addition to the Base Rate, a variable use rate of **$3.55452 per one thousand (1,000) gallons** shall be applied to all users for water consumption in excess of **one thousand (1,000) gallons per month**. The variable use rate shall thereafter be increased incrementally as follows:

Phase 1 – Effective **May 1, 2024** on bills having a due date of **July 15, 2024**: **$4.17656 per one thousand (1,000) gallons**.

Phase 2 – Effective **May 1, 2025** on bills having a due date of **July 15, 2025**: **$4.90746 per one thousand (1,000) gallons**.

Phase 3 – Effective **May 1, 2026** on bills having a due date of **July 15, 2026** and annually on **May 1st** of each year thereafter: The variable use rate shall be automatically adjusted upwards by applying to the then-existing rate an increase equaling the greater of either (i) **two-and-one-half percent (2.5%)** or (ii) the rate of inflation, calculated based on the Consumer Price Index for Urban Wage Earners and Clerical Workers: Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the 365-day period ending on the most recent January 1st.

(C) **Adjustments.** Upon the Water Clerk's presentment of a written request for an adjustment to the City Council, the City Council may approve adjustments to the Variable Use Rate, as established in subsection (B) above, under the following circumstances:

(1) The adjustment is being requested for a user's consumption of water due to:

(a) filling a swimming pool, or

(b) a user's consumption of water that did not result in such water entering the City's wastewater facilities for other good cause as determined by the City Council in its reasonable discretion; and

(2) The user provided the City with reasonable advance notice if the cause of the user's consumption was the result of the user's action or at the direction of the user, or, if the cause was not the result of the user's action or at the direction of the user, the user provided the City with reasonable notice upon the user's discovery of the user's excessive water consumption; and

(3) The user's consumption of water that did not enter the City's wastewater facilities exceeded 10,000 gallons in the billing period for which an adjustment is requested.

"Exhibit B"

38-4-27 **SURCHARGE RATE**. The rates of surcharges for BODs and SSs shall be as follows: **$.24488 per 1,000 gallons**. The surcharge rate shall thereafter be increased incrementally in a three-phase rate increase to the Base Rate per connection as follows:

Phase 1 – Effective **May 1, 2024** on bills having a due date of **July 15, 2024**: **$1.50000 per 1,000 gallons**.

Phase 2 – Effective **May 1, 2025** on bills having a due date of **July 15, 2025**: **$1.53750 per 1,000 gallons**.

Phase 3 – Effective **May 1, 2026** on bills having a due date of **July 15, 2026** and annually on **May 1st** of each year thereafter: The surcharge rate shall be automatically adjusted upwards by applying to the then-existing rate an increase equaling the greater of either (i) **two-and-one-half percent (2.5%)** or (ii) the rate of inflation, calculated based on the Consumer Price Index for Urban Wage Earners and Clerical Workers: Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the 365-day period ending on the most recent January 1st.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-21

A RESOLUTION APPROVING STANDARDS AND PROCEDURES FOR PROVIDING ADJOINING LANDOWNERS PREFERENTIAL SELECTION FOR LAKE LOTS AT LAKE GLENN SHOALS

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, "[t]he corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper", 65 ILCS 5/1-2-1; and

WHEREAS, on February 18, 2025, the corporate authorities approved Ordinance No. 1817, entitled "AN ORDINANCE AMENDING VARIOUS PROVISIONS OF CHAPTER 31 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HILLSBORO, ILLINOIS PERTAINING TO REGULATIONS FOR LAKE GLENN SHOALS AND LAKE HILLSBORO", which, among other things, amended section 31-1-86 by deleting paragraph "(H)", which granted persons "the right to renew" lake lots from year to year; and

WHEREAS, on February 18, 2025, the corporate authorities also approved a form *Seasonal Lake Lot License Agreement for Recreational Use of City Land*; and

WHEREAS, the form *Seasonal Lake Lot License Agreement for Recreational Use of City Land* states (in Section 14) that "[t]he City may grant adjacent landowners priority in licensing any lots that have not been used by a current or prior Licensee for five consecutive years or more"; and

WHEREAS, the City's Natural Resource Committee has made recommendations regarding standards and procedures for the City when considering whether to grant adjacent landowners priority in licensing lake lots at Lake Glenn Shoals; and

WHEREAS, the corporate authorities have considered the Natural Resource Committee's recommendations and determined that it is in the City's best interests to adopt standards and procedures for granting adjacent landowners priority in licensing lake lots at Lake Glenn Shoals.

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 corporate authorities of the City hereby approve the standards and procedures attached hereto as "**Exhibit 1**".

SECTION 3: This Resolution shall take effect immediately.

SECTION 4: The Mayor is authorized and directed to sign and the City Clerk is authorized and directed to attest to this Resolution.

SECTION 5: A copy of this Resolution shall be made available to all licensees of the City's lake lots at Lake Glenn Shoals via the City's website.

PASSED this 5th day of August, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 5th day of August, 2025.

MAYOR

ATTEST:

CITY CLERK

Exhibit 1

STANDARDS AND PROCEDURES FOR GRANTING ADJACENT LANDOWNERS PRIORITY IN LICENSING LAKE LOTS AT LAKE GLENN SHOALS

Applicability. The following standards and procedures shall **not** apply to any lake lots that are subject to a *Seasonal Lake Lot License Agreement for Recreational Use of City Land* (or similar written agreement) that is in effect on or before July 16, 2025. The following standards and procedures shall apply **only** to all other lake lots, including:

1. Lake lots that are not subject to a *Seasonal Lake Lot License Agreement for Recreational Use of City Land* (or similar written agreement) that is in effect on or before July 16, 2025; and
2. Lake lots that are subject to a *Seasonal Lake Lot License Agreement for Recreational Use of City Land* (or similar written agreement) that is in effect on or before July 16, 2025 but is not continuously renewed after July 16, 2025.

Priority for Lake Lot License After Purchase of Adjoining City-Owned Real Estate. If someone purchases real estate from the City that is directly adjacent to a lake lot on Lake Glenn Shoals, they may be given priority to obtain a license for the use of that lake lot, subject to the following conditions:

1. Request Process. The new property owner must submit a written request to the City Clerk (in the format required by the City Clerk or by fully completing the form provided by the City Clerk), which must identify the specific lake lot(s) the owner is requesting.
2. Review & Determination. After the request is received, the Commissioner responsible for Lake Glenn Shoals will review the request and consider how long the current user(s) of the requested lake lot(s) has/have continuously used and/or held a license or lease for the lake lot.
   - If the current user has held the lake lot for more than 5 years before the date on which the new owner's deed from the City was recorded, the request will be **denied**.
   - If the current user has held the lake lot for 5 years or less before the date on which the new owner's deed was recorded, the request **may** be granted.
3. Transition Period. If the request is granted, the current user may continue to use the lake lot until the end of that lake season (currently October 31). After that, they must vacate the lot and remove all personal property.
4. Priority for Displaced Users. Anyone who loses their lake lot due to this process will be given priority to select a different available lake lot. This priority remains in effect for the three lake seasons following the end of the season referenced in the preceding paragraph, and, if a new lot is not selected within that time, the priority selection status shall expire.

CITY OF HILLSBORO, ILLINOIS

Resolution 2025-23

A RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF AN EASEMENT AGREEMENT WITH AMEREN ILLINOIS COMPANY (510 TAYLORVILLE ROAD)

WHEREAS, the City of Hillsboro, Montgomery County, 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, pursuant to Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, the City "may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper"; and

WHEREAS, there has been presented to and there is now before the meeting of the City Council of the City (the "corporate authorities") at which this Resolution is adopted a proposed "EASEMENT (Underground Electric)" (the "Easement") proposed by Ameren Illinois Company regarding 510 Taylorville Road; and

WHEREAS, the corporate authorities have determined that it is necessary and proper and in the best interests of the City to grant the requested Easement.

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 Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance 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 to the City. Further, the City finds that the easement rights to be conveyed benefit the City.

SECTION 3: The Mayor is authorized and directed to execute the Easement 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.

SECTION 4: 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 5: The Mayor is authorized and directed to sign and the Clerk is authorized and directed to attest to this Resolution.

PASSED this 5th day of August, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 5th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM K
CITY CLERK

REMS INFORMATION

Agreement ID: AIC 202505-58692

Project ID: 77308

EASEMENT

(Underground Electric)

510 Taylorville Road, Hillsboro, IL

KNOW ALL MEN BY THESE PRESENTS, this 5th day of August, 2025, that the **CITY OF HILLSBORO, a Municipal Corporation**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of, abandon or retire in place, and remove an electric and communication line or lines consisting of wires, cables, conduits, fixtures, appliances, and other appurtenances thereto, including above-ground transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 1, Township 8 North, Range 4 West, of the 3rd Principal Meridian, in Montgomery County, State of Illinois, to-wit:

Property Description:

A part of the West Half of the Northwest Quarter (NW 1/4) of Section One (1) Township Eight (8) North, Range Four(4) West of the Third Principal Meridian described as follows: Beginning at a point on the South line or said Half Quarter Section Fifty (50) feet West of the center of the main line of the Big Four Railroad, thence West about 10 rods and 2 links to the East line of the Lynn Lot to a stone, thence North 12 rods and 20 links to a stone, thence North 74 1/2 degrees East 9 rods and 16 links to a stone Fifty (50) West of the center of the main llne of said Railroad, thence South 5 1/2 degrees West parallel with said Rallroad to the point of beginning, except a tract Thirty (30) feet North and South by Sixty (60) feet East and West In the Northeast corner of said tract: ALSO a part of the West Half of the (W 1/2) of the Southwest Quarter (SW 1/4) of said Section One (1) described as follows: Beginning at a point in the North line of said Half Quarter Section Eighty-three (83)

feet West of the center of the main line of the Big Four Railroad, thence West 7 rods and 14 links, thence South 10 rods and 10 links, thence East 12 1/2 links, thence South Sixty (60) feet, thence East 6 rods and 20 links. and thence North 14 rods to the point of beginning: All situated in the City of Hillsboro, situated in the County of Montgomery, in the State of Illinois.

Parcel Number: 16-01-154-002

Easement Description:

A 15 foot wide strip of land of even width. The centerline of said easement strip shall be determined by the longitudinal centerline of said electric facilities as installed on the above described property, more particularly described as shown on Exhibit "A" attached hereto and made a part hereof. (hereinafter "Easement Area").

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF HILLSBORO

By: Don E. Downs

Mayor

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF Montgomery } SS

On this 5th day of August, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Don Downs, Mayor

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☒ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)			☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

March 7, 2028
My Commission Expires

Notary Public

Affix Notary Stamp Below

OFFICIAL SEAL
DAVID MICHAEL JENKINS
Notary Public, State of Illinois
Commission No. 987967
My Commission Expires March 07, 2028

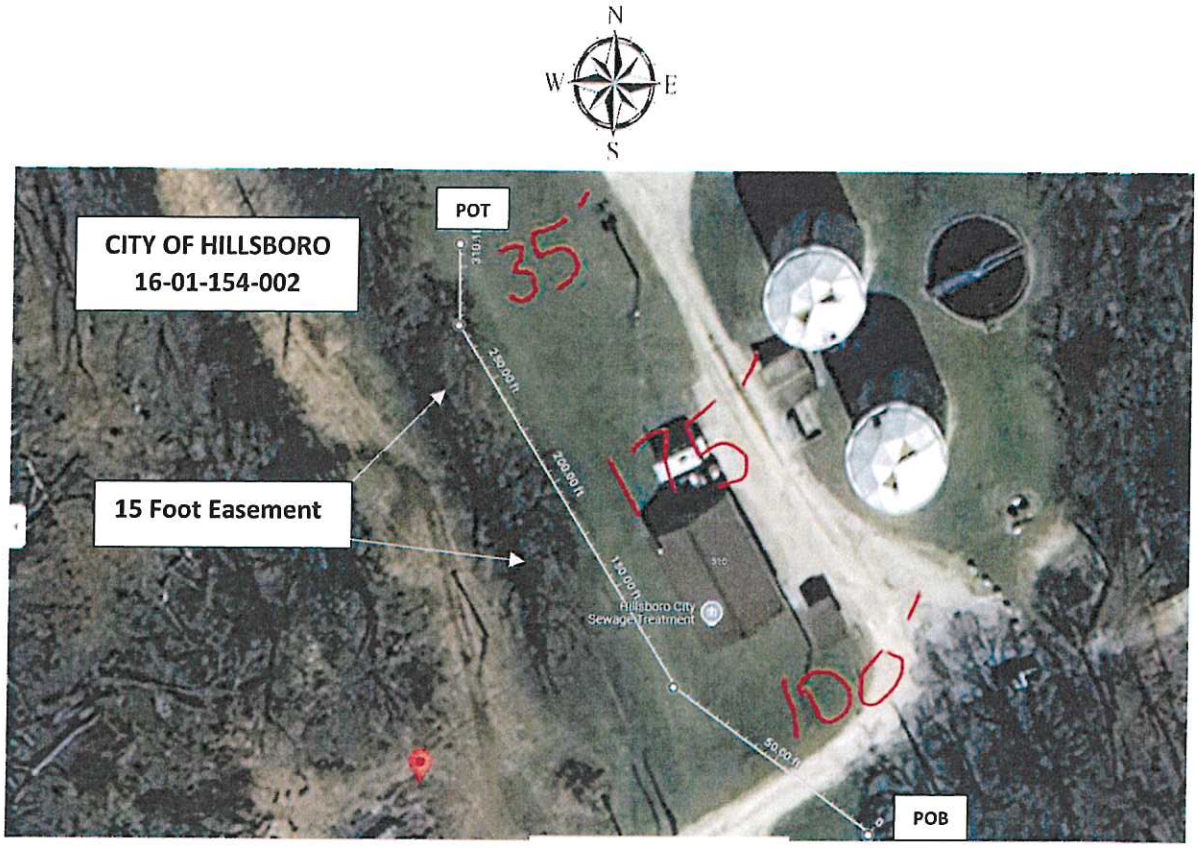
Prepared By: Deborah Love

Return To: Ameren Illinois, Deborah Love, 1800 Ford Avenue, Effingham, IL 62401

DAL
WR#: IA62215
Facility Name:
lat/long 39.167402, -89.488488
07/08/2025

Exhibit A

Section 1 Township 8 North, Range 4 West of the 3rd P.M., Montgomery County, Illinois



NOTE: NOT TO SCALE

CITY OF HILLSBORO, ILLINOIS

Resolution 2025-24

A RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF AN EASEMENT AGREEMENT WITH AMEREN ILLINOIS COMPANY (218 INDUSTRIAL PARK DRIVE)

WHEREAS, the City of Hillsboro, Montgomery County, 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, pursuant to Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, the City "may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper"; and

WHEREAS, there has been presented to and there is now before the meeting of the City Council of the City (the "corporate authorities") at which this Resolution is adopted a proposed "EASEMENT (Electric)" (the "Easement") proposed by Ameren Illinois Company regarding 218 Industrial Park Drive; and

WHEREAS, the corporate authorities have determined that it is necessary and proper and in the best interests of the City to grant the requested Easement.

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 Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance 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 to the City. Further, the City finds that the easement rights to be conveyed benefit the City.

SECTION 3: The Mayor is authorized and directed to execute the Easement 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.

SECTION 4: 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 5: The Mayor is authorized and directed to sign and the Clerk is authorized and directed to attest to this Resolution.

PASSED this 19th day of August, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 19th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM
CITY CLERK

REMS INFORMATION
Agreement ID: AIC 202505-58349
Project ID: 76818

EASEMENT
(Electric)

218 Industrial Park Drive, Hillsboro, IL 62049

KNOW ALL MEN BY THESE PRESENTS, this 19th day of August, 2025, that **the CITY OF HILLSBORO, a Illinois municipal corporation**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 1, Township 8 North, Range 4 West, of the 3rd Principal Meridian, in Montgomery County, State of Illinois, to-wit:

Property Description:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Parcel Numbers: 16-01-476-002, 16-12-201-001, and 17-06-351-020

Easement Description:

The said electric facilities shall be located on or within a 20 foot wide easement strip, the centerline of which is described as follow: Beginning at a point on the East line of the above described property, said point being approximately 330 feet South of the Northeast corner thereof, thence extend Westerly approximately 55 feet to the point of termination.

The actual centerline of said 20 foot wide strip of land shall be determined by the longitudinal centerline of the electric facilities as installed. As shown on Exhibit B attached hereto and made a part hereof. (hereinafter "Easement Area").

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF HILLSBORO

By: Don E. Downs
Mayor

Remainder of page intentionally left blank.

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF MONTGOMERY } SS

On this 19th day of August, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Don Downs, Mayor

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☒ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)			☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

March 7 2028
My Commission Expires

Notary Public

Affix Notary Stamp Below

Prepared By: Deborah Love

Return To: Ameren Illinois, Deborah Love, 1800 Ford Avenue, Effingham, IL 62401

OFFICIAL SEAL
DAVID MICHAEL JENKINS
Notary Public, State of Illinois
Commission No. 987967
My Commission Expires March 07, 2028

DAL
WR#: IA72134 DER 27317
Facility Name:
Lat/long 39.164546, -89.473775
08/05/2025

Exhibit "A"

To Quit Claim Deed
Legal Description
16-01-476-002,16-12-201-001,
17-06-351-020

Tract 1:

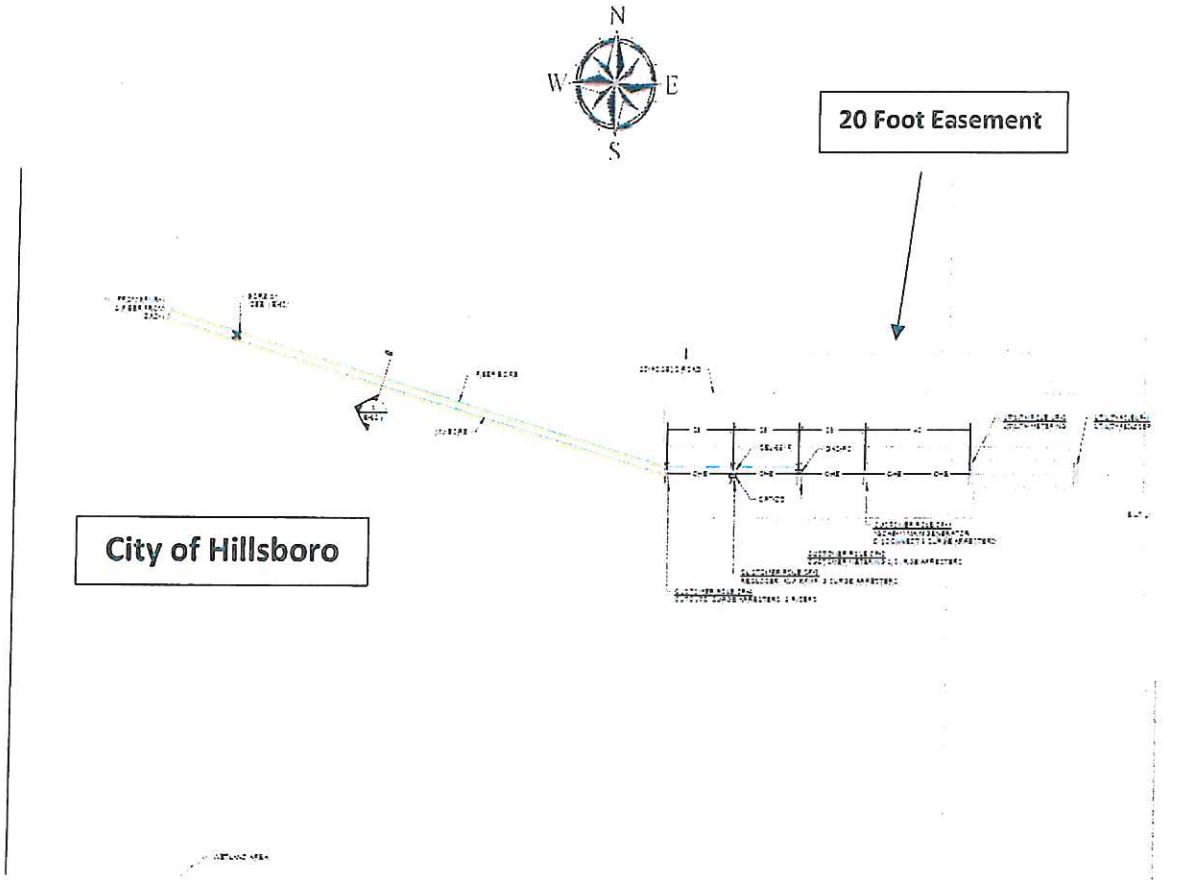
Part of the Southeast Quarter (SE ¼) of Section One (1), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at an iron pin found at the Northeast corner of said Southeast Quarter (SE ¼) of Section One (I), being at the intersection of two public roads, thence South 0° 01' 3" West along the East line of the Section, also being along the center of Township Road 212 (T. R. 212), a distance of 495.06 feet to an iron pin; thence South 89° 09' 03" West, 57.88 feet to an iron pin; thence North 0° 13' 38" West, 495.03 feet to an iron pin on the North line of said Southeast Quarter (SE¼) of Section One (1), also being on the centerline of Smith Road; thence North 89° 09' 03" East along said North line and said road a distance of 1759.99 feet to the point of beginning.

Tract 2:

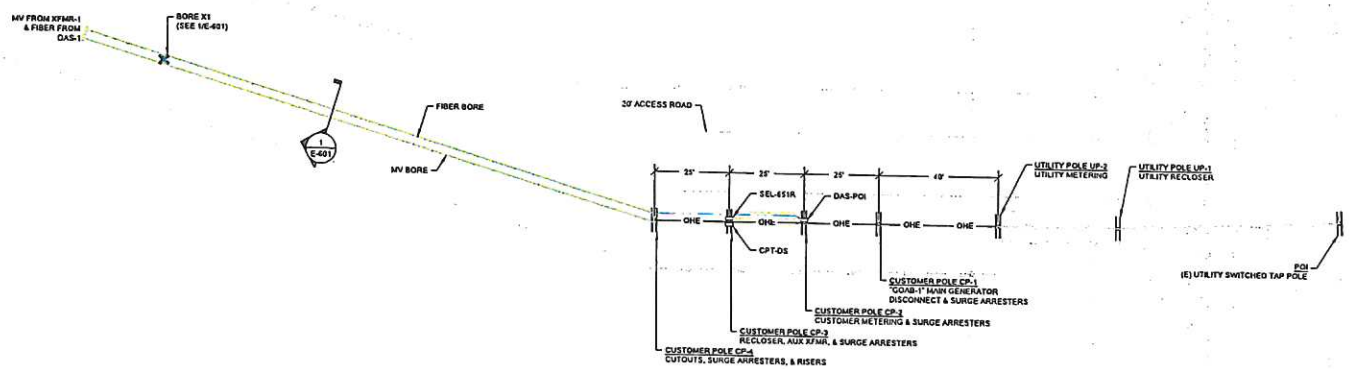
Part of the Southeast Quarter (SE¼) of Section One (1) and the Northeast Quarter (NE¼) of Section Twelve (12), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, and part of the Southwest Quarter (SW¼) of Section Six (6), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Commencing at an iron pin found at the Northeast comer of said Southeast Quarter (SE ¼) of Section One (1), thence South 0° 01' 03" West along the East line of the Section, being the centerline of Township Road 212 (T. R. 212), a distance of 495.06 feet for a point of beginning, thence continuing along said line, South 0° 01' 03" West 825.75 feet to an iron pin; thence South 29° 42' 23" East, 1067.63 feet to the centerline of the abandoned C. C. C. & St. Louis Railroad (Conrail); thence South 52° 17' 20" West along said centerline 129.14 feet to an iron pin set at the point of curvature of a 2° curve to the right of said railroad; thence continuing along the railroad centerline on a series of chords, with iron pins at each line change, the first chord being South 54° 22' 13" West, 207.97 feet; thence South 59° 26' 55" West 299.88 feet; thence South 65° 27' 09" West 299.78 feet; thence South 71° 27' 00" West, 299.84 feet; thence South 77° 26' 51" West, 299.81 feet; thence South 83° 06' 41" West, 266.85 feet; thence South 86° 46' 43" West, 100.00 feet to the point of tangency of the railroad curve; thence continuing along the centerline of the railroad South 87° 46' 53" West, tangent to said curve, a distance of 1416.74 feet to the intersection of the railroad centerline and the West line of said Northeast Quarter (NE ¼) of Section Twelve (12); thence North 1° 06' 42" West along said West line, 49.51 feet to a chiseled "X" on the North right of way line of the railroad; thence continuing along said West line North 1° 06' 42" West, 262.29 feet to an iron pin found at the corner between the Northeast Quarter (NE ¼) of Section Twelve (12) and the Southeast Quarter (SE ¼) of Section One (I); thence continuing North 1° 06' 42" West along the West line of the Southeast Quarter (SE¼) of Section One (1), 303.32 feet to an iron pin on the South right of way line of East Water Street; thence North 89° 23' 13" East along said right of way, 30.00 feet to an iron pin at the Southeast corner of East Water Street and Larkin Street; thence North 1°06' 42" West along the East line of Larkin Street, 42.74 feet to an iron pin; thence North 89° 52' 04" East, 256.15 feet to an iron pin; thence North 5° 09' 55" East, 102.05 feet to an iron pin; thence North, 89° 50' 42" East, 559.97 feet to an iron pin; thence North 0° 13' 38" West, 884.80 feet to an iron pin on the North right of way line of Brailey Street; thence North 89° 57' 04" East along said line, 39.30 feet to an iron pin; thence North 0° 13' 38" West, 810.80 feet to an iron pin which marks the Southwest corner of Tract 1, as described above; thence North 89° 09' 03" East, 1757.88 feet to the point of beginning **excepting** therefrom a strip of right of way 49.5 feet wide North of centerline of the abandoned c enterline as described herein.

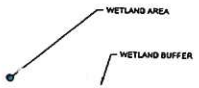
Exhibit B

Sections 1 and 12, Township 8 North, Range 4 West and Section 6, Township 8 North, Range 3 West all of the 3rd P.M., Montgomery County, Illinois



NOTE: NOT TO SCALE





1 ENLARGED PLAN - POI
SCALE: 1" = 20'

0 10' 20' 40'

SHEET NOTES:

1. ACCESS ROADS, FENCES, AND OTHER CIVIL WORKS ARE DESIGNED BY OTHERS AND SHOWN FOR REFERENCE ONLY.
2. DRAWING IS DIAGRAMMATIC AND INDICATES RECOMMENDED ROUTING. CONTRACTOR SHALL COORDINATE EXACT ROUTING WITH FIELD CONDITIONS AND SUBMIT PLANNED MODIFICATIONS TO ENGINEER FOR APPROVAL.
3. FOLLOW EQUIPMENT MANUFACTURER'S INSTRUCTIONS FOR EQUIPMENT INSTALLATION.
4. NO MORE THAN 360° OF CONDUIT RUN BENDS BETWEEN PULL POINTS. CONTRACTOR SHALL INSTALL PULL POINTS AS NEEDED.
5. UTILITY POLE LOCATIONS ARE APPROXIMATE AND SHOWN FOR REFERENCE. COORDINATE WITH UTILITY FOR EXACT PLACEMENT.
6. UTILITY EQUIPMENT IS FOR INFORMATION PURPOSES ONLY, IS NOT FOR CONSTRUCTION, AND MAY BE CHANGED BY THE UTILITY AT ANY TIME IN THE FUTURE.
7. ALL UNDERGROUND CIRCUITS SHALL BE IN CONDUIT.

LEGEND:

- EXISTING OVERHEAD ELECTRIC
- OHE — OVERHEAD MV CIRCUIT
- OVERHEAD MV CIRCUIT (BY UTILITY)
- RIGHT OF WAY
- UTILITY - SANITARY SEWER
- PROPERTY LINE
- PROPERTY LINE SETBACK
- LIMIT OF DISTURBANCE
- EASEMENT
- LEASE LINE
- UG MV CIRCUIT
- UG LVAC CIRCUIT
- UG CAT6
- UG FIBER OPTIC
- BORE

CONTRACTOR

Pepper Construction
Tomorrow Transformed

411 LAKE ZURICH ROAD
BARRINGTON, IL 60010-3141

PROJECT

HILLSBORO SOLAR, LLC

318 COUNTY RD 1200 E
HILLSBORO, IL 62049
39.16364°, -89.47484°

ENGINEER

STELLAVISE

2535 CAMINO DEL RIO S, STE. 235
SAN DIEGO, CA 92108
IL DESIGN FIRM #184.005162

WWW.STELLAVISE.COM (619) 837-5331

SEAL



EXP 11/30/2025

THIS DRAWING AND ALL INFORMATION HEREIN IS THE PROPERTY OF STELLAVISE INC. ANY REPRODUCTION, MODIFICATION OR USE OF THIS DRAWING FOR OTHER THAN THE LICENSED PROJECT WITHOUT PRIOR WRITTEN AUTHORIZATION FROM STELLAVISE INC. IS STRICTLY FORBIDDEN.

REVISIONS

#	DESCRIPTION	DATE
A	30% DESIGN	05/19/2025
B	UTILITY RESUBMISSION	06/16/2025
C	IFP	06/20/2025

NOT FOR CONSTRUCTION
JUNE 20, 2025

SHEET TITLE

ENLARGED PLAN - POI

SHEET NO.

E-301

CITY OF HILLSBORO, ILLINOIS

Resolution 2025-25

A RESOLUTION AUTHORIZING A PETITION REQUESTING DISCONNECTION OF A PARCEL OF REAL ESTATE OWNED BY THE CITY OF HILLSBORO, ILLINOIS (P.I.N. 17-06-351-020) FROM THE CORPORATE LIMITS OF THE VILLAGE OF SCHRAM CITY, ILLINOIS AND AUTHORIZING RELATED ACTIONS

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, pursuant to Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, the City "may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper"; and

WHEREAS, the City presently owns a parcel of real estate located on Industrial Park Drive, which is identified by P.I.N. 17-06-351-020 (the "Parcel"); and

WHEREAS, the Parcel is situated within the corporate limits of the Village of Schram City (the "Village"); and

WHEREAS, the City obtained the Parcel by way of a Quit Claim Deed that was recorded with the Montgomery County Clerk and Recorder on March 20, 2020 at Book 1717 and Page 610; and

WHEREAS, the City Council of the City of Hillsboro, Montgomery County, Illinois (the "corporate authorities") wishes to disconnect said Parcel from the Village and annex it into the City; and

WHEREAS, the corporate authorities have recently been informed that, during the February 2025 meeting of the Schram City Board of Trustees, the Village voted to approve the Parcel's disconnection from the Village and annexation into the City's corporate limits; and

WHEREAS, the corporate authorities have determined that it is appropriate and in the best interests of the City to formalize the City's request by presenting a Petition to the Village and requesting from the Schram City Board of Trustees an Ordinance approving the Petition from the Village; and

WHEREAS, there has been presented to and there is now before the meeting of the corporate authorities at which this Resolution is adopted a proposed "PETITION REQUESTING DISCONNECTION FROM THE VILLAGE OF SCHRAM CITY" (the "Petition"), which is attached hereto as "**Exhibit 1**" and made a part hereof; and

WHEREAS, an *Annexation Plat* of the Parcel is attached hereto as "**Exhibit 2**" and made a part hereof.

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 Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Hillsboro, Illinois.

SECTION 2: The Mayor is authorized and directed to execute and pursue the Petition attached hereto as "**Exhibit 1**" on behalf of the City ,and the City Clerk is directed to attest to the Petition.

SECTION 3: 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, appropriate, and/or convenient in furtherance of the intent of this Resolution, the pursuit of the Petition, and accommodating requests by the Village related thereto.

SECTION 4: 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 5: The Mayor is authorized and directed to sign and the Clerk is authorized and directed to attest to this Resolution.

PASSED this 5th day of August, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 5th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM
CITY CLERK

Exhibit 1

PETITION REQUESTING DISCONNECTION
FROM THE VILLAGE OF SCHRAM CITY

TO: The President and Board of Trustees of the Village of Schram City
Montgomery County, Illinois

The Petitioner, CITY OF HILLSBORO, ILLINOIS, by and through its Mayor, DON E. DOWNS, respectfully states under oath:

1. Petitioner is the sole owners of record of the following tract of land ("Tract"), which is legally described as follows:

> All that part of Railway Subdivision, being part of the Southwest Quarter of the Southwest Quarter of Section 6, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, as recorded in Slide 186, including all Lots, Streets, and Alleys therein.

P.I.N.: 17-06-351-020

Property Address: Industrial Park Drive, Hillsboro, IL 62049

which is located in Montgomery County, Illinois.

2. The Tract is situated within the limits of the Village of Schram City and is contiguous to the City of Hillsboro.

3. There are no electors residing in the Tract, and the undersigned is the duly elected and serving Mayor of the owner of record of the Tract.

4. Petitioner wishes to disconnect the Tract from the Village of Schram City and annex it to the City of Hillsboro.

5. This Petition has been authorized by a vote of the Hillsboro City Council and memorialized by Resolution 2025-25.

6. The foregoing statements of fact are true to the best of the undersigned's knowledge and information.

WHEREFORE, the Petitioner respectfully requests:

1. That the above-described Tract be disconnected to and become part of the City of Hillsboro, pursuant to and in accordance with § 7-1-24 of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-24); and

2. That such other action be taken by the Village Board of Trustees as is appropriate in the premises.

Dated: August 5, 2025

Don E. Downs, Mayor

Attest: _____
David Jenkins, City Clerk

Subscribed and sworn to before me this 5 day of August, 2025.

OFFICIAL SEAL
BONNIE J HEFLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/21/2026

Notary Public

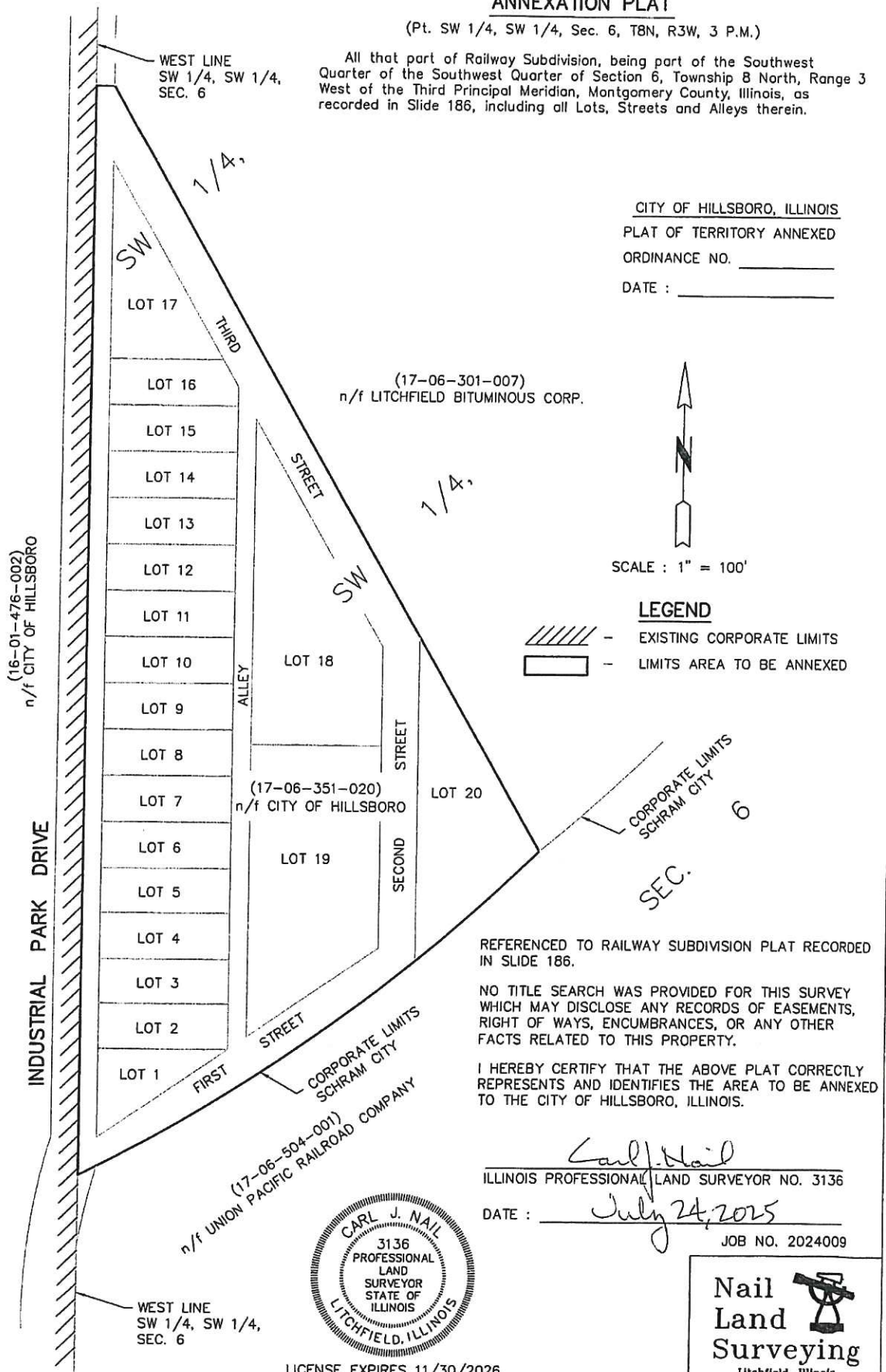
Exhibit 2

FOR : City of Hillsboro
447 S. Main Street
Hillsboro, Illinois
62049

ANNEXATION PLAT

(Pt. SW 1/4, SW 1/4, Sec. 6, T8N, R3W, 3 P.M.)

All that part of Railway Subdivision, being part of the Southwest Quarter of the Southwest Quarter of Section 6, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, as recorded in Slide 186, including all Lots, Streets and Alleys therein.



CITY OF HILLSBORO, ILLINOIS
PLAT OF TERRITORY ANNEXED
ORDINANCE NO. _____
DATE : _____

SCALE : 1" = 100'

LEGEND

- EXISTING CORPORATE LIMITS
- LIMITS AREA TO BE ANNEXED

REFERENCED TO RAILWAY SUBDIVISION PLAT RECORDED IN SLIDE 186.

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.

I HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS AND IDENTIFIES THE AREA TO BE ANNEXED TO THE CITY OF HILLSBORO, ILLINOIS.

Carl J. Nail
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3136

DATE : July 24, 2025

JOB NO. 2024009

CARL J. NAIL
3136
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
LITCHFIELD, ILLINOIS

LICENSE EXPIRES 11/30/2026

Nail Land Surveying
Litchfield, Illinois

RESOLUTION NO. 2025-26

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND LARRY LEMON UTILIZING TAX INCREMENT FINANCING FOR ROOF REPAIR TO THE EXISTING BUILDING LOCATED AT 105 S MAIN STREET

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing (TIF) Redevelopment Project Area (the "TIF District") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 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, Larry Lemon, owner of 105 S. Main Street, Hillsboro, IL 62049 (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the use of funds collected pursuant to the TIF Act ("TIF Funds") to support a project which would cause for the replacement of the roof of an existing building located on certain property within the TIF District which is 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 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 a redevelopment project utilizing TIF 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 funds collected pursuant to the TIF Act, 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.

PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 5th day of August, 2025 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 this 5th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:
CITY CLERK

{SEAL}

CITY OF HILLSBORO * SEAL * ILLINOIS

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
105 S MAIN STREET ROOF REPAIR PROJECT
LARRY LEMON

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 5th day of August, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and LARRY LEMON, Property owner (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

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 Mayor and 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" or "TIF #1") 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 purposes specified in the Redevelopment Plan.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s). The Developer agrees, subject to the terms and conditions hereof, to undertake a project which will cause for the replacement of the roof of an existing commercial building (the "Redevelopment Project"), on certain "Property", as shall be defined and identified by the following address(s) and PIN(s), including any subdivisions and/or combinations thereof:

Montgomery County PIN:	**Address:**
16-02-488-009	105 S Main, Hillsboro, Illinois 62049

As also depicted and described in Appendix A – Project Location

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) Renovations, repairs, rehabilitation, and restoration of the existing building located on the Property, which may include, but is not limited to materials and labor for the following project components:

    1. Roof repair and/or replacement.

c) Any and all other repairs, renovations, redevelopment, remodeling, or other work to the building and Property 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 other improvements, site clean-up, inspections, permitting, and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have the Redevelopment Project substantially completed within 90 days of the date of 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 in order for the Redevelopment Project to be considered substantially complete, all listed components in this Section 1 must be complete to the

satisfaction of the City, and all work items must be in compliance with all relevant building codes, ordinances, or other regulations, at the discretion of the City.

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 performance of the proposed project.

SECTION 2: Eligible Redevelopment Project Costs. 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 Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project as may be allowable in accordance with the TIF Act.

"Eligible Redevelopment Project Costs" shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City's sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

PROJECT COSTS ESTIMATES		
Work Item Description	**Estimated Total Cost**	**Estimated TIF Eligible Cost**
Roof Repair/Replacement	$20,800.00	$20,800.00
TOTAL	**$20,800.00**	**$20,800.00**

SECTION 3: Structure of Incentives and Developer Reimbursement Payments.
Should the Developer comply with all the obligations in Section 1 and of this Agreement in all material aspects, The City agrees to reimburse the Developer for portions of certain costs incurred during the performance of the Redevelopment Project ("Incentive Payment(s)").

In accordance with this agreement, the City agrees to cause for Incentive Payments to be provided to the Developer in the following forms:

(A) One-Time Cost Reimbursement Grant Payment(s)

Pursuant to this agreement, the City agrees to reimburse the Developer for the following work items at the indicated reimbursement rates and reimbursement limits:

#	Work Item	Reimbursement Rate	Reimbursement Limit
1	Roof Repairs	50%	$ 10,400

Disbursement of these funds will be in the form of a one-time, lump-sum payment, and will only be eligible for disbursement upon substantial completion of all identified components of the Redevelopment Project, submission of proper Requests for Payment, and verification of costs incurred, as verified and approved by the City, in the City's sole discretion.

SECTION 4: Requests for Payment. The Developer agrees to submit Requests for Payment of the Incentive Payment(s) 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 the designated time period, 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 5: Approval of Requests. The City shall approve or deny any Requests for Payment within thirty (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 6: Disbursement of Payment. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and **will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project** as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

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 7: 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 collected pursuant to the TIF Act which have been deposited into 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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

SECTION 8: 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 per occurrence. **The City may waive this fee at its discretion.**

SECTION 9: Default and Remedies The Developer agrees that if any of the following events occur within five (5) years after the disbursement of any payment from the City 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) 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 conditions are not remedied within 90 days after written notice of such determination, subject to extension for delays arising from Force Majeure.
c) The Property ceases to be used in the operation of a commercial business, which is open to the public on a regular basis, or for any other lawfully authorized purposes as approved by the City, and such use is not re-commenced within thirty (30) days of written notice of such determination, subject to extension for delays arising from Force Majeure.
d) The Developer is found to have not maintained proper insurance as may be required by any federal, state, or local regulations or requirements.
e) 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 after written notice of such default.
f) The Property becomes exempt from the payment of property taxes, or the Developer, or any representative thereof protests or appeals the assessed value of the property.
g) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, business, or any part thereof that at any time are not paid in full at the time they become due and such failure is not cured within thirty (30) days after

Developer's receipt of written notice thereof from the City or any other authorized party.

If any of the foregoing defaults occur within five (5) years from the Effective Date, and such default is not timely cured, the Developer will return to the City the amount equal to one hundred percent (100%) of any payments 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 10: Liability of the Developer. It is expressly agreed that the signatory(s) 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 11: Liability of the City. 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 12: City Not Liable for Damages. 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 13: Hold Harmless of the City. 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 14: 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 15: 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. Any 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 16: 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 17: 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 18: 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.

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

(SEAL)

By: Don E. Downs Date: 08/05/25

Don Downs, Mayor, City of Hillsboro

"DEVELOPER" **LARRY LEMON, OWNER, 105 S MAIN, HILLSBORO, IL**

By: Larry Lemon Date: 8/11/25

Larry Lemon, Property Owner

APPENDIX A
PROJECT LOCATION

Project Address(s):
105 S Main, Hillsboro, IL 62049
Montgomery County PIN(s):
16-02-488-009
Legal Description:
S 18 FT LOT 35 & S 18 FT N 51 FT W 35 35/100 FT LOT 34 ORIGINAL TOWN 8-4-1310 S T00 R

Property Location Map

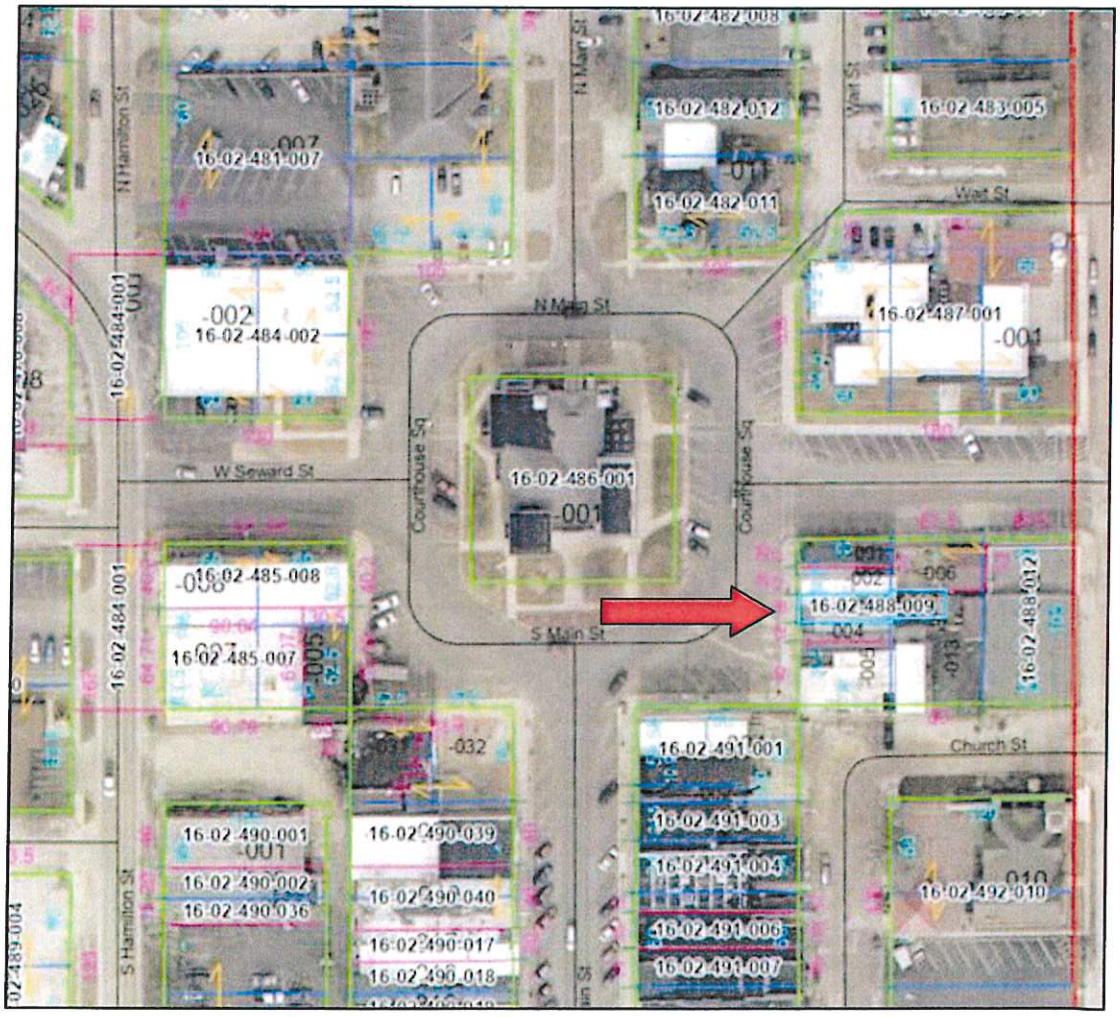


EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

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 TIF #1 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: $_____

For reimbursement of the following Redevelopment Project Costs:

Itemize submitted costs below, and include evidence identified by reference #

Vendor	Description of Work Performed	Amount	Reference #
	TOTAL COSTS SUBMITTED:		

*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 real estate and sales taxes attributable to the Property have been paid in full.

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 work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.

7. The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent or intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS Date: _____

Approved Payment Amount: $_____

Approved By: _____

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-27

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 Resolutions 2024-01 and 2025-01 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

March 29, 2022

July 12, 2022

January 17, 2023

December 5, 2023

August 6, 2024

September 3, 2024

The Corporate Authorities further determined in Resolution 2024-01 and Resolution 2025-01 that, for the balance of the term of this City Council, the above-listed Closed 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 but the need for confidentiality still exists:

February 18, 2025

For the balance of the term of this City Council, the above-listed Closed 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 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 5th day of August, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 5th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-28

A RESOLUTION APPROVING A CUSTOMER PURCHASE AGREEMENT/COMMITMENT TO LEASE WITH JOHN DEERE

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 purchase agreement and commitment to lease equipment from John Deere with regard to construction, utility and forestry products and compact construction equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby authorized and approved.

PASSED by the City Council of the City of Hillsboro, Illinois, this 5th day of August, 2025, as follows:

Ayes:	4
Nays:	0
Present:	0
Abstain/Absent:	1

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 5th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:
RLM. JC
CITY CLERK

(Seal)

Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

JOHN DEERE

PURCHASER/LESSEE ("PURCHASER") NAME AND ADDRESS *("First Signer")*			
NAME (First, Middle, Last or Business Entity) CITY OF HILLSBORO			
STREET or RR 447 S. MAIN ST			
CITY HILLSBORO	STATE IL	ZIP CODE 62049	COUNTY MONTGOMERY
PHONE NUMBER 217-710-4258	EMAIL ADDRESS		

PURCHASER/LESSEE (ALSO "PURCHASER") NAME AND ADDRESS *("Second Signer")*			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME MARTIN EQUIPMENT			Dealer Account No.: 178537
STREET or RR 2384 J DAVID JONES PKWY			
CITY SPRINGFIELD	STATE IL	ZIP CODE 62707	Date of Order: 7/11/2025
DEALER ORDER NO:	TRANSACTION TYPE:		
PURCHASER TYPE:	MARKET USE CODE:		

Add purchaser to Mailing List (Check One or More)
☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☐ Government

PURCHASER IS:	Purchaser Acct.:
☐ Business ☐ Individual	207304

☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN
NO:_____

EXTENDED WARRANTY PURCHASED:	LOCATION OF FIRST WORKING USE:	STATE	COUNTY CODE
☐ Yes ☐ No _____(Purchaser Initials)	County _____ City _____		

JOHN DEERE PROTECT™ SERVICE PLAN PURCHASED ☐ Yes ☐ No _____ (Purchaser Initials)

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description) Hours of Use	PIN or Serial Number	Delivered Cash Price
1	☑	☐	☐	☐	TOPCON RL-HV2S DUAL GRADE LASER STK#☐	1AD010778	$2,890.00
	☐	☐	☐	☐			
1	☑	☐	☐	☐	TOPCON LS-B200W RECEIVER STK# 74633	1AG000996	$2,500.00
	☐	☐	☐	☐			
1	☑	☐	☐	☐	MAGMOUNT		$354.10
1	☑	☐	☐	☐	16' STORY POLE TENTHS		$146.00
1	☑	☐	☐	☐	TRIPOD		$92.08
	☐	☐	☐	☐			
	☐	☐	☐	☐			
	☐	☐	☐	☐			
						(1) TOTAL CASH PRICE	$5,982.18

QTY	TRADE-IN (Model, Size, Description) Hours of Use	PIN OR SERIAL NUMBER	AMOUNT

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

(2) TOTAL TRADE-IN ALLOWANCE		
(3) BALANCE (1-2)		$5,982.18
(4) SALES TAX	RATE _____ %	$0.00
(5) ADDITIONAL FEES		
(6) SUBTOTAL (3 & 4 & 5)		$5,982.18
(7) RENTAL APPLIED		
(8) CASH WITH ORDER		
(9) BALANCE DUE (6-(7 & 8))		$5,982.18

USE OF INFORMATION/PRIVACY NOTICE (U.S.)
I understand that John Deere Construction & Forestry Company and its parent and their affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their Equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https://www.deere.com/en/privacy-and-data/privacy-statements/) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:
Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned Purchaser(s) hereby order(s) the Equipment and/or other product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The Total Cash Price (line 1) shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Agreement.

Purchaser acknowledges the Purchaser has received a copy of the current Standard Warranty, and understands its terms and conditions (Purchaser Initials) _____.

Purchaser (First Signer) CITY OF HILLSBORO Signature Don E. Downs Date 08/05/2025

Purchaser (Second Signer) _____ Signature _____ Date _____

Dealer Representative _____ Signature _____ Date _____

Salesperson _____ Signature _____ Date _____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-29

A RESOLUTION APPROVING A PROPOSAL FROM HURST ROSCHE INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE INSPECTION OF SHOAL CREEK STRUCTURE NO. 5 AND LAKE 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 proposal for engineering services from Hurst-Rosche Inc. with regard to the Illinois Department of Natural Resources inspection of Shoal Creek Structure No. 5 and Lake Hillsboro.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby authorized and approved.

PASSED by the City Council of the City of Hillsboro, Illinois, this 19th day of August, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 19th day of August, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM
CITY CLERK

(Seal)

Hurst-Rosche, Inc.
Jeremy Connor, PE
President

August 07, 2025

Mayor Don Downs
City of Hillsboro
City Hall
447 South Main Street

RE: 2025 Dam Inspections
City of Hillsboro

Dear Mr. Downs:

We are pleased to present this proposal for engineering services associated with the Illinois Department of Natural Resources inspection of Shoal Creek Structure No. 5 and Lake Hillsboro which are due for inspection in September. The Owners' Maintenance Statements for Glenn Shoal Lake Dam will also be prepared.

The services will include the visual inspection of the dam and submittal of a written report along with processing the Maintenance Statements for Lake Hillsboro. We propose to provide these services for a lump sum fee of $4,800.

After you have reviewed this agreement and the attached terms and conditions, please sign and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

Justin Goodwin, P.E.

Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959
www.hurst-rosche.com

ACCEPTED BY:

Don E. Downs 08/19/25

signature date

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of $50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-30

A RESOLUTION APPROVING A PROPOSAL FROM HURST-ROSCHE INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE CONTINUED DEVELOPMENT OF THE EAST SIDE OF MAIN STREET

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 proposal for engineering services from Hurst-Rosche Inc. with regard to the continued development of the east side of Main Street from Wood Street to Seward Street for a sum of $72,500.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby authorized and approved.

PASSED by the City Council of the City of Hillsboro, Illinois, this 2nd day of September, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 2nd day of September, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

(Seal)

Hurst-Rosche, Inc.
Jeremy Connor, PE
President

August 07, 2025

Mayor Don Downs
City of Hillsboro
City Hall
447 South Main Street

RE: Main Street (East) – Enhancement
From East Wood Street to Seward Street
Hillsboro, Montgomery County, Illinois

Dear Mr. Downs:

Hurst-Rosche, Inc. is pleased to present this proposal to provide engineering services for the continued development of the east side of Main Street from Wood Street to Seward Street. It is understood that preliminary development to this point was administered under an initial NTE contract that helped secure the grant which is exhausted. The remaining work includes the finalizing of the design grades for the sidewalk and ramp design, utility design including water service upgrades and lighting design, bidding services and construction administration of the DCEO grant.

Hurst-Rosche proposes to complete these tasks by increasing the Not-to-Exceed fee by $72,500, bringing the updated NTE contract total to $112,500.

If you are in agreement with this proposal and the attached Terms and Conditions, please sign below and return one copy to our office as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

Jeremy Connor, P.E.

JJC:

Enclosure

ACCEPTED BY:

Don E. Downs
signature

09/02/2025
date

Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959
www.hurst-rosche.com

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of $50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-31

A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE (P.I.N. 12-30-200-009; FORMERLY PART OF P.I.N. 12-30-200-008)

WHEREAS, the City of Hillsboro, Illinois (the "City") an Illinois non-home rule municipal corporation pursuant to Article VII, § 7 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 near 231 Lake Lane in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

> Part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 9 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:
>
> > Commencing at the Northeast Comer of the Northeast Quarter: thence South 88°57'46" West, 398.81 feet along the North line of said Northeast Quarter to the Point of Beginning.
> >
> > From said point of beginning, continue South 00°39'26" East, along the West line of county tax parcel # 12-30-200-003 for a distance of 330.34 feet to an iron pin set: thence North 85°30'51" West. 58.58 feet to an iron pin set at an elevation of 605.00 feet (based on normal pool elevation of 590.10 feet) of the Lake Glenn Shoals: thence in a North, Northwesterly direction following the contour line of said 605 for a distance 375 feet to the North line of said Northeast Quarter of said Section: thence North 88°57'46" East, 129.47 feet to the point of beginning, containing 0.55 acres more or less.

P.I.N.: 12-30-200-009 (formerly part of 12-30-200-008)
Address: 231 Lake Lane, Hillsboro, Illinois 62049

(hereinafter, the "Real Estate"); and

WHEREAS, there was presented to the City Council (the "corporate authorities") at their meeting on July 15, 2025 a Plat of Survey of the Real Estate prepared by Beyers Land Surveying; and

WHEREAS, on July 15, 2025, the corporate authorities determined that said Real Estate was no longer useful or necessary to the operation of the City and, therefore, is surplus real estate, and that determination stands; and

WHEREAS, on July 15, 2025, the City was provided with an appraisal of said Real Estate from Donna J. Howard, MAI, of DJ Howard & Associates, Inc., which indicated the fair market value of the Real Estate to be $8,200.00 (Eight Thousand Two Hundred and No/100 Dollars); and

WHEREAS, Aaron Todd Dean & Lora Ann Dean offered to purchase said Real Estate for the sum of $8,200.00 (Eight Thousand Two Hundred and No/100 Dollars), plus payment of the costs and expenses incurred by the City associated with such sale; and

WHEREAS, Aaron Todd Dean & Lora Ann Dean own an adjoining parcel of real estate, which is identified by P.I.N. 12-30-200-003; and

WHEREAS, on July 15, 2025, the corporate authorities approved Resolution 2025-18, which authorized the sale of the Real Estate to the Deans; and

WHEREAS, it remains in the best interest of the City that the Real Estate be sold as set forth herein and as stated in Resolution No. 2025-18.

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 $8,200.00 (Eight Thousand Two Hundred 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 Aaron Todd Dean & Lora Ann Dean for the sum of $8,200.00 (Eight Thousand Two Hundred and No/100 Dollars).

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

Size: 0.55± 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: 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.

Adopted this 7th day of October, 2025, by roll call votes as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois this 7th day of October, 2025.

Don E. Downs
MAYOR

ATTEST:

DLM/K
CITY CLERK

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-32

A RESOLUTION APPROVING A FAÇADE IMPROVEMENT GRANT APPLICATION FROM THE REVIVED SOUL FOR WORK TO BE COMPLETED AT 225 S. MAIN ST.

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by The Revived Soul for work to be completed at 225 South Main Street in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

Adopted this 16th day of September, 2025, by roll call votes as follows:

AYE: 4
NAY: 0
ABSENT: 1
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 16th day of September, 2025.

Don E. Downs
MAYOR

ATTEST:
CITY CLERK

(Seal)

Exhibit A

Façade Improvement Grant Application and Agreement

CITY OF HILLSBORO

Façade Improvement Grant Application

Please completely fill out this application and return it to the City of Hillsboro with the items listed in the checklist on the following.

Applicant Information

Company/Organization Name The Revived Soul- Amanda Henken

Business Form: __ Corporation __ Partnership X Sole Proprietorship __ Other

Contact Person/Title Amanda Henken, Owner

Contact Mailing Address 438 S. Pine St, Irving, IL 62051

Contact Phone Number 217-246-3829 Contact Email mandyduff2020@gmail

Property Information

Property Classification:

Commercial: X Residential: ___ Industrial: ___ Other: ___ (explain)

Parcel ID Numbers of Project Location: 16-02-491-010

Physical Address of Proposed Project: 225 South Main St., Hillsboro, IL

Project Information

Estimated Total Project Cost: ~~$~~2,875.00 + *$8,450 (described below) (Requesting funding to assist with the Elastomeric coating)

Proposed Improvement(s) - Check all that apply

X Brick Cleaning	X Exterior Doors	X Streetscape Elements
X Tuck Pointing	X Windows and Window Frames	__ Landscaping
X ~~Painting~~ Staining	X Shutters and Awnings	X Stairs, Porches, Railings
X Wall Facade Repair & Treatment	X Exterior Lighting	X Roofs visible from the Street
X Original Architectural Features (repair or replacement)	X Signage Repair or Replacement	X Improvements for ADA compliance

X Other (please specify)

Seal water intrusion, seal open joints

*$8,450.00 for Elastomeric coating to walk masonary after tuckpointing is complete. (Back & North walls only)

Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, etc.).

Contractor: Brett Seward with Seward Masonry, Inc.
Scope of Work: Base Bid
- Front of building - Clean facade & seal all open joints
- Elastomeric Coating - Back & North wall
- Tuckpoint
- Remove & relay masonry above windows - water intrusion
- Replace damaged brick (missing or spalled)
- Replace steel lintels above windows
- Paint steel lintels in masonry as needed
- Clean & Stain all masonry after cure

The following items <u>must be submitted</u> with the Facade Grant Application:

1. Completed and signed Hillsboro Façade Grant Application Form.
2. Current photographs of the building and property where work is to be performed.
3. Bids, estimates, and other preliminary project cost estimates.
4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

<u>Applicant Certification</u>

I agree to comply with the guidelines and standards of the City of Hillsboro Facade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof in its full discretion.

Applicant(s) Signature _____ Date 9/5/2025

Building Owner's Signature _____ Date _____
(if separate from applicant)

CITY OF HILLSBORO

Façade Improvement Grant Agreement

To Be Completed by City

This Agreement, entered into this 16th day of September between the City of Hillsboro, Illinois (hereinafter referred to as "CITY") and the following OWNER/LESSEE, to witness:

Owner Name: Amanda Henken

Lessee's Name: _____

Name of Business: The Revived Soul

Project Address: 225 S. Main St. Hillsboro, IL 62049

PIN Number(s): 16-02-491-010

RECITALS:

WHEREAS, the City of Hillsboro has established a Façade Improvement Grant Program for application within a designated program boundary area; and

WHEREAS, said Façade Improvement Grant Program is administered and implemented by the City, and is funded with Special Allocation Funds for the purposes of remediating conditions of blight, as well as repairing, rehabilitating, and improving the conditions of buildings located with the City; and

WHEREAS, pursuant to the Façade Improvement Grant Program, the City has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to qualifying commercial establishments up to a maximum of one-half (1/2) of the cost actually incurred during the performance of approved projects, not to exceed a total of $5,000.00, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the City of Hillsboro, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

COVENANTS & AGREEMENTS

SECTION 1

With respect to approved exterior façade improvements performed to an approved existing building, the CITY shall reimburse the OWNER/LESSEE for the cost incurred in the performance of such improvements in an amount equal to fifty percent (50%) of the total costs of such work, not to exceed a maximum amount of $5,000.

The actual total reimbursement amounts per this Agreement shall not exceed $5,000 for eligible project components related to the approved façade improvements. The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence within one hundred and twenty (120) days and be completed within one (1) year from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship. Any variations, deviations, or changes to the approved plans ("change orders") shall be required to be presented to the Historic Preservation Committee, or other authorized CITY official or staff member, for review and consideration prior to authorization of any payment to be made in accordance with this agreement. Any costs incurred pursuant to change orders which are not approved by the CITY shall not be eligible for reimbursement in accordance with this agreement.

SECTION 3

The CITY shall periodically review and inspect the progress of any work performed pursuant to the Agreement at their full discretion. Such inspections shall not replace any required permit inspection by authorized building inspectors. All work found to be non-conforming with the approved plans, design drawings, and specifications shall be required to immediately cease until proper change order review is submitted and authorization to proceed is provided by the CITY. If authorization is not provided, the OWNER/LESSEE may be required to immediately remedy or replace any unauthorized or improper work at OWNER/LESSEE expense in order to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the CITY, the OWNER/LESSEE shall submit to the CITY a properly executed and certified contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment

necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, up to a maximum amount of $5,000.00, subject to the limitations set forth in this Agreement.

SECTION 5

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the CITY to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY, for approval.

Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

SECTION 7

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from

or in any way connected with directly or indirectly with the façade improvement(s),. Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 9

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

By signing this agreement, you are acknowledging you have read and understood all terms and conditions of this agreement and of the Hillsboro Façade Improvement Grant Program, and are hereby confirming and agreeing to comply with and be bound to all terms, conditions, and other requirements of this Agreement.

OWNER/LESSEE	**CITY**
(Sign Above)	Mayor, City of Hillsboro, IL

Seward Masonry Inc.

812 Park Street Taylor Springs, IL. 62089
Mailing Address. P.O. Box 327
brett@sewardmasonryinc.com

Phone: 217-532-3213
Cell: 217-556-1002

PROPOSAL

Submitted to:
Mandy Hemken

Dated: **10/28/2024**
Subject: **Masonry repairs to 225 South Main St. Hillsboro**

BASE BID

We propose to include all labor, materials and equipment to complete the projec noted above per scope of work outlined below for the sum of **$22,875.00**

Scope of work is as follows for the BASE BID

Front of the Building we will clean Façade and seal up all open joints
On the back and North wall -
Tuckpoint open or deteriorated joints in the brick
Remove and relay masonry as needed above windows to seal up from water intrusion
Replace damaged brick that are missing or spalled
Replace Steel lintels above windows that are rusted beyond repair
Paint steel lintels in masonry as needed
Clean all masonry after cured

Power and water supplied by others

Add the $8,450.00 to apply a Elastomeric coating to all masonry after tuckpointing is completed
This coating will be only applied on the back and North walls only

Payments to be made within 30 days from date of invoice and all Fee's for collections applicable.
Interest rates will be applied to all past due invoices.
Price is valid for 30 days from date of proposal.

Submitted by: Brett Seward

Accepted by: _____

President
Seward Masonry, Inc.

Dated: _____

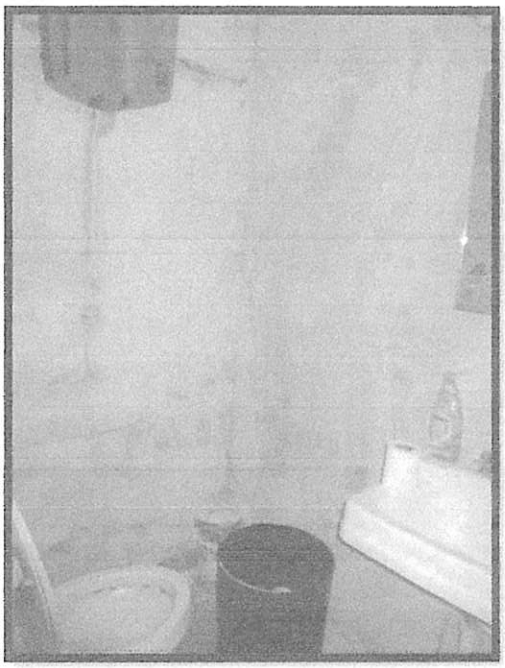
Description of the Site

The details of the subject property site are as follows:

Total Land Area	0.067 Acres or 2,940 Square Feet
Shape	1- Rectangular
Road Frontage	Approximately 28 linear feet of road frontage along the east side of South Main Street and 28 linear feet of road frontage along the west side of Berry Street.
Access/Visibility	Vehicular access is via street side parking along South Main Street or Berry Street at the rear of the building. The property has average access and visibility for the subject type and is typical for the surrounding area.
Easements	Typical utility easement. No apparent value impacting easements were noted during the property inspection.
Topography	Level at the roadway with adequate drainage.
Utilities	Assumed that all public utilities are available to the site.
Parking	Street side parking along the frontage roadways and possible parking at the rear of the building.
Location in Block	Center
Site Improvements	Sidewalks, Exterior Lighting, Rocked Area
Flood Plain	The subject is within a low flood risk (Zone C). The information was obtained from InterFlood and the Flood Insurance Community Panel Number 17051302, dated August 19, 1986, FIPS Code 17135, and Census Tract 9579.00. This flood zone has no detrimental impact on the overall value of the subject.

View of Subject Property





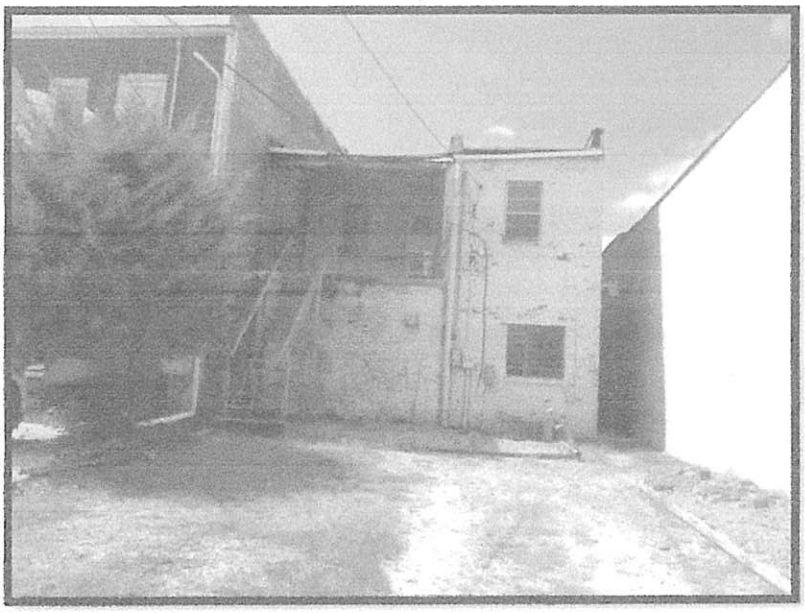
View of bathroom on main floor



Exterior View – Rear of apartment



Unit on second floor



Rear View

City of Hillsboro, Illinois

Historic Preservation Committee

Façade Grant Application Review

Property Address: 225 South Main St

Property Owner: Revised Soul- Amanda Henken

Date of Review: 9-8-25

Approved ✓ Amount of Grant: up to maximum allowed

Tabled _____ Disapproved _____

Stipulations: HPC recommends approval of work for front and back walls only. which will easily exceed maximum allowed

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-33

A RESOLUTION APPROVING A FAÇADE IMPROVEMENT GRANT APPLICATION FROM THE CORNER BLOCK GROUP, LLC FOR WORK TO BE COMPLETED AT 324 S. MAIN ST.

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by the Corner Block Group, LLC for work to be completed at 324 South Main Street in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

Adopted this 16th day of September, 2025, by roll call votes as follows:

AYE: 4
NAY: 0
ABSENT: 1
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 16th day of September, 2025.

Don E. Downs
MAYOR

ATTEST:
D M. K
CITY CLERK

(Seal)

Exhibit A

Façade Improvement Grant Application and Agreement

CITY OF HILLSBORO

Façade Improvement Grant Application

Please completely fill out this application and return it to the City of Hillsboro with the items listed in the checklist on the following.

Applicant Information

Company/Organization Name Corner Block Group, LLC

Business Form: ___ Corporation _X_ Partnership ___ Sole Proprietorship ___ Other

Contact Person/Title Terri Casey, Co-Owner

Contact Mailing Address 278 Clear Springs Ln, Hillsboro, IL 62049

Contact Phone Number 217-851-1080 Contact Email cornerblockbuilding@gmail.com

Property Information

Property Classification:

Commercial: _X_ Residential: ____ Industrial: ____ Other: ____ (explain)

Parcel ID Numbers of Project Location: 16-02-494-018

Physical Address of Proposed Project: 324 S. Main St. Hillsboro, IL

Project Information

Estimated Total Project Cost: $ 18,900

Proposed Improvement(s) - Check all that apply

___ Brick Cleaning	___ Exterior Doors	___ Streetscape Elements
_X_ Tuck Pointing	___ Windows and Window Frames	___ Landscaping
___ Painting	___ Shutters and Awnings	____Stairs, Porches, Railings
___Wall Facade Repair & Treatment	___ Exterior Lighting	____Roofs visible from the Street
___ Original Architectural Features (repair or replacement)	___ Signage Repair or Replacement	___ Improvements for ADA compliance

___ Other (please specify)

Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, etc.).

This project is to repair the masonry on the building at the bay window areas to improve the facade and to also prepare the bays for future new replacement windows.

The masons of Dobrinich and Johns Brick will grind any bad/deteriorated mortar joints out above and at least one foot around the five bay areas. Then, refill mortar joints with new mortar and replace any loose bricks in these areas. The new mortar will be a buff color to blend in with the aged patina of the facade on all areas except the darker band/design area. The darker band/design area would be filled with black mortar to properly match. Cleanup of any debris would be included. Estimate includes mortar, sand, mortar dye, and any other necessary materials as well as lift rental.

The start date for the project will be contingent upon the mason's availability at the time of grant application approval, as well as weather conditions. With colder temperatures approaching, certain types of masonry work may be limited during the winter months. If the mason's schedule does not permit completion before winter, remaining work will be deferred and completed in the spring.

The following items must be submitted with the Facade Grant Application:

1. Completed and signed Hillsboro Façade Grant Application Form.
2. Current photographs of the building and property where work is to be performed.
3. Bids, estimates, and other preliminary project cost estimates.
4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

Applicant Certification

I agree to comply with the guidelines and standards of the City of Hillsboro Facade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof in its full discretion.

Applicant(s) Signature Lori Casey Date 9/5/25

Building Owner's Signature _____ Date _____
(if separate from applicant)

CITY OF HILLSBORO

Façade Improvement Grant Agreement

To Be Completed by City

This Agreement, entered into this ____ day of _____ between the City of Hillsboro, Illinois (hereinafter referred to as "CITY") and the following OWNER/LESSEE, to witness:

Owner Name: Terri Casey

Lessee's Name: _____

Name of Business: Corner Block Group, LLC

Project Address: 324 S. Main St. Hillsboro, IL 62049

PIN Number(s): 16-02-494-018

RECITALS:

WHEREAS, the City of Hillsboro has established a Façade Improvement Grant Program for application within a designated program boundary area; and

WHEREAS, said Façade Improvement Grant Program is administered and implemented by the City, and is funded with Special Allocation Funds for the purposes of remediating conditions of blight, as well as repairing, rehabilitating, and improving the conditions of buildings located with the City; and

WHEREAS, pursuant to the Façade Improvement Grant Program, the City has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to qualifying commercial establishments up to a maximum of one-half (1/2) of the cost actually incurred during the performance of approved projects, not to exceed a total of $5,000.00, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the City of Hillsboro, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

COVENANTS & AGREEMENTS

SECTION 1

With respect to approved exterior façade improvements performed to an approved existing building, the CITY shall reimburse the OWNER/LESSEE for the cost incurred in the performance of such improvements in an amount equal to fifty percent (50%) of the total costs of such work, not to exceed a maximum amount of $5,000.

The actual total reimbursement amounts per this Agreement shall not exceed $5,000 for eligible project components related to the approved façade improvements. The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence within one hundred and twenty (120) days and be completed within one (1) year from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship. Any variations, deviations, or changes to the approved plans ("change orders") shall be required to be presented to the Historic Preservation Committee, or other authorized CITY official or staff member, for review and consideration prior to authorization of any payment to be made in accordance with this agreement. Any costs incurred pursuant to change orders which are not approved by the CITY shall not be eligible for reimbursement in accordance with this agreement.

SECTION 3

The CITY shall periodically review and inspect the progress of any work performed pursuant to the Agreement at their full discretion. Such inspections shall not replace any required permit inspection by authorized building inspectors. All work found to be non-conforming with the approved plans, design drawings, and specifications shall be required to immediately cease until proper change order review is submitted and authorization to proceed is provided by the CITY. If authorization is not provided, the OWNER/LESSEE may be required to immediately remedy or replace any unauthorized or improper work at OWNER/LESSEE expense in order to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the CITY, the OWNER/LESSEE shall submit to the CITY a properly executed and certified contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment

necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, up to a maximum amount of $5,000.00, subject to the limitations set forth in this Agreement.

SECTION 5

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the CITY to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY, for approval.

Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

SECTION 7

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from

or in any way connected with directly or indirectly with the façade improvement(s),. Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 9

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

By signing this agreement you are acknowledging you have read and understood all terms and conditions of this agreement and of the Hillsboro Façade Improvement Grant Program, and are hereby confirming and agreeing to comply with and be bound to all terms, conditions, and other requirements of this Agreement.

OWNER/LESSEE	**CITY**
Teri Casey	Don E. Downs
(Sign Above)	Mayor, City of Hillsboro, IL

ESTIMATE

IN ACCOUNT WITH

DOBRINICH & JOHNS BRICK

8970 Parkside Ln. | Carlinville, IL 62626
Nathan Johns – Cell (618) 604-6918 | Email: mnjohns02@icloud.com

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Estimate Date: July 20, 2025
Corner Block Building
324 South Main St.
Hillsboro, IL 62049

Scope of work (Phase 4):

Repair to masonry on building at bay window areas to improve the facade.

First, grind any bad/deteriorated mortar joints out above and at least one foot around the five bay areas. Then, refill mortar joints with new mortar and replace any loose bricks in these areas. The new mortar would be a buff color on all areas except the darker band/design area. The darker band/design area would be filled with black mortar. Cleanup of any debris would be included.

Estimate includes mortar, sand, mortar dye, and any other necessary materials

Estimate includes a lift rental for two weeks

Equipment, material and labor	$18,900.00



Areas impacted by this application are marked in Yellow.

CORBEL
BRICK

City of Hillsboro, Illinois

Historic Preservation Committee

Façade Grant Application Review

Property Address: 324 South Main St

Property Owner: Corner Block Group

Date of Review: 9-8-25

Approved ✓ Amount of Grant: up to maximum allowed

Tabled _____ Disapproved _____

Stipulations: bid for tuck pointing - $18,900.

RESOLUTION NO. 2025-34

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND AMANDA HEMKEN DBA THE REVIVED SOUL UTILIZING TAX INCREMENT FINANCING

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing (TIF) Redevelopment Project Area (the "TIF District") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 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, Amanda Hemken d/b/a The Revived Soul (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the use of funds collected pursuant to the TIF Act ("TIF Funds") to support a project which would cause for the renovation, repair, and redevelopment of an existing building located on certain property within the TIF District to 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 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 a redevelopment project utilizing TIF 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 funds collected pursuant to the TIF Act, 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.

PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 16th day of September, 2025 on the following roll call vote:

COMMISSIONER	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 this 16th day of September, 2025.

Don E. Downs
MAYOR

ATTEST:
CITY CLERK

{SEAL}

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
REDEVELOPMENT OF 225 S. MAIN STREET
THE REVIVED SOUL

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 16th day of September, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and AMANDA HEMKEN, OWNER, THE REVIVED SOUL (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

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 Mayor and 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" or "TIF #1") and adopting a 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 the renovation, repair, remodeling, and general redevelopment of certain buildings and property located within the TIF District which could not or would not be undertaken without the provision of Tax Increment Financing (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 purposes specified in the Redevelopment Plan.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s).

The Developer agrees, subject to the terms and conditions hereof, to undertake a project which would cause for the redevelopment and improvement of an existing building for the purpose of operating a new medical spa business (The Revived Soul), which includes all work and other activities as may be expected or necessary to perform in order to support such a project (the "Redevelopment Project").

1.1 Redevelopment Project Location. The Redevelopment Project shall take place on certain "Property" as shall be defined and identified by the following address and parcel identification number(s) (including any future subdivision or combination thereof):

Address	Montgomery County, IL PIN(s)
225 S. Main Street, Hillsboro, IL 62049	16-02-491-010

As also identified and described in Appendix A – Project Location

1.2 Scope of Work for Redevelopment Project. The Redevelopment Project shall consist of the renovation, repair, remodeling, and general redevelopment of the existing building and Property, in a manner suitable to operate a medical spa business (The Revived Soul). The Developer shall undertake a comprehensive redevelopment of the Property, which includes, but is not limited to, the following improvements:

A. Exterior façade improvements, including tuckpointing, sealing, painting, and other masonry repairs and improvements.
B. Electrical service upgrades and improvements, including new panels and wiring.
C. Plumbing upgrades and improvements.

The foregoing description is intended to reflect the general scope and scale of the Redevelopment Project as proposed, and shall not be construed to require any particular materials, methods, or construction specifications, except as necessary to achieve the uses and improvements contemplated herein.

1.3 Developer Performance Obligations. As part of this Agreement, the Developer shall also be responsible for the following:

A. Timely Completion

The Developer agrees to diligently pursue completion of the Redevelopment Project in accordance with a schedule of performance as described herein, or as otherwise mutually agreed upon by the Parties.

B. Compliance with Laws and Approvals

All work undertaken by the Developer shall be performed in accordance with applicable federal, state, and local laws, regulations, codes, and ordinances. The Developer shall obtain all permits, approvals, and insurance coverage which may be required for the performance of the Redevelopment Project activities described herein.

C. Documentation and Inspection

Maintain documentation of work performed, including invoices and contractor agreements, and permit the City to inspect the work periodically upon reasonable notice.

D. Operation of Business

Open and commence operation of a new commercial business (The Revived Soul) upon completion of the Redevelopment Project, in accordance with all applicable laws and the terms of this Agreement.

E. Proof of Completion

Submit documents, reports, or other evidence confirming the completion of all work items related to the Redevelopment Project, as may be reasonably requested by the City.

1.4 Project Design. At the request of the City, the Developer shall, prior to commencing construction, submit construction plans for the Redevelopment Project to the City for approval in accordance with all zoning, subdivision and building codes and obtain all necessary permits or permissions. If, during the course of the Redevelopment Project, Developer desires to make any change in the development plans in a way which materially affects the appearance, function, or implementation of the Redevelopment Project, Developer shall submit the proposed change to the City for its approval. If the development plans, as modified by the proposed change, meet all applicable building and zoning codes, the City shall approve the proposed change. No approval required pursuant to this paragraph shall be unreasonably withheld, conditioned, or delayed.

1.5 Timeline for Construction of Improvements. Developer shall commence the construction of the Redevelopment Project within sixty (60) days following the date on which all permits or approvals of governmental entities which may be required to perform the Redevelopment Project have been issued and shall substantially complete the Redevelopment Project within six (6) months. An extension to these deadlines may be granted with written approval from the City, of which will not be unreasonably withheld

given adequate evidence of need.

1.6 Substantial Completion of the Project. The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, the building(s) and Property must be prepared for performance of the proposed services, open for operation, and be in compliance with all relevant building codes, ordinances, or other regulations.

SECTION 2: Reimbursement of Eligible Costs.

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 TIF Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

2.1 TIF Eligible Redevelopment Project Costs. "TIF Eligible Redevelopment Project Costs" shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City's reasonable discretion. For the purposes of this Agreement, TIF Eligible Redevelopment Project Costs may include, but are not limited to the work items and described and estimated in cost attached hereto as **Exhibit A.**

2.2 Cost Certification. Within thirty (30) days of substantial completion of the Redevelopment Project, Developer shall submit to the City a completed **"Project Cost Certification Form"** attached as **Exhibit B**, including supporting invoices, receipts, and lien waivers to confirm, verify, and create record of all TIF Eligible Redevelopment Project Costs incurred pursuant to the Redevelopment Project.

2.3 Review and Approval. All submitted costs may be subject to review and approval by the City. The City shall determine, in its sole reasonable discretion, which submitted costs qualify as TIF Eligible Redevelopment Project Costs as allowable under the TIF Act.

SECTION 3: Project Cost Reimbursement Terms & Structure.

Subject to the terms of this Agreement, reimbursement payments of TIF Eligible Redevelopment Project Costs from the City to the Developer shall be made available in the following forms and with the following terms and limitations:

3.1 Cost Reimbursement Structure. After substantial completion of the following indicated portions of the Redevelopment Project, the City agrees to reimburse the Developer for certain TIF Eligible Redevelopment Project Costs incurred during the completion of the Redevelopment Project ("Incentive Payments"). Such Incentive Payments shall be at the

indicated reimbursement rates and reimbursement limits:

#	Work Item	Reimbursement Rate
1	Façade Renovations	100%
2	Electrical Renovations	75%
3	Plumbing Renovations	75%

3.2 Reimbursement Limit. The total reimbursement the City shall provide to the Developer for qualifying work items and activities performed under this Agreement shall not exceed a cumulative total amount of **$60,000.00** (the "Reimbursement Limit"), regardless of the actual costs incurred or the allocation among different categories of improvements.

SECTION 4: Disbursement of Payment(s).

All payments made from the City to the Developer pursuant to this Agreement shall be subject to the following terms, limitations, and requirements.

4.1 Conditions Precedent. Reimbursement under this Agreement is conditioned upon:
(a) Substantial completion of the approved work items in compliance with all laws and City approvals;
(b) Submission and approval of the Cost Certification Form;
(c) Developer not being found in default under this Agreement;
(d) No liens or encumbrances remaining on the Property (except mortgage(s) of record).

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in **Exhibit C** ("Requests for Payment"). 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.

4.2 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request for Payment without penalty.

4.2 Release of Payment. Within thirty (30) days of the City's approval of any Request for

Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the TIF District. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.3 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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

4.4 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 $500.00**. The City may waive this fee at it's own discretion.

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, 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 pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The following conditions of default shall apply to the Developer:

a) Failure to Timely Perform the Redevelopment Project: The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of performance, including any period of extension to these deadlines.

b) Failure to Open Business: The Developer fails to open and actively operate a commercial business on the Property on or before March 1, 2026, or any other date

resulting from an approved extension to this deadline.

c) Failure of Continuous Operation: The cessation of business operations for a period exceeding thirty (30) consecutive days during the first five (5) years following issuance of a certificate of occupancy or opening of the business; provided, however, that temporary closures due to casualty, force majeure, government orders, or other circumstances beyond the reasonable control of the Developer shall not constitute an Event of Default, so long as the Developer undertakes commercially reasonable efforts to resume operations within a reasonable time.

d) Misuse of Funds: The Developer uses any funds disbursed pursuant to this Agreement for purposes not authorized by this Agreement or provides false or materially misleading documentation in support of a payment or reimbursement request.

e) Failure to Submit Required Documentation: The Developer fails to submit the required cost certification, lien waivers, permits, or other documentation required as conditions precedent to disbursement of funds.

f) Failure to Maintain Insurance or Legal Compliance: The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.

g) Abandonment or Unauthorized Transfer: The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.

h) Insolvency or Bankruptcy: The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.

i) Change in Property Tax Status: The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing by the City.

j) Failure to Pay Property Taxes: The Developer fails to pay any real estate taxes or assessments levied against the Property when due.

k) Failure to Cure After Notice: The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Remedies. In the event the Developer is determined by the City to be in default under this Agreement, and such default occurs or is discovered within five (5) years of the Effective Date, the City shall be entitled to the following remedies, in addition to any other rights or remedies available at law or in equity:

a) Repayment Obligation: The Developer shall, upon written demand by the City, repay to the City one hundred percent (100%) of any and all funds disbursed to the

Developer pursuant to this Agreement. Such repayment shall be due in full within sixty (60) days of the date of the City's written demand, unless otherwise agreed in writing by the City.

b) Termination of Agreement: The City may terminate this Agreement upon written notice to the Developer, in which case the Developer shall no longer be entitled to receive any further disbursements under this Agreement.

c) Legal Action: The City shall have the right to pursue any and all legal or equitable remedies available to enforce the terms of this Agreement, including the right to seek injunctive relief, specific performance, and recovery of reasonable attorneys' fees and costs incurred in enforcing its rights.

5.3 Enforcement of Provisions. 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.

5.4 Discretionary Recovery. 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 6: MISCELLANOUS PROVISIONS

The following additional provisions also apply to this Agreement.

6.1 No Individual Liability of the City. 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.

6.2 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 Agreement shall limit otherwise permissible claims by the Developer against the TIF District or Special Allocation 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.

6.3 Hold Harmless of the City. 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.

6.4 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.

6.5 Assignment. Developer shall have the right to assign this Agreement to a third party such as a future buyer, lender, or other financing party, provided that the original-named Developer shall not be released from liability hereunder upon such assignment. The Developer agrees that it shall not otherwise 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.

6.6 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.

6.7 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.

6.8 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 the 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.

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

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

By: Don E. Downs Date: 9/16/25

Don Downs, Mayor

"DEVELOPER" **THE REVIVED SOUL**

By: _____ Date: 9/17/25

Amanda Hemken, Owner

APPENDIX A
PROJECT LOCATION

Address:
225 S Main Street, Hillsboro, Illinois 62049
Montgomery County PIN(s):
16-02-491-010
Legal Description:
S 10 FT LOT 55 & N 18 FT LT 58 ORIGINAL TOWN 8-4-1346 S T00 R

Property Images & Map:



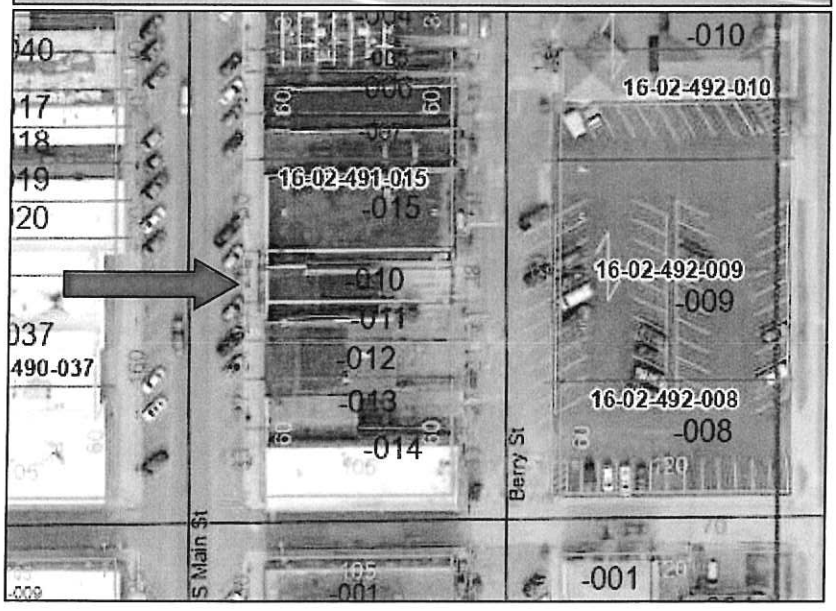


EXHIBIT A
ESTIMATED REDEVELOPMENT PROJECT COSTS

Work Item Description	Estimated Total Cost	Estimated TIF Eligible Cost
Façade Renovations	$22,875.00	$22,875.00
Electrical Renovations	$35,000.00	$35,000.00
Plumbing Renovations	$12,935.00	$12,935.00
Total All Components	**$70,810.00**	**$70,810.00**

EXHIBIT B
PROJECT COST CERTIFICATION FORM

Project Address: _____

Developer Name: _____

Date Submitted: _____

Description of Expense	Vendor/ Contractor	Invoice #	Date Paid	Amount Paid

**Attach additional pages as necessary.*

Attach:

- **Copies of invoices, receipts, contractor statements, etc.**
- **Lien waivers**
- **Proof of payment (e.g., bank/cc statements, check copies, etc.)**
-

Developer Certification:

I hereby certify and acknowledge that any information and documents provided with this certification are true and accurate, and if any of the information or documents provided are determined to be fraudulent, intentionally inaccurate or misleading, I may be subject to any penalties as may be available under law, and any associated Redevelopment Agreement may be immediately be terminated and considered void.

Signature: _____ Date: _____

By: _____

EXHIBIT C
REQUEST FOR REIMBURSEMENT PAYMENT

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 TIF Special Allocation Fund in accordance with the terms, conditions, and obligations pursuant to the below listed Redevelopment Project and associated Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Project Name: _____

Date of Completion: _____

Date of Submission of Project Cost Certification Form: _____

Requested Reimbursement Amount ($/%): _____

Certification:
The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent, intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date Reviewed: _____

Approved Payment Amount: $ _____

Approved By: _____

RESOLUTION NO. 2025-35

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND JARDOGS.AI, INC. UTILIZING BUSINESS DISTRICT REVENUES

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Business District Redevelopment Project Area (the "Business District") 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 set forth by the Redevelopment Plan and Project for the Business District (the "Redevelopment Plan"); and,

WHEREAS, Jardogs.ai, Inc. (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the provision of financial assistance from the City to support a project which would cause for the renovation, repair, and redevelopment of an existing building located on certain property within the Business District to 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 Business District 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; 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 a redevelopment project utilizing funds collected pursuant to the Business District, 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 funds collected pursuant to the Business District Act, 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.

PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 16th day of September, 2025 on the following roll call vote:

COMMISSIONER	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 this 16th day of September, 2025.

Don E. Downs
MAYOR

ATTEST:
CITY CLERK

{SEAL}

CITY OF HILLSBORO * SEAL * ILLINOIS

BUSINESS DISTRICT REDEVELOPMENT AGREEMENT
REDEVELOPMENT OF 925 S. MAIN STREET
JARDOGS.AI

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 7th day of October, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and collectively, JARDGOS.AI, INC. & JARHOUSE, LLC (together, the "Developer"). The obligations of the Developer under this Agreement shall be joint and several. (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

A. On May 24, 2016, in accordance with the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*), as supplemented and amended (the "Business District Act"), the Mayor and City Council of the City (the "Corporate Authorities") approved ordinances designating a Business District Redevelopment Project Area (also known as the "Business District") and adopting the Hillsboro Business District Development and Redevelopment Plan and Project (the "Redevelopment Plan" or "Business District Plan").

B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for the renovation, repair, remodeling, and general redevelopment of certain buildings and property located within the Business District which could not or would not be undertaken without the provision of financial 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 purposes specified in the Redevelopment Plan.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Business District Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s).

The Developer agrees, subject to the terms and conditions hereof, to undertake a project which would cause for the redevelopment and improvement of an existing building for the purpose of locating a new business thereon (Jardogs.ai), which includes all work and other activities as may be expected or necessary to perform in order to support such a project (the "Redevelopment Project").

1.1 Redevelopment Project Location. The Redevelopment Project shall take place on certain "Property" as shall be defined and identified by the following address and parcel identification number(s) (including any future subdivision or combination thereof):

Address	Montgomery County, IL PIN(s)
925 S. Main Street, Hillsboro, IL 62049	16-11-281-020

As also identified and described in Appendix A – Project Location

1.2 Scope of Work for Redevelopment Project. The Redevelopment Project shall consist of the renovation, repair, remodeling, and general redevelopment of the existing building and Property, in a manner suitable for occupancy by a software company headquarters (Jardogs.ai). The Developer shall undertake a comprehensive redevelopment of the Property, which includes, but is not limited to, the following primary activities and actions:

A. Interior Office Buildout.

Developer shall complete the design and construction of interior office improvements necessary for a modern headquarters facility, including but not limited to: the installation of interior walls and partitions, ceilings, flooring, lighting, electrical, HVAC, plumbing as required, and related finishes and fixtures appropriate for professional office use.

B. Exterior Façade Renovation and Remodeling.
Developer shall renovate and remodel the exterior façade of the building to improve functionality, energy efficiency, and appearance. Such work shall include, as reasonably necessary: repair or replacement of exterior materials, windows, doors, entrances, exterior lighting, signage, and related architectural elements to provide an upgraded and professional exterior consistent with a corporate headquarters.

C. Parking Lot Overlay and Improvements.
Developer shall complete an asphalt overlay or resurfacing of the existing parking lot to provide adequate, safe, and accessible parking facilities for employees and visitors. At Developer's option, such work may include the construction of a new parking lot or expansion thereof. Related work shall include striping, curb or gutter repair, drainage, landscaping, lighting, and compliance with applicable accessibility standards.

The foregoing description is intended to reflect the general scope and scale of the Redevelopment Project as proposed, and shall not be construed to require any particular materials, methods, or construction specifications, except as necessary to achieve the uses and improvements contemplated herein.

1.3 Developer Performance Obligations. As part of this Agreement, the Developer shall also be responsible for the following:

A. Timely Completion
The Developer agrees to diligently pursue completion of the Redevelopment Project in accordance with a schedule of performance as described herein, or as otherwise mutually agreed upon by the Parties.

B. Compliance with Laws and Approvals
All work undertaken by the Developer shall be performed in accordance with applicable federal, state, and local laws, regulations, codes, and ordinances. The Developer shall obtain all permits, approvals, and insurance coverage which may be required for the performance of the Redevelopment Project activities described herein.

C. Documentation and Inspection
Maintain documentation of work performed, including invoices and contractor agreements, and permit the City to inspect the work periodically upon reasonable notice.

D. Operation of Business
Open and commence operation of a new commercial business (Jardogs.ai) upon completion of the Redevelopment Project, in accordance with all applicable laws and the terms of this Agreement.

E. Proof of Completion

Submit documents, reports, or other evidence confirming the completion of all work items related to the Redevelopment Project, as may be reasonably requested by the City.

1.4 Project Design. At the request of the City, the Developer shall, prior to commencing construction, submit construction plans for the Redevelopment Project to the City for approval in accordance with all zoning, subdivision and building codes and obtain all necessary permits or permissions. If, during the course of the Redevelopment Project, Developer desires to make any change in the development plans in a way which materially affects the appearance, function, or implementation of the Redevelopment Project, Developer shall submit the proposed change to the City for its approval. If the development plans, as modified by the proposed change, meet all applicable building and zoning codes, the City shall approve the proposed change. No approval required pursuant to this paragraph shall be unreasonably withheld, conditioned, or delayed.

1.5 Timeline for Construction of Improvements. Developer shall commence the construction of the Redevelopment Project within sixty (60) days following the date on which all permits or approvals of governmental entities which may be required to perform the Redevelopment Project have been issued and shall substantially complete the Redevelopment Project within six (6) months. An extension to these deadlines may be granted with written approval from the City, of which will not be unreasonably withheld given adequate evidence of need.

1.6 Substantial Completion of the Project. The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, the building(s) and Property must be prepared for performance of the proposed services, open for operation, and be in compliance with all relevant building codes, ordinances, or other regulations.

SECTION 2: Reimbursement of Eligible Costs.

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 Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

2.1 Eligible Redevelopment Project Costs. "Eligible Redevelopment Project Costs" shall be the actual costs and expenses paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the Business District Act, as determined and verified by the City, in the City's reasonable discretion. For the purposes of this Agreement, Eligible Redevelopment Project Costs may include, but are not limited to the work items and described and estimated

in cost attached hereto as **Exhibit A.**

2.2 Cost Certification. Within thirty (30) days of substantial completion of the Redevelopment Project, Developer shall submit to the City a completed **"Project Cost Certification Form"** attached as **Exhibit B**, including supporting invoices, receipts, and lien waivers to confirm, verify, and create record of all Eligible Redevelopment Project Costs incurred pursuant to the Redevelopment Project.

2.3 Review and Approval. All submitted costs may be subject to review and approval by the City. The City shall determine, in its sole reasonable discretion, which submitted costs qualify as Eligible Redevelopment Project Costs as allowable under the Business District Act.

SECTION 3: Project Cost Reimbursement Terms & Structure.

Subject to the terms of this Agreement, reimbursement payments of Eligible Redevelopment Project Costs from the City to the Developer shall be made available in the following forms and with the following terms and limitations:

3.1 Cost Reimbursement Structure. After substantial completion of each of the following indicated components of the Redevelopment Project, the City agrees to reimburse the Developer for certain portions of such Eligible Redevelopment Project Costs incurred by the Developer during completion of that component ("Incentive Payments"). Such Incentive Payments shall be at the indicated reimbursement rates and reimbursement limits:

#	Work Item/Category	Reimbursement Rate	Payable
1	Windows replacement/repair	100%	Upon Completion
2	Masonry work	100%	Upon Completion
3	Concrete work	100%	Upon Completion
4	Plumbing work	50%	Upon Completion
5	HVAC work	50%	Upon Completion
6	Parking lot improvements	100%	Upon Completion

3.2 Reimbursement Limit. The total reimbursement the City shall provide to the Developer for qualifying work items and activities performed under this Agreement shall not exceed a cumulative total amount of **$200,000.00** (the "Reimbursement Limit"), regardless of the actual costs incurred or the allocation among different categories of improvements.

SECTION 4: Disbursement of Payment(s).

All payments made from the City to the Developer pursuant to this Agreement shall be subject to the following terms, limitations, and requirements.

4.1 Conditions Precedent. The provisions of Incentive Payments under this Agreement is conditioned upon:
(a) Substantial completion of the eligible work item for which payment is being requested in compliance with all applicable laws, codes, ordinances, regulations, and approvals of the City.
(b) Submission to the City, and approval by the City, of the Cost Certification Form and Request for Payment form, together with all necessary supporting documentation reasonably evidencing payment of Eligible Redevelopment Project Costs by the Developer.
(c) Developer not being found in default under this Agreement.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in **Exhibit C** ("Requests for Payment"). 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.

4.2 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request for Payment without penalty.

4.2 Release of Payment. Within thirty (30) days of the City's approval of any Request for Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the Business District. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.3 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 Business 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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies

collected pursuant to the Business District Act.

4.4 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 up to **10%** of any payment made to the Developer from the City pursuant to this agreement. The City may waive this fee at it's own discretion.

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, 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 pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The following conditions of default shall apply to the Developer:

a) Failure to Timely Perform the Redevelopment Project: The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of performance, including any period of extension to these deadlines.

b) Failure to Open Business: The Developer fails to open and actively operate a commercial business on the Property on or before April 1, 2026, or any other date resulting from an approved extension to this deadline.

c) Failure of Continuous Operation: The cessation of business operations for a period exceeding thirty (30) consecutive days during the first five (5) years following issuance of a certificate of occupancy or opening of the business; provided, however, that temporary closures due to casualty, force majeure, government orders, or other circumstances beyond the reasonable control of the Developer shall not constitute an Event of Default, so long as the Developer undertakes commercially reasonable efforts to resume operations within a reasonable time.

d) Misuse of Funds: The Developer uses any funds disbursed pursuant to this Agreement for purposes not authorized by this Agreement or provides false or materially misleading documentation in support of a payment or reimbursement request.

e) Failure to Submit Required Documentation: The Developer fails to submit the required cost certification, lien waivers, permits, or other documentation required as conditions precedent to disbursement of funds.

f) Failure to Maintain Insurance or Legal Compliance: The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.

g) Abandonment or Unauthorized Transfer: The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.

h) Insolvency or Bankruptcy: The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.

i) Change in Property Tax Status: The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing by the City.

j) Failure to Pay Property Taxes: The Developer fails to pay any real estate taxes or assessments levied against the Property when due.

k) Failure to Cure After Notice: The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Remedies. In the event the Developer is determined by the City to be in default under this Agreement, and such default occurs or is discovered within five (5) years of the Effective Date, the City shall be entitled to the following remedies, in addition to any other rights or remedies available at law or in equity:

a) Repayment Obligation: The Developer shall, upon written demand by the City, repay to the City one hundred percent (100%) of any and all funds disbursed to the Developer pursuant to this Agreement. Such repayment shall be due in full within sixty (60) days of the date of the City's written demand, unless otherwise agreed in writing by the City.

b) Termination of Agreement: The City may terminate this Agreement upon written notice to the Developer, in which case the Developer shall no longer be entitled to receive any further disbursements under this Agreement.

c) Legal Action: The City shall have the right to pursue any and all legal or equitable remedies available to enforce the terms of this Agreement, including the right to seek injunctive relief, specific performance, and recovery of reasonable attorneys' fees and costs incurred in enforcing its rights.

5.3 Enforcement of Provisions. 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.

5.4 Discretionary Recovery. 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. Requests for repayment will be required to be made in writing to the Developer and is not automatically triggered by the above-mentioned events.

SECTION 6: MISCELLANOUS PROVISIONS

The following additional provisions also apply to this Agreement.

6.1 No Individual Liability of the City. 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.

6.2 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 Agreement shall limit otherwise permissible claims by the Developer against the Business District or Special Allocation 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.

6.3 Hold Harmless of the City. 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.

6.4 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.

6.5 Assignment. Developer shall have the right to assign this Agreement to a third party such as a future buyer, lender, or other financing party, provided that the original-named Developer shall not be released from liability hereunder upon such assignment. The Developer agrees that it shall not otherwise 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.

6.6 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.

6.7 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.

6.8 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 the 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.

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

"CITY"

CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

By: Don E. Downs Date: 10-7-25
Don Downs, Mayor

"DEVELOPER"

JARDOGS.AI, INC.

By: Julie Abel Date: 10/14/2025
Julie Abel, CFO

By: Jim Hewitt Date: 10/14/2025
Jim Hewitt, CEO

~~JARHOUSE, LLC~~

By: Julie Abel Date: 10/14/2025
Julie Abel, Manager

By: Jim Hewitt Date: 10/14/2025
Jim Hewitt, Member

APPENDIX A
PROJECT LOCATION

Address:
925 S Main Street, Hillsboro, Illinois 62049
Montgomery County PIN(s):
16-11-281-020
Legal Description:
125 FT E 1/2 LOT 41 PT E 1/2 NE LOTS IN HILLSBORO 8-4-938 & 939 S11 T08 R4

Property Location Map:

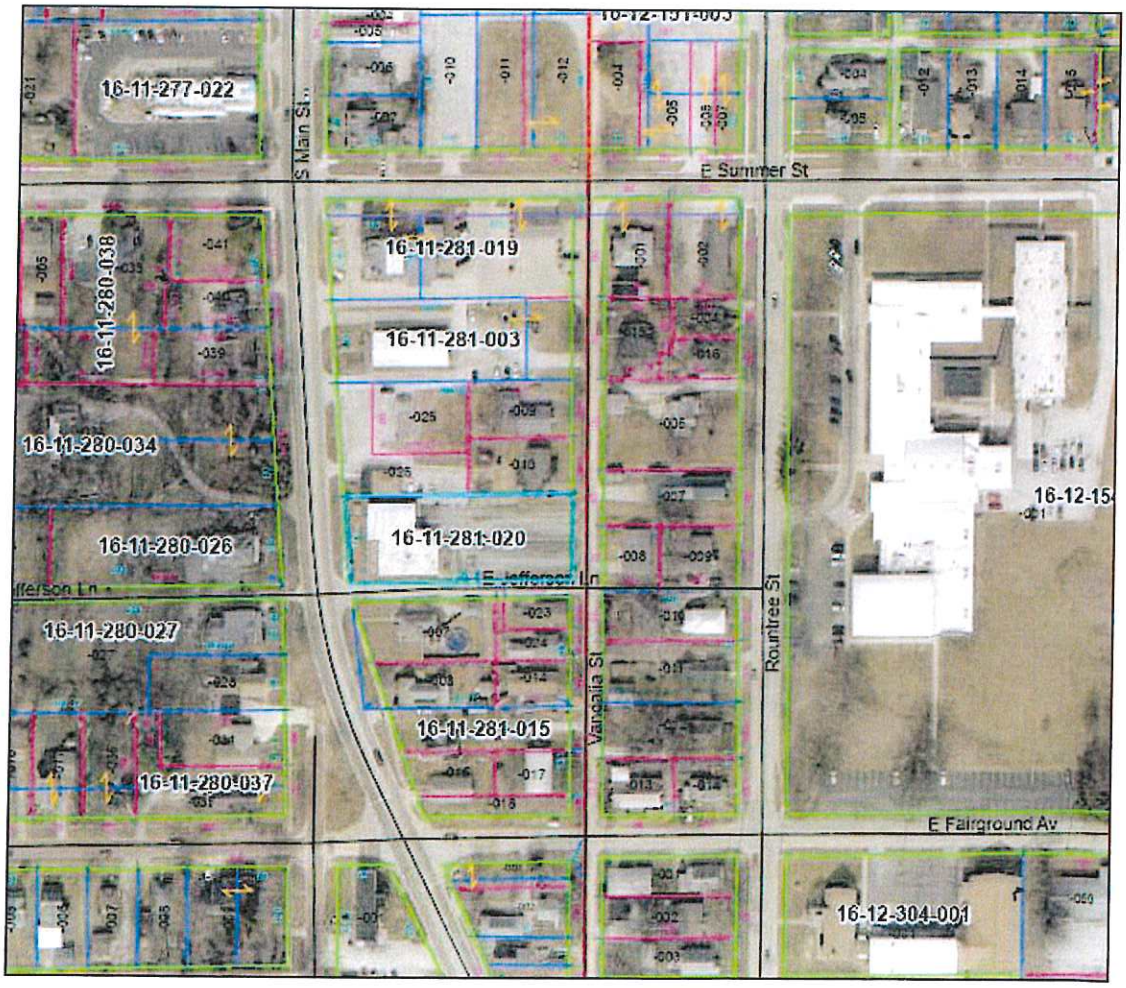


EXHIBIT A
ESTIMATED REDEVELOPMENT PROJECT COSTS

Work Item Description	**Estimated Total Cost**	**Estimated Eligible Cost**
Interior Work Items		
Office Build Out (bathrooms, ceiling, offices, small meeting rooms)	$110,539	$110,539
Plumbing (bathrooms, kitchen, kitchenette)	$36,350	$36,350
Flooring	$22,542	$22,542
Demolition	$6,900	$6,900
Electrical Panel Relocation	$5,507	$5,507
HVAC Work	$26,500	$26,500
Exterior Work Items		
Windows	$108,100	$108,100
Painting	$4,900	$4,900
Signage	$10,010	$10,010
Masonry	$4,500	$4,500
Ponds	$2,000	$2,000
Concrete	$5,000	$5,000
Parking Lot Option #1 (overlay)	$41,725	$41,725
Parking Lot Option #2 (new)	$70,276	$70,276
TOTAL w/ Parking Option #1	**$384,573**	**$384,573**
TOTAL w/ Parking Option #2	**$413,124**	**$413,124**

EXHIBIT B
PROJECT COST CERTIFICATION FORM

Project Address: _____

Developer Name: _____

Date Submitted: _____

Description of Expense	Vendor/ Contractor	Invoice #	Date Paid	Amount Paid

**Attach additional pages as necessary.*

Attach:

- **Copies of invoices, receipts, contractor statements, etc.**
- **Lien waivers**
- **Proof of payment (e.g., bank/cc statements, check copies, etc.)**
-

Developer Certification:

I hereby certify and acknowledge that any information and documents provided with this certification are true and accurate, and if any of the information or documents provided are determined to be fraudulent, intentionally inaccurate or misleading, I may be subject to any penalties as may be available under law, and any associated Redevelopment Agreement may be immediately be terminated and considered void.

Signature: _____ Date: _____

By: _____

EXHIBIT C
REQUEST FOR REIMBURSEMENT PAYMENT

TO: City of Hillsboro
Attn: Department of Economic Development
447 S. Main Street
Hillsboro, Illinois 62049

You are hereby requested and directed to make payment from the Business District Special Allocation Fund in accordance with the terms, conditions, and obligations pursuant to the below listed Redevelopment Project and associated Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Project Name/Project Component: _____

Date of Completion: _____

Date of Submission of Project Cost Certification Form: _____

Requested Reimbursement Amount ($/%): _____

Certification:
The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent, intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date Reviewed: _____

Approved Payment Amount: $_____

Approved By: _____

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-36

A RESOLUTION APPROVING AN ILLINOIS POSTCONSUMER PAINT COLLECTION PROGRAM DROP-OFF SITE OPERATION AGREEMENT BETWEEN THE CITY OF HILLSBORO AND PAINTCARE ILLINOIS LLC

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 an operation agreement for the City to host a Postconsumer Paint Collection Program Drop-off Site.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby authorized and approved.

PASSED by the City Council of the City of Hillsboro, Illinois, this 7th day of October, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 7th day of October, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

(Seal)

PC Contract No. 004344



901 New York Ave NW, Suite 300W
Washington, DC 20001
(855) PAINT09 paintcare.org

Illinois Postconsumer Paint Collection Program
Drop-Off Site Operation Agreement

Between

PaintCare Illinois LLC

and

City of Hillsboro

ILLINOIS POSTCONSUMER PAINT COLLECTION PROGRAM
DROP-OFF SITE OPERATION AGREEMENT

This Agreement (the "Agreement") is made by and between City of Hillsboro located at 447 South Main Street, Hillsboro, Illinois 62049 (the "Service Provider") and PaintCare Illinois LLC, a Delaware limited liability company having its office at 901 New York Avenue NW, Suite 300W, Washington, D.C. 20001 ("PaintCare").

RECITALS

Whereas, PaintCare is the representative organization of the Illinois Postconsumer Paint Stewardship Program (the "Program"), pursuant to Illinois P.A. 103-372 (SB 836) (the "Paint Stewardship Act");

Whereas, pursuant to the Paint Stewardship Act, PaintCare submitted a plan to the Illinois Environmental Protection Agency to facilitate the management of "PaintCare Products" (defined below) that are collected by "Drop-Off Sites" (defined below) under the Program;

Whereas, PaintCare desires to enter into agreements with locations that can participate as Drop-Off Sites to collect PaintCare Products;

Whereas, Service Provider wishes for one or more of its locations to participate as Drop-off Site in the Program.

Whereas, the Service Provider has and/or operates a waste collection program, including permanent collection sites and/or temporary collection events, to which local residents may bring certain types of waste, including PaintCare Products, for appropriate treatment, recycling, and/or disposal;

Whereas, PaintCare, as part of its responsibility to facilitate the management of the Program, wishes to obtain the Services of the Service Provider for the collection of PaintCare Products from the Service Provider's Drop-Off Sites, as provided in this Agreement; and

Whereas, the Service Provider may, but is not required to, engage in Additional Activities that are part of the Program, including Direct Reuse, Reprocessing, Internal Transportation, and Bulking.

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE 1 – DEFINITIONS

1.1 "Additional Activities" means those on-site paint management activities that the Service Provider has the option to perform and for which PaintCare will provide monetary compensation.

1.2 "Bulking/Bulked" means opening individual cans of paint and combining the latex paint into 55-gallon drums marked "Latex Paint" and the oil-based paint into a separate 55-gallon drum marked "Oil-Based Paint."

1.3 "Collect/Collected/Collection" means accepting PaintCare Products from the public at Drop-Off Sites and screening incoming materials in accordance with the Program Guidelines to determine which materials are acceptable PaintCare Products.

1.4 "Collection Bins" are containers provided by or approved for use by PaintCare or its contractors to hold PaintCare Products.

1.5 "Drop-Off Sites" mean all permanent collection facilities and Temporary Collection Events owned, leased, subleased, controlled, and/or operated by the Service Provider and are added to this Agreement according to its terms.

1.6 "Effective Date" means the date that the parties' obligations begin under this Agreement. The Effective Date is the later of (i) date of the later signature below, and (ii) the date on which the Program launches in the State.

1.7 "Force Majeure" means any of the following that prevent performance of this Agreement and are not within the reasonable anticipation and control of the affected party, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time: riots; wars; civil disturbances; insurrections; acts of terrorism; strikes and labor disputes; embargoes; state or federal orders; epidemics or pandemics; and acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days; or any other similar events or circumstances.

1.8 "Haulers" mean independent contractors hired by PaintCare to transport PaintCare Products from the Drop-Off Sites.

1.9 "Including" (whether or not capitalized) means "including but not limited to."

1.10 "Indemnified Parties" is defined in Article 9.1.

1.11 "Initial Term" is defined in Article 2.1.

1.12 "Law" means all federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker's compensation, disability, taxes, worker and public health and safety, the environment, and the Program.

1.13 "Loose Packing/Loose Packed" means placing acceptable PaintCare Products into Collection Bins, including sorting oil-based and latex PaintCare Products into separate Collection Bins, in a manner that is conducive to safe and efficient transport.

1.14 "Non-PaintCare Products" mean products not covered by the Program that are collected and/or managed by the Service Provider.

1.15 RESERVED

1.16 "Program Guidelines" mean the "Illinois Postconsumer Paint Collection Program Drop-Off Site Guidelines" in Attachment I, as may be updated by PaintCare from time-to-time.

1.17 "PaintCare Products" mean the materials that are eligible to be collected through the Program in the State, which may change from time to time. The Program Guidelines include a list of such eligible Program Products that is current as of the date of this Agreement. PaintCare will communicate in writing any changes to the types of materials that are eligible to be collected as Program Products.

1.18 "Services" mean all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto.

1.19 "State" means the state of Illinois.

1.20 "Term" means the Initial Term and any renewal term(s), as set forth in Article 2.

1.21 "Temporary Collection Events" mean an event hosted and/or operated by the Service Provider to Collect PaintCare Products at locations within the State.

1.22 "Written" or "In Writing" (whether or not capitalized) means in a written communication in hardcopy or electronic form, including e-mail.

ARTICLE 2 – TERM OF AGREEMENT

2.1 **Term.** This Agreement will commence on the Effective Date and, unless terminated under Article 11 ("Termination of Agreement"), will remain in full force and effect for a period of one (1) years (such one-year period, the "Initial Term").

2.2 **Renewal.** Immediately after the expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms, unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed.

2.3 **Expiration.** If either party provides notice that the Agreement will not be renewed, unless otherwise instructed by PaintCare, the Service Provider, before the end of the Term of the Agreement, shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Drop-Off Sites.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

3.1 **Managing Program Products.** In consideration of PaintCare's payments, if any, to the Service Provider for the Services, and for activities undertaken at the expense of PaintCare, the Service Provider shall perform the Services provided for in Attachment A ("Scope of Work"). The Service Provider shall manage at its own expense all PaintCare Products Collected at the Drop-Off Sites only in accordance with Attachment A ("Scope of Work") and not process or dispose of PaintCare Products by any other method without the prior written approval of PaintCare.

3.2 **Covered Permanent Drop-Off Sites.** Either party may amend Attachment C ("Drop-Off Site Information") to add or delete sites subject to the other party's prior written approval for each such addition/deletion.

3.3 **Covered Temporary Collection Events.** Service Provider's Temporary Collection Events will automatically be added under this Agreement on an ongoing basis with the following conditions and exclusions:

a. Service Provider must provide PaintCare with at least ten (10) days' advance written notice of when each Temporary Collection Event is to take place. If Service Provider fails to provide at least ten (10) days' advance written notice of a Temporary Collection Event as required hereunder, the Temporary Collection Event will not be added unless expressly approved by PaintCare in writing.

b. In instances where PaintCare receives timely advance notice of a Temporary Collection Event as required hereunder, PaintCare may decline the addition of a Temporary Collection Event(s) by providing Service Provider with written notice to that effect no later than ten (10) days after PaintCare received notice of that Temporary Collection Event(s) from Service Provider.

3.4 **Operational Responsibility.**

a. The Service Provider (and not PaintCare) is responsible for:

i. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services; and

ii. complying with all applicable Law relating to the Services and the operation of the Drop-Off Sites.

b. The Service Provider is responsible for and will manage at its sole expense any and all Non-PaintCare Products it collects at the Drop-Off Sites. PaintCare in no way accepts responsibility for such Non-PaintCare Products.

c. The Service Provider shall provide the Services at its own risk and take all reasonable precautions to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to PaintCare's or one of its contractor's property, the Service Provider, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.

d. Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Service Provider. All personnel working for or at the direction of Service Provider must be managed, supervised, and directed by the Service Provider.

3.5 **Compliance with PaintCare Program Guidelines.**

a. The Service Provider shall make best efforts to comply in all material respects with the Program Guidelines (except to the extent the Program Guidelines conflict with the terms of this Agreement or any applicable Law). The Service Provider must notify PaintCare in writing if the Service Provider is unable to comply with any aspect of the Program Guidelines.

b. The Service Provider shall not charge Program participants a fee relating to any costs that are covered by the Program, unless approved by PaintCare, such approval not to be unreasonably withheld. Nothing in this Agreement prohibits the Service Provider from charging fees to participants for dropping off Non-PaintCare Products.

3.6 **Spill Prevention and Response.** The Service Provider is responsible for promptly containing and cleaning up any spills that may occur at the Drop-Off Sites, including (i) maintaining spill kits or other appropriate spill containment and clean-up materials at all Drop-Off Sites, (ii) instituting spill prevention and response procedures at the Drop-Off Sites, and (iii) training Drop-Off Site personnel on all such spill prevention and response procedures.

3.7 **Reporting.** The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider shall comply with all reasonable requests from PaintCare for preparation, access, review, and/or adjustment of these deliverables throughout the Term of this Agreement.

3.8 **Collection Bins.** The Service Provider shall inspect the Collection Bins upon arrival and determine whether they are in proper condition for use. PaintCare is responsible for replacing any defective Collection Bins and repairing normal wear-and-tear to the Collection Bins. The Service Provider shall immediately notify the Hauler if at any point during the Term of the Agreement a Collection Bin(s) is not in proper condition for use and shall not use any such defective Collection Bins until they are repaired or replaced by the Hauler. The Service Provider is responsible for its use (or misuse) of any equipment it uses to perform the Services, including any Collection Bins.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

4.1 **Mutual Representations and Warranties.** The parties each represent, covenant, and warrant that:

a. it is an entity in good standing and qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement; and

b. this Agreement does not in any way conflict with any of its other agreements.

4.2 **Service Provider's Additional Representations and Warranties.** The Service Provider additionally represents, covenants, and warrants that:

a. it possesses the business, professional, and technical expertise, training, personnel, and equipment required to perform the Services;

b. it will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and

c. it and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the Term of the Agreement, all permits, licenses, certificates, or approvals required by applicable Law to perform the Services.

ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE

5.1 **Coordinating Transportation and Processing.**

a. PaintCare shall arrange for a Hauler to be available to pick up Collected PaintCare Products from any permanent Drop-Off Site within ten (10) business days of the Drop-Off Site placing a pick-up request to the Hauler, with the exception of Drop-Off Sites located in any island communities. The parties recognize and agree that pick up turnaround times for Drop-Off Sites located in any island communities may exceed the turnaround timeframe specified above. PaintCare shall, at its expense, arrange for the Hauler to transport such PaintCare Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program.

b. Provided that the Service Provider provides PaintCare with sufficient notice as required under this Agreement, PaintCare (or its Hauler) will coordinate with the Service Provider to arrange for the timely pick-up of PaintCare Products Collected at a Temporary Collection Event at a date and time designated by the Service Provider.

c. PaintCare shall require the Haulers and their subcontractors to treat, store, and dispose of all PaintCare Products picked up by Hauler from a Drop-Off Site in accordance with all applicable Law and in conformance with PaintCare's program plan. PaintCare shall require that any disposal or recycling facilities utilized as part of the Program are maintained in accordance with all applicable Law.

d. PaintCare will contract with its Haulers to arrange and provide for the ultimate disposition of the PaintCare Products as set forth in PaintCare's program plan.

5.2 **Compensation for Additional Activities.** PaintCare shall pay the Service Provider for any Additional Activities as set forth in this Agreement and in accordance with the pricing in Attachment B ("Pricing").

5.3 **Collection Bins.** For each Drop-Off Site, PaintCare shall arrange for a Hauler to provide Collection Bins to the Service Provider or approve the Service Provider's containers as Collection Bins. All Collection Bins supplied by PaintCare or a Hauler will remain the property of PaintCare.

5.4 **No Exclusivity.** Nothing herein creates an exclusive arrangement between PaintCare and the Service Provider. The Service Provider may not restrict PaintCare from contracting with other

entities under the Program, including other service providers with waste collection facilities in the Service Provider's geographical region.

5.5 **Damage to Property.** If PaintCare or a Hauler causes any damage to the Service Provider's or one of its subcontractor's property, PaintCare shall, at no expense to the Service Provider, either (i) promptly replace the damaged property or have it repaired to the condition existing before the damage, or (ii) require the Hauler to replace the damaged property or have it repaired to the condition existing before the damage.

ARTICLE 6 – TITLE AND RISK OF LOSS; DISCLAIMERS

6.1 **Service Provider's Title and Risk of Loss.**

a. As between the Service Provider and PaintCare, the Service Provider has title to and risk of loss and liability for any and all PaintCare Products and Non-PaintCare Products that the Service Provider receives at the Drop-Off Sites, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under state or local Law.

b. Notwithstanding the foregoing, once a Hauler accepts for transportation any PaintCare Products Collected by the Service Provider under this Agreement, title to and risk of loss for those PaintCare Products will transfer to that Hauler. PaintCare at no time takes title to or assumes liability for any materials that Service Provider accepts at the Drop-Off Sites; however, for the PaintCare Products that Service Provider Collects under the Program, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting those PaintCare Products for transportation from a Drop-Off Site.

6.2 **Disclaimer of Responsibility for the Services.** PaintCare has no authority or responsibility to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the Services and achieve compliance with applicable Law. PaintCare does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services. PaintCare is not responsible for any damage to persons or property resulting from the performance of the Services.

6.3 **Waiver of Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE INDEMNIFICATION OBLIGATIONS IN ARTICLE 9 ("INDEMNIFICATION").

ARTICLE 7 – PAYMENT AND INVOICING

7.1 **Invoicing and Reporting.**

a) If the Service Provider is performing any Additional Activities under this Agreement, the Service Provider shall provide an "Activity Report for Reimbursement" form (Attachment E) to PaintCare on a monthly basis, either by hard copy or electronically, within thirty (30) days after the end of the month in which the invoiced Additional Activity services were performed. The report may be sent with or without a separate invoice. The Service Provider's timely submission to PaintCare of the Activity Report for Reimbursement form in Attachment E is sufficient to meet the invoicing requirements hereunder.

b) The Service Provider shall submit all Activity Report for Reimbursement forms and invoices, if applicable, together to PaintCare by the method directed by PaintCare and/or at the address specified below.

To:	PaintCare Illinois LLC
Attn:	Accounting
E-mail:	paintcare@bill.com
Address:	901 New York Avenue NW, Suite 300W, Washington, DC 20001

c) PaintCare reserves the right to refuse payment of any invoice or portion thereof that is not timely submitted or does not meet the requirements set forth in this Agreement.

7.2 **Backup Documentation.** The Service Provider warrants that, to the best of its knowledge, all documents including invoices, billings, back-up information for invoices, and reports submitted by the Service Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that PaintCare may rely upon all such documents and the data therein as being complete and accurate. The Service Provider shall promptly notify PaintCare upon discovering any errors or discrepancies in any documents that the Service Provider provided to PaintCare under this Agreement. All amounts paid by PaintCare to the Service Provider are subject to audit by PaintCare.

7.3 **Payments.**

a) PaintCare's payment for any Additional Activities provided by the Service Provider, if any, will be made in U.S. currency and in the manner set forth in Attachment B ("Pricing").

b) Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within forty-five (45) days of the date that PaintCare receives the invoice.

c) In the event PaintCare has a good-faith objection to an invoice, PaintCare shall pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in Article 16 ("Dispute Resolution") will be used to resolve such disputed portion of an invoice.

d) PaintCare's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare. Likewise, the Service Provider's acceptance of all or part of a payment neither relieves PaintCare of any of its obligations under this Agreement nor constitutes a waiver of any claims by the Service Provider.

ARTICLE 8 – AUDIT AND INSPECTION RIGHTS

8.1 **Compliance Monitoring.** PaintCare and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the Service Provider about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of the Service Provider, (ii) the activities undertaken by the Service Provider in the performance of this Agreement, and (iii) the means by which the Service Provider meets all requirements, including applicable Law.

8.2 **Site Inspections.** PaintCare may, audit and inspect, with full access, the Service Provider's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which

the Service Provider performs the Services. PaintCare will provide the Service Provider with at least seventy-two (72) hours' notice before any such audit or inspection.

8.3 **PaintCare Audit Rights.** The Service Provider will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, of any books or records, and to make audits of invoices, materials, and other data related to all other matters covered by this Agreement. The Service Provider shall maintain such data and records (and ensure that any subcontractors of the Service Provider maintain any such data and records) in an accessible location and condition for a period of not less than three (3) years from the date of the final report or final payment under this Agreement, as applicable, or until after final audit has been resolved, whichever is later.

8.4 **Record Retention**. In addition to those reports detailed in Attachment A ("Scope of Work"), the Service Provider shall maintain the following records:

a. for each pick-up of PaintCare Products by a Hauler from a Drop-Off Site, a bill of lading, manifest, or equivalent shipping documentation specifying the following:

i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler;

ii. the destination of the PaintCare Products;

iii. the quantity of PaintCare Products being transported;

iv. the date on which the Hauler accepted the PaintCare Products from the originating location; and,

v. the signatures of both the Hauler and a representative of the originating Drop-Off Site;

b. records of any inspections required by Law; and

c. Employee Training records, as described in and required by the Program Guidelines.

ARTICLE 9 – INDEMNIFICATION

9.1 **The Service Provider's Indemnification of PaintCare.** To the extent permitted by Law, and subject to Article 9.3 below, the Service Provider, its successors and assigns, agrees to indemnify, defend, and hold harmless PaintCare, its affiliate and related companies, and their member companies, officers, directors, employees, agents, successors, and assigns (collectively, "Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, litigation expenses, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services (whether by the Service Provider or any subcontractor of the Service Provider), the Service Provider's operation of a Drop-Off Site, or the Service Provider's performance of its obligations under the Agreement.

9.2 **Indemnification of Service Provider.**

a. PaintCare shall require in its contracts with its Haulers that, subject to Article 9.3 below, the Haulers agree to indemnify the Service Provider, its agents, elected officials, and employees, from and against all claims, losses, damages, liabilities, expenses, and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which result from or arise out of the Hauler's (or its

subcontractors') transportation or processing/disposal of any PaintCare Products that the Hauler picks up from any of the Service Provider's Drop-Off Sites.

b. Subject to Article 9.3 below, PaintCare will indemnify, defend, and hold harmless the Service Provider, its agents, elected officials, and employees, from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, litigation expenses, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability that result from any of the following:

   i. PaintCare's failure to include the contractual requirement for the Hauler to indemnify the Service Provider, as described in Article 9.2(a), or PaintCare's failure to maintain such a requirement in its Hauler contracts;

   ii. PaintCare's failure to pay the Haulers for the services rendered by the Haulers (or any subcontractors thereof) relating to the Drop-Off Sites;

   iii. any breach by PaintCare of its obligations to remedy any property damage caused to a Drop-Off Site by PaintCare or a Hauler, as described in Article 5.5; or

   iv. the activities of PaintCare staff while present at the Drop-Off Sites.

9.3 **Indemnification Exceptions.**

a. The indemnification obligations in this Article 9 do not apply to any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action that result primarily from the negligence, willful misconduct, or breach of this Agreement attributable to the party seeking indemnification.

b. For the avoidance of doubt, nothing in this Article 9 is intended to make either party liable for the acts or omissions of the Haulers or any subcontractor thereof relating to their transportation, storage, management, treatment, processing, or disposal of PaintCare Products or other materials.

ARTICLE 10 – INSURANCE

10.1 **Service Provider Insurance Requirements.** The Service Provider shall comply with the requirements set forth in Attachment D ("Insurance Requirements for PaintCare Drop-Off Sites").

10.2 **Hauler Insurance Requirements.** PaintCare shall require that its Haulers carry appropriate insurance, including the following (collectively, the "Hauler Insurance"):

a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than $1,000,000 each occurrence, and $2,000,000 in the aggregate;

b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than $1,000,000 combined single limit; and

c. Workers' Compensation Insurance as required by the State or other applicable Law.

10.3 **Additional Insurance Requirements for Hazwaste Haulers.** For any Hauler that PaintCare designates to pick up hazardous PaintCare Products from the Drop-Off Sites, the Hauler Insurance will include environmental pollution liability insurance covering liability arising from the handling or release of pollutants by the Hauler, including during transport. Such environmental

pollution liability insurance will have limits not less than $2,000,000 each occurrence, and $5,000,000 in the aggregate.

10.4 **Hauler Additional Insured Obligations.** PaintCare shall require in its contracts with its Haulers that the Hauler include the Service Provider and its agents, elected officials, and employees as additional insured (which may be by blanket endorsement) under the Hauler Insurance policies (other than Worker's Compensation).

ARTICLE 11 – TERMINATION OF AGREEMENT

11.1 **Termination for Cause.** Either party may terminate this Agreement or any Services under this Agreement under the following conditions:

a. Immediately upon prior written notice if the other party has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or

b. upon ten (10) days' prior written notice if the other party has violated applicable Law.

Any notice of termination must specify the date of termination and the reasons for termination.

11.2 **Termination for Convenience.** Either party may terminate this Agreement (in whole or in connection with one or more particular Drop-Off Sites) at any time without cause upon thirty (30) days' written notice to the other party.

11.3 **Effect of Termination.** If this Agreement is terminated under this Article, PaintCare shall pay the Service Provider for any unpaid fees validly owed under the Agreement for any Additional Activities performed before the date of the termination. Upon any termination of this Agreement, unless otherwise instructed by PaintCare, the Service Provider promptly shall assemble all Collection Bins supplied by PaintCare, whether or not full, and shall make them available for pick up by a Hauler at one of the Service Provider's Drop-Off Sites.

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

12.1 **Limitations on Assignment.** Neither party may assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect. Notwithstanding the foregoing, PaintCare will provide notice but does not require prior consent to assign the Agreement to an entity that is at least fifty percent (50%) owned or controlled by PaintCare or to an entity that owns or controls at least fifty percent (50%) of PaintCare.

12.2 **Service Provider's Subcontracting Rights.** The Service Provider may subcontract any part of its obligations under this Agreement by providing written notice to PaintCare. Nothing contained in this Agreement or otherwise, creates any contractual relationship between PaintCare and any subcontractor of the Service Provider. A subcontract does not relieve the Service Provider of its responsibilities and obligations hereunder. It is the Service Provider's responsibility to ensure that any subcontractor is aware of and complies with the terms of this Agreement relating to the services being performed by that subcontractor. The Service Provider agrees to be as fully responsible to PaintCare for the acts and omissions of its subcontractors as it is for its own acts and omissions.

12.3 **Subcontractor Payment Obligations.** The Service Provider's obligation to pay its subcontractors is an obligation independent from PaintCare's obligation to make payments to

the Service Provider. PaintCare has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Service Provider.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible (but no later than ten (10) calendar days), setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

ARTICLE 14 – NOTICES

14.1 **Delivery of Notices.** Except where otherwise expressly authorized, notice will be by email, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery. If delivery is refused, notice must be attempted by an alternate method hereunder. If delivery is refused for more than one method of notice specified herein, notice is deemed to be effective as of the date the second notice was attempted.

To: PaintCare Illinois LLC
Attn: General Counsel
Email: Legal@paintcare.org
Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001

[SERVICE PROVIDER]
To: City of Hillsboro
Attn: City Clerk
Email: cityhall@hillsboroillinois.net
Address: 447 S. Main St.
Hillsboro, IL 62049

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

15.1 **Relationship Between the Parties.** The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

15.2 **Compensation of Employees.** Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.

15.3 **Workers' Compensation.** Each party understands and agrees that all persons performing work pursuant to this Agreement on its behalf are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.

15.4 **Relationship of Haulers.** The Haulers are independent third-party contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of the Haulers under this Agreement.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 **Good Faith Negotiation.** Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.

16.2 **Agreement to Arbitration.** Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association. Any decision of an arbitrator engaged under this Article is final, binding and enforceable upon both parties. The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.

16.3 **Enforcement of Arbitration.** Each party hereto accepts the jurisdiction of the courts of the State for the purposes of commencing, conducting and enforcing an arbitration proceeding or arbitration decision pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 14.1, and such notice will have the same effect as if the party had been personally served within the State.

16.4 **Performance During Dispute Resolution.** The parties shall continue to perform their respective obligations during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.

16.5 **Dispute Resolution Costs.** Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker shall be shared equally between the parties.

ARTICLE 17 – COMPLIANCE WITH LAW

17.1 **Compliance with Law.** Each party shall comply with all Law applicable to the performance of its obligations under this Agreement.

17.2 **Cumulative Obligations and Remedies.** Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed on or afforded to the parties under applicable Law.

ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE

18.1 **Health and Environmental Safety.** The Service Provider is responsible for safety, health, and environmental protection related to the performance of the Services and shall take appropriate

measures required by applicable Law and legal standards to ensure that it (and any of its subcontractors):

a. provide and maintain safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed;

b. protect and safeguard (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) all property and equipment from damage or loss;

c. comply with all applicable Law governing the generation, handling, management, treatment, storage, or disposal of hazardous wastes, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and all requirements for household waste collection facilities pursuant to all applicable permits and state law; and

d. comply with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration ("OSHA"), U.S. Environmental Protection Agency ("EPA"), and delegated state programs authorized by OSHA and EPA.

18.2 **Notification of Releases.** The Service Provider shall notify PaintCare within twenty-four (24) hours of any circumstance or occurrence during the performance of the Services that requires reporting to any governmental authority under any applicable permit or Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42 U.S.C. § 9603 or under applicable State or local law. The Service Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of any inability to notify PaintCare.

18.3 **Notification of Dangerous Conditions at Drop-Off Sites.** In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Service Provider shall (i) immediately take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law and cleanup standards, and (ii) notify PaintCare of the incident within twenty-four (24) hours. As between the parties, the Service Provider is solely responsible for the costs of such action and any liability and damages of any type arising from any action or occurrence identified in this Article. The Service Provider shall not delay the undertaking of appropriate action because of any inability to notify PaintCare.

ARTICLE 19 – PUBLICITY

19.1 The Service Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the PaintCare service mark without the prior written consent of PaintCare. The Drop-Off Sites and any events may be listed, referenced, or advertised as Collection sites by PaintCare for the Program during the Term of this Agreement in accordance with the Program Guidelines.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

20.3 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized representatives of the parties hereto.

20.4 **Governing Law/Venue.** The laws of the State, without giving effect to its principles of conflicts of law, govern the interpretation and effect of this Agreement. Subject to the provisions of Article 16 ("Dispute Resolution"), any legal proceedings regarding this Agreement initially will be brought before a court of jurisdiction prescribed by law in the State.

20.5 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

20.6 **Calendar Days.** Any reference to the word "day" or "days" herein shall mean calendar day or calendars days, respectively, including weekends and federal holidays unless otherwise expressly provided. If a deadline falls on a weekend or federal holiday, the next business day will be the applicable deadline.

20.7 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.

20.8 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.

20.9 **Headings.** The section and subsection headings used in this Agreement are for convenience only and are not intended to define or limit any of the terms or provisions herein.

20.10 **Survivability**. All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including the continuing obligations in the following articles: Article 6 ("Title and Risk of Loss; Disclaimers"); Article 8 ("Audit and Inspection Rights"); Article 9 ("Indemnification"); Article 10 ("Insurance"); Article 16 ("Dispute Resolution"); Article 17 ("Compliance With Law"); and Article 18 ("Safety, Health, and Environmental Protection; Releases of Hazardous Substances; Emergency Response).

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

By:

_____	Don E. Downs
Authorized Signatory **PaintCare**	Authorized Signatory **Service Provider**
_____	DON E. DOWNS
Print Name	Print Name
_____	MAYOR
Print Title	Print Title
Date: _____	Date: 10/16/2025

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider shall do the following:

1) Collect PaintCare Products and Loose Pack them into Collection Bins to be picked up by Haulers.

2) Notify the Hauler in advance of when Collection Bins will be full and ready for pick up by the Hauler, or sooner if earlier pickups are necessary for the Service Provider to comply with storage limits or other applicable Law.

3) Manage at the Drop-Off Sites (or other locations approved by PaintCare in writing) all collected PaintCare Products gathered through the Drop-Off Sites only in the following ways and not dispose of PaintCare Products in any other method without the written approval of PaintCare:

   a) By Loose Packing;

   b) By Bulking; or

   c) By any other Additional Activities specifically contemplated in this Agreement.

4) Report directly to PaintCare any spills or health or safety incidents as provided in the Agreement.

5) Provide to PaintCare advance notice, as required herein, of any Temporary Collection Events.

ATTACHMENT B

[RESERVED]

Attachment C: Drop-Off Site Information

Please complete all sections for permanent sites; complete sections A-B for temporary events.

PaintCare
RECYCLING MADE EASY

A. Basic Site Information		
1.	Name of site	City of Hillsboro Used Paint Drop-off
2.	Street address for site	506 Corporate Dr.
3.	City, state, zip code for site	Hillsboro, IL 62049
4.	Permit holder (if applicable)	
5.	Service area (counties/cities/towns)	Hillsboro, Schram City, Taylor Springs
6.	Type of Site: ☐ HHWCF ☐ One-Day HHW Event ☐ Transfer Station ☐ Paint-Only Event ☒Other: Paint Collection Site	
7.	If One-Day Event: Date/Hours	
B. Contacts		
8.	Primary contact's agency/company	City of Hillsboro
9.	Primary contact's name and title	David Jenkins, City Clerk
10.	Primary contact's email and phone #	cityhall@hillsboroillinois.net; (217) 532-5566
11.	Second contact's agency/company	City of Hillsboro
12.	Second contact's name and title	Jim May, Parks Superintendent
13.	Second contact's email and phone #	hillsbororecreation62049@gmail.com; (217) 532-6778
C. Information for Household Customers		
14.	Phone # for households	(217) 532-5566 ext. 2
15.	Website for households	hillsboroillinois.net
16.	Days/hours for households	TBD
17.	Volume limits for households	
D. Info for Businesses (if applicable)		
18.	Days/hours for businesses	TBD
19.	Phone # for businesses, if different	
20.	Website for businesses, if different	
21.	Admin fee for businesses, if any	
22.	Volume limits for businesses	
E. Other		
23.	Is paint given away for reuse?	☐ yes ☒no
24.	Best media outlets for promoting this site (newspaper, radio station, website, etc.)?	The Journal-News, WSMI Radio
25.	Would you like PaintCare to list this site in advertising* in your area?	☒yes ☐ no
26.	Additional info or special notes for your site on PaintCare's site locator	

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.*

Site ID No. IL02453 (internal use only)

ATTACHMENT D: Insurance Requirements for PaintCare Drop-Off Sites

1. **Service Provider's Required Insurance.** The Service Provider must continuously carry (without interruption) the following types of insurance:

   a. **Commercial General Liability** insurance written on an occurrence coverage basis covering claims for bodily injury, death, and property damage (including loss of use), personal injury, and advertising injury, at least as broad as the 1986 (or later) *Insurance Services Office Commercial General Liability Policy form CG 0001 ©*, current edition occurrence form.

   b. **Automobile Liability** insurance covering liability arising from the use or operation of any auto, including owned, hired, leased, rented and non-owned vehicles. The coverage must be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001 ©*, current edition.

   c. **Workers' Compensation** meeting or exceeding the requirements imposed by statute or law in (i) the State, and (ii) all other states, if any, in which Services are performed, including as may be available on a voluntary basis. Statutory coverage must be provided in all state(s) in which any of the Services are being performed, including as may be available on a voluntary basis.

   d. **Employer's Liability** insurance providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed by a workers' compensation law.

   e. **Pollution Legal Liability** insurance applying to all locations at which the Service Provider stores, consolidates, sorts, processes, recycles, handles, treats, or otherwise manages any materials received pursuant to this Agreement. The Pollution Legal Liability insurance must cover: bodily injury, sickness, disease, death or mental anguish or shock sustained by any person; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, on-site and off-site clean-up costs, natural resource damages, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims; and products and completed operations. The Pollution Legal Liability insurance must be maintained with at least minimum limits as outlined herein covering sudden and gradual pollution losses arising out of the operations and completed operations associated with work performed under this Agreement.

2. **Minimum Limits of Insurance.**

   a. All insurance that the Service Provider and any Subcontractors are required to carry pursuant to this Agreement must meet the following minimum limits (or any higher limits that may be mandated by applicable law):

Type of Insurance	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*
1. Commercial General Liability	$ 1,000,000	$ 2,000,000
a. Bodily Injury/Property Damage	$ 1,000,000	$ 2,000,000
b. Products/Completed Operation	$ 1,000,000	$ 2,000,000
c. Personal and Advertising Injury	$ 1,000,000	$ 2,000,000
d. Loss of Use Insurance	$ 1,000,000	$ 2,000,000
2. Commercial Automobile Liability	$1,000,000 Combined Single Limit Each Accident	$ N/A
3. Worker's Compensation	Statutory Limits	Statutory Limits
4. Employer's Liability (Bodily Injury by Accident)	$ 1,000,000	$ N/A

Type of Insurance	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*
a. By Disease	$ 1,000,000	$ N/A
b. Each Accident	$ 1,000,000	$ N/A
c. Each Employee	$ 1,000,000	$ N/A
5. Pollution Liability Insurance (Facility Coverage)	$ 2,000,000	$ 5,000,000

b. Should any of the Service Provider's insurance be provided under a form of coverage that includes a general annual aggregate limit, such general annual aggregate limit must be at least double the each-occurrence or each-claim limits specified above that are applicable to the type of insurance covered by such general annual aggregate limit.

c. Should the Service Provider's Commercial General Liability policy provide that claims investigation or legal defense costs be included in any each-occurrence, each-claim, or general aggregate limit, each such limit must be at least double the corresponding limit specified in the table above.

d. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of the Services through the longer of the applicable repose and statute of limitations periods. The policy must not include a reverse retroactive date.

e. The Service Provider may utilize self-insurance to satisfy some or all of its insurance carriage obligations hereunder. To the extent that the Service Provider relies on its self-insurance to meet its obligations, the Service Provider warrants that it satisfies all of the insurance-related requirements of this Agreement by virtue of its self-insurance. The intent of this paragraph is to impose on the Service Provider all of the same requirements and obligations that would have been imposed on one or more insurance carriers had the Service Provider procured the required insurance instead of relying on self-insurance.

3. **Deductibles and Self-insured Retentions.** As between PaintCare and the Service Provider, the funding of deductibles and self-insured retentions under all insurance maintained by the Service Provider (or any Subcontractor) is the sole responsibility of the Service Provider, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving PaintCare, as an additional insured. Any self-insured retentions in excess of $100,000 must be declared to and approved by PaintCare in writing.

4. **Additional Insurance Requirements.**

a. All insurance that the Service Provider (and any Subcontractor) is required to carry hereunder must contain the following additional provisions:

i. Additional Insured – PaintCare, its officers, agents, and employees must be listed as additional insureds on all Commercial General Liability, Automobile Liability, and Pollution Liability policies required herein as respects claims or liabilities arising from, or connected with the Services, including completed operations. The additional insured endorsements must be at least as broad as the current editions of the Insurance Services Offices forms CG 20 10 and CG 20 37. Upon reasonable request, the Service Provider shall provide PaintCare with proof of status as an additional insured under CG 20 10 during the Term of the Agreement, and under CG 20 37 for completed operations through the expiration of the longest applicable statute of limitations or period of repose.

ii. Primary Coverage – All insurance coverage required hereunder must be primary insurance, and any insurance or self-insurance maintained by PaintCare will be excess of and non-contributory with respect to such insurance.

iii. Severability of Interest - Except with respect to the limits of insurance, all insurance required hereunder will apply separately to each insured or additional insured.

iv. Notice of Cancellation – To the extent commercially reasonable, each insurance policy shall be endorsed to require insurer(s) to provide 30 days' advance written notice (except 10 days' advance notice for non-payment of premium)

to PaintCare prior to any suspension, cancellation or non-renewal of the required insurance. For any policy that is not endorsed to provide notice to PaintCare hereunder, the Service Provider shall notify PaintCare of any contemplated or actual modification, nonrenewal, or cancellation of coverage that causes the Service Provider (or any Subcontractor) to be out of compliance with its obligations hereunder.

v. Waiver of Subrogation – The Service Provider hereby agrees to waive, and to procure from its insurers waivers of, subrogation against PaintCare and its officers, agents, and employees. The Service Provider further agrees to hold harmless, defend and indemnify PaintCare and its officers, agents, and employees for any loss or expense incurred as a result of the Service Provider's (or any Subcontractor's) failure to obtain such waivers of subrogation from its insurers.

5. **Acceptability of Insurers.** All insurance required under this Agreement must be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved in writing by PaintCare.

6. **Verification of Coverage.**

a. Upon PaintCare's reasonable request, the Service Provider shall provide to PaintCare a certificate of insurance evidencing the coverage required of it under this Agreement. Likewise, upon PaintCare's reasonable request, the Service Provider shall procure and provide to PaintCare certificates of insurance from any Subcontractors evidencing the coverage required of them under this Agreement. Each certificate shall be signed by a person authorized by the insurer(s) to bind coverage on its/their behalf. The Service Provider shall provide renewal certificates to PaintCare prior to the expiration of any required insurance policy.

b. Upon reasonable request, the Service Provider shall provide PaintCare with copies of all policies of insurance and endorsements thereto for all required insurance under this Agreement (including that of any Subcontractors). Such copies may be excerpted or redacted to remove premium pricing or other confidential business information; provided, however, that any such excerpted/redacted copies must include sufficient information for PaintCare to verify the Service Provider's (and its Subcontractor(s)') full compliance with the requirements of this Agreement and to evaluate actual, prospective, or denied claims as additional insured under such policies.

c. Failure of PaintCare to request certificates or identify deficiencies will in no way limit or relieve the Service Provider of its obligations to maintain such insurance and require that its Subcontractors maintain such insurance. Failure of the Service Provider (or any of its Subcontractors) to maintain the required insurance constitutes a default under this Agreement and PaintCare may, at its option, terminate this Agreement for cause. PaintCare's acceptance of a non-conforming insurance certificate does not constitute a waiver, compromise or release of PaintCare's rights. If PaintCare is damaged by the failure of the Service Provider (or its Subcontractors) to purchase or maintain insurance required under this Agreement, the Service Provider shall bear all costs (including attorneys' fees, consultant fees and court and settlement expenses) attributable to such failure to purchase or maintain the required insurance.

7. **Subcontractor Insurance.** If the Service Provider uses a Subcontractor to provide any portion of the Services, the Service Provider may satisfy the foregoing requirements applicable to the subcontracted Services by ensuring that the Subcontractor providing those Services satisfies each and all of the insurance requirements herein in the same manner as required had the Service Provider maintained that insurance. To the extent the Subcontractor fails to do so, however, the Service Provider is responsible and shall defend, indemnify and hold harmless PaintCare and its officers, agents, and employees to the same extent had all insurance required hereunder been properly procured and maintained by the Service Provider or its Subcontractor, as applicable.

ATTACHMENT E

[RESERVED]

ATTACHMENT F

[RESERVED]

ATTACHMENT G

[RESERVED]

ATTACHMENT H

[RESERVED]

ATTACHMENT I

ILLINOIS POSTCONSUMER PAINT COLLECTION PROGRAM

DROP-OFF SITE GUIDELINES

(attached separately)

PaintCare®
RECYCLING MADE EASY

Drop-Off Site Guidelines

This document contains detailed information on PaintCare's program guidelines and operations procedures. In combination with the state-specific guidelines, it is designed to be used by new staff for self-training and for site refresher training without PaintCare staff.

Note: The supplemental training slides included in the training binder summarize only the most important information from these Drop-Off Site Guidelines. The slides are used during training by PaintCare staff and can also be used to supplement refresher training.

Adherence to these guidelines is critical for drop-off sites participating in the program. Exceptions to these guidelines can be made only with PaintCare's express written permission. If your site is unable to comply with any of these guidelines, please contact your PaintCare representative so that we may try to find a solution that works for your site but still achieves compliance with applicable legal and operational requirements for the program.

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Section 1. Training and Safety

Training

For the safety of the program and your staff, all employees handling PaintCare products must receive training in product identification, acceptance, handling, packaging, inspection, and emergency response procedures before collecting PaintCare products or engaging in any PaintCare program activities.

Training helps ensure that employees:

- Conduct PaintCare products collection activities in a safe manner that protects workers and the environment
- Are equipped for and understand hazards associated with PaintCare products

Training plans and records should be maintained for each employee. Record staff training using the log included in the training binder.

Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the collection bins. Ensure those materials are protected from impacts of weather.

The drop-off site must be equipped with appropriate emergency response equipment including a fire extinguisher, spill kit, and PPE. Monthly inspections of equipment are recommended.

PaintCare products collection activities need to follow general safety practices including proper lifting techniques.

Post emergency procedures and emergency contact numbers including police, fire department, and emergency services by a phone and in close proximity to the collection bins, if possible.

If applicable, develop and maintain an emergency action plan as required by OSHA.

If required by federal, state, or local law, familiarize police, fire departments, and emergency response teams with the layout of your facility, properties of PaintCare products handled at your facility, and evacuation routes.

Section 2. General Guidelines

PaintCare Provides Your Site:

- Training binder with recordkeeping logs/forms
- Signage identifying your site as a PaintCare drop-off site
- Printed educational materials for the public

PaintCare's Transporter Provides Your Site:

- Paint collection bins and liners for cardboard/single-use collection bins
- Labels and/or markings for paint collection bins
- Spill kits (excluding HHW programs)

General Guidelines for Drop-Off Sites

Each PaintCare drop-off site has unique logistical and operational considerations. Each drop-off site must make its own decisions and use its best judgment to operate in the safest manner possible in accordance with applicable law. To ensure the highest standards of safety for you and your staff, drop-off sites must:

- Have appropriate signage that informs the public of the hours of operation
- Accept PaintCare products from participants during your regular advertised or posted operating hours
- Display PaintCare signage to identify you as a drop-off site; signage should be posted in a highly visible area, at the entrance of your site
- Assist and supervise participants when they visit to drop off PaintCare products. Site staff should greet participants and must verify eligibility of their leftover paint products as PaintCare products
- IMPORTANT: Never allow a participant to open a PaintCare product container
- Have adequate space, staffing, and training to collect and store PaintCare products
- Provide a secure space for empty and full collection bins
- Place all PaintCare products immediately in collection bins approved for use by PaintCare and its transporters
- Pack only PaintCare products into collection bins
- Schedule shipments of PaintCare products from your drop-off site
- Maintain all records relating to the program
- Train staff to be familiar with the requirements and practices of this guide and applicable law

Section 3. Collection Bins and Storage Area

Storage Area and Collection Bin Placement

Establish a dedicated storage area for collection bins and PaintCare products.

Place collection bins on an impermeable surface (i.e., paved asphalt, concrete, or other surface) at all times.

Place collection bins away from ignition sources, storm drains, and floor drains.

Ensure there is adequate ventilation if bins are stored indoors.

If stored outdoors, protect collection bins from the elements (e.g., precipitation, temperature extremes, rain, and snow). Keep collection bins under cover to prevent exposure to precipitation to protect against temperature extremes. If you store collection bins outdoors, you may need approval from your local fire or hazardous materials oversight agency.

Comply with any local fire codes or other regulations that might pertain to your storage of collection bins at your site.

Maintain enough space around collection bins to inspect for leakage and emergency access.

Use good housekeeping standards; keep paint storage areas clean and orderly.

Setting Up, Packing and Maintaining Collection Bins

Collection bins must be set up, used, and closed according to the manufacturer's instructions. PaintCare's transporters should set up the collection bins that they provide, unless otherwise requested by the drop-off site staff.

Ensure liners are inserted in cardboard collection bins. The liners provide secondary containment to contain liquids in the event a can leaks while in storage or transit. Reusable plastic bins that are leak-proof by design do not need liners.

Collection bins must be structurally sound. If you see any evidence of damage to bins (or liners) that may cause a leak or spill, notify PaintCare immediately.

Mark the collection bin with the date the first PaintCare product is placed in it.

Place PaintCare products in bins immediately upon receipt. Keep collection bins closed except when adding PaintCare products.

Pack 5-gallon buckets on the bottom layer of the collection bins for stability.

Pack all PaintCare products (cans, buckets) upright and as tight as possible in the collection bins to protect contents from shifting and leaking in transit.

Do not open containers to verify product.

Do not overfill collection bins; allow enough space for a lid to fit securely.

Do not take PaintCare product out of the bin.

Security

Never allow "self-serve," public access to the collection bins.

The collection bin storage area must be secured and locked when not attended.

Only drop-off site staff should have access to the collection bins and storage area until the collection bins are ready for pick-up by PaintCare's transporter.

Section 4. Identifying and Accepting PaintCare Products

What are PaintCare Products

PaintCare drop-off sites should accept only PaintCare products (architectural paint products) for management under the PaintCare program. Only those PaintCare products accepted from individuals residing in the state and businesses/organizations located in the state can be managed under the PaintCare program.

Listed below are the primary examples of architectural paint products accepted by the PaintCare program and paint or paint-related products not accepted by the PaintCare program.

Generally, PaintCare products include latex and oil-based house paint, stains, and clear coatings (varnish, shellac, etc.). The program excludes anything that is:

- In an aerosol spray can
- Intended and labeled "for industrial use only"
- Mostly used in the manufacture of equipment
- On the list of specifically excluded products for some other reason

PaintCare products are classified as either latex (water-based) or oil-based (alkyd) and the classification is important in order to decide how the product should be handled and processed.

PaintCare Products and Non-PaintCare Products

Acceptable products (PaintCare products)

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints

Unacceptable products (Non-PaintCare products)

- Paint thinner, mineral spirits, solvents
- Aerosol coatings
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar, and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

For more information, please see www.paintcare.org/products

If non-PaintCare products end up in a drop-off site's bin, such products will not be returned to the drop-off site and will be managed by PaintCare's transporter. Transporters identify non-PaintCare products and report all instances to PaintCare. PaintCare staff will notify the site of any contamination in the bins. If the problem persists, additional training may be provided.

Acceptable Containers vs. Unacceptable Containers

Before accepting products from participants for management under the PaintCare program, drop-off site staff must (1) check the condition of the container for acceptance in the program, and (2) check the product label to verify that it contains a PaintCare product.

Acceptable

- The PaintCare product must be in its original container
- The container is labeled as containing one of the designated PaintCare products listed above
- The container must be in good condition and not leaking
- The container must be 5 gallons in size or smaller
- The container contains dry latex paint

Not Acceptable

- The container is not original (e.g., paint was transferred into a jar)
- The container does not have an original label
- The container is leaking or has no lid
- The container is larger than 5 gallons
- The container is empty

However, drop-off sites permitted to accept household hazardous waste may accept unlabeled and leaking containers by following the procedures described below.

Unlabeled and Leaking Containers

A drop-off site permitted to accept household hazardous waste may, at its discretion, choose to accept unlabeled and/or leaking containers if it follows the protocols below and otherwise complies with all applicable laws:

Unlabeled Containers

A drop-off site may accept containers that do not have an original label if a staff person appropriately trained in identifying unknown wastes (1) identifies the material in the container as a PaintCare product, and (2) applies a label identifying the contents to the container before placing it in a collection bin.

Leaking Containers

A drop-off site may accept a leaking container or a container with no lid if an appropriately trained drop-off site staff person (1) verifies that the container contains a PaintCare product, (2) places the contents of the leaking/open container into an appropriate substitute container (which can include bulking such PaintCare products into 55-gallon drums), and (3) applies an appropriate label to the substitute container.

Refusing an Unacceptable Product or Container

Do not accept non-PaintCare products from any participant unless they are received as part of normal site operations and are not placed in PaintCare collection bins.

When refusing a material at a drop-off site, drop-off site staff must explain why the material cannot be accepted (for example, material is not a PaintCare product). If a participant tries to drop off products that your location cannot manage, refer the participant to an appropriate alternative resource, such as their local household hazardous waste disposal program, garbage transporter, environmental health agency, or public works department. Local contact information is provided at the front of the training binder.

Paint Volume Acceptance Rules

The program accepts PaintCare products from households and businesses/organizations.

Households. Households may drop off any volume of PaintCare product, subject to the volume limit set by the site.

Businesses/Organizations. In Illinois, non-households may also drop off any volume of latex and oil-based PaintCare products, subject to the volume limit set by the site.

Transporter/Recycler Drop-Off Sites

Maintaining Paint Drop-Off Logs for All Participants

Drop-off sites operated by a PaintCare-contracted transporter and/or recycler must keep and maintain separate drop-off logs to record both latex and oil-based paint volumes from both businesses/organizations and households. While PaintCare offers template logs, an alternative may be used if approved by PaintCare.

Section 5. Participant Paint Volume

How Much Paint to Accept from Participants

While the PaintCare program intends to collect as many PaintCare products as possible, we recognize that your drop-off site may have storage limitations. PaintCare drop-off sites, in agreement with PaintCare, may limit the amount of PaintCare products they accept per participant, however, drop-off sites must accept up to 5 gallons at a minimum per participant. However, drop-off sites must not accumulate 5,000 kilograms or more of universal waste (batteries, pesticides, mercury-containing equipment, lamps, aerosol cans, and paint and paint-related waste, calculated collectively) at any time unless otherwise authorized by law/permit.

What if Bins are Full?

If your collection bins are completely full, inform the participant that you are temporarily unable to accept PaintCare products and redirect them to the nearest alternative PaintCare drop-off site. Refer them to the site locator at **www.paintcare.org** or the **PaintCare hotline at 855-724-6809**, or ask them to come back at a later date. Contact the PaintCare transporter immediately to have collection bins picked up and replaced.

If a participant has a significant amount of PaintCare products that your location cannot manage, ask the participant to contact PaintCare directly for additional assistance. PaintCare may direct the participant to another drop-off site or offer our Large Volume Pickup service.

Large Volume Pickup (LVP) Service

PaintCare offers a free pick-up service to painting contractors, property managers, households, and others with a large quantity of leftover PaintCare products. Typically, a minimum of 100 gallons (by container size) is required to qualify for the LVP service.

To refer a participant to the LVP service:

- Provide the participant a LVP fact sheet
- Ask the participant to request a pick-up using the online LVP form
- The LVP fact sheet and online form are available at www.paintcare.org (select the "Request a Pickup" button on the homepage)
- For additional questions, refer the participant to PaintCare for assistance

Section 6. Working with Transporters

PaintCare contracts with transporters for the delivery of supplies, delivery of empty collection bins, and pick-up of full collection bins.

Scheduling the Transporter to Pick Up Collection Bins

When you anticipate your collection bins will be full within your site's pick-up timeframe (generally 5 business days in urban areas, 10 business days in rural areas), call your transporter to schedule a pickup, or use their online order system if they have one. The name and contact information of your transporter is provided at the front of the training binder.

When establishing an appointment for pick-up, please indicate:

- Your site is a PaintCare drop-off site
- Name of drop-off site and address
- Your name
- Your phone number
- Number of full collection bins to be picked up
- Number of empty collection bins needed for replacement

Preparing Collection Bins for Pickup

On the scheduled pickup day, collection bins and the loading area must be readily accessible to the transporter for quick and efficient loading. Complete the following steps:

- Identify which bins are full and ready for pickup
- Make sure the path between your bins and the transporter's vehicle is clear and at least 4 feet wide to accommodate movement of bins
- Sign and keep copies of any shipping documents for your records

The transporter is responsible for labeling, loading/off-loading collection bins, and preparing shipping documents.

Section 7. Spill Response

Spills

The information in this section will assist with spills from damaged or leaking program containers. It is important that all drop-off site staff understand corrective actions to minimize exposure to people and the environment.

Reporting

Report spills as required by law, summarized in the state-specific guidelines. Contact PaintCare within 24 hours of any spill or making such a report.

Spill Response Procedures

Always follow all applicable spill response procedures set forth in your operating permit or as otherwise required by applicable law.

If a spill is small enough to be managed by drop-off site staff, follow these steps:

- Isolate the area and restrict access to the spill
- Ensure personal safety, put on protective gear (glasses and gloves) provided in the spill kit
- Stop the movement of paint by placing the leaking container upright or in a position where the least amount will spill, and place leaking container in plastic bags provided in spill kit, or into the spill kit container
- Contain the spill by placing absorbent pads or granular absorbent around and on the spill – if outdoors, place barriers around storm drains to prevent a release to the environment
- Collect the contaminated absorbent and place it in plastic bag(s) or spill kit container, along with the leaking container and contaminated PPE, seal the bag(s), label it and place in the collection bin
- Remove any clothing that may be contaminated, wash thoroughly to remove spilled material from your hands or body
- Document the date, location, and amount and type of material spilled
- Replace any used spill control supplies as soon as possible

Section 8. Inspections and Records

Inspections and Record Keeping

Drop-off site staff are responsible for regularly inspecting collection bins and spill kits to ensure that such materials are in proper working order and include any necessary labeling. Please report any damaged bins or other problems to PaintCare immediately so PaintCare may arrange for prompt replacement or repair.

Maintain the following records for a minimum of 3 years:

- Internal and external inspection records (if applicable)
- Transporter/Recycler Paint Drop-Off Log or forms (copy provided in the training binder)
- Paint Waivers (copy provided in the training binder; only for sites that do reuse)
- Employee training logs (copy provided in the training binder)
- Shipping documents and/or other documentation required by applicable law for outgoing shipments of PaintCare products

Section 9. Direct Reuse

Direct reuse is an additional service permitted for certain site types, e.g., HHW programs, material reuse stores, and solid waste management facilities. PaintCare may compensate sites for this service. Please see the terms of your PaintCare agreement or contact PaintCare if you need assistance determining if direct reuse is an authorized additional service at your site.

Requirements for Direct Reuse

PaintCare encourages reuse of leftover paint through direct reuse. Reuse sites return good quality unused paint to the local community at low or no cost.

Products offered for reuse to the public must be in their original container, have an original label, and be in good physical and aesthetic condition. Contents must be liquid and relatively new. The container must be closed securely before placing it in the reuse storage area. Containers must never be opened by customers at the drop-off site. Reuse products must be displayed by drop-off site in an area separate from the PaintCare collection bins.

An individual customer may not take more than twenty-five (25) gallons of reuse product per day. If you have a customer that would like to take more paint, let your PaintCare contact know in advance.

Paint Waiver

Customers taking reuse paint from a drop-off site must sign the Paint Waiver included in the training binder (or an approved equivalent thereof). The waiver explains that the material is taken "as-is" with no guarantee of quality or contents and the customer accepts the risks and liability for the materials.

The customer must read the waiver, fill in the date and name fields, and sign their name. Site staff must verify what has been taken by the customer, record on the log the gallons of latex and gallons of oil-based products taken, and add their initials.

When a paint waiver is full or when a site wants to invoice PaintCare, the latex and oil-based columns should be totaled at the bottom of the form. PaintCare does not require the submission of the waiver to PaintCare, but they must be kept by the site for at least three years and made available for review by PaintCare staff upon request.

Drop-off sites may use their own version of the waiver, but it must be approved by PaintCare in advance.

Invoicing Procedures

Drop-off sites should invoice for reuse on a monthly basis by filling out and submitting the Invoice for Direct Reuse at paintcare.org/invoices. This is an online form and is submitted directly on PaintCare's website. If you are unable to submit an online form, contact your PaintCare contact.

PAINT STEWARDSHIP PROGRAM IN THE U.S.

Illinois State Guidelines

Storage Time Limit: no longer than one year or as otherwise authorized by law/permit

Storage Volume Limit: less than 5,000 kg of universal waste, unless otherwise authorized by law/permit

Spill Requirements: All spills must be managed in accordance with applicable law. The handler of universal waste must: 1) immediately contain any spill, and 2) determine whether any material resulting from the release is hazardous waste, and if so, manage the hazardous waste in compliance with all applicable requirements of 35 Ill. Adm. Code 702 through 705 and 720 through 728. Notify PaintCare within 24 hours of any such spill.

Basic Local Emergency Contacts

Facility Emergency Coordinator (name/phone):	Jim May, (217) 532-6778
Alternate Emergency Coordinator (name/phone):	David Jenkins, (217) 532-5566 ex. 2
Fire Department Phone Number	(217) 532-6129
Police Phone Number	(217) 532-6210
Hospital Phone Number	(217) 532-6111

These Illinois State-Specific Guidelines are not intended to replace or supersede the requirements that Drop-Off Sites must follow pursuant to their state-issued permits, registrations, or other applicable law. Applicable laws and regulations take precedence if there is a conflict with these Illinois State-Specific Guidelines.

ATTACHMENT J

[RESERVED]

RESOLUTION NO. 2025-37

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND AEJE HOLDINGS, LLC UTILIZING BUSINESS DISTRICT REVENUES

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Business District Redevelopment Project Area (the "Business District") 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 set forth by the Redevelopment Plan and Project for the Business District (the "Redevelopment Plan"); and,

WHEREAS, AEJE Holdings, LLC (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the provision of financial assistance from the City to support a project which would cause for the renovation, repair, and redevelopment of an existing building located on certain property within the Business District to 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 Business District 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; 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 a redevelopment project utilizing funds collected pursuant to the Business District, 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 funds collected pursuant to the Business District Act, 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.

PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 7th day of October, 2025 on the following roll call vote:

COMMISSIONER	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 this 7th day of October, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

{SEAL}

CITY OF HILLSBORO * ILLINOIS * SEAL

BUSINESS DISTRICT REDEVELOPMENT AGREEMENT
REDEVELOPMENT OF 624 S. MAIN STREET
AEJE HOLDINGS, LLC - WHITE & ASSOCIATES

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 7th day of October, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and AEJE HOLDINGS, LLC (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

A. On May 24, 2016, in accordance with the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*), as supplemented and amended (the "Business District Act"), the Mayor and City Council of the City (the "Corporate Authorities") approved ordinances designating a Business District Redevelopment Project Area (also known as the "Business District") and adopting the Hillsboro Business District Development and Redevelopment Plan and Project (the "Redevelopment Plan" or "Business District Plan").

B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for the renovation, repair, remodeling, and general redevelopment of certain buildings and property located within the Business District which could not or would not be undertaken without the provision of financial 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 purposes specified in the Redevelopment Plan.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as

they do in the Business District Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s).

The Developer agrees, subject to the terms and conditions hereof, to undertake a project which would cause for the redevelopment and improvement of an existing building for the purpose of locating a new business thereon (White & Associates), which includes all work and other activities as may be expected or necessary to perform in order to support such a project (the "Redevelopment Project").

1.1 Redevelopment Project Location. The Redevelopment Project shall take place on certain "Property" as shall be defined and identified by the following address and parcel identification number(s) (including any future subdivision or combination thereof):

Address	Montgomery County, IL PIN(s)
624 S. Main Street, Hillsboro, IL 62049	16-11-232-023

As also identified and described in Appendix A – Project Location

1.2 Scope of Work for Redevelopment Project. The Redevelopment Project shall consist of the renovation, repair, remodeling, and general redevelopment of the existing building and Property, in a manner suitable for occupancy by a professional and financial services company (White & Associates). The Developer shall undertake a comprehensive redevelopment of the Property, which includes, but is not limited to, the following primary activities and actions:

A. Roof, gutters, and fascia repair
B. Interior renovations, remodeling, repairs, including improvements to plumbing, electrical, flooring, walls, kitchen area, and HVAC components.
C. Exterior renovations and landscaping improvements.

The foregoing description is intended to reflect the general scope and scale of the

Redevelopment Project as proposed, and shall not be construed to require any particular materials, methods, or construction specifications, except as necessary to achieve the uses and improvements contemplated herein.

1.3 Developer Performance Obligations. As part of this Agreement, the Developer shall also be responsible for the following:

A. Timely Completion

The Developer agrees to diligently pursue completion of the Redevelopment Project in accordance with a schedule of performance as described herein, or as otherwise mutually agreed upon by the Parties.

B. Compliance with Laws and Approvals

All work undertaken by the Developer shall be performed in accordance with applicable federal, state, and local laws, regulations, codes, and ordinances. The Developer shall obtain all permits, approvals, and insurance coverage which may be required for the performance of the Redevelopment Project activities described herein.

C. Documentation and Inspection

Maintain documentation of work performed, including invoices and contractor agreements, and permit the City to inspect the work periodically upon reasonable notice.

D. Operation of Business

Open and commence business operations (White & Associates) upon completion of the Redevelopment Project, in accordance with all applicable laws and the terms of this Agreement.

E. Proof of Completion

Submit documents, reports, or other evidence confirming the completion of all work items related to the Redevelopment Project, as may be reasonably requested by the City.

1.4 Project Design. At the request of the City, the Developer shall, prior to commencing construction, submit construction plans for the Redevelopment Project to the City for approval in accordance with all zoning, subdivision and building codes and obtain all necessary permits or permissions. If, during the course of the Redevelopment Project, Developer desires to make any change in the development plans in a way which materially affects the appearance, function, or implementation of the Redevelopment Project, Developer shall submit the proposed change to the City for its approval. If the development plans, as modified by the proposed change, meet all applicable building and zoning codes, the City shall approve the proposed change. No approval required pursuant to this paragraph shall be unreasonably withheld, conditioned, or delayed.

1.5 Timeline for Construction of Improvements. Developer shall commence the

construction of the Redevelopment Project within sixty (60) days following the date on which all permits or approvals of governmental entities which may be required to perform the Redevelopment Project have been issued and shall substantially complete the Redevelopment Project within six (6) months. An extension to these deadlines may be granted with written approval from the City, of which will not be unreasonably withheld given adequate evidence of need.

1.6 Substantial Completion of the Project. The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, the building(s) and Property must be prepared for performance of the proposed services, open for operation, and be in compliance with all relevant building codes, ordinances, or other regulations.

SECTION 2: Reimbursement of Eligible Costs.

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 Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

2.1 Eligible Redevelopment Project Costs. "Eligible Redevelopment Project Costs" shall be the actual costs and expenses paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the Business District Act, as determined and verified by the City, in the City's reasonable discretion. For the purposes of this Agreement, Eligible Redevelopment Project Costs may include, but are not limited to the work items and described and estimated in cost attached hereto as **Exhibit A.**

2.2 Cost Certification. Within thirty (30) days of substantial completion of the Redevelopment Project, or any components thereof, Developer shall submit to the City a completed **"Project Cost Certification Form"** attached as **Exhibit B**, including supporting invoices, receipts, and lien waivers to confirm, verify, and create record of all Eligible Redevelopment Project Costs incurred pursuant to the Redevelopment Project.

2.3 Review and Approval. All submitted costs may be subject to review and approval by the City. The City shall determine, in its sole reasonable discretion, which submitted costs qualify as Eligible Redevelopment Project Costs as allowable under the Business District Act.

SECTION 3: Project Cost Reimbursement Terms & Structure.

Subject to the terms of this Agreement, reimbursement payments of Eligible Redevelopment Project Costs from the City to the Developer shall be made available in the following forms and with the following terms and limitations:

3.1 Cost Reimbursement Structure. After substantial completion of each of the following indicated components of the Redevelopment Project, the City agrees to reimburse the Developer for certain portions of such Eligible Redevelopment Project Costs incurred by the Developer during completion of that component ("Incentive Payments"). Such Incentive Payments shall be at the indicated reimbursement rates and reimbursement limits:

#	Work Item/Category	Reimbursement Rate	Reimbursement Limit	Payable
1	Roof repair	100%	$100,000	Upon Completion

3.2 Reimbursement Limit. The total reimbursement the City shall provide to the Developer for qualifying work items and activities performed under this Agreement shall not exceed a cumulative total amount of **$100,000.00** (the "Reimbursement Limit"), regardless of the actual costs incurred or the allocation among different categories of improvements.

SECTION 4: Disbursement of Payment(s).

All payments made from the City to the Developer pursuant to this Agreement shall be subject to the following terms, limitations, and requirements.

4.1 Conditions Precedent. The provisions of Incentive Payments under this Agreement is conditioned upon:

(a) Substantial completion of the eligible work item for which payment is being requested in compliance with all applicable laws, codes, ordinances, regulations, and approvals of the City.

(b) Submission to the City, and approval by the City, of the Cost Certification Form and Request for Payment form, together with all necessary supporting documentation reasonably evidencing payment of Eligible Redevelopment Project Costs by the Developer.

(c) Developer not being found in default under this Agreement.

(d) Approval by the City for disbursement of any such payment.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in **Exhibit C** ("Requests for Payment"). 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.

4.3 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request for Payment without penalty.

4.4 Release of Payment. Within thirty (30) days of the City's approval of any Request for Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the Business District. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.5 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 Business 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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the Business District Act.

4.6 Administration Fees. The City shall be entitled to deduct from any payment(s) made to the Developer under this Agreement an administration fee in an amount equal to the City's actual costs incurred in connection with the creation, negotiation, implementation, and administration of this Agreement and all matters related to the Redevelopment Project. Such costs may include, but are not limited to, legal fees, consulting fees, staff time, publication costs, and other out-of-pocket expenses directly attributable to the Redevelopment Project. The City shall provide the Developer with reasonable documentation of such costs upon request.

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, 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 pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The following conditions of default shall apply to the Developer:

a) Failure to Timely Perform the Redevelopment Project: The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of performance, including any period of extension to these deadlines.

b) Failure to Open Business: The Developer fails to open and actively operate a commercial business on the Property within 30 days of substantial completion of the Redevelopment Project, or any other date resulting from an approved extension to this deadline.

c) Failure of Continuous Operation: The cessation of business operations for a period exceeding thirty (30) consecutive days during the first five (5) years following issuance of a certificate of occupancy or opening of the business; provided, however, that temporary closures due to casualty, force majeure, government orders, or other circumstances beyond the reasonable control of the Developer shall not constitute an Event of Default, so long as the Developer undertakes commercially reasonable efforts to resume operations within a reasonable time.

d) Misuse of Funds: The Developer uses any funds disbursed pursuant to this Agreement for purposes not authorized by this Agreement or provides false or materially misleading documentation in support of a payment or reimbursement request.

e) Failure to Submit Required Documentation: The Developer fails to submit the required cost certification, lien waivers, permits, or other documentation required as conditions precedent to disbursement of funds.

f) Failure to Maintain Insurance or Legal Compliance: The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.

g) Abandonment or Unauthorized Transfer: The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.

h) Insolvency or Bankruptcy: The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.

i) Change in Property Tax Status: The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing by the City.

j) Failure to Pay Property Taxes: The Developer fails to pay any real estate taxes or assessments levied against the Property when due.

k) Failure to Cure After Notice: The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably

necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Remedies. In the event the Developer is determined by the City to be in default under this Agreement, and such default occurs or is discovered within five (5) years of the Effective Date, the City shall be entitled to the following remedies, in addition to any other rights or remedies available at law or in equity:

a) Repayment Obligation: The Developer shall, upon written demand by the City, repay to the City one hundred percent (100%) of any and all funds disbursed to the Developer pursuant to this Agreement. Such repayment shall be due in full within sixty (60) days of the date of the City's written demand, unless otherwise agreed in writing by the City.

b) Termination of Agreement: The City may terminate this Agreement upon written notice to the Developer, in which case the Developer shall no longer be entitled to receive any further disbursements under this Agreement.

c) Legal Action: The City shall have the right to pursue any and all legal or equitable remedies available to enforce the terms of this Agreement, including the right to seek injunctive relief, specific performance, and recovery of reasonable attorneys' fees and costs incurred in enforcing its rights.

5.3 Enforcement of Provisions. 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.

5.4 Discretionary Recovery. 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. Requests for repayment will be required to be made in writing to the Developer and is not automatically triggered by the above-mentioned events.

SECTION 6: MISCELLANOUS PROVISIONS

The following additional provisions also apply to this Agreement.

6.1 No Individual Liability of the City. 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.

6.2 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 Agreement shall limit otherwise permissible claims by the Developer against the Business District or Special Allocation 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.

6.3 Hold Harmless of the City. 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.

6.4 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.

6.5 Assignment. Developer shall have the right to assign this Agreement to a third party such as a future buyer, lender, or other financing party, provided that the original-named Developer shall not be released from liability hereunder upon such assignment. The Developer agrees that it shall not otherwise 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.

6.6 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.

6.7 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.

6.8 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 the 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.

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

"CITY"

CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

By: Don E. Downs Date: 10/14/2025

Don Downs, Mayor

"DEVELOPER"

AEJE HOLDINGS, LLC

By: Angela K. Eickhoff Date 1021-25

Name/Title: Angela K. Eickhoff Date: 1021-25

By: _____ Date: _____

Name/Title: _____ Date: _____

APPENDIX A
PROJECT LOCATION

Address:
624 S Main Street, Hillsboro, Illinois 62049
Montgomery County PIN
16-11-232-023
Legal Description:
125 FT E 1/2 LOT 41 PT E 1/2 NE LOTS IN HILLSBORO 8-4-938 & 939 S11 T08 R4

Property Location Map:

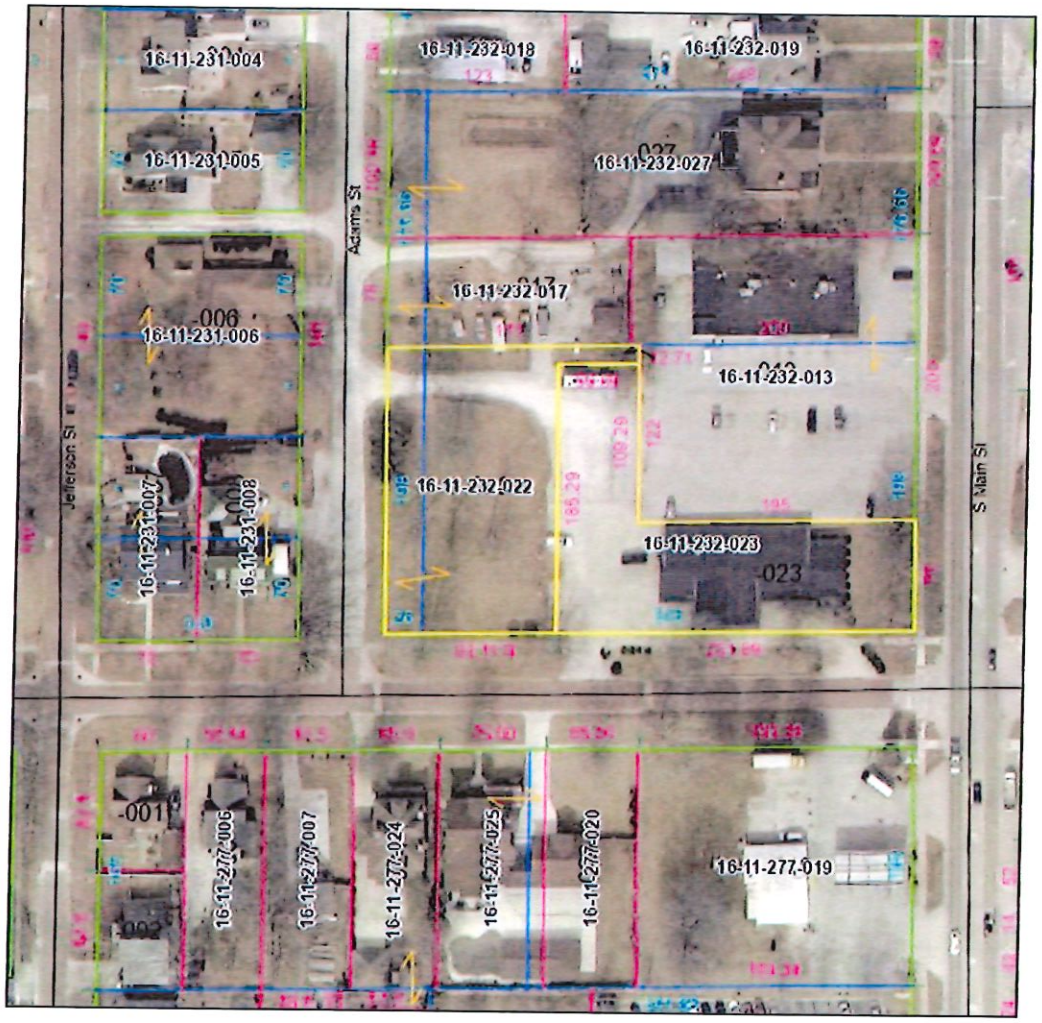


EXHIBIT A
ESTIMATED REDEVELOPMENT PROJECT COSTS

Work Item Description	Estimated Total Cost	Estimated Eligible Cost
Property Acquisition	$197,000	$197,000
Roof, Gutters, Fascia	$100,000	$100,000
Electrical	$10,000	$10,000
Boiler	$7,000	$7,000
Flooring	$25,000	$25,000
Drywall, Trim, Doors, Paint	$10,000	$10,000
Close in Awning for Reception Area	$25,000	$25,000
Windows	$40,000	$40,000
Kitchen	$20,000	$20,000
Plumbing	$5,000	$5,000
HVAC	$5,000	$5,000
Landscaping	$6,000	$6,000
TOTAL	**$450,000**	**$450,000**

TIM LIPE CONSTRUCTION INC.

1500 Seymour Ave.
Hillsboro, Ill. 62049
(217) 532-2005
#20-3957214

Work To Be Done At: White & Associates

Address 624 S Main, Hillsboro, IL. 62049
Date 9/12/2025

Price: $173,920.00

WORK TO BE DONE:

Price Includes:

1. demo existing "mansard" roof sections (enough to accept new walls)
2. build appr 24" walls on top of existing walls (to allow new trusses to clear old roof)
3. provide and install 1/2" wall sheathing on new wall
4. provide and install new 22' beams at canopy to support new trusses
5. provide and install new 4/12 pitch cathedral trusses on 24" centers
6. provide and install 2x6 fascia
7. provide and install 5/8" osb roof sheathing (clipped and nailed)
8. provide and install ice & water shield where needed
9. provide and install synthetic felt
10. provide and install 30 year shingles
11. provide and install appr 128' of shingle over vent ridge
12. provide and install and extend 3 plumbing vents thru new roof
13. provide and instal 1/2" osb wall sheathing on gable ends
14. provide and install house wrap on gabled ends and new wall extensions
15. provide and install Monogram vinyle siding on all gable ends and wall extensions
16. provide and install aluminum soffit and fascia on all new overhangs
17. provide and install new seamless gutter on all rafter tails
18. provide and install new downspouts
19. clean up and rmove all debris

Price Does Not Include:

1. no interior work figured
2. no new brickwork figured
3. no electrical power service extension figured
4. no rotten material replacement figured

Notes:

1. building will be open for a period of time to the elements
2. all care will be taken to minimize any interior damage

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2025-38

A RESOLUTION APPROVING AND AUTHORIZING A MUTUAL TERMINATION OF LEASE AGREEMENT BETWEEN THE CITY OF HILLSBORO AND THE GLENN SHOALS LAKE CLUB, INC.

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 mutual termination of lease agreement between the City and the Glenn Shoals Lake Club, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby authorized and approved.

PASSED by the City Council of the City of Hillsboro, Illinois, this 7th day of October, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 7th day of October, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

(Seal)

MUTUAL TERMINATION OF LEASE AGREEMENT

This Mutual Termination of Lease Agreement ("Agreement") is entered between the CITY OF HILLSBORO, ILLINOIS (the "City") and GLENN SHOALS LAKE CLUB, INC., an Illinois not-for-profit corporation (the "Lake Club"), collectively referred to as the "Parties."

RECITALS

A. The City and the Lake Club entered into an agreement entitled, "Lease – Hillsboro South Marina 16-Slip Dock-1a" (the "Lease Agreement").

B. The City has made its final payment, and the Parties wish to memorialize the termination of the Lease Agreement.

AGREEMENT

In consideration of the foregoing premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Lease Agreement is terminated as of October 1, 2025. ("Termination Date"). Neither of the Parties has any further liability under the Lease Agreement after the Termination Date.

2. The Parties each warrant and represent to the other that each has relied upon his or her own judgment and that of his or her legal counsel regarding the proper, complete, and agreed upon consideration for and terms of this Agreement and that no statements or representations made by the Parties or any of their agents or legal counsel to the other have influenced or induced him or her to sign this Agreement.

3. This Agreement shall be governed in all respects by the laws of the State of Illinois, and any litigation brought to enforce the terms of this Agreement shall be brought in Montgomery County, Illinois.

4. A copy of the Lease Agreement is attached hereto.

THE UNDERSIGNED HAVE READ THE FOREGOING MUTUAL TERMINATION OF LEASE AGREEMENT AND FULLY UNDERSTAND IT.

CITY OF HILLSBORO, ILLINOIS

By: _____
Don E. Downs, Mayor

Attest: _____
City Clerk

GLENN SHOALS LAKE CLUB, INC.

_____
Its Duly Authorized Agent

Dated: _____

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2025-39

A RESOLUTION CLARIFYING ADMINISTRATIVE AUTHORITY OVER STREET ADDRESS ASSIGNMENTS AND CHANGES

WHEREAS, the City of Hillsboro, Montgomery County, Illinois (the "City") an Illinois non-home rule municipal corporation pursuant to Article VII, § 7 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, pursuant to Section 11-80-18 of the Illinois Municipal Code, 65 ILCS 5/11-80-18, the City Council "may regulate the numbering of buildings and lots"; and

WHEREAS, the City currently has no ordinance or formal policy expressly delegating the administrative authority to review and approve or deny requests for assignments or changes of street addresses; and

WHEREAS, the corporate authorities have determined that it is necessary and proper and in the best interests of the City to implement a policy for review and approval or denial of requests for assignments or changes of street addresses; and

WHEREAS, the corporate authorities find that address assignments must remain consistent with public safety needs, established 9-1-1 and postal addressing systems, and the intent and application of the City's zoning regulations.

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 Ordinance 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 designated as the municipal official responsible for receiving and reviewing all requests for assignment or change of street addresses within the corporate limits of the City, pursuant to 65 ILCS 5/11-80-18.

SECTION 3: Upon receipt of such a request, the Mayor is directed to consult with the City's Zoning Administrator, the City's Engineer, the City's Street Department Supervisor, the City's Chief of Police, the City's Fire Chief, the Montgomery County 9-1-1 Coordinator, and/or other persons as he deems appropriate and formulate a recommendation for presentation to the City Council.

SECTION 4: No address change shall be approved unless each of the following requirements are met:

(a) The granting of the request will not alter the established principal frontage of a lot; and

(b) The granting of the request will not result in conflict with emergency response or postal routing systems; and

(c) The granting of the request will not circumvent the requirements or definitions of the City's Zoning Code.

SECTION 5: After engaging in such consultations and making such investigations as may be appropriate, the Mayor shall timely present the matter to the City Council for consideration and final action.

SECTION 6: Upon the City Council's vote of approval of an address assignment or change, the City Clerk shall endorse, record, and notify relevant departments and agencies of the approved address and shall ensure compliance with statutory notice requirements to the United States Postal Service and the appropriate election authorities as set forth in 65 ILCS 5/11-80-18.

SECTION 7: This Resolution shall be in full force and effect immediately upon its passage and approval according to law and shall remain effective until modified or superseded by Ordinance.

SECTION 8: The Mayor is authorized and directed to sign and the Clerk is authorized and directed to attest to this Resolution.

PASSED this 18th day of November, 2025, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

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

APPROVED this 18 day of November, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-40

A RESOLUTION CONSENTING TO ASSIGNMENT OF A LEASE

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 "CITY'S CONSENT TO ASSIGNMENT" (the "Consent") with regard to a Lake Glenn Shoals Lease of real estate in the Pinnacle Point Subdivision to Eric W. Bradley and Victoria L. Bradley, as trustees of the Eric W. Bradley Trust, namely part of Lot 53, and Lot 54, commonly known as 106 Pinnacle Court (P.I.N. 11-13-477-016).

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

SECTION 1: That the Consent, 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 approve the said Consent, and the City Clerk is hereby authorized to attest to the same.

PASSED by the City Council of the City of Hillsboro, Illinois, this 18th day of November, 2025, as follows:

Ayes:	5
Nays:	0
Present:	0
Abstain/Absent:	0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 18th day of November, 2025.

Don E. Downs
MAYOR

ATTEST:

CITY CLERK

PREPARED BY:

Eric W. Bradley
106 Pinnacle Point
Hillsboro, Illinois 62049

RETURN TO & MAIL TAX BILL TO:

Eric W. Bradley
Victoria L. Bradley
106 Pinnacle Point
Hillsboro, Illinois 62049

FOR RECORDER'S USE ONLY

CITY'S CONSENT TO ASSIGNMENT OF LAKESHORE LEASE

THE CITY OF HILLSBORO, ILLINOIS hereby consents to the *Assignment of Lakeshore Lease* by the Grantors, ERIC W. BRADLEY and VICTORIA L. BRADLEY, husband and wife, of 106 Pinnacle Court, Hillsboro, IL 62049, to Trustees, ERIC W. BRADLEY and VICTORIA L. RADLEY, as Trustees of the ERIC W. BRADLEY TRUST DATED OCTOBER 19, 2023, and Trustees, VICTORIA L. BRADLEY and ERIC W. BRADLEY, as Trustees of the VICTORIA L. BRADLEY TRUST DATED OCTOBER 19, 2023, (collectively, the "Grantees"), in and to a certain lease made by the City of Hillsboro, Illinois, as Lessor, and Taylor Investment Corporation of Illinois, as Lessee, dated October 12, 1993, filed November 9, 1993 in Record Book 123, page 161 as Document No. 93-339940, for a term of 60 years beginning September 1, 1993 and ending September 11, 2053 and thereafter assigned by mesne assignment of record from Curtis E. Pearman and Cindy Hale Pearman, as joint tenants and not as tenants in common, and to Eric W. Bradley and Victoria L. Bradley, as joint tenants, leasing the following described real estate, to-wit :

> Lots Fifty-Three (53) and Fifty-Four in Pinnacle Point Subdivision, according to the plat thereof filed November 10, 1993 in Slide 240 as Doc. No. 339942, situated in the City of Hillsboro, Montgomery County, Illinois. Subject to all rights of way, easements, covenants, conditions and restrictions of record.

Parcel Identification Number : 11-13-477-016

Common address: 106 Pinnacle Court, Hillsboro, IL 62049

all of which is situated in the County of Montgomery, in the State of Illinois.

Signed, Sealed and Dated this 19 day of November, 2025.

CITY OF HILLSBORO, ILLINOIS

Attest: _____
City Clerk

By: _____
Mayor

PREPARED BY:
Eric W. Bradley
106 Pinnacle Point
Hillsboro, Illinois 62049

RETURN TO & MAIL TAX BILL TO:
Eric W. Bradley
Victoria L. Bradley
106 Pinnacle Point
Hillsboro, Illinois 62049

FOR RECORDER'S USE ONLY

ASSIGNMENT OF LAKESHORE LEASE

The Grantors, ERIC W. BRADLEY and VICTORIA L. BRADLEY, husband and wife, of 106 Pinnacle Court, Hillsboro, IL 62049, for and in consideration of the sum of TEN AND MORE DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANT, ASSIGN, SELL, and CONVEY to each of ERIC W. BRADLEY and VICTORIA L. RADLEY, as Trustees of the ERIC W. BRADLEY TRUST DATED OCTOBER 19, 2023, an undivided fifty percent (50%) and Trustees, VICTORIA L. BRADLEY and ERIC W. BRADLEY, as Trustees of the VICTORIA L. BRADLEY TRUST DATED OCTOBER 19, 2023, an undivided fifty percent (50%) (collectively, the "Grantees") , as tenants in common, as Custodians in and to a certain lease made by the City of Hillsboro, Illinois, as Lessor, and Taylor Investment Corporation of Illinois, as Lessee, date d October 12, 1993, filed November 9, 1993 in Record Book 123, page 161 as Document No. 93-339940, for a term of 60 years beginning September 1, 1993 and ending September 11, 2053 and thereafter assigned by mesne assignments of record by Curtis E. Pearman and Cindy Hale Pearman, husband and wife, as joint tenants and not as tenants in common, and to Eric W. Bradley and Victoria L. Bradley, as joint tenants, leasing the following described real estate, to-wit:

> Lots Fifty-Three (53) and Fifty-Four in Pinnacle Point Subdivision, according to the plat thereof filed November 10, 1993 in Slide 240 as Doc. No. 339942, situated in the City of Hillsboro, Montgomery County, Illinois. Subject to all rights of way, easements, covenants, conditions and restrictions of record.
>
> Parcel Identification Number : 11-13-477-016
>
> Common address: 106 Pinnacle Court, Hillsboro, IL 62049

all of which is situated in the County of Montgomery, in the State of Illinois, hereby releasing and waiving any and all right under and by virtue of the Homestead Exemption Laws of this State, and also all right, title, and interest in and to the premises therein described.

The aforesaid Grantees-Trustees ("Trustees") shall have and hold the above-described premises, together with all appurtenances, in trust and for the uses and purposes herein set forth. The above-described property is conveyed to the Trustees to be held and administered as a part of the trusts described above.

The Trustees shall have the power to mortgage, rent , convey, or assign all or any part of the real estate conveyed to it under this Assignment as Trustees in the administration of the trusts. Every mortgage, lease, or other conveyance document executed by a Trustee in relation to the above-described real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance document that (i) at the time of the delivery of any such conveyance document, the Trust identified above and upon which the Trustee exercises his or her authority was in full force and effect, (ii) the conveyance document was executed in accordance with the terms and provisions of the applicable Trust document, and (iii) the Trustee was duly authorized and empowered to execute and deliver any such conveyance document pursuant to his or her respective Trust document. No person paying money or delivering any property to a Trustee under either Trust identified above need see to its application, and no person dealing with a Trustee under the Trusts identified above shall be obligated to inquire as to the terms of this instrument or the necessity or expediency of any act of the Trustee.

The interests of each and every beneficiary of the trust identified above, and of all persons claiming under them or any of them, shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interests are hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid.

Grantees and the assigns of Grantees are and shall be entitled to have and to hold the above described premises as the sole and exclusive property of Grantees a1i.d the assigns of Grantees.

Grantor ERIC W, BRADLEY further represents that the aforesaid ERIC W. BRADLEY TRUST dated October 19, 2023 is a valid trust and is in full force and effect as of the date of this conveyance. Grantor VICTORIA L. BRADLEY further represents that the aforesaid VICTORIA L. BRADLEY TRUST dated October 19, 2023 is a valid trust and is in full force and effect as of the date of this conveyance.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands and seals this 24 day of August 2025 , 2025.

Eric W. Bradley

Victoria L. Bradley

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ERIC W. BRADLEY and VICTORIA L. BRADLEY, 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 acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my and seal this 26 day of August, 2025.

Official Seal
JANETTE GONZALEZ
Notary Public, State of Illinois
Commission No. 998972
My Commission Expires October 23, 2028

Notary Public

Grantees ERIC W. BRADLEY and VICTORIA L. BRADLEY, as Trustees under the provisions of the ERIC W. BRADLEY TRUST DATED OCTOBER 19, 1023, hereby acknowledge and accept this conveyance into the said Trust.

Eric W. Bradley

Victoria L. Bradley

Grantees VICTORIA L. BRADLEY and ERIC W. BRADLEY, as Trustees under the provisions of the VICTORIA L. BRADLEY TRUST DATED OCTOBER 19, 2023, hereby acknowledge and accept this conveyance into the said Trust.

Victoria L. Bradley

Eric W. Bradley

THIS IS A LEGAL DOCUMENT – DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL Rev. 04/10

PLAT ACT – AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

"*WHENEVER* the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." *Therefore,* before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT)

1. **NOT A DIVISION OF LAND** (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)

(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)

2. **A DIVISION OF LAND** (requiring a change of parcel boundary lines) meeting one of these exceptions- **WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:** (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)

a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;

b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;

c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;

d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access:

e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;

g. Conveyances made to correct descriptions in prior conveyances;

h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;

i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

_____
Affiant Signature

Subscribed and Sworn to before me this 26 *day of* August, *20* 25.

_____
Notary Public

Subject to any County and City zoning ordinances. Check the following if it applies:

____ Plat Act Approval is not required because parcel is located wholly within municipal limits of _____, which does not require Plat Act compliance

_____
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved _____

NEW PARCEL NUMBER(S) FOR DIVISION(S): _____

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of $25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

THIS IS A LEGAL DOCUMENT – DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL Rev. 04/10

PLAT ACT – AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

"*WHENEVER* the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." *Therefore,* before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT)

1. **NOT A DIVISION OF LAND** (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)

(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)

2. **A DIVISION OF LAND** (requiring a change of parcel boundary lines) meeting one of these exceptions- **WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:** (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)

a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;

b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;

c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;

d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;

e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;

g. Conveyances made to correct descriptions in prior conveyances;

h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;

i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

Victoria Bradley
Affiant Signature

Subscribed and Sworn to before me this 26 *day of* August, *20* 25.

Notary Public

Subject to any County and City zoning ordinances. Check the following if it applies.

____ Plat Act Approval is not required because parcel is located wholly within municipal limits of _____, which does not require Plat Act compliance

Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved _____

NEW PARCEL NUMBER(S) FOR DIVISION(S): _____

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of $25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2025-41

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND BREANNA SPINNER UTILIZING TAX INCREMENT FINANCING FOR ROOF REPAIR TO THE EXISTING BUILDING LOCATED AT 434 S MAIN STREET

WHEREAS, the City of Hillsboro, Illinois, (the "City") desires to redevelop and improve existing property within the established Hillsboro Tax Increment Financing (TIF) Redevelopment Project Area (the "TIF District") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 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, Breanna Spinner, owner of 434 S. Main Street, Hillsboro, IL 62049 (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the use of funds collected pursuant to the TIF Act ("TIF Funds") to support a project which would cause for the replacement of the roof of an existing building located on certain property within the TIF District which is 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 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 a redevelopment project utilizing TIF 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 funds collected pursuant to the TIF Act, 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.

PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 18th day of November, 2025 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 this 18th day of November, 2025.

Don E. Downs
MAYOR

ATTEST:
DMK
CITY CLERK

{SEAL}

CITY OF HILLSBORO * SEAL * ILLINOIS

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
ROOF REPAIR – 434 S MAIN
BREANNA SPINNER

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 19 day of November, 2025, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and BREANNA SPINNER, property owner (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

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 Mayor and 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" or "TIF #1") and adopting a 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 the renovation, repair, remodeling, and general redevelopment of certain buildings and property located within the TIF District which could not or would not be undertaken without the provision of Tax Increment Financing (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 purposes specified in the Redevelopment Plan.

D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.

E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act unless indicated to the contrary.

F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.

H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s).

The Redevelopment Project consists of the repair and replacement of the existing roof and guttering system for the commercial building located on the Property as described below (the "Redevelopment Project").

The Developer shall perform or cause to be performed all work in a good and workmanlike manner, consistent with industry standards, and in accordance with all applicable federal, state, and local laws, ordinances, and regulations. All permits and approvals required for completion of the Project shall be obtained prior to commencement of construction.

1.1 Redevelopment Project Location. The Redevelopment Project shall take place on certain "Property" as shall be defined and identified by the following address and parcel identification number(s) (including any future subdivision or combination thereof):

Address	Montgomery County, IL PIN(s)
434 S. Main Street, Hillsboro, IL 62049	16-11-229-014

As also identified and described in Appendix A – Project Location

1.2 Scope of Work for Redevelopment Project. The Redevelopment Project shall consist of the replacement and repair of the roof and guttering system for the existing commercial building, in a manner suitable to ensure the long-term preservation, functionality, and appearance of the structure. The Developer shall undertake a comprehensive redevelopment of the Property, which includes, but is not limited to, the following improvements:

A. Removal of existing roofing materials and installation of new roofing, including necessary underlayment, flashing, and ventilation components.

B. Replacement or repair of all guttering and downspout systems to ensure proper drainage and water management.

C. Any related structural or façade repairs necessary to support the roof and guttering

improvements and to maintain the building's integrity and compliance with applicable codes.

The foregoing description is intended to reflect the general scope and scale of the Redevelopment Project as proposed, and shall not be construed to require any particular materials, methods, or construction specifications, except as necessary to achieve the uses and improvements contemplated herein.

1.3 Developer Performance Obligations. As part of this Agreement, the Developer shall also be responsible for the following:

A. Timely Completion

The Developer agrees to diligently pursue completion of the Redevelopment Project in accordance with a schedule of performance as described herein, or as otherwise mutually agreed upon by the Parties.

B. Compliance with Laws and Approvals

All work undertaken by the Developer shall be performed in accordance with applicable federal, state, and local laws, regulations, codes, and ordinances. The Developer shall obtain all permits, approvals, and insurance coverage which may be required for the performance of the Redevelopment Project activities described herein.

C. Documentation and Inspection

Maintain documentation of work performed, including invoices and contractor agreements, and permit the City to inspect the work periodically upon reasonable notice.

D. Proof of Completion

Submit documents, reports, or other evidence confirming the completion of all work items related to the Redevelopment Project, as may be reasonably requested by the City.

1.4 Project Design. At the request of the City, the Developer shall, prior to commencing construction, submit construction plans for the Redevelopment Project to the City for approval in accordance with all zoning, subdivision and building codes and obtain all necessary permits or permissions. If, during the course of the Redevelopment Project, Developer desires to make any change in the development plans in a way which materially affects the appearance, function, or implementation of the Redevelopment Project, Developer shall submit the proposed change to the City for its approval. If the development plans, as modified by the proposed change, meet all applicable building and zoning codes, the City shall approve the proposed change. No approval required pursuant to this paragraph shall be unreasonably withheld, conditioned, or delayed.

1.5 Timeline for Construction of Improvements. Developer shall commence the construction of the Redevelopment Project within sixty (60) days following the date on

which all permits or approvals of governmental entities which may be required to perform the Redevelopment Project have been issued and shall substantially complete the Redevelopment Project within ninety (90) days. An extension to these deadlines may be granted with written approval from the City, of which will not be unreasonably withheld given adequate evidence of need.

1.6 Substantial Completion of the Project. The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, the building(s) and Property must be prepared for performance of the proposed services, open for operation, and be in compliance with all relevant building codes, ordinances, or other regulations.

SECTION 2: Reimbursement of Eligible Costs.

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 TIF Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

2.1 TIF Eligible Redevelopment Project Costs. "TIF Eligible Redevelopment Project Costs" shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City's reasonable discretion. For the purposes of this Agreement, TIF Eligible Redevelopment Project Costs may include, but are not limited to the work items and described and estimated in cost attached hereto as **Exhibit A**.

2.2 Cost Certification. Within thirty (30) days of substantial completion of the Redevelopment Project, Developer shall submit to the City a completed "**Project Cost Certification Form**" attached as **Exhibit B**, including supporting invoices, receipts, and lien waivers to confirm, verify, and create record of all TIF Eligible Redevelopment Project Costs incurred pursuant to the Redevelopment Project.

2.3 Review and Approval. All submitted costs may be subject to review and approval by the City. The City shall determine, in its sole reasonable discretion, which submitted costs qualify as TIF Eligible Redevelopment Project Costs as allowable under the TIF Act.

SECTION 3: Project Cost Reimbursement Terms & Structure.

Subject to the terms of this Agreement, reimbursement payments of TIF Eligible Redevelopment Project Costs from the City to the Developer shall be made available in the following forms and with the following terms and limitations:

3.1 Cost Reimbursement Structure. After substantial completion of the following indicated portions of the Redevelopment Project, the City agrees to reimburse the Developer for certain TIF Eligible Redevelopment Project Costs incurred during the completion of the Redevelopment Project ("Incentive Payments"). Such Incentive Payments shall be at the indicated reimbursement rates and reimbursement limits:

#	Work Item	Reimbursement Rate	Reimbursement Limit
1	Roof & Guttering	75%	$16,413.75

3.2 Reimbursement Limit. The total reimbursement the City shall provide to the Developer for qualifying work items and activities performed under this Agreement shall not exceed a cumulative total amount of **$16,413.75** (the "Reimbursement Limit"), regardless of the actual costs incurred or the allocation among different categories of improvements.

SECTION 4: Disbursement of Payment(s).

All payments made from the City to the Developer pursuant to this Agreement shall be subject to the following terms, limitations, and requirements.

4.1 Conditions Precedent. The City's obligation to make any reimbursement or incentive payment under this Agreement shall be expressly conditioned upon satisfaction of the following requirements, each of which shall be continuing obligations throughout the term of this Agreement:

(a) **Completion of the Approve Project Components.** The approved project components shall have been substantially completed in accordance with this Agreement, applicable laws, codes, and all City approvals.

(b) **Approval of Cost Certification.** The Developer shall have submitted to the City a completed Cost Certification Form, together with supporting documentation, and such certification shall have been reviewed and approved by the City.

(c) **Occupation and Commencement of Operations.** Occupation of the property and commencement of the provision of any contemplated services.

(e) **No Default.** The Developer shall not be in default under this Agreement, and no event shall have occurred which, with notice or the passage of time, would constitute a default.

(f) **No Liens or Encumbrances.** The Property shall be free of all liens, claims, or encumbrances other than mortgage(s) of record or other liens approved by the City in writing.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to

submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in **Exhibit C** ("Requests for Payment"). 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.

4.2 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request for Payment without penalty.

4.2 Release of Payment. Within thirty (30) days of the City's approval of any Request for Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the TIF District. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.3 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. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

4.4 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 $500.00**. The City may waive this fee at it's own discretion.

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, 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 pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The occurrence of any one or more of the following shall constitute a default by the Developer under this Agreement ("Event of Default"):

a) Failure to Timely Perform the Redevelopment Project: The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of performance.

b) Failure to Commence Commercial Activities: The Developer fails to commence or cause to be commenced, commercial activities on the Property within a reasonable time after Substantial Completion or ceases operations for a continuous period of more than three (3) months without prior written consent from the City.

c) Misuse of Funds: The Developer uses any funds disbursed pursuant to this Agreement for purposes not authorized by this Agreement or provides false or materially misleading documentation in support of a payment or reimbursement request.

d) Failure to Submit Required Documentation: The Developer fails to submit the required cost certification, lien waivers, permits, or other documentation required as conditions precedent to disbursement of funds.

e) Failure to Maintain Insurance of Legal Compliance: The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.

f) Abandonment or Unauthorized Transfer: The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.

g) Insolvency or Bankruptcy: The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.

h) Change in Property Tax Status: The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing

by the City.

i) Failure to Pay Property Taxes: The Developer fails to pay any real estate taxes or assessments levied against the Property when due, and such failure is not cured within thirty (30) days after written notice from the City or other authorized entity.

j) Failure to Cure After Notice: The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Continuing Obligations. The Developer's obligations to (i) maintain the Property, (ii) pay all real estate taxes and assessments when due, (iii) comply with applicable laws, codes, and regulations, and (iv) maintain insurance coverage as required herein, shall be continuing covenants and conditions for the entire duration of this Agreement and any incentive payment period. Failure to maintain any such continuing obligation shall constitute an Event of Default.

5.3 Remedies. Upon the occurrence of an Event of Default, and after providing written notice and an opportunity to cure in accordance with this Agreement, the City shall have the right to exercise any one or more of the following remedies, in addition to those available at law or in equity:

(a) Suspension of Payments.
The City may suspend any pending or future incentive payments otherwise due to the Developer until such time as the default is cured to the City's satisfaction.

(b) Termination of Agreement.
The City may terminate this Agreement by written notice to the Developer, whereupon all obligations of the City for any unpaid incentive payments shall immediately cease.

(c) Repayment of Disbursed Funds.
In the event the Developer's default occurs after receipt of one or more incentive payments, the City may require repayment of any or all amounts previously disbursed, together with interest thereon at the statutory judgment rate from the date of disbursement until repaid, if the City determines that such repayment is necessary to protect the integrity of public funds.

(d) Specific Performance or Injunctive Relief.
The City shall have the right to seek specific performance, injunctive relief, or any other equitable remedy to enforce compliance with the terms of this Agreement.

(e) Legal and Administrative Remedies.
The City may pursue any other remedies available under applicable law, including recovery of damages, costs of enforcement, and reasonable attorneys' fees incurred in connection with enforcing the terms of this Agreement.

5.4 Notice and Cure Procedure. In the event of any alleged default by the Developer, the City shall provide written notice to the Developer specifying in reasonable detail the nature of the default and the actions required to cure such default. The Developer shall have a period of thirty (30) days from receipt of such notice to cure the default, or, if the default is of a nature that cannot reasonably be cured within thirty (30) days, such additional period of time as may be reasonably necessary to complete the cure, provided that the Developer commences the cure within the initial thirty (30)-day period and diligently and continuously pursues the same to completion.

If the Developer fails to cure or commence curing the default within the applicable period, the City may immediately exercise any of the remedies set forth in Section 5.3 or otherwise available at law or in equity. The City shall have no obligation to provide additional notice or opportunity to cure prior to exercising its remedies in the event of a repeated or continuing default of the same nature previously noticed.

Notice shall be deemed given when delivered personally, deposited in the U.S. Mail by certified or registered mail (return receipt requested), or sent by recognized overnight courier service to the parties at their last known business addresses, or to such other address as may be designated by a party in writing.

5.5 Enforcement of Provisions. In the event of any default under this Agreement that results in either party taking action to enforce any provision hereof, the defaulting party shall be responsible for and shall reimburse the non-defaulting party upon demand for all reasonable costs and expenses incurred in connection with such enforcement, including reasonable attorneys' fees, expert fees, and court costs. This obligation shall survive the termination of this Agreement.

SECTION 6: MISCELLANOUS PROVISIONS

6.1 No Individual Liability of the City. 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.

6.2 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 Agreement shall limit otherwise permissible claims by the Developer against the TIF District or Special Allocation 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.

6.3 Hold Harmless of the City. 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.

6.4 Provision Enforceability. If any term or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect to the maximum extent permitted by law.

6.5 Assignment. Developer shall have the right to assign this Agreement to a third party such as a future buyer, lender, or other financing party, provided that the original-named Developer shall not be released from liability hereunder upon such assignment. The Developer agrees that it shall not otherwise 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.

6.6 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.

6.7 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.

6.8 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 the 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.

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

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

By: Don E. Downs Date: 11-18-2025
Don Downs, Mayor

"DEVELOPER" **BREANNA SPINNER**

By: Breanna Spinner Date: 11/25/25
Breanna Spinner, Owner

APPENDIX A
PROJECT LOCATION

Address:
434 S Main Street, Hillsboro, Illinois 62049
Montgomery County PIN(s):
16-11-229-014
Legal Description:
PT LT 6 TILSON'S ADD COM SE COR LT 6 TH N ALG E LN LT 6 36.38' TO POB TH W51.10' S16.4' E51.1' TO PARTY WALL N16.4' TO POB

Property Location Map:

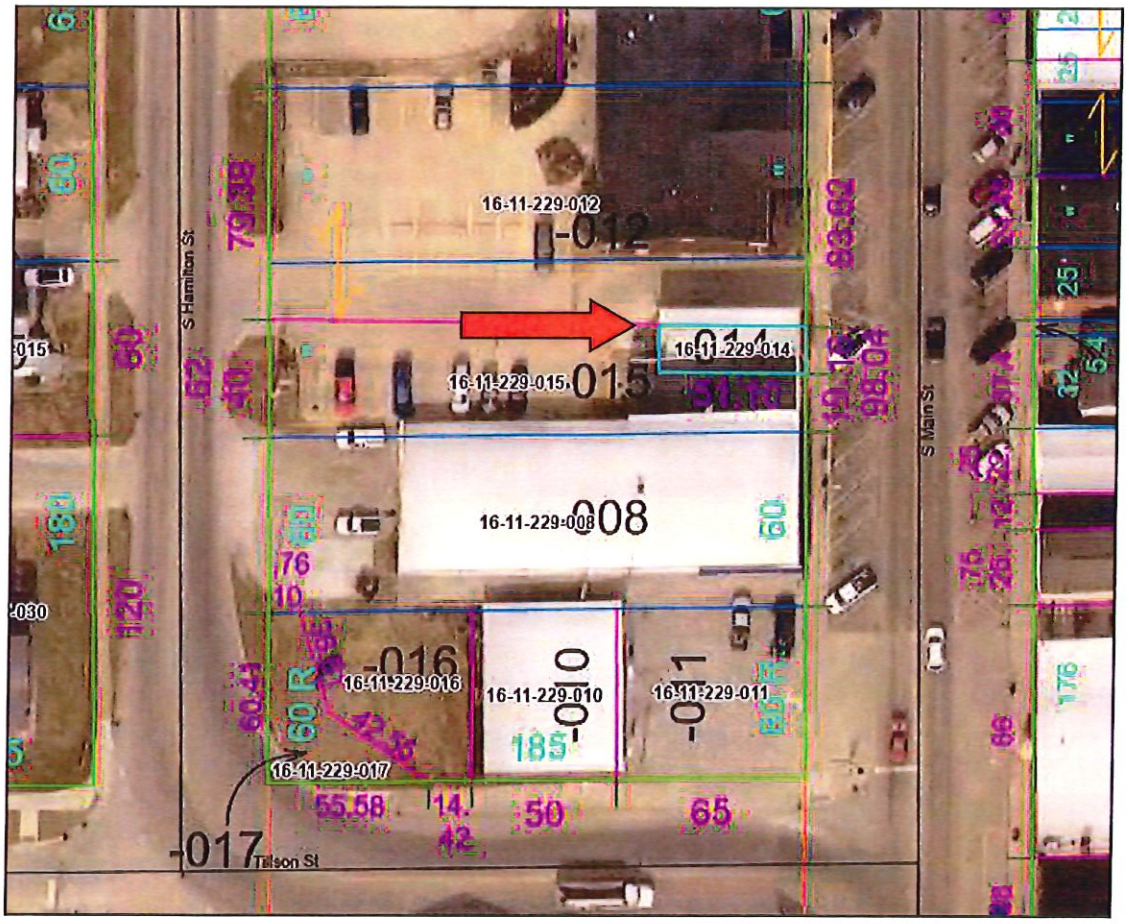


EXHIBIT A
ESTIMATED REDEVELOPMENT PROJECT COSTS

Work Item Description	Estimated Total Cost	Estimated TIF Eligible Cost
Roof Repair/Replacement	$19,925.00	$19,925.00
Guttering	$1,960.00	$1,960.00
Total All Components	**$21,885.00**	**$21,885.00**

Project Lead Service Replacement - Phase 3
L17 7603

Resolution No. 2025-42

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 18th day of November, 20 25.

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

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

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

(SEAL)



Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
2025-43	Original	26-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Hillsboro (Name of Local Public Agency) 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 01/01/26 (Beginning Date) to 12/31/26 (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 (Local Public Agency Type) of Hillsboro (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) ceritified originals of this resolution to the district office of the Department of Transportation.

I David Jenkins (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Hillsboro (Name of Local Public Agency) 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 (Governing Body Type) of Hillsboro (Name of Local Public Agency) at a meeting held on 12/02/25 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd (Day) day of December, 2025 (Month, Year).

(SEAL)

CITY OF HILLSBORO SEAL ILLINOIS

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
City of Hillsboro	Montgomery	26-00000-00-GM	01/01/26	12/31/26

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Maint. of Roadway Surface								
Reseal Streets	III	Yes	Bituminous Materials	GAL	26,600	$4.00	$106,400.00	
(75,925 SY)			(Seal Coat)(HFRS-2)					
			(0.35 Gal/SY)					
	III	Yes	Seal Coat Aggregate	TON	950	$45.00	$42,750.00	
			(CA 15 or CA 16)					
			(25 Lbs/SY)					
	III	Yes	CA 7 Mix	TON	385	$83.00	$31,955.00	
			Hauling, Placing and Rolling CA 7 Mix	TON	385	$31.00	$11,935.00	
Spot Patching	III	No	CA 7 Mix	TON	60	$83.00	$4,980.00	
			Hauling CA 7 Mix	TON	60	$8.00	$480.00	
			Blotter Agg. (CA 16)	TON	10	$18.00	$180.00	
			Roller Rental	HRS	16	$90.00	$1,440.00	
	III	No	Bit. Premix (Chipmix)	TON	100	$95.00	$9,500.00	
			Hauling Chipmix	TON	100	$8.00	$800.00	
			CA 6	TON	100	$10.00	$1,000.00	
			Hauling CA 6	TON	100	$8.00	$800.00	
Durapatching								
	III	No	Seal Coat (HFE-150)	GAL	2,500	$3.35	$8,375.00	
			CA 16	TON	120	$17.00	$2,040.00	
			Hauling CA 16	TON	120	$8.00	$960.00	
								$204,900.00
2. Maint. of Drainage Features								
Install Culverts	IIA	No	Culvert Material	LF	200	$60.00	$12,000.00	
			Backhoe	HRS	0	$60.96	$0.00	
			Concrete	CY	10	$130.00	$1,300.00	
			CA6	TON	50	$10.00	$500.00	
Curb and Gutter	IIA	No	Concrete	CY	10	$350.00	$3,500.00	
								$17,300.00
3. Maint. of Trans Systems Appurt.								
Sidewalks	IIA	No	Concrete	CY	25	$350.00	$8,750.00	
								$8,750.00

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section	Maintenance Period Beginning	Ending
City of Hillsboro	Montgomery	26-00000-00-GM	01/01/26	12/31/26

4. Maint. of Safety Items								
Snow/Ice Removal	IIA	No	Truck w/ plow & spreader	HRS	0	$56.61	$0.00	
			Labor	HRS	0	$10.32	$0.00	
			Salt	TON	100	$120.00	$12,000.00	
								$12,000.00
							Total Operation Cost	$242,950.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	$0.00			$0.00
Local Public Agency Equipment	$0.00			$0.00
Materials/Contracts(Non Bid Items)	$38,050.00			$38,050.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	$204,900.00			$204,900.00
Formal Contract (Bid Items)				
Maintenance Total	$242,950.00			$242,950.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	$9,446.00			$9,446.00
Engineering Inspection	$4,098.00			$4,098.00
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	$13,544.00			$13,544.00
Total Estimated Maintenance	$256,494.00			$256,494.00

Remarks

SUBMITTED

Local Public Agency Official: Don E. Downs

Date: 12-2-2025

Title: MAYOR

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation

Date

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2025-44

A RESOLUTION APPROVING A FAÇADE IMPROVEMENT GRANT APPLICATION FROM JARDOGS.AI, INC. FOR WORK TO BE COMPLETED AT 925 S. MAIN ST.

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by Jardogs.AI, Inc. for work to be completed at 925 South Main Street in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

Adopted this 16th day of December, 2025, by roll call votes as follows:

AYE: 5
NAY: 0
ABSENT: 0
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 16th day of December, 2025.

MAYOR

ATTEST:

CITY CLERK

(Seal)

Exhibit A

Façade Improvement Grant Application and Agreement

City of Hillsboro

Façade Improvement Grant Program







Application and Agreement

The following includes the Façade Improvement Program Description, Grant Application, and Sample Agreement.

City of Hillsboro
447 S Main St
Hillsboro, IL 62049
217-532-5566

Downtown Hillsboro Façade Improvement Grant Program

The Façade Improvement Grant Program provides financial assistance to property owners or tenants seeking to renovate or restore commercial building exteriors. This program is intended to enhance downtown Hillsboro and achieve overall community beatification through the improvement of the physical appearances of businesses. Through this program the City hopes to make a positive statement about the Hillsboro business climate to the community, visitors, as well as existing and potential business tenants. Grant funds are made available through Special Allocation Funds which is administered by the City of Hillsboro.

Goal of the Program

The goal of the program is to preserve historic facades, achieve quality façade improvement, and encourage economic investment within downtown Hillsboro. The City of Hillsboro believes that by providing incentives to spur preservation, revitalization and reinvestment in structures within downtown, it will create a more attractive downtown as well as greatly complement the economic development goals of the City of Hillsboro.

Program Description/Grant Terms

This physical improvement grant provides a matching grant for façade improvements. Grants under this program shall not exceed $3,000 per building. The applicant is expected to match or exceed any awarded program funding through contribution of his or her own capital to the total project cost. (Example: In order to receive the maximum amount of $3,000, an applicant would need to have total project costs of $6,000 or more) Grant monies will be distributed after a project is complete, has been inspected by an authorized City official or staff member, and the following documentation has been submitted:

a.) Photos showing completed work.

b.) All invoices and receipts validating project costs.

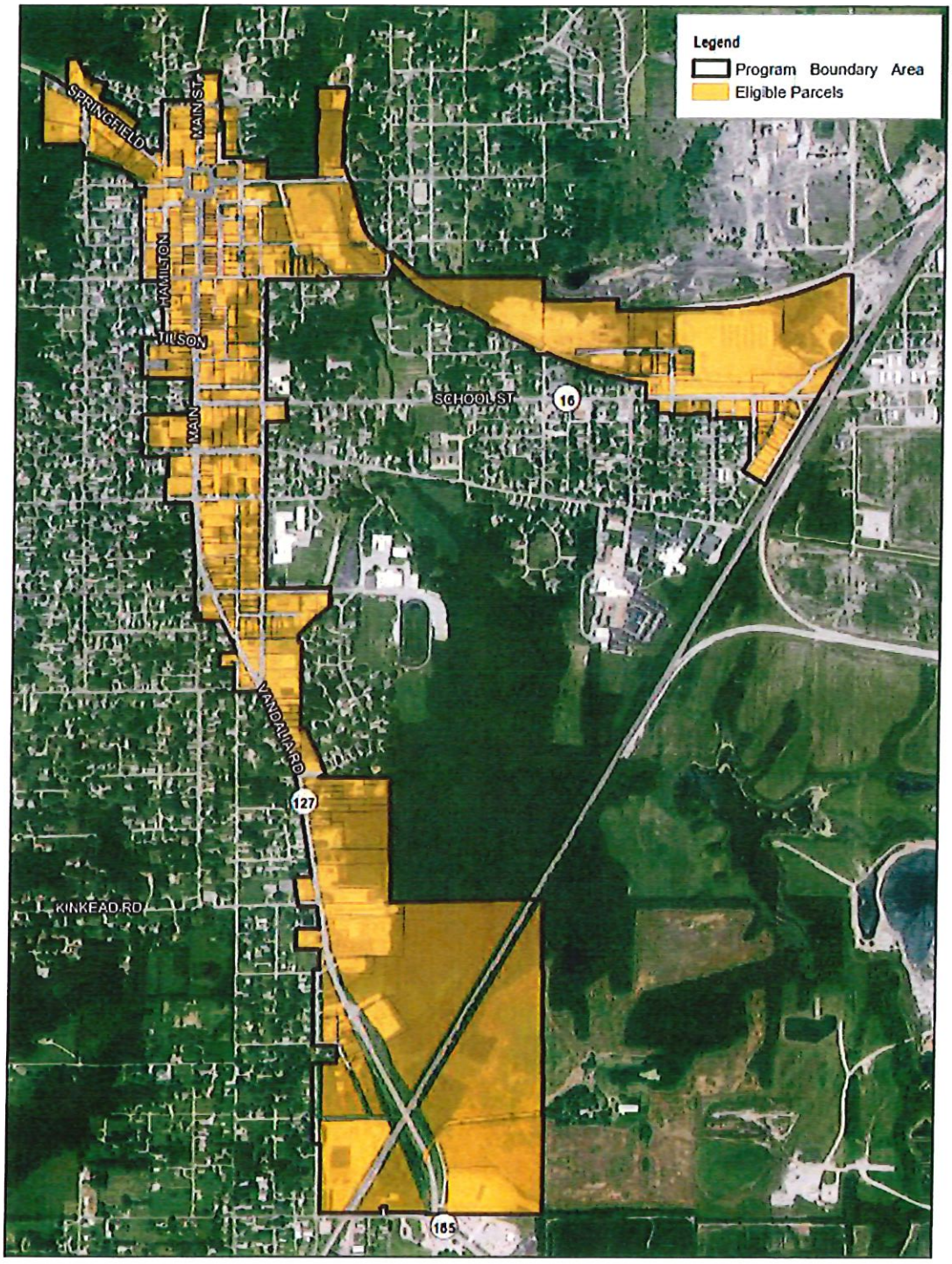
All improvements must be initiated within four (4) months and completed within one (1) year of grant approval date. If the applicant has not met these requirements, the City of Hillsboro will re-evaluate the status of the project. At its discretion, the City reserves the right to cancel or extend the funding commitment if these deadlines are not met.

Eligible Applicants and Properties

Façade grant funding shall only be used for exterior repairs and renovations on commercial buildings within the established Hillsboro Business District Area. Fronts, sides, and rears of buildings are eligible, but priority may be given to storefronts, facades, and other portions of buildings which are directly exposed to public streets, alleys, or parking areas. Property owners or tenants of commercial properties are eligible to apply. In the case where the tenant is the applicant, the permission of the property owner is required. All taxable commercial properties located within the City of Hillsboro are eligible for this program. Mixed use properties (ie. Commercial with residential above) will be considered. Residential homes and apartment buildings will not be considered. Tax-exempt properties may be considered but on a case-by-case basis subject to budgetary constraints. Properties will not be eligible if any property assessments or property taxes

are not paid to date. The applicant must obtain all necessary permits and inspections and pay any corresponding fees. The City of Hillsboro reserves the right to allow or disallow participation in this program to any person or property at their discretion and may make exception for any project they feel is in the best interest of the City.

DESIGNATED PROGRAM AREA



The City of Hillsboro reserves the right to determine the eligibility of all items in a project's scope of work. Eligible items include, but are not limited to:

- Façade rehabilitation
- Storefront repair or rehabilitation
- Door and window repair/replacement
- Exterior Painting
- Awnings
- Lighting
- Tuck pointing and masonry repair
- Parapet repairs and other similar exterior structural features.

Other items that are viewed as necessary or complimentary to the properties exterior renovation as accepted by the City of Hillsboro

(*Ineligible expenses: construction of all new buildings, purchase of property or buildings; improvements not approved by the City of Hillsboro.)

Application Submittal

To be formally considered for a grant request, an application form must be completed and submitted to the City Clerk's Office located at City Hall.

Questions, comments, and other information may directed to the City's Economic Development Department.

Email: economicdevelopment@hillsboroillinois.net
Phone: (217) 532-5566.

Application Review

The City of Hillsboro's decision to accept an application will be based on:

- A projects conformance with all program guidelines, requirements, and other conditions
- The applicant's level of investment.
- The alignment of the project with the overall goals and objectives of the Program.
- Available program funding and budgetary resources.

CITY OF HILLSBORO

Façade Improvement Grant Application

Please completely fill out this application and return it to the City of Hillsboro with the items listed in the checklist on the following.

Applicant Information

Company/Organization Name Jardogs.AI, Inc.

Business Form: x Corporation ___ Partnership ___ Sole Proprietorship ___ Other

Contact Person/Title Julie Abel, CFO

Contact Mailing Address 925 S Main St, Hillsboro, IL 62049

Contact Phone Number 217-460-0026 Contact Email julie.abel@jardogs.ai

Property Information

Property Classification:

Commercial: x Residential: ____ Industrial: ____ Other: ____ (explain)

Parcel ID Numbers of Project Location: 925 S Main St, Hillsboro, IL 62049

Physical Address of Proposed Project: 925 S Main St, Hillsboro, IL 62049

Project Information

Estimated Total Project Cost: $_____

Proposed Improvement(s) - Check all that apply

___ Brick Cleaning	___ Exterior Doors	___ Streetscape Elements
___ Tuck Pointing	___ Windows and Window Frames	___ Landscaping
___ Painting	___ Shutters and Awnings	____Stairs, Porches, Railings
____Wall Facade Repair & Treatment	___ Exterior Lighting	____Roofs visible from the Street
___ Original Architectural Features (repair or replacement)	x Signage Repair or Replacement	___ Improvements for ADA compliance

___ Other (please specify)

_____

_____

Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, etc.).

Jardogs.AI is requesting facade grant funds to install a company sign on the front of the building that faces Route 16.

The sign is a "Push Thru Acrylic" sign construction which provides a dimensional letter with a sleek lighting that will provide a professional aesthetic while also being friendly to the nearby neighbors.

The approximate size of the sign is 3'-6" x 17'.

Further information regarding the sign and pictures of the proposed design are included with the application.

The following items <u>must be submitted</u> with the Facade Grant Application:

1. Completed and signed Hillsboro Façade Grant Application Form.
2. Current photographs of the building and property where work is to be performed.
3. Bids, estimates, and other preliminary project cost estimates.
4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

Applicant Certification

I agree to comply with the guidelines and standards of the City of Hillsboro Facade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof in its full discretion.

Applicant(s) Signature Julie A. Abel Date 11/26/2025

Building Owner's Signature _____ Date _____
(if separate from applicant)

CITY OF HILLSBORO

Façade Improvement Grant Agreement

To Be Completed by City

This Agreement, entered into this 16th day of December between the City of Hillsboro, Illinois (hereinafter referred to as "CITY") and the following OWNER/LESSEE, to witness:

Owner Name: Jar. House, LLC

Lessee's Name: _____

Name of Business: Jardogs.Al, INC.

Project Address: 925 S. Main St. Hillsboro, IL 62049

PIN Number(s): 16-11-281-020

RECITALS:

WHEREAS, the City of Hillsboro has established a Façade Improvement Grant Program for application within a designated program boundary area; and

WHEREAS, said Façade Improvement Grant Program is administered and implemented by the City, and is funded with Special Allocation Funds for the purposes of remediating conditions of blight, as well as repairing, rehabilitating, and improving the conditions of buildings located with the City; and

WHEREAS, pursuant to the Façade Improvement Grant Program, the City has agreed to participate, subject to its sole discretion, in reimbursing owners/lessees for the cost of eligible exterior improvements to qualifying commercial establishments up to a maximum of one-half (1/2) of the cost actually incurred during the performance of approved projects, not to exceed a total of $5,000.00, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the City of Hillsboro, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

COVENANTS & AGREEMENTS

SECTION 1

With respect to approved exterior façade improvements performed to an approved existing building, the CITY shall reimburse the OWNER/LESSEE for the cost incurred in the performance of such improvements in an amount equal to fifty percent (50%) of the total costs of such work, not to exceed a maximum amount of $3,000.

The actual total reimbursement amounts per this Agreement shall not exceed $3,000 for eligible project components related to the approved façade improvements. The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence within one hundred and twenty (120) days and be completed within one (1) year from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship. Any variations, deviations, or changes to the approved plans ("change orders") shall be required to be presented to the Historic Preservation Committee, or other authorized CITY official or staff member, for review and consideration prior to authorization of any payment to be made in accordance with this agreement. Any costs incurred pursuant to change orders which are not approved by the CITY shall not be eligible for reimbursement in accordance with this agreement.

SECTION 3

The CITY shall periodically review and inspect the progress of any work performed pursuant to the Agreement at their full discretion. Such inspections shall not replace any required permit inspection by authorized building inspectors. All work found to be non-conforming with the approved plans, design drawings, and specifications shall be required to immediately cease until proper change order review is submitted and authorization to proceed is provided by the CITY. If authorization is not provided, the OWNER/LESSEE may be required to immediately remedy or replace any unauthorized or improper work at OWNER/LESSEE expense in order to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the CITY, the OWNER/LESSEE shall submit to the CITY a properly executed and certified contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment

necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, up to a maximum amount of $3,000.00, subject to the limitations set forth in this Agreement.

SECTION 5

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the CITY to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the CITY, for approval.

Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

SECTION 7

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from

or in any way connected with directly or indirectly with the façade improvement(s),. Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 9

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

By signing this agreement you are acknowledging you have read and understood all terms and conditions of this agreement and of the Hillsboro Façade Improvement Grant Program, and are hereby confirming and agreeing to comply with and be bound to all terms, conditions, and other requirements of this Agreement.

OWNER/LESSEE	**CITY**
(Sign Above)	Mayor, City of Hillsboro, IL