

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2026-01**

**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 Resolutions 2024-01, 2025-01, and 2025-27 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	December 5, 2023
March 29, 2022	August 6, 2024
July 12, 2022	September 3, 2024
January 17, 2023	February 18, 2025

The Corporate Authorities further determined in Resolution 2024-01, Resolution 2025-01, and Resolution 2025-27 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.** All other Closed Session minutes, which have been duly recorded by the City Clerk, which have not previously been approved for release for public inspection, and which are not listed in Section 2 of this Resolution, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved resolution that supersedes the determinations of the Corporate Authorities set forth in this Resolution.

**Section 4.** The Open Meetings Act requires that a verbatim record of all Closed Session meetings be kept in the form of an audio or video recording and that such recordings can be destroyed without local records commission approval pursuant to the Local Records Act but only after the Corporate Authorities (a) approve the written

meeting minutes for each completed Closed Session meeting and (b) authorize the destruction of such recordings, provided at least 18 months has passed since the completion of the meeting recorded. The Corporate Authorities have elected to maintain a verbatim record of all Closed Session meetings in the form of audio recordings. The Corporate Authorities make the following determinations:

- A. Each of the audio recordings of Closed Session meetings, for which written minutes have been prepared and approved by the Corporate Authorities more than 18 months ago, shall be destroyed by the City Clerk on the next business day following the approval date of this Resolution, or as soon as practicable thereafter, including the following:
- B. The verbatim record of any meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding, other than one brought to enforce this Act, unless the Corporate Authorities have made a determination that the verbatim record no longer requires confidential treatment or otherwise consents to disclosure with an approved resolution.

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

PASSED this 6<sup>th</sup> day of January, 2026, pursuant to roll call vote by the City Council of the City of Hillsboro, Montgomery County, Illinois.

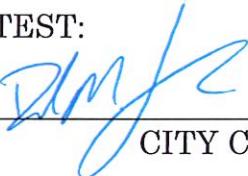
	<u>Ayes</u>	<u>Nays</u>	<u>Present</u>	<u>Absent</u>	<u>Abstain</u>
Commissioner Wright				/	
Commissioner Butler	/				
Commissioner Ward	/				
Commissioner Justison	/				
Mayor Downs				/	

APPROVED this 6<sup>th</sup> day of January, 2026.



MAYOR

ATTEST:



CITY CLERK

## RESOLUTION NO. 2026-02

### **RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO, ILLINOIS AND JOURNAL PRINTING CO. INC. UTILIZING TAX INCREMENT FINANCING FOR RENOVATIONS TO THE HILLSBORO JOURNAL BUILDINGS**

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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, John Galer, d/b/a the Hillsboro Journal (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 and repair of an existing buildings located at 419/425/431/433 S. Main Street, which is located within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District 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 20<sup>th</sup> day of January, 2026 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 20<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
MAYOR

ATTEST:

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

{SEAL}



**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**  
**HILLSBORO JOURNAL TUCKPOINTING**  
**419/425/431/433 S MAIN**

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THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and JOURNAL PRINTING CO., INC. (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 repairs, renovations, and improvements to the façade and other exterior building components of the existing commercial building located on the Property as identified 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):

<b>Address</b>	<b>Montgomery County, IL PIN(s)</b>
419 S. Main Street, Hillsboro, IL 62049	16-11-233-005
425 S. Main Street, Hillsboro, IL 62049	16-11-233-007
431 S. Main Street, Hillsboro, IL 62049	16-11-233-008
433 S. Main Street, Hillsboro, IL 62049	16-11-233-009

*As also identified and described in Appendix A - Project Location*

**1.2 Scope of Work for Redevelopment Project.** The Redevelopment Project shall consist of repairs, rehabilitation, and general improvement of the existing building facades located on the Property in a manner suitable to ensure the long-term preservation, functionality, and appearance of the structure. The Redevelopment Project shall include, but is not limited to, the following improvements:

- A. Tuckpointing and exterior façade repair.
- B. Deck rehabilitation.
- C. Exterior door and doorway repair.
- D. Replacement of rear steps.

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	Tuckpointing	50%	\$51,000.00

**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 **\$51,000.00** (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 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 Approved 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 its 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 or Continue Commercial Activities: The Developer fails to commence or continue 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 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.
- 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: MISCELLANEOUS 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.

***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 managers as of the date set forth below.

**"CITY"**

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

By: Don E. Downs Date: 1/20/2026

Don Downs, Mayor

**ATTEST**

By: D. M. Date: 1/21/26

City Clerk

**"DEVELOPER"**

**JOURNAL PRINTING CO., INC.**

By: John M. Galer Date: 1/21/2026

John Galer, Owner

## APPENDIX A PROJECT LOCATION

Address:
419/425/431/433 S Main Street, Hillsboro, IL 62049
Montgomery County PIN(s):
16-11-233-005
16-11-233-007
16-11-233-008
16-11-233-009

Property Location Map:



**EXHIBIT A**  
**ESTIMATED REDEVELOPMENT PROJECT COSTS**

<b>ESTIMATED PROJECT COSTS</b>			
<b>Address</b>	<b>Work Item Description</b>	<b>Estimated Cost</b>	<b>Estimated TIF/BD Eligible</b>
419 S Main	Tuck Pointing	\$36,375	\$36,375
419 S Main	Deck Rehabilitation	\$14,658	\$14,658
425 S Main	Door Repair	\$4,250	\$4,250
425 S Main	Tuck Pointing	\$9,240	\$9,240
431 S Main	Tuck Pointing	\$10,750	\$10,750
433 S Main	Façade Repair & Tuckpointing	\$45,475	\$45,475
433 S Main	Rear Steps Replacement	\$2,650	\$2,650
<b>TOTAL</b>		<b>\$123,398</b>	<b>\$123,398</b>

**EXHIBIT B**  
**PROJECT COST CERTIFICATION FORM**

**Project Address:** \_\_\_\_\_

**Developer Name:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

*\*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**

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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: \_\_\_\_\_

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2026-03**

**A RESOLUTION AUTHORIZING INTERGOVERNMENTAL COLLABORATION IN  
THE PROCUREMENT OF NUISANCE WEED AND GRASS ABATEMENT SERVICES**

**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 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 Illinois Municipal Code, 65 ILCS 5/11-20-7, authorizes municipalities to provide for the removal of nuisance greenery, including weeds and grass, from private property within their corporate limits when property owners, after reasonable notice, refuse or neglect to remove such nuisances; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-20-15, further provides that the costs incurred by a municipality for such removal may be collected as a lien upon the property, ensuring that municipalities are reimbursed for their expenses; and

**WHEREAS**, the City of Hillsboro, the City of Nokomis, the City of Witt, and the City of Coffeen (collectively, the "Participating Municipalities") have each adopted ordinances regulating the height of weeds and grass and declaring excessive growth to be a public nuisance, which adversely affects the health, safety, and welfare of their residents; and

**WHEREAS**, the Participating Municipalities recognize that the enforcement of these ordinances requires the availability of reliable and cost-effective nuisance abatement services, including the removal of weeds and the mowing of overgrown grass; and

**WHEREAS**, the Participating Municipalities have determined that a joint effort to solicit bids for nuisance weed and grass abatement services will promote efficiency, reduce administrative costs, and ensure the selection of qualified contractors capable of meeting the respective needs of the Participating Municipalities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, encourages and authorizes municipalities to collaborate and enter into agreements for the joint exercise of their powers and duties, including the procurement of services; and

**WHEREAS**, the Participating Municipalities desire to authorize their respective representatives to work together to prepare and issue a Joint Request for Qualifications & Proposals (“RFQ”) for nuisance weed and grass abatement services, to evaluate the bids received, and to each individually recommend the most responsible and responsive bidder(s) for approval by their respective governing bodies; and

**WHEREAS**, Giffin, Winning, Cohen & Bodewes, P.C. provides legal services to each of the Participating Municipalities and has proposed to coordinate these efforts.

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

**SECTION 1:** The Mayor, the Commissioner of Public Health and Safety, and/or other officials designated by either are authorized to collaborate with the City’s attorneys in the preparation and issuance of a joint RFQ for nuisance weed and grass abatement services.

**SECTION 2:** The joint RFQ shall specify the scope of services to be provided by the contractor(s), including but not limited to:

- Mowing of grass and weeds exceeding the height limits established by the ordinances of the Participating Municipalities.
- Removal of weeds, brush, and other vegetation deemed to be a public nuisance.
- Proper disposal of all cuttings and debris in compliance with applicable standards.
- Timely response to service requests from the Participating Municipalities.

**SECTION 3:** The joint RFQ shall identify each Participating Municipality, and proposals may be submitted for some or all Participating Municipalities.

**SECTION 4:** The joint RFQ shall designate Giffin, Winning, Cohen & Bodewes, P.C. to receive the bids, which will then be shared with the Mayors of the Participating Municipalities.

**SECTION 5:** The representatives of each Participating Municipality may evaluate all bids received in response to the RFQ, and each Participating Municipality may make its selections based on its own criteria including, but not limited to, cost, qualifications, experience, references, and other factors deemed to be in that Participating Municipality's best interests. Each Participating Municipality shall make its own decision regarding the most responsible and responsive bidders for their City.

**SECTION 6:** The joint RFQ shall be published in *The Journal-News* in successive editions based on the number of Participating Municipalities that adopt this Resolution. *The Journal-News* shall be directed to forward an invoice for one publication to each of the Participating Municipalities.

**SECTION 7:** The Participating Municipalities' collaboration shall end at the time of the deadline for prospective contractors to respond to the RFQ. The costs associated with any subsequent contracts for nuisance weed and grass abatement after publication of the joint RFQ, including preparation of any contract(s), approval or acceptance of the contract(s) by the City Council, and payment for services performed pursuant to any such contract(s), shall be borne by the respective Participating Municipality incurring such costs.

PASSED this 20<sup>th</sup> day of January, 2026, by roll call votes as follows:

AYE:	<u>5</u>
NAY:	<u>0</u>
ABSENT:	<u>0</u>
PRESENT:	<u>0</u>

APPROVED this 20<sup>th</sup> day of January, 2026.

ATTEST:



CITY CLERK



MAYOR

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2026-04**

**A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE**  
**(PART OF P.I.N. 12-30-100-018)**

**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 at Cardinal Lane in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

Beginning at an iron pin found at the northeast corner of a parcel of land as described in Trustee's Deed in Book 1746, Page 525 (Doc. #202100000801); thence North 89 degrees 10 minutes 40 seconds East, a distance of 187.93 feet to a point 50 feet off the now or future shoreline of Lake Glenn Shoals; thence South 22 degrees 27 minutes 01 second East and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 152.58 feet; thence South 00 degrees 48 minutes 20 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 56.92 feet to the Lake Glenn Shoals water easement contour elevation of 605 (based on normal pool elevation of 590.1); thence Westerly along the meandering water easement contour elevation of 605 to a point that bears South 85 degrees 22 minutes 27 seconds West, a distance of 409.29 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 86 degrees 03 minutes 04 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 109.23 feet to said water easement contour elevation of 605; thence Westerly along the meandering water easement contour elevation of 605 to a point that bears North 79 degrees 40 minutes 24 seconds West, a distance of 86.93 feet from last described course to the south line of a parcel of land as described in Warranty Deed in Book 1671, Page 696 (Doc. #201800001783); thence South 89 degrees 10 minutes 40 seconds West along said south line, a distance of 41.23 feet to said water easement contour elevation of 605; thence

Westerly along the meandering water easement contour elevation of 605 to a point that bears South 81 degrees 37 minutes 47 seconds West, a distance of 30.45 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 88 degrees 03 minutes 55 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 16.54 feet; thence North 00 degrees 15 minutes 47 seconds East, a distance of 3.21 feet to an iron pin found at the southwest corner of a parcel of land as described in Warranty Deed in Book 1671, Page 696 (Doc. #201800001783); thence North 89 degrees 10 minutes 40 seconds East along the south line of said parcel of land, a distance of 374.39 feet to an iron pin found at the southeast corner of said parcel of land; thence North 00 degrees 11 minutes 59 seconds West along the east line of said parcel of land, a distance of 165.00 feet to an iron pin found at the northeast corner of said parcel of land; thence North 89 degrees 10 minutes 40 seconds East along the south line of a parcel of land as described in Trustee's Deed in Book 1746, Page 525 (Doc. #202100000801), a distance of 71.22 feet to an iron pin found at the southeast corner of said parcel of land; thence North 00 degrees 05 minutes 05 seconds West along the east line of said parcel of land, a distance of 35.00 feet to the point of beginning, containing 65,793 square feet, more or less (1.510 acres, more or less).

P.I.N.: Part of 12-30-100-018

(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 \$20,400.00 (Twenty Thousand Four Hundred and No/100 Dollars); and

**WHEREAS**, a Plat of Survey of the Real Estate has been prepared by Nail Land Surveying and has been presented to the corporate authorities at the meeting at which this Resolution is being presented; and

**WHEREAS**, Gregory and Marissa Cowell have offered to purchase said Real Estate for the sum of \$20,400.00 (Twenty Thousand Four Hundred and No/100 Dollars), plus payment of the costs and expenses incurred by the City associated with such sale; and

**WHEREAS**, Gregory and Marissa Cowell own an adjoining parcel of real estate, which is identified by P.I.N. 12-30-100-014; and

**WHEREAS**, it is in the best interest of the City that the Real Estate be sold as set forth herein and subject to a covenant prohibiting disconnection of the Real Estate from the City's municipal boundaries and a right of reversion to the City upon violation.

**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 \$20,400.00 (Twenty Thousand Four 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 Gregory and Marissa Cowell for the sum of \$20,400.00 (Twenty Thousand Four Hundred and No/100 Dollars).

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

*Size:* 1.510± 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 20<sup>th</sup> day of January, 2026, by roll call votes as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois this 20<sup>th</sup> day of January, 2026.

ATTEST:

Don E. Downs  
MAYOR

D.M.K.  
CITY CLERK

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

THIS PURCHASE AGREEMENT ("Agreement") dated January 20<sup>th</sup>, 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 **Gregory & Marissa Cowell** (hereinafter collectively referred to "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 **Twenty Thousand Four Hundred and 00/100 Dollars (\$20,400.00)** (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; and

(iii) Buyer's acceptance of Seller's deed that is subject to a covenant prohibiting disconnection of the Subject Property from Seller's municipal boundaries and a right of reversion to Seller upon violation.

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: Gregory & Marissa Cowell  
74 Cardinal Lane  
Hillsboro, IL 62049

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.

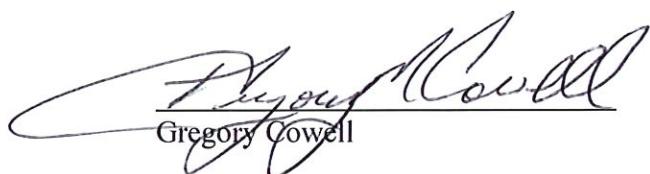
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this  
January 20, 2026  
(insert date)

SELLER:

CITY OF HILLSBORO, ILLINOIS,  
an Illinois municipal corporation

By: Don E. Downs  
Its Mayor

BUYERS:

  
Gregory Cowell

  
Marissa Cowell

ATTEST:

By: D.M.K.  
City Clerk

Exhibit 1

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

Beginning at an iron pin found at the northeast corner of a parcel of land as described in Trustee's Deed in Book 1746, Page 525 (Doc. #202100000801); thence North 89 degrees 10 minutes 40 seconds East, a distance of 187.93 feet to a point 50 feet off the now or future shoreline of Lake Glenn Shoals; thence South 22 degrees 27 minutes 01 second East and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 152.58 feet; thence South 00 degrees 48 minutes 20 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 56.92 feet to the Lake Glenn Shoals water easement contour elevation of 605 (based on normal pool elevation of 590.1); thence Westerly along the meandering water easement contour elevation of 605 to a point that bears South 85 degrees 22 minutes 27 seconds West, a distance of 409.29 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 86 degrees 03 minutes 04 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 109.23 feet to said water easement contour elevation of 605; thence Westerly along the meandering water easement contour elevation of 605 to a point that bears North 79 degrees 40 minutes 24 seconds West, a distance of 86.93 feet from last described course to the south line of a parcel of land as described in Warranty Deed in Book 1671, Page 696 (Doc. #201800001783); thence South 89 degrees 10 minutes 40 seconds West along said south line, a distance of 41.23 feet to said water easement contour elevation of 605; thence Westerly along the meandering water easement contour elevation of 605 to a point that bears South 81 degrees 37 minutes 47 seconds West, a distance of 30.45 feet from last described course to a point 50 feet off the now or future shoreline of said Lake Glenn Shoals; thence North 88 degrees 03 minutes 55 seconds West and 50 feet off the now or future shoreline of said Lake Glenn Shoals, a distance of 16.54 feet; thence North 00 degrees 15 minutes 47 seconds East, a distance of 3.21 feet to an iron pin found at the southwest corner of a parcel of land as described in Warranty Deed in Book 1671, Page 696 (Doc. #201800001783); thence North 89 degrees 10 minutes 40 seconds East along the south line of said parcel of land, a distance of 374.39 feet to an iron pin found at the southeast corner of said parcel of land; thence North 00 degrees 11 minutes 59 seconds West along the east line of said parcel of land, a distance of 165.00 feet to an iron pin found at the northeast corner of said parcel of land; thence North 89 degrees 10 minutes 40 seconds East along the south line of a parcel of land as described in Trustee's Deed in Book 1746, Page 525 (Doc. #202100000801), a distance of 71.22 feet to an iron pin found at the southeast corner of said parcel of land; thence North 00 degrees 05 minutes

05 seconds West along the east line of said parcel of land, a distance of 35.00 feet to the point of beginning, containing 65,793 square feet, more or less (1.510 acres, more or less).

P.I.N.: Part of 12-30-100-018

Common Address: Cardinal Lane, Hillsboro, IL 62049

**CITY OF HILLSBORO, ILLINOIS**

**Resolution No. 2026-05**

**A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE**  
**(PART OF P.I.N. 12-18-100-029)**

**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 at Lake Glenn Shoals (north of Meisenheimer Avenue) in the City of Hillsboro, Montgomery County, Illinois, which is legally described as follows:

Part of the Fractional Northwest Quarter of Section 18, 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 the said Fractional Northwest Quarter, thence North 00°47'09" West, along the East line of said Fractional Northwest Quarter, a distance 1058.98 feet to an iron pin set, being the point of beginning.

From the said point of beginning, continue on a contour line elevation of 605 feet (based on normal pool elevation of 590.10 feet) of the Lake Glenn Shoals, chord bearing of North 48°05'29" West, a chord distance of 30.14 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing of South 84°47'22" West, a chord distance of 153.50 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North 66°28'01" West, chord distance of 128.76 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North 48°35'15" East, chord distance of 50.38 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing of North 00°44'52" East, a chord distance of 31.11 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North 35°25'31" West, chord distance of 85.71 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing of North 33°39'38" East, a chord distance of 76.88 feet to an iron pin set; thence South 89°46'33" East, 287.62 feet to an iron pin found on the East line of the Fractional Northwest Quarter

of said Section 18; thence South 00°47'09" East, 255.94 feet along said East line to the point of beginning, containing 1.69 acres more or less.

P.I.N.: Part of 12-18-100-029

(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 \$19,716.00 (Nineteen Thousand Seven Hundred Sixteen and No/100 Dollars); and

**WHEREAS**, a Plat of Survey of the Real Estate has been prepared by Nail Land Surveying and has been presented to the corporate authorities at the meeting at which this Resolution is being presented; and

**WHEREAS**, Larry D. King offered to purchase said Real Estate for the sum of \$19,716.00 (Nineteen Thousand Seven Hundred Sixteen and No/100 Dollars), plus payment of the costs and expenses incurred by the City associated with such sale; and

**WHEREAS**, Larry D. King owns an adjoining parcel of real estate, which is identified by P.I.N. 12-18-200-004; and

**WHEREAS**, it is in the best interest of the City that the Real Estate be sold as set forth herein and subject to a covenant prohibiting disconnection of the Real Estate from the City's municipal boundaries and a right of reversion to the City upon violation.

**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 \$19,716.00 (Nineteen Thousand Seven Hundred Sixteen 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 Larry D. King the sum of \$19,716.00 (Nineteen Thousand Seven Hundred Sixteen and No/100 Dollars).

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

*Size:* 1.69± 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 20<sup>th</sup> day of January, 2026, by roll call votes as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois this 20<sup>th</sup> day of January, 2026.

Don E. Downs

MAYOR

ATTEST:

D.M.K.

CITY CLERK

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

THIS PURCHASE AGREEMENT ("Agreement") dated January 20, 2026, 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 **Larry D. King** (hereinafter 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 **Nineteen Thousand Seven Hundred Sixteen and 00/100 Dollars (\$19,716.00)** (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; and

(iii) Buyer's acceptance of Seller's deed that is subject to a covenant prohibiting disconnection of the Subject Property from Seller's municipal boundaries and a right of reversion to Seller upon violation.

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: Larry D. King  
16462 Ticky Point Trail  
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  
January 2026.  
(insert date)

SELLER:

CITY OF HILLSBORO, ILLINOIS,  
an Illinois municipal corporation

By: Don E. Downs  
Its Mayor

BUYER:

Larry D. King  
Larry D. King

ATTEST:

By: Dawn J.  
City Clerk

**Exhibit 1**

Part of the Fractional Northwest Quarter of Section 18, 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 the said Fractional Northwest Quarter, thence North 00°47'09" West, along the East line of said Fractional Northwest Quarter, a distance 1058.98 feet to an iron pin set, being the point of beginning.

From the said point of beginning, continue on a contour line elevation of 605 feet (based on normal pool elevation of 590.10 feet) of the Lake Glenn Shoals, chord bearing of North 48°05'29" West, a chord distance of 30.14 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing of South 84°47'22" West, a chord distance of 153.50 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North 66°28'01" West, chord distance of 128.76 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North 48°35'15" East, chord distance of 50.38 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing of North 00°44'52" East, a chord distance of 31.11 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North 35°25'31" West, chord distance of 85.71 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing of North 33°39'38" East, a chord distance of 76.88 feet to an iron pin set; thence South 89°46'33" East, 287.62 feet to an iron pin found on the East line of the Fractional Northwest Quarter of said Section 18; thence South 00°47'09" East, 255.94 feet along said East line to the point of beginning, containing 1.69 acres more or less.

P.I.N.: Part of 12-18-100-029

Common Address: Glenn Shoals Lake, Hillsboro, IL 62049

## RESOLUTION NO. 2026-06

### **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 209 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, DeAnn Shankland, d/b/a 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 renovation and repair of an existing building located at 209 S. Main Street, which is located within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District 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 20<sup>th</sup> day of January, 2026 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 20<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
MAYOR

ATTEST:

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

{SEAL}



**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**  
**WOODY'S WINDOW TO THE WORLD REHABILITATION**  
**209 S MAIN**

---

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 22nd day of January, 2026, 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, an Illinois limited liability corporation (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 renovation, repair, and improvement of the existing commercial building located on the Property as identified 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)
209 S. Main Street, Hillsboro, IL 62049	16-02-491-003

*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 structural reinforcement and renovation of the existing buildings south facing wall and roof in a manner suitable to ensure the long-term preservation, functionality, and appearance of the structure. The Redevelopment Project shall include, but is not limited to, the following improvements:

- A. Building a shoring wall to stabilize the existing second floor and roof structure while removing the failing south wall.
- B. Replacement of existing footings.
- C. Construction of new south wall.
- D. Rebuilding/re-attaching floor and roof systems.
- E. Removing and replacing old roof with new roof system.
- F. Repairs to north brick wall.

- G. Renovation of guttering and downspouts.
- H. Installation of new electrical service panel.

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	Brick & Concrete Work	100%	\$40,000
2	Roof Repairs	100%	\$22,000
3	Exterior Steps	100%	\$25,000

Specifically Excluded Project Components: Demolition Costs, Contingency Costs.

**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 **\$87,000.00** (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 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 Approved 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 its 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 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.
- 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: MISCELLANEOUS 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.

***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 managers as of the date set forth below.

**"CITY"**

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

By: Don E. Downs Date: 1/20/2026

Don Downs, Mayor

**ATTEST**

By: Dlyn J. Date: 1/20/26

City Clerk

**"DEVELOPER"**

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

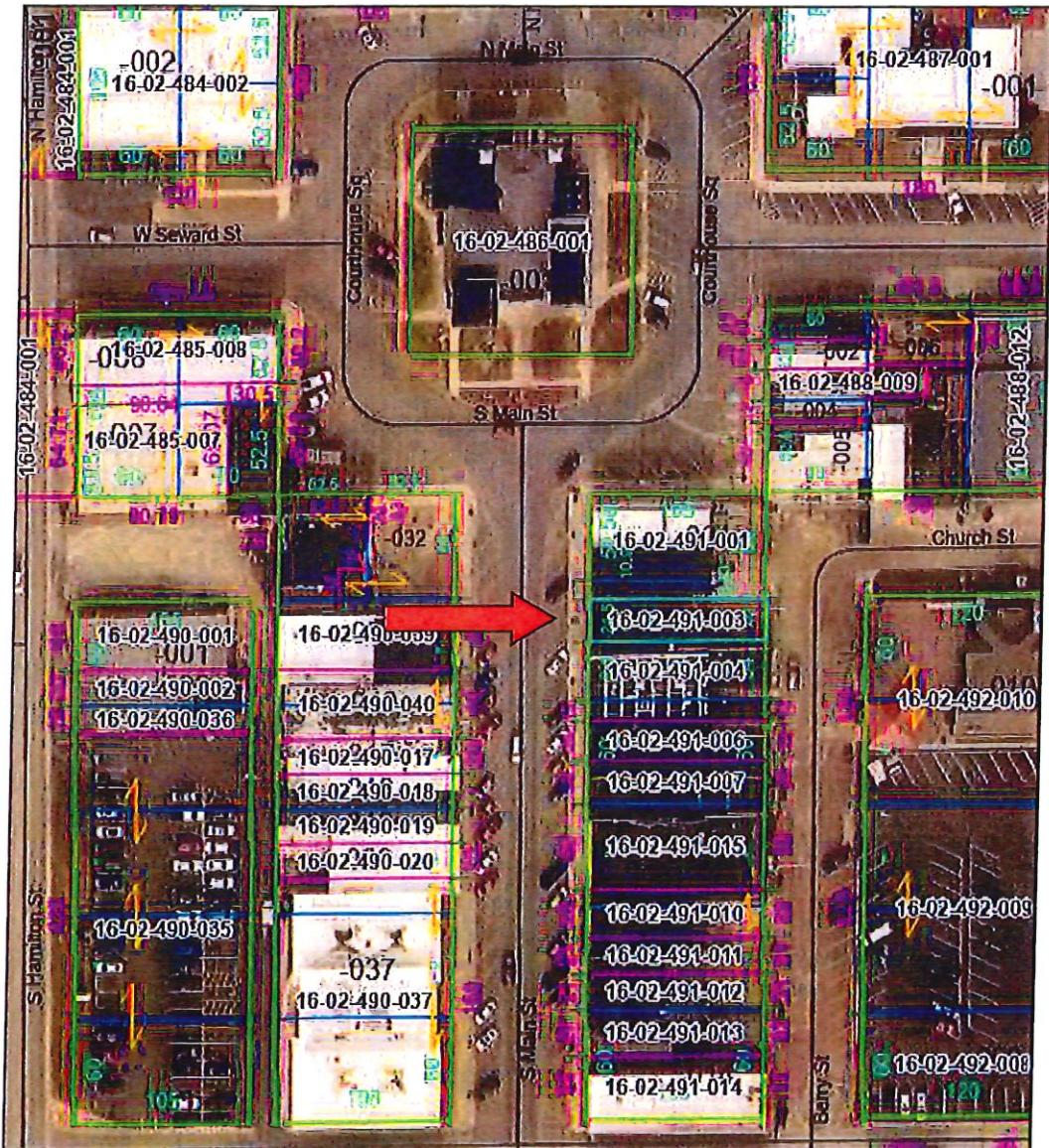
By: DeAnn Shankland Date: 1/22/2026

DeAnn Shankland, CEO

## APPENDIX A PROJECT LOCATION

Address:
209 S Main Street, Hillsboro, Illinois 62049
Montgomery County PIN(s):
16-02-491-003
Legal Description:
LOT 3 SUB DIV LOTS 41-42 & 47 ORIGINAL TOWN 8-4-1318 S T00 R

Property Location Map:



**EXHIBIT A**  
**ESTIMATED REDEVELOPMENT PROJECT COSTS**

<b>Work Item Description</b>	<b>Estimated Total Cost</b>	<b>Estimated TIF Eligible Cost</b>
Demolition	\$26,000	\$26,000
Brick & Concrete Work	\$40,000	\$40,000
Roof Repairs	\$22,000	\$22,000
Exterior Steps	\$25,000	\$25,000
Contingency	\$7,000	\$7,000
<b>Total All Components</b>	<b>\$120,000</b>	<b>\$120,000</b>

**EXHIBIT B**  
**PROJECT COST CERTIFICATION FORM**

**Project Address:** \_\_\_\_\_

**Developer Name:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

*\*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**

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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: \_\_\_\_\_