

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 6th 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 6th 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

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.

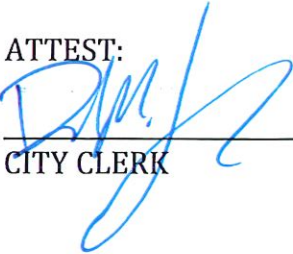
PASSED & APPROVED by the City Council of the City of Hillsboro, Illinois on the 20th day of January, 2026 on the following roll call vote:

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 20th day of January, 2026.



 MAYOR

ATTEST:


 CITY CLERK

{SEAL}



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

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):

Address	Montgomery County, IL PIN(s)
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 Approve Project Components.** The approved project components shall have been substantially completed in accordance with this Agreement, applicable laws, codes, and all City approvals.
- (b) **Approval of Cost Certification.** The Developer shall have submitted to the City a completed Cost Certification Form, together with supporting documentation, and such certification shall have been reviewed and approved by the City.
- (c) **Occupation and Commencement of Operations.** Occupation of the property and commencement of the provision of any contemplated services.
- (e) **No Default.** The Developer shall not be in default under this Agreement, and no event shall have occurred which, with notice or the passage of time, would constitute a default.
- (f) **No Liens or Encumbrances.** The Property shall be free of all liens, claims, or encumbrances other than mortgage(s) of record or other liens approved by the City in writing.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in **Exhibit C** (“Requests for Payment”). All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including

evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. It is the sole responsibility of the Developer to submit any all Requests for Payment at the time it believes all obligations of the Developer have been completed and payment may be eligible for disbursement in accordance with the terms of this Agreement.

4.2 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request for Payment without penalty.

4.2 Release of Payment. Within thirty (30) days of the City's approval of any Request for Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the TIF District. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.3 Payment Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District and from no other source. This Agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any payment or obligation identified herein. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

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

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending

and future payments shall immediately be forfeit by the Developer, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The occurrence of any one or more of the following shall constitute a default by the Developer under this Agreement (“Event of Default”):

- a) Failure to Timely Perform the Redevelopment Project: The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of performance.
- b) Failure to Commence 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 of Legal Compliance: The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.
- f) Abandonment or Unauthorized Transfer: The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.
- g) Insolvency or Bankruptcy: The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.
- h) Change in Property Tax Status: The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing by the City.
- i) Failure to Pay Property Taxes: The Developer fails to pay any real estate taxes or assessments levied against the Property when due, and such failure is not cured

within thirty (30) days after written notice from the City or other authorized entity.

- j) Failure to Cure After Notice: The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Continuing Obligations. The Developer's obligations to (i) maintain the Property, (ii) pay all real estate taxes and assessments when due, (iii) comply with applicable laws, codes, and regulations, and (iv) maintain insurance coverage as required herein, shall be continuing covenants and conditions for the entire duration of this Agreement and any incentive payment period. Failure to maintain any such continuing obligation shall constitute an Event of Default.

5.3 Remedies. Upon the occurrence of an Event of Default, and after providing written notice and an opportunity to cure in accordance with this Agreement, the City shall have the right to exercise any one or more of the following remedies, in addition to those available at law or in equity:

(a) Suspension of Payments.

The City may suspend any pending or future incentive payments otherwise due to the Developer until such time as the default is cured to the City's satisfaction.

(b) Termination of Agreement.

The City may terminate this Agreement by written notice to the Developer, whereupon all obligations of the City for any unpaid incentive payments shall immediately cease.

(c) Repayment of Disbursed Funds.

In the event the Developer's default occurs after receipt of one or more incentive payments, the City may require repayment of any or all amounts previously disbursed, together with interest thereon at the statutory judgment rate from the date of disbursement until repaid, if the City determines that such repayment is necessary to protect the integrity of public funds.

(d) Specific Performance or Injunctive Relief.

The City shall have the right to seek specific performance, injunctive relief, or any other equitable remedy to enforce compliance with the terms of this Agreement.

(e) Legal and Administrative Remedies.

The City may pursue any other remedies available under applicable law, including recovery of damages, costs of enforcement, and reasonable attorneys' fees incurred in connection with enforcing the terms of this Agreement.

5.4 Notice and Cure Procedure. In the event of any alleged default by the Developer, the City shall provide written notice to the Developer specifying in reasonable detail the nature of the default and the actions required to cure such default. The Developer shall have a period of thirty (30) days from receipt of such notice to cure the default, or, if the default is of a nature that cannot reasonably be cured within thirty (30) days, such additional period of time as may be reasonably necessary to complete the cure, provided that the Developer commences the cure within the initial thirty (30)-day period and diligently and continuously pursues the same to completion.

If the Developer fails to cure or commence curing the default within the applicable period, the City may immediately exercise any of the remedies set forth in Section 5.3 or otherwise available at law or in equity. The City shall have no obligation to provide additional notice or opportunity to cure prior to exercising its remedies in the event of a repeated or continuing default of the same nature previously noticed.

Notice shall be deemed given when delivered personally, deposited in the U.S. Mail by certified or registered mail (return receipt requested), or sent by recognized overnight courier service to the parties at their last known business addresses, or to such other address as may be designated by a party in writing.

5.5 Enforcement of Provisions. In the event of any default under this Agreement that results in either party taking action to enforce any provision hereof, the defaulting party shall be responsible for and shall reimburse the non-defaulting party upon demand for all reasonable costs and expenses incurred in connection with such enforcement, including reasonable attorneys' fees, expert fees, and court costs. This obligation shall survive the termination of this Agreement.

SECTION 6: 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: [Signature] Date: 1/21/26
City Clerk

"DEVELOPER"

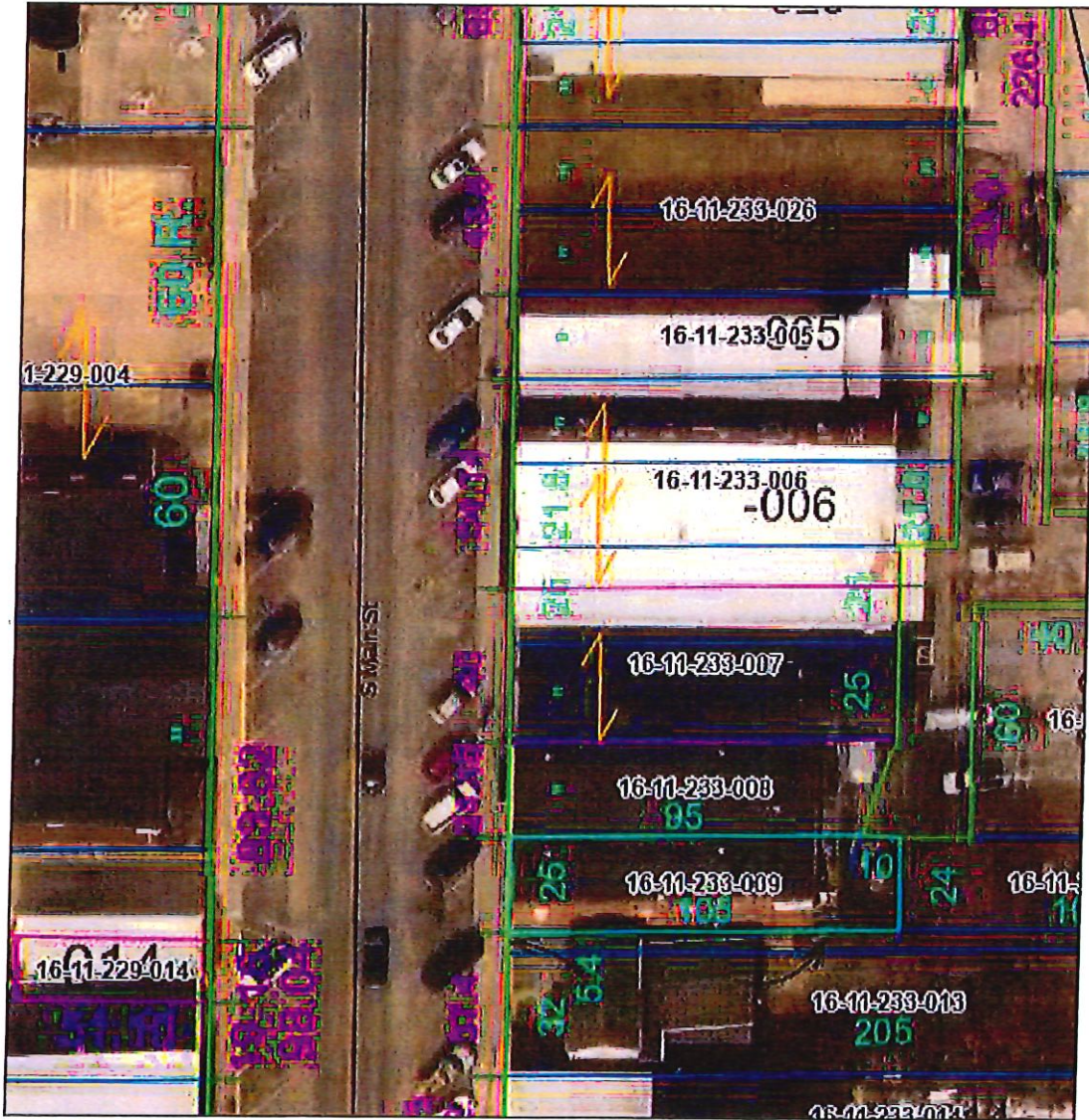
JOURNAL PRINTING CO., INC.

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**

ESTIMATED PROJECT COSTS			
Address	Work Item Description	Estimated Cost	Estimated TIF/BD Eligible
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
TOTAL		\$123,398	\$123,398

EXHIBIT C
REQUEST FOR REIMBURSEMENT PAYMENT

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

You are hereby requested and directed to make payment from the TIF Special Allocation Fund in accordance with the terms, conditions, and obligations pursuant to the below listed Redevelopment Project and associated Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Project Name: _____

Date of Completion: _____

Date of Submission of Project Cost Certification Form: _____

Requested Reimbursement Amount (\$/%): _____

Certification:

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

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date Reviewed: _____

Approved Payment Amount: \$ _____

Approved By: _____

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 20th 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 20th day of January, 2026.


MAYOR

ATTEST:


CITY CLERK

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.

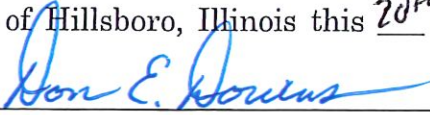
SECTION 8: If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

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

Adopted this 20th 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 20th day of January, 2026.



MAYOR

ATTEST:


CITY CLERK

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

THIS PURCHASE AGREEMENT ("Agreement") dated January 20th, 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. Dowers
Its Mayor

ATTEST:

By: DMK
City Clerk

BUYERS:

Gregory Cowell
Gregory Cowell

Marissa Cowell
Marissa Cowell

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.

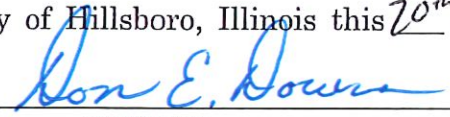
SECTION 8: If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

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

Adopted this 20th 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 20th day of January, 2026.


MAYOR

ATTEST:


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 20, 2026.
(insert date)

SELLER:

CITY OF HILLSBORO, ILLINOIS,
an Illinois municipal corporation

By: Don E. Downs
Its Mayor

ATTEST:

By: D.M.J.
City Clerk

BUYER:

Larry D. King
Larry D. King

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 $00^{\circ}47'09''$ 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 $48^{\circ}05'29''$ 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 $84^{\circ}47'22''$ 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 $66^{\circ}28'01''$ West, chord distance of 128.76 feet to an iron pin set; thence along said contour line of 605 feet, a chord bearing North $48^{\circ}35'15''$ 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 $00^{\circ}44'52''$ 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 $35^{\circ}25'31''$ 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 $33^{\circ}39'38''$ East, a chord distance of 76.88 feet to an iron pin set; thence South $89^{\circ}46'33''$ East, 287.62 feet to an iron pin found on the East line of the Fractional Northwest Quarter of said Section 18; thence South $00^{\circ}47'09''$ 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 20th 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 20th 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 Approve Project Components.** The approved project components shall have been substantially completed in accordance with this Agreement, applicable laws, codes, and all City approvals.
- (b) **Approval of Cost Certification.** The Developer shall have submitted to the City a completed Cost Certification Form, together with supporting documentation, and such certification shall have been reviewed and approved by the City.
- (c) **Occupation and Commencement of Operations.** Occupation of the property and commencement of the provision of any contemplated services.
- (e) **No Default.** The Developer shall not be in default under this Agreement, and no event shall have occurred which, with notice or the passage of time, would constitute a default.
- (f) **No Liens or Encumbrances.** The Property shall be free of all liens, claims, or encumbrances other than mortgage(s) of record or other liens approved by the City in writing.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in Exhibit C ("Requests for Payment"). All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. It is the sole responsibility of the Developer to submit any all Requests for Payment at the time it believes all obligations of the Developer have been completed and payment may be eligible for disbursement in accordance with the terms of this Agreement.

4.2 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request for Payment without penalty.

4.2 Release of Payment. Within thirty (30) days of the City's approval of any Request for Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the TIF District. Disbursement of payment in accordance with this Agreement will be in the form of a one-time lump sum grant payment and will only be eligible for disbursement upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.3 Payment Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District and from no other source. This Agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any payment or obligation identified herein. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

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

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The occurrence of any one or more of the following shall constitute a default by the Developer under this Agreement ("Event of Default"):

- a) Failure to Timely Perform the Redevelopment Project: The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of performance.
- b) Failure to Commence Commercial Activities: The Developer fails to commence or cause to be commenced, commercial activities on the Property within a reasonable time after Substantial Completion or ceases operations for a continuous period of more than three (3) months without prior written consent from the City.
- c) Misuse of Funds: The Developer uses any funds disbursed pursuant to this Agreement for purposes not authorized by this Agreement or provides false or materially misleading documentation in support of a payment or reimbursement request.
- d) Failure to Submit Required Documentation: The Developer fails to submit the required cost certification, lien waivers, permits, or other documentation required as conditions precedent to disbursement of funds.
- e) Failure to Maintain Insurance of Legal Compliance: The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.
- f) Abandonment or Unauthorized Transfer: The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.
- g) Insolvency or Bankruptcy: The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.
- h) Change in Property Tax Status: The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing

by the City.

- i) Failure to Pay Property Taxes: The Developer fails to pay any real estate taxes or assessments levied against the Property when due, and such failure is not cured within thirty (30) days after written notice from the City or other authorized entity.
- j) Failure to Cure After Notice: The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Continuing Obligations. The Developer's obligations to (i) maintain the Property, (ii) pay all real estate taxes and assessments when due, (iii) comply with applicable laws, codes, and regulations, and (iv) maintain insurance coverage as required herein, shall be continuing covenants and conditions for the entire duration of this Agreement and any incentive payment period. Failure to maintain any such continuing obligation shall constitute an Event of Default.

5.3 Remedies. Upon the occurrence of an Event of Default, and after providing written notice and an opportunity to cure in accordance with this Agreement, the City shall have the right to exercise any one or more of the following remedies, in addition to those available at law or in equity:

(a) Suspension of Payments.

The City may suspend any pending or future incentive payments otherwise due to the Developer until such time as the default is cured to the City's satisfaction.

(b) Termination of Agreement.

The City may terminate this Agreement by written notice to the Developer, whereupon all obligations of the City for any unpaid incentive payments shall immediately cease.

(c) Repayment of Disbursed Funds.

In the event the Developer's default occurs after receipt of one or more incentive payments, the City may require repayment of any or all amounts previously disbursed, together with interest thereon at the statutory judgment rate from the date of disbursement until repaid, if the City determines that such repayment is necessary to protect the integrity of public funds.

(d) Specific Performance or Injunctive Relief.

The City shall have the right to seek specific performance, injunctive relief, or any other equitable remedy to enforce compliance with the terms of this Agreement.

(e) Legal and Administrative Remedies.

The City may pursue any other remedies available under applicable law, including recovery of damages, costs of enforcement, and reasonable attorneys' fees incurred in connection with enforcing the terms of this Agreement.

5.4 Notice and Cure Procedure. In the event of any alleged default by the Developer, the City shall provide written notice to the Developer specifying in reasonable detail the nature of the default and the actions required to cure such default. The Developer shall have a period of thirty (30) days from receipt of such notice to cure the default, or, if the default is of a nature that cannot reasonably be cured within thirty (30) days, such additional period of time as may be reasonably necessary to complete the cure, provided that the Developer commences the cure within the initial thirty (30)-day period and diligently and continuously pursues the same to completion.

If the Developer fails to cure or commence curing the default within the applicable period, the City may immediately exercise any of the remedies set forth in Section 5.3 or otherwise available at law or in equity. The City shall have no obligation to provide additional notice or opportunity to cure prior to exercising its remedies in the event of a repeated or continuing default of the same nature previously noticed.

Notice shall be deemed given when delivered personally, deposited in the U.S. Mail by certified or registered mail (return receipt requested), or sent by recognized overnight courier service to the parties at their last known business addresses, or to such other address as may be designated by a party in writing.

5.5 Enforcement of Provisions. In the event of any default under this Agreement that results in either party taking action to enforce any provision hereof, the defaulting party shall be responsible for and shall reimburse the non-defaulting party upon demand for all reasonable costs and expenses incurred in connection with such enforcement, including reasonable attorneys' fees, expert fees, and court costs. This obligation shall survive the termination of this Agreement.

SECTION 6: 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: [Signature] Date: 1/20/26
City Clerk

"DEVELOPER"

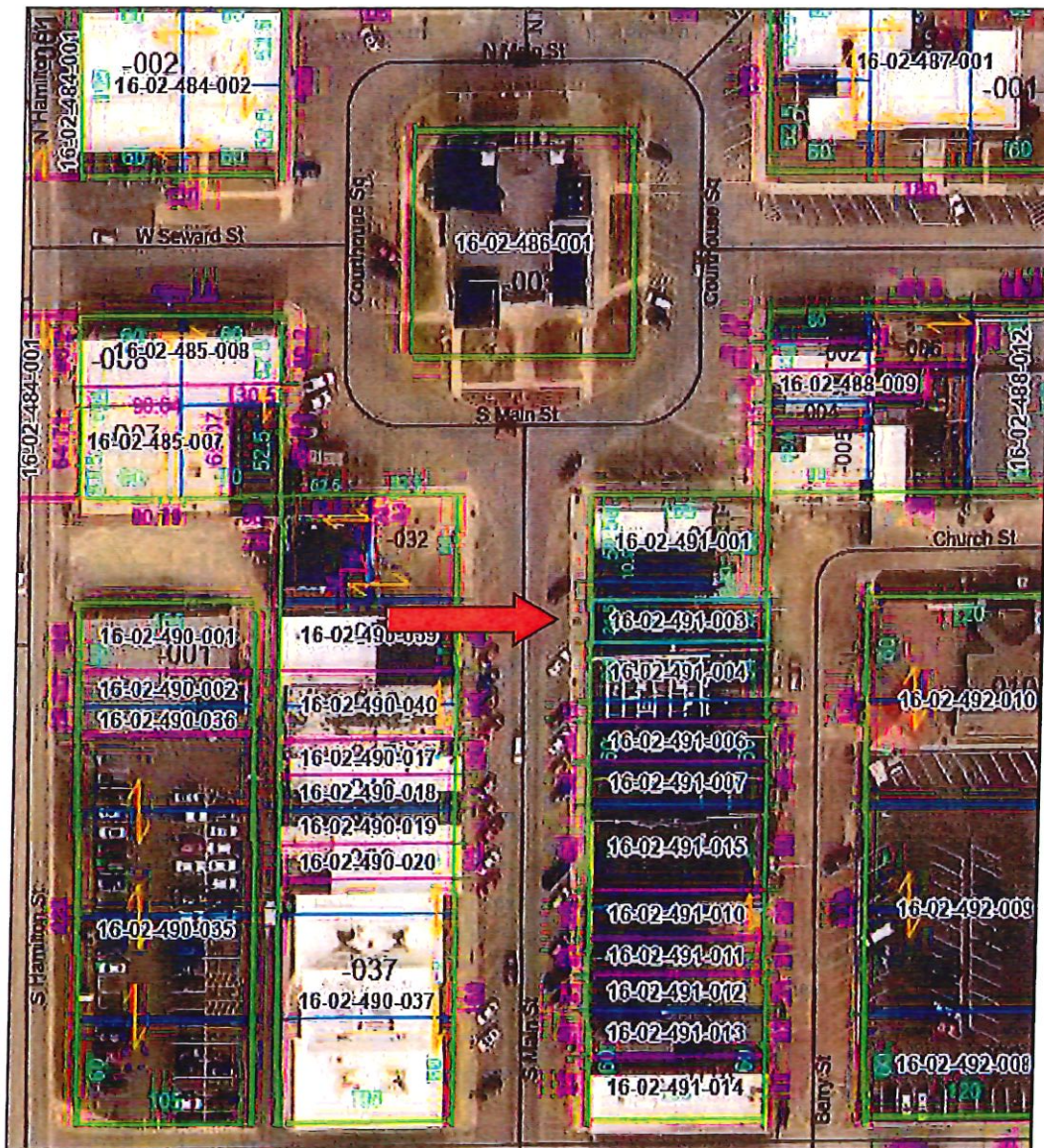
WOODY'S WINDOW TO THE WORLD, LLC

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**

Work Item Description	Estimated Total Cost	Estimated TIF Eligible Cost
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
Total All Components	\$120,000	\$120,000

EXHIBIT C
REQUEST FOR REIMBURSEMENT PAYMENT

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

You are hereby requested and directed to make payment from the TIF Special Allocation Fund in accordance with the terms, conditions, and obligations pursuant to the below listed Redevelopment Project and associated Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Project Name: _____

Date of Completion: _____

Date of Submission of Project Cost Certification Form: _____

Requested Reimbursement Amount (\$/%): _____

Certification:

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

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HILLSBORO, ILLINOIS

Date Reviewed: _____

Approved Payment Amount: \$ _____

Approved By: _____

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2026-07

A RESOLUTION AUTHORIZING AND APPROVING A PETITION TO BE FILED WITH THE ZONING BOARD OF APPEALS REQUESTING ITS RECOMMENDATION AS TO AMENDMENTS TO THE ZONING MAP

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, pursuant to Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, the City Council of the City (the “corporate authorities”) “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, on December 16, 2025, in accordance with its authority pursuant to Section 7-1-13 of the Illinois Municipal Code, 65 ILCS 5/7-1-13, the corporate authorities properly approved seven (7) ordinances annexing various unincorporated territories and parcels to the City; and

WHEREAS, said ordinances provided that each territory is zoned “R-1, Single Family Residence District” pursuant to Section 40-3-5 of the Revised Code of Ordinances of Hillsboro, Illinois (hereinafter, the “Code”); and

WHEREAS, Section 40-3-5 of the Code provides, in part, that “[a]ny territory hereafter annexed to the Municipality shall automatically be in the R-1, Single Family Residence District until duly changed by an amendment to this Code”; and

WHEREAS, pursuant to Section 11-13-19 of the Illinois Municipal Code, 65 ILCS 5/11-13-19, the corporate authorities shall cause to be published, no later than the thirty-first (31st) day of March of each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations, and classifications of such municipality for the preceding year if there were any changes in zoning uses, divisions, restrictions, regulations, and classifications; and

WHEREAS, Section 40-3-3 and Section 40-9-1(F) of the Code contain provisions similar to Section 11-13-19 of the Illinois Municipal Code; and

WHEREAS, Section 40-10-30 of the Code provides that “[t]he City Council may amend this [Zoning] Code in accordance with State law and the provisions of this Section”, that “[p]roposed alterations of district boundaries * * * shall be deemed

proposed amendments”; and that “[a]mendments [to the Zoning Code] may be proposed by the City Council”; and

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

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

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

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

WHEREAS, the corporate authorities have determined that it is appropriate and in the best interests of the City and its residents to petition the Zoning Board of Appeals to consider and make recommendations regarding the proper zoning classifications of the parcels that were annexed on December 16, 2025, as described hereinbelow;

WHEREAS, the City’s Zoning Administrator has considered the proper zoning classifications of the parcels that were annexed on December 16, 2025, and the corporate authorities have been presented with the Zoning Administrator’s recommendations; and

WHEREAS, the corporate authorities find that the Zoning Administrator’s recommendation for the parcels identified by P.I.N. 16-01-457-009 and P.I.N. 16-01-456-016, which were included in Ordinance No. 1848-D, to be reclassified from “R-1, Single Family Residence District” to “I-1, Industrial (Manufacturing)” is reasonable and would avoid spot zoning and incompatible buffers; and

WHEREAS, the corporate authorities find that the Zoning Administrator’s recommendation for the remainder of the parcels annexed pursuant to Ordinance No. 1848-D to be reclassified from “R-1, Single Family Residence District” to “R-2, General Residence” is reasonable and would provide for consistency and uniformity in that such reclassification would avoid spot zoning and be consistent with the zoning classification to the south and the east of those parcels; and

WHEREAS, the corporate authorities find that the Zoning Administrator’s recommendation for the parcel identified by P.I.N. 16-01-401-002, which was included in Ordinance No. 1848-E, to be reclassified from “R-1, Single Family Residence

District” to “R-2, General Residence” is reasonable and would provide for consistency and uniformity in that such reclassification would avoid spot zoning and be consistent with the zoning classification surrounding said parcel.

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

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

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

A. Amending the zoning classification of the parcels identified by P.I.N. 16-01-457-009 and P.I.N. 16-01-456-016, which were included in Ordinance No. 1848-D, from “R-1, Single Family Residence District” to “I-1, Industrial (Manufacturing)”.

B. Amending the zoning classification of the remaining parcels included in Ordinance No. 1848-D from “R-1, Single Family Residence District” to “R-2, General Residence”.


C. Amending the zoning classification of the parcel identified by P.I.N. 16-01-401-002, which was included in Ordinance No. 1848-E, from “R-1, Single Family Residence District” to “R-2, General Residence”.

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

Adopted this 3rd day of February, 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 3rd day of February, 2026.



MAYOR

ATTEST:



CITY CLERK

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2026-08

A RESOLUTION CONSENTING TO ASSIGNMENT OF A LEASE (210 LANDS END ROAD)

WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted a "CITY'S CONSENT TO ASSIGNMENT" (the "Consent") with regard to a Lake Glenn Shoals Lease of real estate in the Lakewood Estate Subdivision to Derek A. Davidson and Taylor Paige Davidson, as joint tenants, namely part of Lot 59, Lot 60, and part of Lot 61, commonly known as 210 Lands End Road (P.I.N. 11-25-451-015).

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

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

SECTION 2: That, for and on behalf of the City, the Mayor is hereby authorized to approve the said Consent, and the City Clerk is hereby authorized to attest to the same.

PASSED by the City Council of the City of Hillsboro, Illinois, this 6th day of February, 2026, as follows:

Ayes:	<u>4</u>
Nays:	<u>0</u>
Present:	<u>0</u>
Abstain/Absent:	<u>1</u>

APPROVED by the Mayor of the City of Hillsboro, Illinois this 6th day of February, 2026.

Don E. Douens
MAYOR

ATTEST:
[Signature]
CITY CLERK

Community Title
L260102

ASSIGNMENT OF LAKESHORE LEASE

For value received, the undersigned, Christian Thomas Floerchinger and Jennifer Floerchinger, a married couple, hereby ASSIGN to Derek A. Davidson and Taylor Paige Davidson, husband and wife, as joint tenants with the right of survivorship and not as tenants in common or as tenants by the entirety, to take effect as of the 6th day of February, 2026, all right, title and interest as Custodian in and to certain Leases originally made by the City of Hillsboro, Illinois, to:

(A) Original "Lessors" City of Hillsboro entered into a Lake Glen Shoals Lease dated May, 11, 1989 and recorded May 11, 1989 in Misc. Book 158 Page 199 as Document No. 313022 made by Earl C. Seltzer and Mary L. Seltzer to Doyet L. Davis. Assignment of Lakeshore Lease dated February 28, 1990 and recorded February 28, 1990 in Misc. Book 159 Page 659 as Document No. 317256 to Roger A. Brooks and Phyllis A. Brooks, husband and wife. Assignment of Lakeshore Lease dated November 13, 1992 and recorded November 30, 1992 in Book 8 Page 83 as Document No. 334005 to Loren Dean Huddleston and Jeanette Huddleston, husband and wife. Assignment of Lakeshore Lease dated December 30, 1992 and recorded January 5, 1993 in Book 85 Page 130 as Document No. 334601 to Harold Gene Markos and Juanita E. Markos, husband and wife, as joint tenants and not as tenants in common. Assignment of Lakeshore Lease dated December 15, 2004 and recorded January 31, 2005 in Book 1048 Page 103 as Document No. 200500024090 to Harold Gene Markos and Juanita E. Markos, Trustees, of the Harold Gene Markos and Juanita Markos Living Trust, dated September 28, 2004. Assignment of Lakeshore Lease dated February 19, 2021 and recorded February 26, 2021 as Document No. 202100000721 to Christian Thomas Floerchinger, a married man. Extension of Lakeshore Lease dated February 19, 2021 and recorded February 26, 2021 as Document No. 202100000722. (affects Lot 59)

Original "Lessors" City of Hillsboro entered into a Lake Glen Shoals Lease dated December 29, 1988 and recorded January 18, 1989 in Misc. Book 157 Page 510 as Document No. 311462 made by Earl C. Seltzer and Mary L. Seltzer to Doyet L. Davis. Assignment of Lakeshore Lease dated September 6, 1989 and recorded September 7, 1989 in Misc. Book 158 Page 593 as Document No. 314593 to Loren Dean Huddleston and Jeanette Huddleston, husband and wife. Assignment of Lakeshore Lease dated December 30, 1992 and recorded January 5, 1993 in Book 85 Page 130 as Document No. 334601 to Harold Gene Markos and Juanita E. Markos, husband and wife, as joint tenants and not as tenants in common. Assignment of Lakeshore Lease dated December 15, 2004 and recorded January 31, 2005 in Book 1048 Page 103 as Document No. 200500024090 to Harold Gene Markos and Juanita E. Markos, Trustees, of the Harold Gene Markos and Juanita Markos Living Trust, dated September 28, 2004. Assignment of Lakeshore Lease dated February 19, 2021 and recorded February 26, 2021 as Document No. 202100000721 to Christian Thomas Floerchinger, a married man. Extension of Lakeshore Lease dated February 19, 2021 and recorded February 26, 2021 as Document No. 202100000722. ((affects Lot 60))

(C) Original "Lessors" City of Hillsboro entered into a Lake Glen Shoals Lease dated May 16, 1990 and recorded May 16, 1990 in Misc. Book 160 Page 381 as Document No. 318520 made by Earl C. Seltzer and Mary L. Seltzer to Doyet L. Davis. Assignment of Lakeshore Lease dated May 16, 1990 and recorded May 24, 1990 in Misc. Book 160 Page 408 as Document No. 318653 to Charles W. Goad and Judy Goad, husband and wife. Assignment of Lakeshore Lease dated June 11, 1991 and recorded June 11, 1991 in Book 14 Page 195 as Document No. 324129 to Charles W. Goad and Judy Goad, husband and wife, in joint tenancy and not as tenants in common. Assignment of Lakeshore Lease dated February 10, 1995 and recorded February 16, 1995 in Book 185 Page 13 as Document No. 347898 to Harold Gene Markos and Juanita E. Markos, husband and wife, as joint tenants and not as tenants in common. Assignment of Lakeshore Lease dated December 15, 2004 and recorded January 31, 2005 in Book 1048 Page 103 as Document No. 200500024090 to Harold Gene Markos and Juanita E. Markos, Trustees, of the Harold Gene Markos and Juanita Markos Living Trust, dated September 28, 2004. Assignment of Lakeshore Lease dated February 19, 2021 and recorded February 26, 2021 as Document No. 202100000721 to Christian Thomas Floerchinger, a married man. Extension of Lakeshore Lease dated February 19, 2021 and recorded February 26, 2021 as Document No. 202100000722. (affects Lot 61)

The aforementioned Leases pertain to the following described real estate:

Parcel 1:

Lot 60 in Lakewood Estates Subdivision II, being a part of the Northwest Quarter of the Southeast Quarter and part of the East half of the Southwest Quarter of lake lands in Section 25, Township 9 North, Range 4 West of the Third Principal Meridian; EXCEPTING therefrom two (2) tracts described as follows: Beginning at the Northeast corner of Lot 60, running on a curve have a radius to 125 feet on an arc distance of 32.32 feet; thence South 87 degrees 22 minutes 21 seconds West for 63.36 feet to the North line of lot 60; thence North 60 degrees 56 minutes 43 seconds

East along the north line of lot 60 for 72.45 feet to the point of beginning; also beginning at the northwest corner of Lot 60, running thence North 74 degrees 56 minutes 40 seconds East along the north line of Lot 60 for 107.56 feet; thence South 53 degrees 23 minutes 17 seconds West for 106.22 feet to the West line of lot 60; thence North 27 degrees 43 minutes 08 seconds West along said West line for 40.00 feet to the point of beginning, situated in the City of Hillsboro, Montgomery County, Illinois. Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Parcel 2:

A part of Lot 59 in Lakewood Estates Subdivision II, being a part of the Northwest Quarter of the Southeast Quarter and part of the East half of the Southwest Quarter of Lake Lands in Section 25, Township 9 North, Range 4 West of the Third Principal Meridian, described as follows: Beginning on the South line of Lot 59 and 72.45 feet Westerly of the Southeast corner of Lot 59, running thence South 60 degrees 56 minutes 43 seconds West along said South line of lot 59 for 147.55 feet; thence North 21 degrees 09 minutes 34 seconds East for 71.76 feet; thence North 87 degrees 22 minutes 21 seconds East for 103.19 feet to the point of beginning, situated in the City of Hillsboro, Montgomery County, Illinois. Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Parcel 3:

A part of lot 61 in Lakewood Estate Subdivision II, a part of the Northwest Quarter of the Southeast Quarter and a part of the East half of the Southwest Quarter in Section 25, Township 9 North, Range 4 West of the Third Principal Meridian, described as follows: Beginning at the Northeasterly corner of Lot 61, running along a curve of left on said Lot line, having a radius of 198.33 feet on a chord bearing South 13 degrees 10 minutes 01 second West for 33.03 feet; thence South 74 degrees 58 minutes 04 seconds West for 86.15 feet; thence South 63 degrees 21 minutes 57 seconds West for 84.87 feet to a point on the Northwesterly line of said lot 61; thence North 60 degrees 56 minutes 43 seconds East along said northwesterly line for 190.57 feet to the point of beginning, situated in the City of Hillsboro and County of Montgomery and State of Illinois. Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

NOTE FOR INFORMATION:

PPN: 11-25-451-015

Property Address: 210 Lands End Road, Hillsboro, IL 62049

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **Derek A. Davidson and Taylor Paige Davidson**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2026.

Notary Public

CITY'S CONSENT TO ASSIGNMENT

The above named assignees hereby represented to be persons of good reputation and character, the undersigned City hereby consents to the assignment of the within described lease to said **Derek A. Davidson and Taylor Paige Davidson, husband and wife, as joint tenants with the right of survivorship**, and hereby relieves the assignor of all future accruing obligations of this lease, on the expressed condition that no further assignment of said lease or subletting of the premises, or any part thereof, be hereafter made without the written consent of the City thereto being first obtained.

Signed, sealed and dated in duplicate this 6th day of February, 2026.

City of Hillsboro, Illinois

By: 


City Clerk

And _____
Contracting Officer

Future Taxes To:

Derek A. Davidson and Taylor Paige Davidson

Return to:

Community Title II, L.P.
520 W. Union Avenue
Litchfield, IL 62056

This Document Prepared By:

Doreen Miller, Attorney
CTE Law PLLC
2600 State Street, Suite D
Alton, IL 62002



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number (2026-09), and Section Number (23-00001-00-PV)

BE IT RESOLVED, by the Council of Hillsboro of Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: W. Fairgrounds Avenue, 0.21, Ch-11 Extension, 0.74, 0.95

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Reconstruction -W. Fairground - South Oak St to IL 127 -- MFT Match

2. That there is hereby appropriated the sum of Seven thousand and seven hundred dollars and eighty six Dollars (\$7,786.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, David Jenkins City Clerk in and for said City

of Hillsboro in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Hillsboro at a meeting held on February 17, 2026

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of February 2026

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature] 2/17/26

Approved

Regional Engineer Signature & Date Department of Transportation



Local Public Agency Hillsboro	Type City	County Montgomery	Section Number 23-00001-00-PV
----------------------------------	--------------	----------------------	----------------------------------

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering	\$7,786.00	
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$7,786.00	

Comments

Local Public Agency Official Signature & Date

Don E. Downs 2/17/2026

Title

Mayor

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By

Date



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Hillsboro	Montgomery	23-00001-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	N/A	N/A

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
P-96-004-24	V46W(377)				

Reason for modification of original Agreement

The original JFA didn't encompass the Original PE fee that was executed

This amended Agreement, hereinafter referred to as "Amendment" is made and entered to in between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The LPA and STATE agree to revise the original Agreement by execution of this Amendment.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
W. Fairgrounds Ave	CH-11 Extension	0.21	0.74	0.95

Location Termini

S. Oak St to IL 127 (Vandalia Road)

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Hillsboro	N/A	Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation Signature & Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets Signature & Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer Signature & Date

Michael Prater, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

SECTION 23-00001-00-PV
 COUNTY MONTGOMERY
 CONTRACT NO. C-9X-XXX-XX

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

PROJECT NO. 23-00001-00-PV
 COUNTY MONTGOMERY
 CONTRACT NO. C-9X-XXX-XX

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

**PROPOSED
 HIGHWAY PLANS**

**CH ROUTE 11 (FAIRGROUND AVE)
 SECTION 23-00001-00-PV
 W FAIRGROUND AVENUE IMPROVEMENTS
 RECONSTRUCTION
 MONTGOMERY COUNTY**

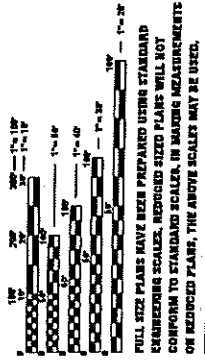
C-9X-XXX-XX

INDEX OF SHEETS

- 1 COVER SHEET
- 2 GENERAL NOTES & COMMITMENTS
- 3 SUMMARY OF QUANTITIES
- 4 TYPICAL SECTIONS
- 5 SCHEDULE OF QUANTITIES
- 6-8 REMOVAL PLAN
- 9-11 ROADWAY PLAN
- 12-14 PAVEMENT MARKING PLAN
- 15 CURB RAMP DETAILS
- 16 MISCELLANEOUS DETAILS

HIGHWAY STANDARDS

- 00001-06 STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
- 42001-10 PAVEMENT JOINTS
- 42401-11 PERPENDICULAR CURB RAMP FOR SIDEWALKS
- 42402-06 DEPRESSED CORNER FOR SIDEWALKS
- 42424-09 ENTRANCE/ALLEY PEDESTRIAN CROSSINGS
- 60601-08 CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
- 701301-04 LANE CLOSURE 2L, 2W, SHORT TIME OPERATIONS
- 701501-06 URBAN LANE CLOSURE 2L, 2W, UNDIVIDED
- 701801-06 SIDEWALK, CORNER OF CROSSWALK CLOSURE
- 701901-00 TRAFFIC CONTROL DEVICES



J.E.L.L.E.
 JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
 1-800-882-0123
 DR 811

PROJECT ENGINEER _____
 PROJECT MANAGER _____

CONTRACT NO. _____

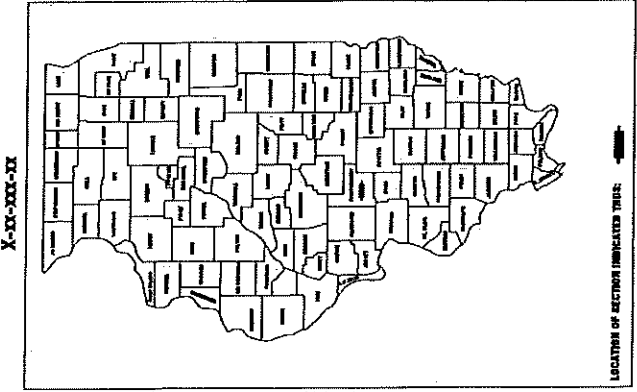
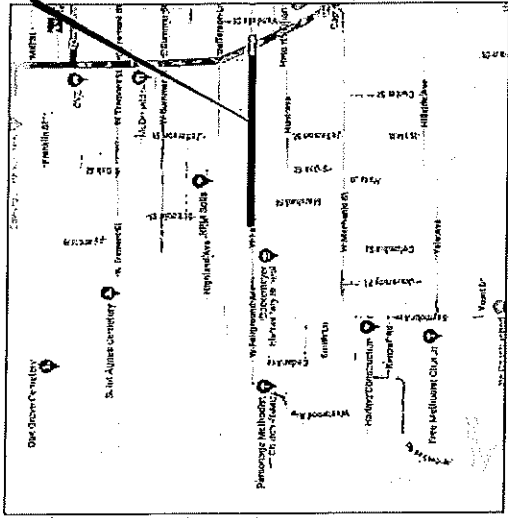
STATE OF ILLINOIS

**DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS**

**PROPOSED
 HIGHWAY PLANS**

**CH ROUTE 11 (FAIRGROUND AVE)
 SECTION 23-00001-00-PV
 W FAIRGROUND AVENUE IMPROVEMENTS
 RECONSTRUCTION
 MONTGOMERY COUNTY**

C-9X-XXX-XX



STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 SUBMITTED _____ 2024
 DEPUTY DIRECTOR OF HIGHWAYS, REGIONAL ENGINEER _____ 2024
 ENGINEER OF DESIGN AND PROCUREMENT _____ 2024
 DIVISION OF HIGHWAYS, CHIEF ENGINEER _____

**PRINTED BY THE AUTHORITY
 OF THE STATE OF ILLINOIS**

SCHEDULE NUMBER 2

Local Public Agency City of Hillsboro	County Montgomery	Section Number 23-00001-00-PV
Construction Job Number P-96-004-24	Engineering Job Number V46W(377)	Project Number
Project Number V46W(377)	Project Number 	Project Number

ORIGINAL DIVISION OF COST (ODC)

Type of Work	Federal Funds		State Funds		Local Public Agency Funds		Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
Preliminary Engineering	STU	\$72,000.00	80%		Local	\$18,000.00	20%
ODC Federal Funds		\$72,000.00	ODC State Funds		ODC LPA Funds	\$18,000.00	Total
							\$90,000.00

AMENDMENT #

Type of Work	Federal Funds		State Funds		Local Public Agency Funds		Work Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
Preliminary Engineering	STU	\$31,140.00	80%		Local	\$7,786.00	20%
Federal Funds Amendment # 1		\$31,140.00	State Funds Amendment #		LPA Funds Amendment # 1	\$7,786.00	Total
Add Amendment			Remove Amendment				\$38,926.00

Total Federal Funds	\$103,140.00	Total State Funds		Total LPA Funds	\$25,786.00	TOTAL	\$128,926.00
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CUMULATIVE DIVISION OF COST (CDC)

Type of Work	Federal Funds		State Funds		Local Public Agency Funds		Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
Preliminary Engineering	STU	\$103,140.00	80%		Local	\$25,786.00	20%
CDC Federal Funds		\$103,140.00	CDC State Funds		CDC LPA Funds	\$25,786.00	Total
							\$128,926.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2026-10

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT AND RECOGNITION

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, on February 3, 2026, the City Council (the "corporate authorities") of the City approved Ordinance No. 1851, entitled, "An Ordinance Creating and Establishing a Policy for Recognition and Naming of City Facilities"; and

WHEREAS, there has been presented to and there is now before the meeting of the corporate authorities at which this Resolution is adopted a "Sponsorship Agreement Between the City of Hillsboro and Constitution Bank, NA" (the "Agreement") with regard to the new municipal swimming pool at related improvements at the City's Sports Complex; and

WHEREAS, the corporate authorities have considered all relevant factors outlined in Ordinance No. 1851; and

WHEREAS, the corporate authorities find that the Agreement should be approved.

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

SECTION 1: That the Agreement is hereby approved.

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

PASSED by the City Council of the City of Hillsboro, Illinois, this 7th day of April, 2026, as follows:

Ayes:	<u>3</u>
Nays:	<u>0</u>
Present:	<u>0</u>
Abstain/Absent:	<u>2</u>

APPROVED by the Mayor of the City of Hillsboro, Illinois this 7th day of April, 2026.

Don E. Rowens
MAYOR

ATTEST:

D.M.K.
CITY CLERK

Sponsorship Agreement

Between

The City of Hillsboro and Constitution Bank, NA

This Sponsorship Agreement ("Agreement") is made this 7th day of April, 2026, between Constitution Bank, NA, or assigns (hereinafter referred to as "the Bank"), and The City of Hillsboro, Illinois, an Illinois municipal corporation existing and organized under the laws of the State of Illinois (hereinafter referred to as "the City"). The Bank and the City are herein referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City has authorized the construction, operation, and maintenance of a new municipal swimming pool and related improvements at the Hillsboro Sports Complex (the "Pool"), which is anticipated to open on, approximately, July 1, 2026; and

WHEREAS, the Bank desires to make a philanthropic contribution to the City to support the construction, equipping, and maintenance of the Pool, subject to the terms of this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the City's policy for recognition and naming of City facilities, in which the City will recognize the Bank's philanthropic contribution to the Pool.

NOW THEREFORE, the Parties agree as follows:

1. **Commitment.** The Bank hereby pledges a payment of One Hundred Thousand US Dollars (\$100,000.00) ("the Gift"), which is designated for sponsorship, as defined in the City's policy for recognition and naming of City facilities, including the naming of the Pool as the "Constitution Bank Aquatic Center" (hereinafter, the "Center"), as provided for therein.
2. **Sponsorship; Naming.** In recognition and consideration of payment of the Gift, the Parties hereby agree to the Bank's exclusive naming rights to City's Pool. The Parties agree that said municipal Pool shall be named the "**Constitution Bank Community Aquatic Center**", including any additions or expansions of the existing plans, subject to any changes which may be mutually agreed upon in writing by the Parties. The Center will continue to be so named for the Term (hereinafter defined) of this Agreement, unless the Bank renames the Center in the manner provided in this Agreement, subject to and requiring advance written consent by the City as authorized by the Hillsboro City Council, or until this Agreement is terminated in accordance with the provisions of this Agreement. If the uses or operations of the Center change, such changes shall not affect the naming rights without the Bank's prior written approval. The Bank's sponsorship and this Agreement for naming rights is intangible in nature and does not convey any leasehold, property, possessory, or ownership interest in the Center or its facilities. The City shall retain full ownership, control, and operational authority with regard to the Center.

3. **Purpose.** It is understood and agreed that the Gift will be used solely for the following purpose or purposes: To improve the Center and assist in construction and development of the Center or to improve or construct projects complementing the Center. If, for any reason, the plans for the Center are changed in a significantly meaningful way that frustrates the Parties' intent or is inconsistent with the Parties' mutual understandings, measured at the time this Agreement is made, or if the opening of the Center is cancelled or delayed for a period greater than 24 months after the date of this Agreement, the City shall reimburse the Bank for any and all Gift funds contributed pursuant to this Agreement within 3 months of a written request from the Bank to the City.
4. **Payment.** The Gift will be paid in full on or before May 15, 2026. Payment shall be submitted to the City of Hillsboro, Illinois.
5. **Intent.** It is the agreement of the parties and the intention of the Bank that the payment of the Gift provided for herein shall constitute the Bank's binding obligation and shall be enforceable at law and equity. The Bank acknowledges that the City has substantially relied, and shall continue to rely, on the Bank's Gift payment being fully satisfied as set forth herein. The Bank acknowledges that the City has committed substantial resources and will continue to commit other resources toward the operations of and improvements to the Center.
6. **Recognition by the City and Consideration.** To honor the Bank, and to express the appreciation of the City for the Bank's Gift and sponsorship, publicity in the form of news announcements, both internal and external, will be made with the permission of the Bank. The parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases, or other public disclosures related to this Agreement. The City shall have the right to use, reproduce, exhibit, and publish in whole or in part, including in brochures, website postings, social media, informational and marketing materials, and reports and publications the City generates, the name and likeness of the Bank and its representatives, as may be mutually agreed upon by the Parties, in photographic, audiovisual, digital, print, or any other medium.
7. **Term.** The term of this Agreement will be twenty-five (25) years commencing on the official opening date of the Center (hereinafter, "the Term"), unless earlier terminated or extended by mutual written agreement of the parties. The official opening date shall be established as the date of the first paid admission to the Center. At the end of the Term, the rights and privileges granted under this Agreement shall immediately terminate, and the Bank shall be responsible for all costs associated with removing the Bank's name and/or related signage and labeling from the Center. Any and all property belonging to the Bank that may be found on the premises of the Center after termination or expiration of the Agreement, and which is not timely removed by the Bank, may be handled, removed, or stored by the City at the risk and expense of the Bank.
8. **City Termination for Convenience.** The City may, without reason or without cause, terminate this Agreement at any time. The City shall notify the Bank in writing at least one hundred and twenty (120) days prior to the termination date if it decides to terminate the Agreement pursuant to this Section 8. In the event termination for convenience is effected by the City, the City will

return to the Bank a pro rata portion of the Gift paid to the City. Upon the effective date of a termination notice pursuant to this Section 8, the Bank shall remove its equipment and property, if any, from the Center, and the City shall, at the City's expense, remove the Bank's name and/or related signage and labeling from the Center.

9. **Signage.** In addition to the Gift, the Bank will provide funding for the manufacture and installation of all signage bearing the Center's name at the Center. Design, size, and placement of the signage will be mutually agreed upon by the Bank and the City. Signage may be updated and/or replaced as deemed necessary by the Bank and at the Bank's expense throughout the Term with the City's approval.
10. **Modification of Naming.** In the event "Constitution Bank" ceases to exist due to merger, acquisition, bankruptcy liquidation, or other event, including re-branding, the naming rights hereunder will be terminated without refund or reimbursement of any portion of the Gift, but representatives of the Bank may propose that the City re-name the Center in a fashion and style similar to the previous name to reflect the new name, and the Bank's successor or the Bank as re-branded shall have a right of first refusal for the sponsorship and naming of the Center, subject to approval of a new sponsorship agreement by the Hillsboro City Council. If the Center is permanently closed, deconstructed, or destroyed and not replaced prior to the end of the Term, then the naming rights under this Agreement will cease, and the City will return to the Bank a pro rata portion of the Gift paid to the City.
11. **Other Sponsorships.** Except as stated herein, the City may enter into a separate sponsorship agreement concerning the naming rights for any portion of the Center, other than the municipal pool itself, or for any event at the Center, with any business, entity, group, or persons. The City represents and warrants that no sponsorship agreements exist as of the execution of this Agreement that would violate the terms of this Agreement.
12. **Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally:

To the Bank:
Constitution Bank, NA
Attn: CEO
230 S. Main Street
Hillsboro, IL 62049

To the City:
City of Hillsboro
Attn: Mayor
447 S. Main Street
Hillsboro, IL 62049

13. **Assignment.** Except as stated in this Agreement, this Agreement and the rights and benefits hereunder may not be assigned by either Party without the prior written consent of the other Party, which consent shall be in the sole and absolute discretion of the non-assigning Party.
14. **Amendment.** By mutual consent of the City and the Bank, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions, or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
15. **Waiver.** Any waiver of any term, condition, or provision of this Agreement shall not constitute a waiver of any other term, condition, or provision hereof, nor will a waiver of any breach of any term, condition, or provision constitute a waiver of enforcing any subsequent or succeeding breach.
16. **Acceptance/Entire Agreement.** This Agreement is contingent upon acceptance by the Hillsboro City Council and contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois, including the Illinois Freedom of Information Act. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.
17. **Severability.** In the event that any paragraph or provision of this Agreement is held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions; and to the extent that any paragraph or provision is rendered unenforceable because it is overly broad, that paragraph or provision shall be limited to the extent required by applicable law and enforced as so limited.
18. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceedings brought in connection with disputes arising out of or relating to this Agreement will be filed and heard in Montgomery County, Illinois, and each party waives any

objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

In witness whereof, the parties to this Agreement have affixed their signatures:

BANK

CITY OF HILLSBORO, ILLINOIS

By: _____

By: _____

Misty Borrowman, CEO
Constitution Bank, NA

Don Downs, Mayor
City of Hillsboro, Illinois

Attest: _____

David Jenkins, City Clerk
City of Hillsboro, Illinois

RESOLUTION NO.:2026-11

DATE: March 24, 2026

Whereas, the current electric municipal aggregation program to all residential and qualified small businesses will expire in July 2026; and

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

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

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

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

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

Mayor:

Don E. Douens

Attest: City Clerk

R.M.J.

MOTION: Justison

SECOND: Wright

VOTING: Ayes 3

Nays 0

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2026-12

A RESOLUTION APPROVING A FAÇADE IMPROVEMENT
GRANT APPLICATION FROM HILLSBORO JOURNAL, INC. FOR WORK TO BE
COMPLETED AT 425 S. MAIN ST.

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by Hillsboro Journal, Inc. for work to be completed at 425 South Main Street in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

Adopted this 24th day of March, 2026, by roll call votes as follows:

AYE: 3
NAY: 0
ABSENT: 2
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 24th day of March, 2026.

Don E. Rowens
MAYOR

ATTEST:
D.M.K.
CITY CLERK



Exhibit A

Façade Improvement Grant Application and Agreement

CITY OF HILLSBORO

Façade Improvement Grant Application

Please completely fill out this application and return it to the City of Hillsboro with the items listed in the checklist on the following.

Applicant Information

Company/Organization Name Hillsboro Journal, Inc.
 Business Form: Corporation Partnership Sole Proprietorship Other
 Contact Person/Title John M. Galer/Corporation President
 Contact Mailing Address P.O. Box 100, 431 S. Main, Hillsboro
 Contact Phone Number 217-710-7319 Contact Email jmgaler@yahoo.com

Property Information

Property Classification:
 Commercial: Residential: Industrial: Other: (explain)
 Parcel ID Numbers of Project Location: 16-11-233-007
 Physical Address of Proposed Project: 425 S. Main St., Hillsboro

Project Information

Estimated Total Project Cost: \$ 4,250⁰⁰

Proposed Improvement(s) - Check all that apply

<input type="checkbox"/> Brick Cleaning	<input checked="" type="checkbox"/> Exterior Doors	<input type="checkbox"/> Streetscape Elements
<input type="checkbox"/> Tuck Pointing	<input type="checkbox"/> Windows and Window Frames	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Painting	<input type="checkbox"/> Shutters and Awnings	<input type="checkbox"/> Stairs, Porches, Railings
<input checked="" type="checkbox"/> Wall Façade Repair & Treatment	<input type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Roofs visible from the Street
<input type="checkbox"/> Original Architectural Features (repair or replacement)	<input type="checkbox"/> Signage Repair or Replacement	<input type="checkbox"/> Improvements for ADA compliance

Other (please specify)

Also to pour concrete for two yellow bollards at garage door.



Estimate

Date: September 1, 2025

To:

John and Susie Galer
425 S. Main Street
Hillsboro, IL

Scope of Work

- Remove old garage door wraps and existing wood around door.
- Install new wood framing around door.
- Wrap all new wood with aluminum wraps.
- Pour concrete piers.
- Install **two (2) yellow bollards** at each corner of the garage door.

Total Project Cost

\$4,250.00

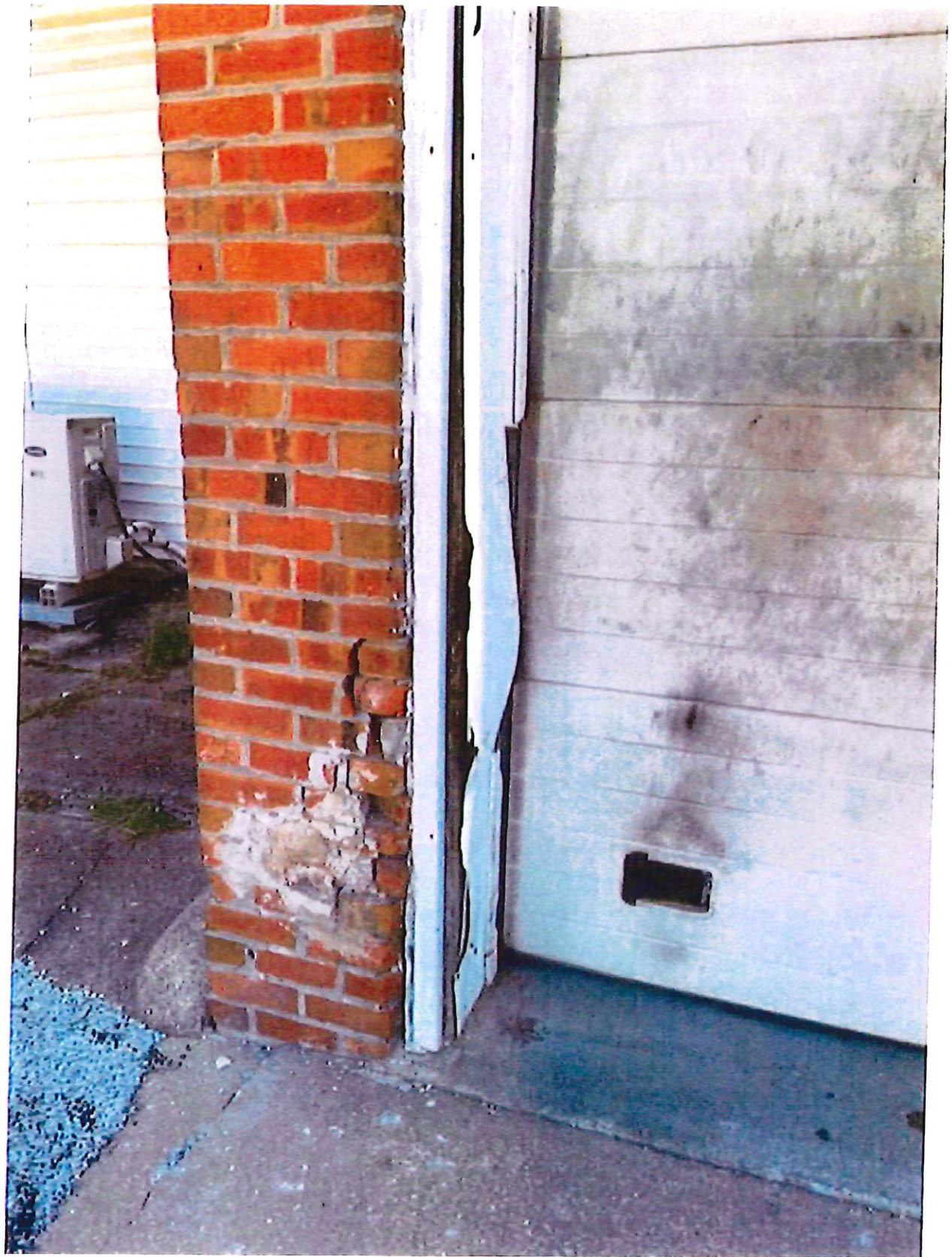
(Includes all materials and labor)

We appreciate the opportunity to provide this estimate. Please let us know if you have any questions or would like to proceed.

Sincerely,

Matt Weiss

Weiss Construction & Roofing, LLC





IMG_6495.jpeg

Download



CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2026-13

**A RESOLUTION APPROVING A FAÇADE IMPROVEMENT
GRANT APPLICATION FROM JOURNAL PRINTING CO., INC. FOR WORK TO BE
COMPLETED AT 419 S. MAIN ST.**

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by Journal Printing Co., Inc. for work to be completed at 419 South Main Street in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

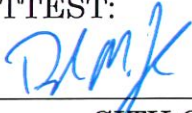
Adopted this 24th day of March, 2026, by roll call votes as follows:

AYE: 3
NAY: 0
ABSENT: 2
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 24th day of March, 2026.



MAYOR

ATTEST:


CITY CLERK

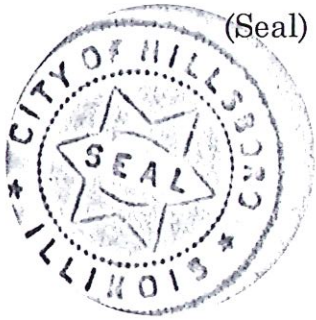


Exhibit A

Façade Improvement Grant Application and Agreement

CITY OF HILLSBORO

Façade Improvement Grant Application

Please completely fill out this application and return it to the City of Hillsboro with the items listed in the checklist on the following.

Applicant Information

Company/Organization Name Journal Printing Co., Inc.

Business Form: Corporation Partnership Sole Proprietorship Other

Contact Person/Title John M. Galer, owner

Contact Mailing Address 431 S. Main, Hillsboro, IL 62049

Contact Phone Number 217-710-7319 Contact Email jmgaler@yahoo.com
(cell phone)

Property Information

Property Classification:

Commercial: Residential: Industrial: Other: (explain)

Parcel ID Numbers of Project Location: 16-11-233-005

Physical Address of Proposed Project: 419 S. Main St., Hillsboro

Project Information

Estimated Total Project Cost: \$ 14,657.79 *(Rental expenses will also be incurred as noted on estimate)*

Proposed Improvement(s) - Check all that apply

<input type="checkbox"/> Brick Cleaning	<input checked="" type="checkbox"/> Exterior Doors	<input type="checkbox"/> Streetscape Elements
<input type="checkbox"/> Tuck Pointing	<input type="checkbox"/> Windows and Window Frames	<input type="checkbox"/> Landscaping
<input checked="" type="checkbox"/> Painting	<input type="checkbox"/> Shutters and Awnings	<input checked="" type="checkbox"/> Stairs, Porches, Railings
<input checked="" type="checkbox"/> Wall Façade Repair & Treatment	<input type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Roofs visible from the Street
<input type="checkbox"/> Original Architectural Features (repair or replacement)	<input type="checkbox"/> Signage Repair or Replacement	<input type="checkbox"/> Improvements for ADA compliance

Other (please specify)



Estimate

Date: September 1, 2025

To:

John and Susie Galer
419 S. Main Street
Hillsboro, IL

Scope of Work

- Remove existing back deck.
- Rebuild deck with new framing and deck boards.
- Install new handrail around the deck.
- Reattach fire escape located on the side of the building leading to the deck.
- Repair wall around walk door and replace with a new walk door.
- Install new vinyl siding on the back of the building to cover existing painted wood.
- Scrape paint inside the room leading outside and repaint the ceiling.
- Apply sealer to the new deck.
- Haul away and properly dispose of all debris.

Additional Notes:

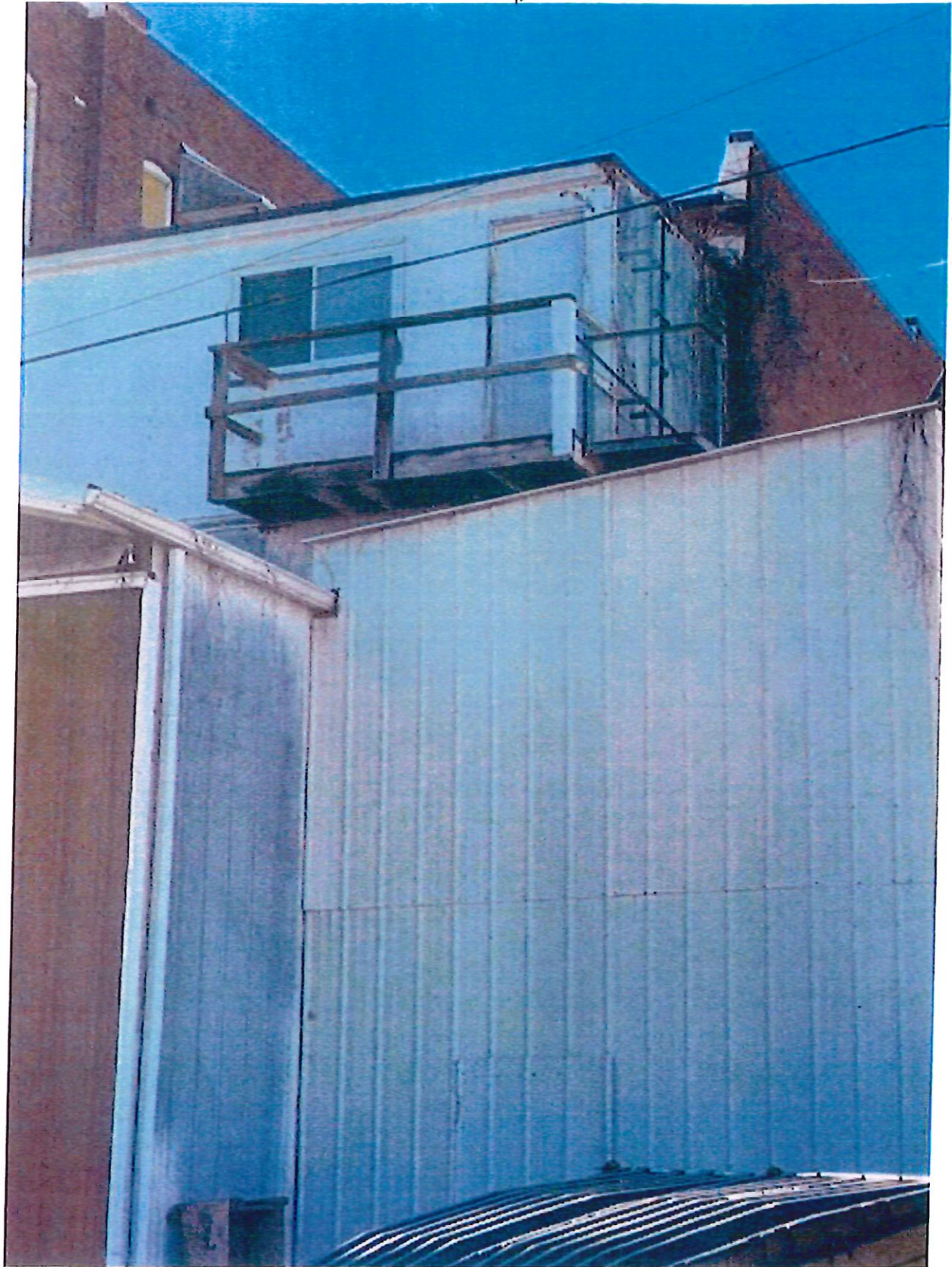
- Rental expenses will be required due to the project's location.
- The work will be time-intensive for the size of the job to ensure no damage occurs to the roof of the building below during construction.

Total Project Cost

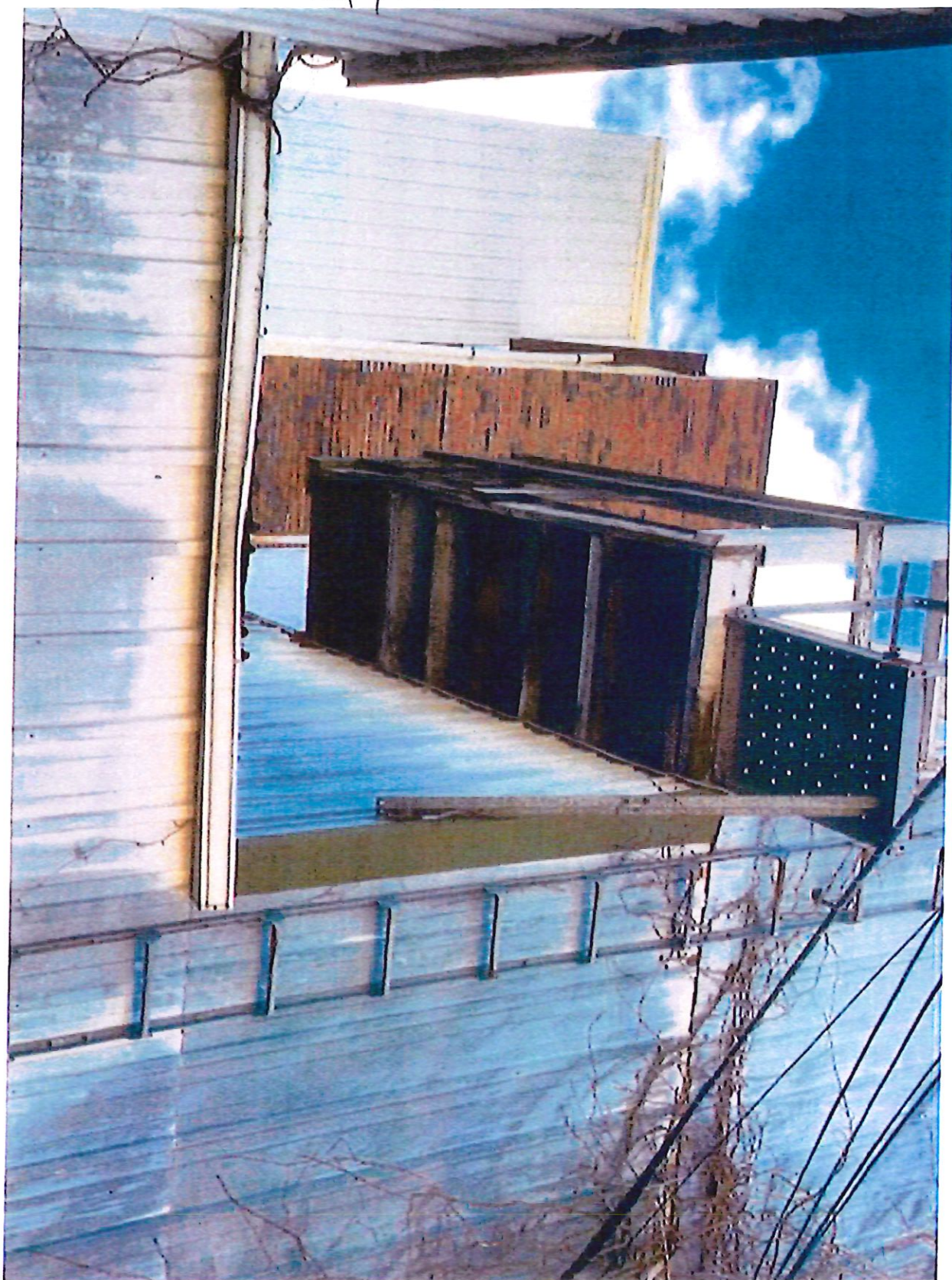
TOP



TOP

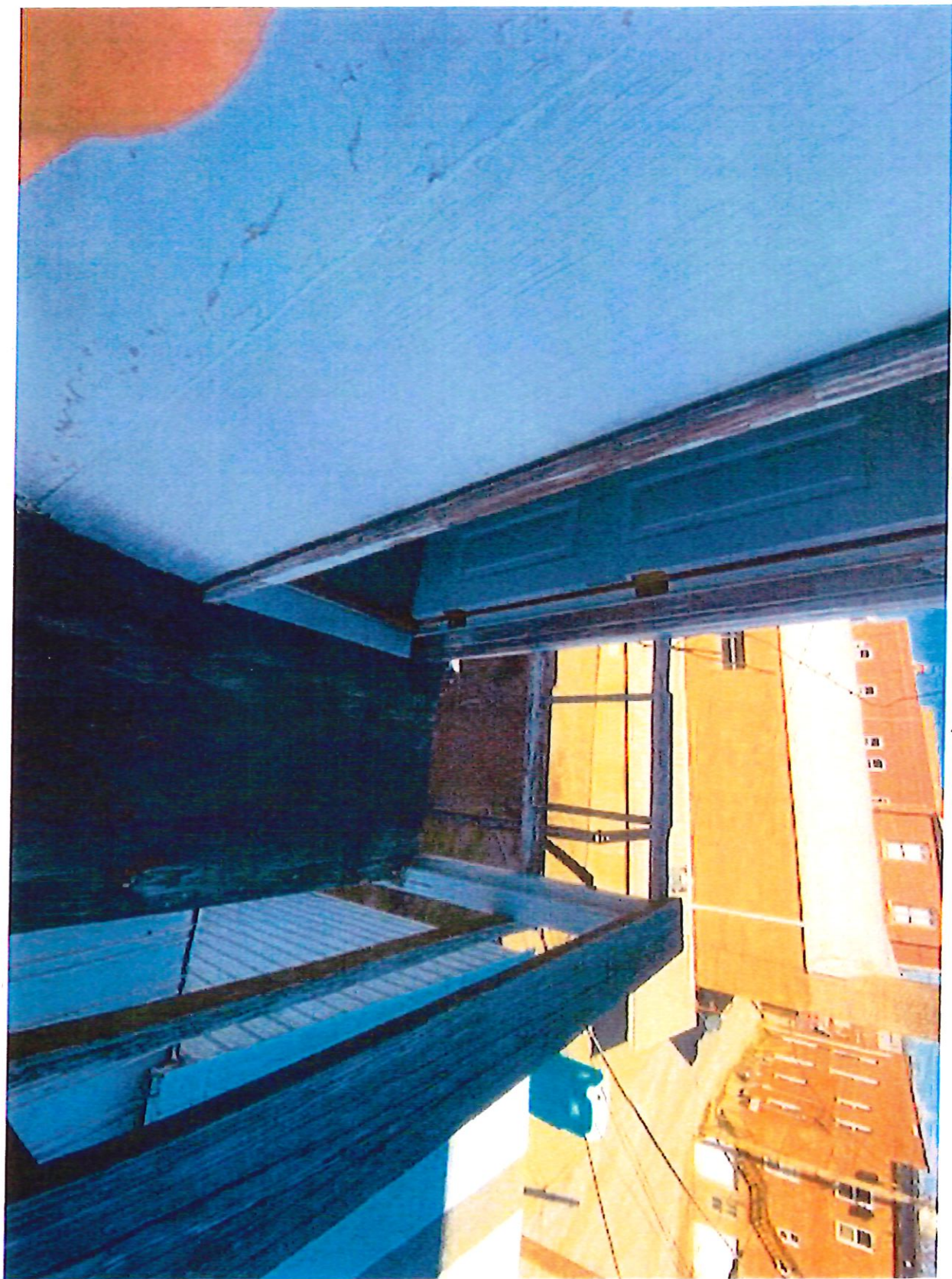


Top / From underneath deck



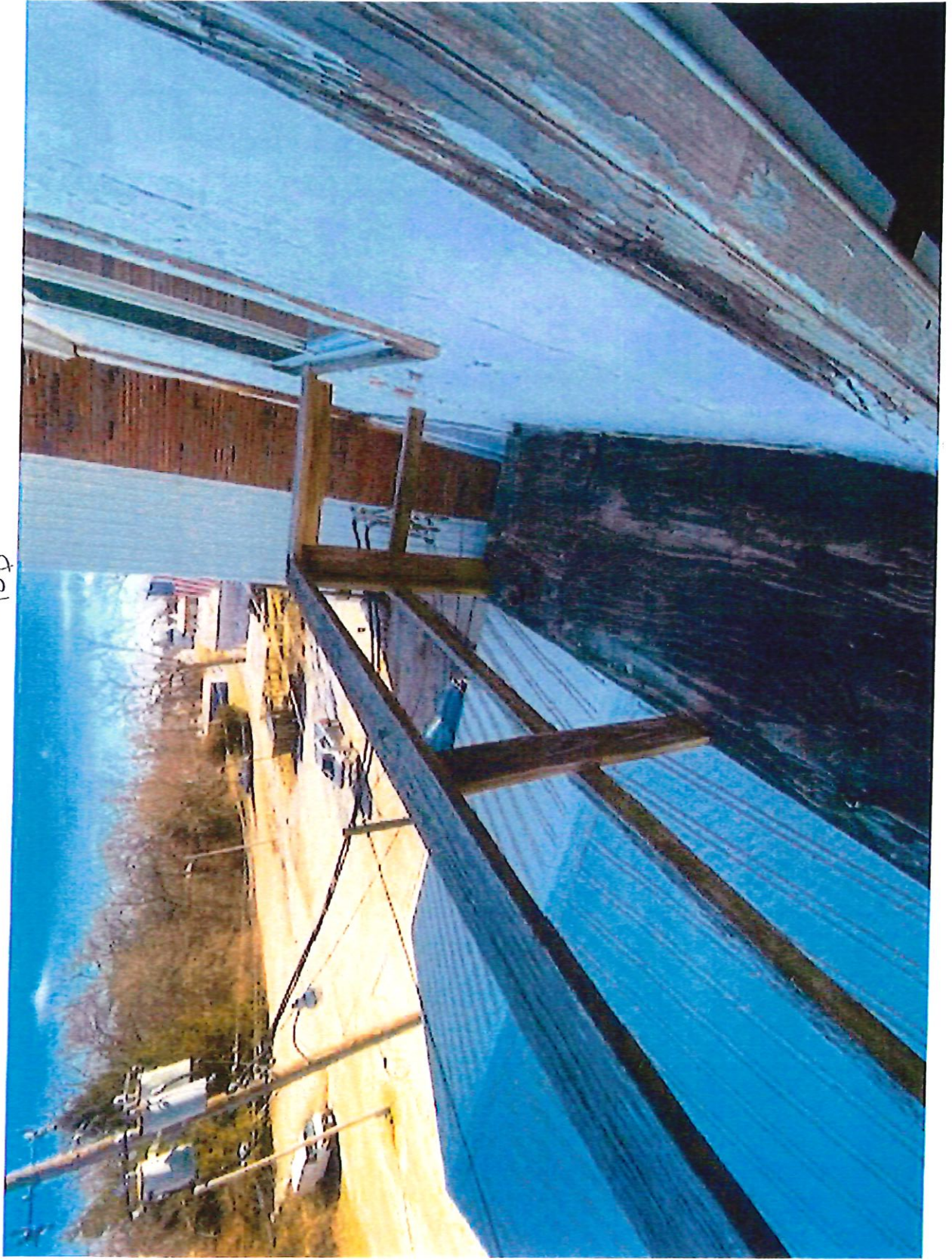
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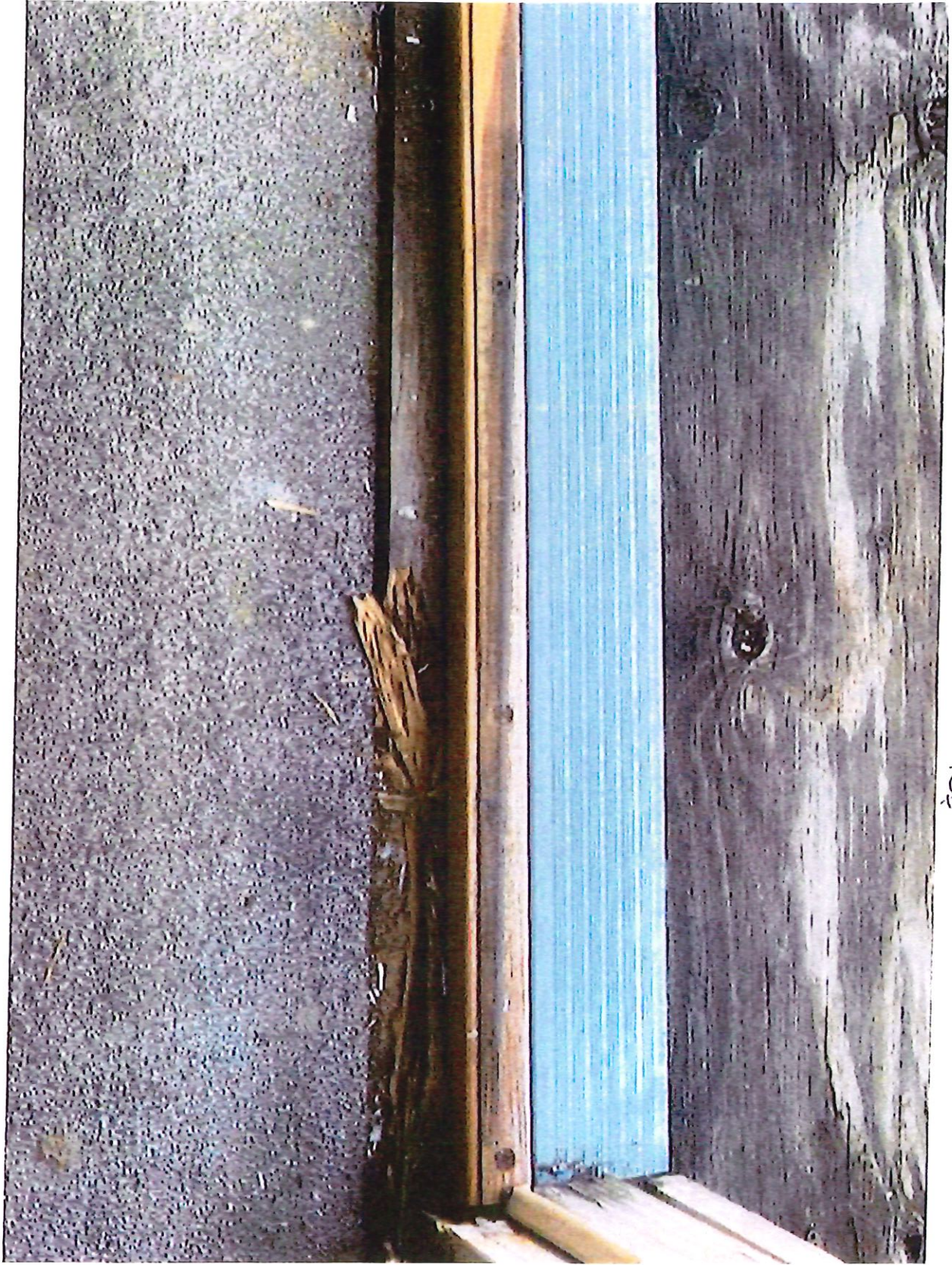




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City of Hillsboro
Historic Preservation Committee
Meeting Minutes

Date: December 16, 2026

Attendees: Lesley Hamby, Anne Huber, Joe Luckett, Garrett StritzeTim Ulrici, Economic Development Coordinator Melissa Smith

The HPC held a brief meeting to discuss 2 façade grants submitted by John Galer for his buildings at 419 and 425 South Main Street. The project at 419 South Main requests funds to remove the old deck and to make the deck on the back of the building safer and more attractive. Plans also involve rehabbing the hall leading to the deck to prevent further weathering. The fire escape will also need to be reattached more securely. The estimated cost of the project is \$14,657.79.

The project at 425 South Main involves repairs to the area around the garage door and installing new wood with aluminum wraps. The brickwork will be repaired. Neutral paint colors will be used to improve the look of the back of the building. The estimated cost of this project is \$4,250.

The HPC recommended approval of both grants: 419 South Main for the maximum allowed and 425 for 50% of the cost of the project (\$2125.).

Before adjourning, the HPC agreed to meet again when other facade applications have been submitted.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-14

A RESOLUTION AUTHORIZING AND APPROVING AN ENTERTAINMENT ENGAGEMENT AGREEMENT BETWEEN THE CITY OF HILLSBORO AND LA DE DA ENTERTAINMENT AND EVENTS, INC. FOR ENTERTAINMENT FOR THE CITY'S COURTHOUSE LIGHTING AND 250TH ANNIVERSARY CELEBRATION

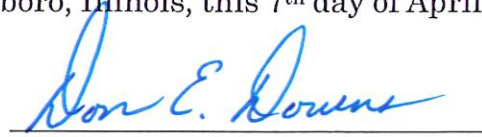
WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted an operation agreement for the City to partner with La De Da Entertainment and Events, Inc. for Entertainment for the City's Courthouse Lighting Ceremony and 250th Anniversary Celebration.

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

PASSED by the City Council of the City of Hillsboro, Illinois, this 7th day of April, 2026, as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 7th day of April, 2026.


MAYOR

ATTEST:

CITY CLERK





Entertainment Engagement Agreement

1525 Strawberry Glen Ct.
Ballwin, MO 63021
314.846.9043

info@ladedarentertainment.com

Agreement made on this day, **March 25, 2026** by and between **LaDeDa Entertainment + Events, Inc.** Escrow Agent for Entertainment/Artist(s) (hereinafter referred to as LDD) and **City of Hillsboro** (hereinafter referred to as "Purchaser") It is understood and mutually agreed, that the Purchaser engages LDD to broker the following Entertainment/Artist(s) upon all the terms and conditions hereinafter set forth:

PURCHASER:	City of Hillsboro
Contact:	Melissa Smith
Address:	Montgomery County Courthouse, 120 N Main St, Hillsboro, IL 62049
Phone:	217-331-2062
Email:	economicdevelopment@hillsboroillinois.net
ENTERTAINMENT/ACT:	SHOTGUN CREEK, 5 Piece Band
Event:	Courthouse Lighting, Celebrating 250 years of America
Event Date & Time:	Friday, May 29, 2026, tentatively from 9:00pm-11:00pm
Event Location:	Montgomery County Courthouse, 120 N Main St, Hillsboro, IL 62049 (outdoor stage)
Performance Info:	Band to perform after the lighting/presentation for up to (2)hours, tentatively from 9:00pm-11:00pm w/break.
Load In/Set up Info:	Band to be on-site and sound check completed by 7:00pm
On Site Contact:	_____ (cell)
Act to provide:	All band equipment, including sound & lights.
Purchaser to provide:	Covered Stage or Staging Area, 5 Separate 20AMP Circuits of Power to Performance Area, Bottled Water/Soft Drinks, Parking Near Stage.

TERMS & CONDITIONS: RAIN OR SHINE AGREEMENT

Guaranteed Fee: \$3,400.00 USD/check(s)

*In case of inclement weather or extreme heat, must have covered stage or alternative indoor location.
Artsits' cannot stand on wet surface and play electrical instruments; surface must be dry.*

\$1,700.00 Deposit payable to LADEDA Entertainment & Events Due: April 15, 2026

\$1,700.00 Balance payable to LADEDA Entertainment & Events Due: May 22, 2026

Signed contract Due by: April 8, 2026

PURCHASER'S RESPONSIBILITIES: Purchaser is responsible for any licenses for the above, including musical performing rights licenses, and amusement or other taxes related to engagement. Purchaser agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST.

FORCE MAJEURE: Artist's performance and obligation are subject to delays and failures of performances due to acts of God, strikes or other labor disputes or troubles, accidents, injuries, illness, transportation malfunction, weather, fire, acts of war and terrorism or any other cause beyond the control of Artist. If Artist is unable to perform the engagement due to any force majeure cause, neither party shall have any further obligation or responsibility to the other.

INDEMNITY: Purchaser shall indemnify and hold LDD and Artist(s) harmless from any and all costs and expenses (including reasonable actual legal fees) arising out of: (i) any claims and/or causes of actions of costs of any kind, asserted by any third party against Artist with respect to Artist's performance at the engagement not caused by Artist's gross negligence, and/or (ii) breach of any of Purchaser's responsibilities, representations, and/or obligations as set forth in this agreement.

CANCELLATION/BREACH: In the event that Purchaser cancels the Engagement or breaches any of Purchaser's obligations, under this agreement, in addition to the Artist's entitlement to full payment and any other remedies at law or equity, including all attorney fees. Purchaser shall forfeit all deposits with respect to the Engagement. In the event the "Act" is unable to perform, payments will be returned to the Purchaser. With approval of Purchaser, LDD will lend all reasonable assistance to provide similar quality replacement(s).

DE.D Initials

INDEPENDENT CONTRACTORS: The relationship between Purchaser, LDD and Artist is that of Independent Contractors. Nothing herein contained shall be construed to constitute a partnership or joint venture between LDD, Artist and Purchaser, or that LDD and Artist shall be liable in whole or in part for any expense or obligation that may be incurred by Purchaser related to the Engagement.

CHOICE OF LAW/ARBITRATION: This Agreement, and validity, construction and interpretation shall be governed by the Laws of the State of Missouri applicable to contracts entered into and performed entirely with the State of Missouri. Purchaser and LDD agree that any dispute or controversy related to this Agreement or the enforcement thereof shall be settled by arbitration in St. Louis, MO.

ENTIRE AGREEMENT/AUTHORITY/NO ASSIGNMENT: This Agreement contains the entire agreement of the Purchaser and LDD relating to the Engagement and supersedes any prior agreements, proposals, promises, amendments, negotiations or representations, oral or written, not expressly set forth in this Agreement. Other than as expressly set forth herein, no representations by any party or employee or agent thereof were relied upon as inducement to enter into this Agreement. This Agreement may not be amended or changed except by a written instrument signed by Purchaser and LDD. The person executing this agreement on the Purchaser's behalf warrants his/her authority to do so, and such person hereby assumes liability for the payment of the LDD's fee in full. Purchaser may not assign its obligations under this agreement to any third party without LDD's prior written authorization.

Please return one signed copy of this agreement to:

LaDeDa Entertainment + Events, Inc. 1525 Strawberry Glen Ct. Ballwin, MO 63021 by **April 8, 2026** or agreement is null and void.

PURCHASER

AGENT

 2/7/2026



3-25-26

Signature

Date

Signature

Date

LaDeDa Entertainment + Events, Inc

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-15

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF HILLSBORO AND ALVERSON SOUND INC. FOR MOBILE STAGE RENTAL FOR THE CITY'S COURTHOUSE LIGHTING AND 250TH ANNIVERSARY CELEBRATION

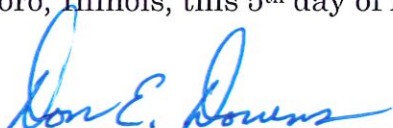
WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted an agreement for the City to partner with Alverson Sound Inc. for a Mobile Stage Rental for the City's Courthouse Lighting Ceremony and 250th Anniversary Celebration.

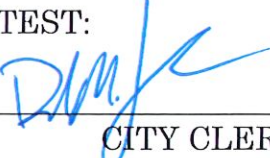
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby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

PASSED by the City Council of the City of Hillsboro, Illinois, this 5th day of May, 2026, as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 5th day of May, 2026.


MAYOR

ATTEST:

CITY CLERK

(Seal)





Event Production Services
Mobile Stage Rentals

405 Gregory Place

Coffeen, IL 62017
Phone: 618-780-4038
www.alversonsound.com
alvesound@gmail.com

April 17, 2026

City of Hillsboro
Melissa Smith
447 S. Main St.
Hillsboro, Illinois 62049

Re: Mobile Stage Rental
Hillsboro Event
May 29, 2026

Ms. Smith,

Thank you for choosing **Alverson Sound Inc** for your event production company. The following is an outline to process your contract.

1. This contract is sent unsigned by **Alverson Sound Inc**.
2. Customers must sign at all X's and return all pages of this contract with a 50% non-refundable deposit.
3. **Your date is not confirmed until the deposit and signed contract are received by ASI.**
4. Any deposit checks returned NSF will void the contract.
5. We cannot hold dates without a contract and deposit. Any contract and deposit not returned in 20 days is void.
6. Please include directions to your event to ensure on-time delivery.
7. **Please make checks payable to: Alverson Sound Inc.**
Mail to 405 Gregory Place, Coffeen, IL 62017

Thank you again for choosing **Alverson Sound Inc**.

Tim Alverson
President
ALVERSON SOUND INC
405 Gregory Place
Coffeen, IL 62017

tca/kbh

CONTRACT AGREEMENT

1. This contract is entered into on this date, 4/17/2026.
2. Between Alverson Sound Inc ("ASI") and **City of Hillsboro** ("customer").
3. To provide services, personnel, and/or equipment for the **City of Hillsboro Event**.
4. The services shall be provided by Alverson Sound Inc to the customer on **5/29/2026**.
5. All personnel and equipment shall be returned to ASI by **5/29/2026**.
6. Customer agrees to pay ASI a **total fee of \$2,000.00**.
7. A non-refundable deposit shall be paid with the execution of this contract, of **\$0.00**.
8. The balance is due prior to set up on **5/29/2026**, for **\$2,000.00**.
9. Unless otherwise defined, transportation costs are included in this contract.
10. Unless otherwise defined in this contract, set up and dismantle labor shall be provided by ASI, but limited to the time restrictions on line 11.
11. Labor is limited to the hours listed in Schedule (A). This labor is included in the total price herein. Any overages will be added to the final invoice and payable Net 30 days of line 5 above.
12. No services and/or equipment shall be considered reserved until this contract is signed by the customer and received by ASI with the deposit amount (from line 7).

Customer:

City of Hillsboro

Melissa Smith

447 S. Main St.

Hillsboro, Illinois 62049

(217) 331-2062

Email: economicdevelopment@hillsboro.net

Services to be Provided and Amendments to this agreement shall be set forth on **Schedule A. Additional Terms, Conditions, and Change Orders** shall be set forth on **Schedule B** and are in addition to the contract price above.

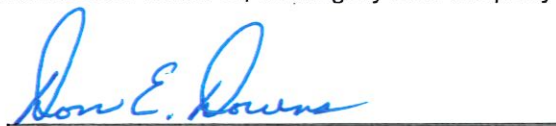
Staging Rider shall be set forth on **Schedule C**. Customer shall pay all additional costs and expenses reflected therein.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind the party for whom they are signing.



Tim Alverson, President
Alverson Sound Inc



Authorized Signature
City of Hillsboro



Signature
Required.



Schedule B / Additional Terms, Conditions and Change Orders

Change to contract	Fee	Approved By:
1. _____	_____	<input type="text"/>
2. _____	_____	<input type="text"/>

GENERAL TERMS AND CONDITIONS

Equipment: ASI warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, ASI shall repair or replace said equipment as quickly as possible to minimize any delay or inconvenience to Customer. ASI makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold ASI harmless from all loss, damage, and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to ASI in the same condition as delivered to Customer, except for normal wear and tear in similar service. The customer is responsible for removal of the following: Tape, powder, color, confetti, baseball diamond dirt, sand, mud, or paint prior to pick up time requested by the customer. Failure to remove these items will result in a \$500.00 cleaning fee.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the ASI agent or employees. The Customer shall provide sufficient Casualty and Public Liability Insurance coverage for any loss, damage, injury, or expense caused to the ASI equipment or personnel for which the Customer is responsible under the terms of this Agreement.

ASI Personnel: Unless otherwise specifically required by terms of this Agreement, ASI shall not be required to provide personnel who are members of any union or guild. ASI personnel shall not be required to perform any services not contemplated under this agreement. ASI personnel shall not be required to certified by any organization unless mandated by any branch of government of the United States of America.

Indemnity: Each Party agrees to indemnify, defend, and hold the other Party and its respective officers, officials, agents, and employees harmless from and against all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omissions of the Indemnifying Party, including the Indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the ASI during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to ASI for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to ASI by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow ASI personnel sufficient time and ability to perform its obligations under this Agreement. The customer shall also be responsible for providing adequate security for the safety of the ASI equipment and personnel. In addition, Customer shall be responsible for providing for all ancillary and necessary Services and conditions not specifically required of ASI under this Agreement to allow ASI to perform its obligations under this Agreement. Any additional costs and expenses incurred by ASI to fulfill the Customer's duties under this Agreement shall be paid by the Customer.

Unsafe Conditions: If ASI, or their designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to ASI personnel and/or equipment, the performer(s) or any other person(s) or property, ASI or their designated representative shall have the right to delay or refuse to render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold ASI and his personnel harmless from all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: ASI shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, weather, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of ASI.

Time is of the essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

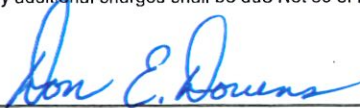
Modifications and Changes: Any modifications, changes, or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of Schedule B to this Agreement and signed by Customer prior to the rendering of any Services by ASI.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or ASI and agreed upon in writing or verbally by both sides, all terms and conditions, schedules and riders shall readjust and be in full force to include those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed and original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

Finance Charge: Customer agrees to pay a finance charge of 1.5% interest per month for any invoice not paid net 30 days of line 5.

Payments: No equipment or service shall be considered reserved until 50% deposit and this signed contract has been received by ASI. Balance is due upon delivery of stage. Any additional charges shall be due Net 30 of line 5 of the contract agreement.



Signature

City of Hillsboro


Signature Required Authorized

**Event Production Services
Mobile Stage Rentals**



Schedule C / Staging Contract Rider

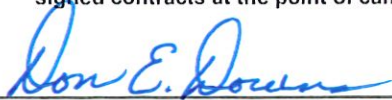
The following terms and conditions will act as part of the ASI Contract.

1. The customer shall secure all permits and/or fees for the placement and use of products in the attached contract.
2. The placement of all stages will be on solid and level ground.
3. It is the customer's responsibility to install a solid surface such as plywood to ensure safe delivery and pickup of ASI products. Any questionable soft surface should be marked and protected by the customer prior to delivery to help stay within the time limits of this contract. Any damage unless caused by the direct negligence of ASI to any surface because of delivery or pickup including, but not limited to, baseball or soccer fields, or parks and sprinkler systems is the responsibility of the customer.
4. The customer understands and agrees to pay for any damage to ASI equipment other than that of normal wear and tear or caused by ASI.
5. The customer understands they have the option to have onsite labor at a cost of \$320.00 per day for the first 8 hours of each day and \$ 60.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost to the customer and will be invoiced in addition to this contract price. Because of declining onsite labor, the responsibilities and liability for the stage become those of the customer and the undersigned.



I accept onsite labor. _____ I decline onsite labor _____ Signature Required.

6. The customer understands and agrees not to cover, hide, or remove the ASI logo or phone number on any rented stage.
7. The customer agrees to send ASI directions to the event as well as setup and take down times 7 days prior to the event to ensure on-time delivery.
8. The customer is responsible for the actions of anyone attending the event and agrees to provide reasonable security to protect the equipment and staff of ASI.
9. The customer understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.
10. The customer agrees not to exceed the stage roofs uniform distributed load weight limits as follows: Unless a rigging plot is provided and approved by ASI 14 days prior to delivery date.
 - a. SL100 24'x20'x5' Stageline Stage (750 pounds on a Uniform Distributed Load basis.)
 - b. 32'x24'x4' Century Front Row Stage (1000 pounds on a Uniform Distributed Load basis.)
 - c. 32'x24'x4' Apex 3224 Stage (1000 pounds on a Uniform Distributed Load basis.)
11. The customer understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded by employees of ASI, including, but not limited to, workers' compensation benefits, health insurance or payment for services provided. Customer further understands and agrees that it is their solely responsible for complying with all state and local laws as it applies to providing labor to a third party. At no time is anyone working or performing on the stage considered an employee ASI unless they are compensated directly by ASI.
12. ASI shall be allowed additional compensation in the event the customer fails in their obligations set forth at length under the amendments section of this contract. as it pertains to costs incurred by ASI to complete their obligations under this contract.
13. Any banners, backdrops, advertisements, or decorations etc. of any kind that are provided by the customer, whether attached to the stage by the Customer or ASI shall be the sole responsibility and liability of the customer as it pertains to loss, damage, and injury of any kind. All supplies to hang, adhere, or attach banners, backdrops, advertisements, or decorations etc. shall be provided by the customer. Any help or supplies given for such help provided by ASI is merely a courtesy and not part of or required by this contract.
14. It is understood by all parties involved that ASI. Onsite call time is based on an **hour** set up and an **hour** take down time limit. If ASI exceeds time limits due to changes implemented on the site or are delayed by customer's other sub-contractors or other reasons beyond our control. Customer agrees to pay \$40.00 per hour per person that was delayed past **hour(s)**. The cost of the time will be included on the invoice as additional labor charges. No additional charges will occur if the delay is caused by weather or ASI.
15. Multi-year Contract Deposits are due by February 28th of that contract's year. The customer agrees to pay any unpaid deposit on signed contracts at the point of cancellation net 30.



Authorized Signature

City of Hillsboro



Signature Required.



INVOICE

Schedule A

ALVERSON SOUND INC
405 Gregory Place
Coffeen, Illinois 62017
United States

6187804038
www.alversonsound.com

BILL TO
City of Hillsboro
Melissa Smith
447 S. Main St.
Hillsboro, Illinois 62049
United States

Invoice Number: 961
Invoice Date: April 17, 2026
Payment Due: May 29, 2026
Amount Due (USD): \$2,000.00

2173312062
economicdevelopment@hillsboro.net

Services	Quantity	Price	Amount
Stageline SL100 Mobile Hydraulic Trailer Stage with Roof - 24x20 Hillsboro Event - June 29, 2026	1	\$2,500.00	\$2,500.00
Travel Expense	1	\$0.00	\$0.00
Trucking	1	\$0.00	\$0.00
		Subtotal:	\$2,500.00
		20% Local Event:	(\$500.00)
		Total:	\$2,000.00
		Amount Due (USD):	\$2,000.00

Notes / Terms

Includes: 1 Stairs, 2 risers, and a banner package, if needed. Client will provide at least 2 sober, able-bodied persons to assist with set up and take down.

Thank you for your business!



CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2026-16

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, that permission to close Illinois Route 16 and Illinois Route 127, as designated above, be requested of the Department of Transportation from the hours of 6:00 p.m. to 8:00 p.m. on Thursday, August 6, 2026.

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

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

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

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

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

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

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

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

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

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

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

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

described above.

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

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

PASSED this 5th day of May, 2026, by roll call votes as follows:

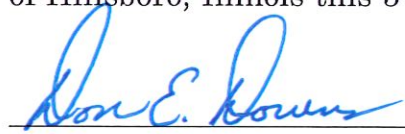
	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Present</u>
Commissioner Wright	/			
Commissioner Butler	/			
Commissioner Ward	/			
Commissioner Justison	/			
Mayor Downs	/			

APPROVED by the Mayor of the City of Hillsboro, Illinois this 5th day of May, 2026.

ATTEST:



CITY CLERK



MAYOR

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2026-17

**A RESOLUTION APPROVING A FAÇADE IMPROVEMENT
GRANT APPLICATION FROM TIM ULRICI FOR WORK TO BE COMPLETED AT 310
BERRY ST.**

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by Tim Ulrici for work to be completed at 310 Berry Street in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:


Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

Adopted this 19th day of May, 2026, by roll call votes as follows:

AYE: 3
NAY: 0
ABSENT: 2
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 19th day of May, 2026.



MAYOR

ATTEST:


CITY CLERK



Exhibit A

Façade Improvement Grant Application and Agreement

Please completely fill out this application and return it to the City of Hillsboro with the items listed in the checklist on the following.

Applicant Information

Company/Organization Name Tim Ulrici

Business Form: Corporation Partnership Sole Proprietorship Other

Contact Person/Title _____

Contact Mailing Address 310 Berry St, Hillsboro IL 62049

Contact Phone Number 217-851-7085 Contact Email jmulrici@gmail.com

Property Information

Property Classification:

Commercial: Residential: Industrial: Other: (explain)

Parcel ID Numbers of Project Location: 16-02-495-005

Physical Address of Proposed Project: 310 Berry St, Hillsboro IL 62049

Project Information

Estimated Total Project Cost: \$ \$8,345.92

Proposed Improvement(s) - Check all that apply

<input type="checkbox"/> Brick Cleaning	<input checked="" type="checkbox"/> Exterior Doors	<input checked="" type="checkbox"/> Streetscape Elements
<input checked="" type="checkbox"/> Tuck Pointing	<input checked="" type="checkbox"/> Windows and Window Frames	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Painting	<input checked="" type="checkbox"/> Shutters and Awnings	<input checked="" type="checkbox"/> Stairs, Porches, Railings
<input type="checkbox"/> Wall Facade Repair & Treatment	<input type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Roofs visible from the Street
<input type="checkbox"/> Original Architectural Features (repair or replacement)	<input type="checkbox"/> Signage Repair or Replacement	<input type="checkbox"/> Improvements for ADA compliance

Other (please specify)

Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, etc.).

-Phase 1: Tuck point south (leaks on a heavy wind rain) and east wall. Caulk windows. bid includes material, labor, and scaffolding. \$1,383
-Phase 2: Replace 2 exterior doors(white) -both are leaking with rotted frames
-Phase 3: Pour concrete pad and extend gutter drain. Current concrete is a tripping hazard, and gutter is washing out foundation. Phase 2 + Phase 3= \$2,271.94
-Phase 4: Seal wood decking and steps. Wood is weathering. \$4,250
- Phase 5: Work we will do ourselves- Replace basement window (materials \$240.98), install awning above door due to water and ice from stairs above (materials \$200).


*Phases are not in a particular order, just by contractor.

The following items must be submitted with the Facade Grant Application:

- 1. Completed and signed Hillsboro Façade Grant Application Form.
- 2. Current photographs of the building and property where work is to be performed.
- 3. Bids, estimates, and other preliminary project cost estimates.
- 4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

Applicant Certification

I agree to comply with the guidelines and standards of the City of Hillsboro Façade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof in its full discretion.

Applicant(s) Signature  Date 4/13/26

Building Owner's Signature _____ Date _____
(if separate from applicant)



LONE TREE

HOME REPAIRS

Rooted in Reliability.

Lone Tree Home Repairs

Erick M. Taylor | 217-710-5576 | Hillsboro, IL

Customer Name:

Tim Ulrich

Address:

mainstreet Hillsboro IL

Phone:

Email:

Date:

4-7-20

Description of Work:

36"x80 steel Entry = \$226.95

36"x80 steel Internal blind single light = \$414.99

4" PVC drain pipe \$30.00

1 yard of concrete, mesh & tie = \$220.00

6 8ft 2x4 = \$30

2 16ft Azek 1x4 = \$110.00 | Total = \$891.94

1 10 Azek 1x4 = \$40.

Material Total = \$1,071.94

Materials:

2 Entry Doors/Hardware, 1 yd of concrete, 1 10' PVC 4"

Labor:

\$1,200 = Remove & install Doors/pour & finish concrete pad

Total:

\$2,271.94

Deposit Paid:

Material cost must be deposited prior to work

Balance Due:

Quote

Payment Method:

N/A

Notes:

Blank lines for notes.

310 Berry st. Hillsboro Ill.

4 sections scaffolding for 1 week	\$48.00 ^{60.}	
Labor est. / 60 hrs Labor / 20.00/hr.		1200.00
Materials est 2 grinding wheels / \$72.00		72.00
Mortar / 6 Bags / \$36.00		36.00
silicon caulk / 2 tubes / \$15.00		15.00
Total		1323.00

Richard A. Watta

\$ 1,323









Historic Preservation Committee Meeting Minutes

Date: April 27, 2026

Location: Hillsboro City Hall

Time: 6:00PM

Members Present:

- Lesley Hambey
- Garrett Stritzel
- Joe Lockett
- Bob Schwander

Also in attendance was Economic Development and Community Planner, Melissa Smith

Call to Order

The meeting was called to order at 6:10.

Agenda Item #1: IGA Facade Application (Signage)

The Committee reviewed the facade grant application submitted for IGA, which included proposed new signage for both road frontage and the building.

Motion: Bob Schwander made a motion to approve the application for the maximum grant amount allowable.

Second: Garrett Stritzel

Vote: Motion passed unanimously.

Agenda Item #2: Ulrici Facade Application (310 Berry St.)

The Committee reviewed a facade grant application submitted by Tim and Jill Ulrici of Main Street Improvements for their building located at 310 Berry Street, Hillsboro.

Motion: Bob Schwander made a motion to approve the application for up to the maximum grant amount of \$5,000 for the work outlined in the facade grant application.

Second: Joe Lockett

Vote: Motion passed unanimously.

Adjournment

A motion to adjourn was made and approved by the Committee.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION NO. 2026-18

**A RESOLUTION APPROVING A FAÇADE IMPROVEMENT
GRANT APPLICATION FROM CAPRI MARKETS FOR WORK TO BE COMPLETED
AT 1201 VANDALIA RD.**

WHEREAS, the City of Hillsboro, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, to promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the City desires to promote the continued use and maintenance of commercial buildings within the City in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business area; and

WHEREAS, the City has implemented a Façade Improvement Grant Program to encourage improvements to commercial properties within the City; and

WHEREAS, the City is authorized under the provisions of Article VII, § 10 of the 1970 Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development within the City; and

WHEREAS, the Mayor and the City Council have reviewed an application submitted by Capri Markets LLC for work to be completed at 1201 Vandalia Road in Hillsboro, Illinois, 62049; and

WHEREAS, the Mayor and the City Council hereby find and determine that the Façade Improvement Grant Application and Agreement included therein and contemplated thereby will promote the health, safety, and welfare of the City and its residents, encourage further private investment and development, and enhance the City's tax base; and

WHEREAS, the City will utilize its Business District Fund to finance and help administer the Façade Grant Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hillsboro, Montgomery County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Façade Improvement Grant Application and Agreement, attached hereto, and by this reference made a part hereof, as "Exhibit A" is hereby approved.

Adopted this 19th day of May, 2026, by roll call votes as follows:

AYE: 3
NAY: 0
ABSENT: 2
PRESENT: 0

APPROVED by the Mayor of the City of Hillsboro, Illinois this 19th day of May, 2026.


MAYOR

ATTEST:

CITY CLERK

(Seal)



Exhibit A

Façade Improvement Grant Application and Agreement

Please provide a written summary of the proposed project below (proposed project components, colors, materials, phases, estimated start and completion date, vendors or contractors to be used, demonstration of need, etc.).

The following items must be submitted with the Facade Grant Application:

1. Completed and signed Hillsboro Façade Grant Application Form.
2. Current photographs of the building and property where work is to be performed.
3. Bids, estimates, and other preliminary project cost estimates.
4. Renderings, site plans, drawings, or other items which may be available to assist the City in understanding your project.

Applicant Certification

I agree to comply with the guidelines and standards of the City of Hillsboro Façade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof in its full discretion.

^x Applicant(s) Signature *Lyn Murre* Date *4/7/2026*

Building Owner's Signature _____ Date _____
(if separate from applicant)

QUOTE



Pryor Signs
Division of Pryor Enterprises

DATE: 2/4/2025

1166 Mount Gilead Road
Greenville, IL 62246
(618)267-4986

QUOTE IS GOOD FOR 30 DAYS

TO

Tyler Morse
Capri Markets, LLC
Hillsboro, IL 62049

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
TJ Pryor	Hillsboro Signage	Cash, Check or Credit Card	30 Days

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	5' x 8' Oval Sign, new poly carbonate panel and new graphics	\$865.51	\$1731.02
2	20" x 8' Oval Sign, new poly carbonate panel and new graphics	\$321.65	\$643.30
1	IGA Signage Removal off roof and tar holes where sign was secured.	\$500.00	\$500.00
	***4% Credit Card Transaction Fee		
	price includes all design & manufacturing of sign, removal of old signs and install of new -price based on current material costs. This an Estimate not a final price.		
	50% deposit down to start and remaining 50% at completion		
		SUBTOTAL	\$2874.32
		SALES TAX	
		TOTAL	\$2874.32

THANK YOU FOR YOUR BUSINESS!

QUOTE



Pryor Signs
Division of Pryor Enterprises

DATE: 4/6/2026

1166 Mount Gilead Road
Greenville, IL 62246
(618)267-4986

QUOTE IS GOOD FOR 30 DAYS

TO

Tyler Morse
Capri Markets, LLC
Hillsboro, IL 62049

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
TJ Pryor	Capri Roof Sign	Cash, Check or Credit Card	30 Days

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	A: One (1) Single Sided cabinet sign Copy - Capri Market Size - 60" x 142" x 6" deep Aluminum cabinet with 1.5" retainers. Ends removable to slide face in. Painted customer specified color 3/16 white acrylic face with translucent vinyl graphics LED illuminated	\$8521.26	\$8521.26
	50% deposit required to start project		
	***4% Credit Card Transaction Fee		
SUBTOTAL			\$8521.26
SALES TAX			
TOTAL			\$8521.26

THANK YOU FOR YOUR BUSINESS!

ESTIMATE

Dothager Electric
Greenville, IL 62246

DothagerElectric@gmail.com
+1 (618) 741-0058



Bill to
Capri Markets Hillsboro
1201 Vandalia Rd.
Hillsboro, IL 62049

Ship to
Capri Markets Hillsboro
1201 Vandalia Rd.
Hillsboro, IL 62049

Estimate details

Estimate no.: 1015
Estimate date: 02/10/2026
Expiration date: 03/10/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/10/2026	LED Upgrade	Retrofit both signs by the road to LED. Estimate includes all labor and materials to complete the job.	1	\$1,300.00	\$1,300.00
					Total	\$1,300.00

Note to customer

Thank you for your business!

Expiry
date

03/10/2026

Accepted date

Accepted by

ESTIMATE

TB Renovations, LLC.

856 IL Rte 127
Greenville, IL 62246
618-806-4162

ESTIMATE NO. 1507
DATE 4/18/26
CUSTOMER ID Capri Market

TO

Capri Market
224 E Harris Ave
Greenville, IL 62246

JOB			
Exterior Street Sign			
DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Refinish Exterior Street Sign	1	\$550.00	\$550.00

TOTAL DUE \$550.00

Make all checks payable to TB Renovations, LLC. . THANK YOU FOR YOUR BUSINESS!

ESTIMATE

TB Renovations, LLC.

856 IL Rte 127
Greenville, IL 62246
618-806-4162

ESTIMATE NO. 1508
DATE 4/18/26
CUSTOMER ID Capri Market

TO

Capri Market
1201 Vandalia Rd
Hillsboro, IL 62049

JOB

Exterior Street Sign

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Refinish Exterior Street Sign	1	\$550.00	\$550.00

TOTAL DUE \$550.00

Make all checks payable to TB Renovations, LLC. . THANK YOU FOR YOUR BUSINESS!



CAPRI MARKET



**BOND COUNTY
PHARMACY**

(618)-690-5000

Bradford National Bank





Historic Preservation Committee Meeting Minutes

Date: April 27, 2026

Location: Hillsboro City Hall

Time: 6:00PM

Members Present:

- Lesley Hambey
- Garrett Stritzel
- Joe Lockett
- Bob Schwander

Also in attendance was Economic Development and Community Planner, Melissa Smith

Call to Order

The meeting was called to order at 6:10.

Agenda Item #1: IGA Facade Application (Signage)

The Committee reviewed the facade grant application submitted for IGA, which included proposed new signage for both road frontage and the building.

Motion: Bob Schwander made a motion to approve the application for the maximum grant amount allowable.

Second: Garrett Stritzel

Vote: Motion passed unanimously.

Agenda Item #2: Ulrici Facade Application (310 Berry St.)

The Committee reviewed a facade grant application submitted by Tim and Jill Ulrici of Main Street Improvements for their building located at 310 Berry Street, Hillsboro.

Motion: Bob Schwander made a motion to approve the application for up to the maximum grant amount of \$5,000 for the work outlined in the facade grant application.

Second: Joe Lockett

Vote: Motion passed unanimously.

Adjournment

A motion to adjourn was made and approved by the Committee.

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2026-19

**A RESOLUTION APPROVING AGREEMENT WITH RANDLE LAWN CARE LLC
FOR NUISANCE WEED AND GRASS ABATEMENT SERVICES**

WHEREAS, the Hillsboro City Council (“corporate authorities”) previously approved Resolution No. 2026-03 and authorized the solicitation of bids for nuisance weed and grass abatement services; and

WHEREAS, the City received a single response to such solicitation, which was from Randle Lawn Care LLC; and

WHEREAS, there has been presented to and there is now before the meeting of the corporate authorities at which this Resolution is adopted a “2026 Grass Cutting Services Agreement” (the “Agreement”) between the City and Randle Lawn Care LLC, which is consistent with the intentions and purposes of Resolution No. 2026-03; and

WHEREAS, the corporate authorities find that the Agreement should be approved.

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


SECTION 1: That the Agreement is hereby approved.

SECTION 2: That, for and on behalf of the City, the Mayor is hereby authorized and directed to execute the said Agreement, and the City Clerk is hereby authorized to attest to the same.

PASSED by the City Council of the City of Hillsboro, Illinois, this 19th day of May, 2026, as follows:

Ayes:	<u>3</u>
Nays:	<u>0</u>
Present:	<u>0</u>
Abstain/Absent:	<u>2</u>

APPROVED by the Mayor of the City of Hillsboro, Illinois this 19th day of May, 2026.



MAYOR

ATTEST:



CITY CLERK

**CITY OF HILLSBORO
2026 GRASS CUTTING SERVICES AGREEMENT**

THIS GRASS CUTTING SERVICES AGREEMENT is made and entered into this 19th day of May, 2026, by and between the CITY OF HILLSBORO, ILLINOIS, a municipal corporation (the "City") and RANDLE LAWN CARE LLC ("Contractor"), whose mailing address for purposes of this Agreement is listed in the *Submittal Form* attached to this Agreement.

WITNESSETH:

WHEREAS, Contractor responded to a *Joint Request for Qualifications & Proposals*, a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

WHEREAS, the City desires to procure the services of Contractor for the purpose of providing grass cutting services for the City; and

WHEREAS, Contractor has previously submitted a "*Submittal Form*", a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

WHEREAS, the City has conducted such investigation of Contractor as the City deems appropriate; and

WHEREAS, the City has determined that Contractor possesses the necessary qualifications, equipment, and expertise to provide said services to the City and is ready, willing, and able to provide said services to the City upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. **Terms and Conditions.** Contractor shall be bound by the terms and conditions of this Agreement and the *Joint Request for Qualifications & Proposals*. In the event the terms of the *Joint Request for Qualifications & Proposals* and the terms of this Agreement conflict, the terms of this Agreement shall control.
2. **Services.** Contractor agrees to provide grass cutting services as described in the *Joint Request for Qualifications & Proposals* in accordance with the terms and conditions of the *Joint Request for Qualifications & Proposals* and this Agreement. All work shall be performed in a skillful and workmanlike manner as defined by the City. Contractor has been placed on a pre-qualified rotating call list and will be notified of pending jobs by telephone. If no immediate response is received from the Contractor, the next Contractor on the list will be called. The job will be awarded to the first contractor on the list who is ready, able, and willing to immediately complete the job. After a Contractor has accepted a job, the list rotates to the next Contractor.

Following the award of a job, Contractor must use a digital camera to photograph the entire lot both before work starts and after work is completed. All photos must be time and date stamped and must have been taken from the same angle (depicting the entire lot). Pictures are to be emailed with the contractor's invoice in .jpg format to the point

of contact designated by the City within 120 hours of the time the job was awarded by telephone to the contractor. The address where the work was done must be included in subject field of the email and in the .jpg file name. If time and date stamped digital photos are not submitted, the contractor will not be paid for mowing that site. A contractor will not receive any more work until an invoice for the previous job awarded is turned in to the City.

All photos must be in focus and must clearly show the condition of the site before mowing and the condition of the site after mowing. A measuring gauge approved by the City must appear in all photos. The contractor must position the measuring gauge in a completely vertical position, and the measuring gauge must appear in the photo taken before the lot is mowed and in the photo taken after the lot is mowed, in the same location. Examples are attached in pages 12 through 17 of the *Joint Request for Qualifications & Proposals*.

Contractors are responsible for mowing the entire lot, including all the way out to the alleys, sidewalks, and/or streets. If there is a building on the lot, contractors must take before and after photos of the front yard and of the back yard.

The contractor shall perform all work and provide all equipment and personnel necessary to complete the job within the 48-hour timeframe specified herein. If the City is not satisfied with the contractor's work after touring the site and/or reviewing the contractor's photos, the contractor will be asked to re-cut the lot at no additional cost to the City.

If the lot appears to have been recently cut, the contractor shall supply a picture in .jpg format and indicate "DBO" (Done by Owner) in the body of the email. The contractor will not receive any compensation for lots that have already been cut before arrival.

Upon arriving at a site, the contractor shall inspect the site for the presence of plastic bags, paper debris, and cardboard debris. All of these materials must be picked up by the contractor before mowing begins. If the contractor feels there is an unreasonable amount of debris at the site, the contractor shall contact the official specified by the City. The specified City official (or designee) will inspect the site and, if there is an unreasonable amount of debris at the site, may either have a City work crew clean up the site before mowing begins or authorize the contractor to remove the debris at the rate specified on the "*Submittal Form*".

Upon completion of the job, the site and adjoining streets and sidewalks must be cleared of all debris. All of these materials shall be removed from the site by the contractor and shall be disposed of legally at no additional charge to the City. Some sites may contain sapling trees, defined here as trees ½" to 1 ½" in diameter. The City may request that the contractor remove sapling trees at the same time as the site is mowed, in which case they shall be cut down to grade and removed from the site. If the contractor cuts down sapling trees without prior request or authorization, the contractor will not be paid for that work order.

- 3. Compensation.** Contractor agrees to complete all work in accordance with the City's directions at the rate per job as listed in the "*Submittal Form*" completed by Contractor and attached hereto and incorporated herein by reference. The total payment for all jobs during the 2026 calendar year, including all jobs performed prior to the date of this Agreement regardless of payment, shall not exceed \$5,000.00.

Contractor shall invoice the City for payment for all jobs, which the City agrees to pay in due course. The invoice shall contain a detailed itemization of the services performed. Included with the invoice, Contractor shall include the complete work order cover sheet and a copy of the email previously sent to the City when the work was completed. This Agreement does not authorize an expenditure of City funds in excess of the total amount of \$5,000.00 without prior approval. Contractor agrees and acknowledges that, absent such prior approval, Contractor proceeds at Contractor's own risk with no guarantee of payment if the total amount billed to the City exceeds \$5,000.00.

4. **Term of Agreement.** The term of this Agreement commences on the date first written above and shall continue until April 1, 2027, unless sooner terminated by the City. The City may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon written notice to Contractor with the understanding that immediately upon receipt of that notice all services being performed under this Agreement shall cease. Upon receipt of such termination notice, Contractor shall invoice the City for all work completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed prior to the receipt of said notice.
5. **Insurance.** Contractor shall maintain Worker's Compensation insurance in accordance with the requirements under Illinois law. Contractor shall maintain employer's liability, public liability, and property damage insurance at all times in amounts acceptable to the City covering the work described herein. Insurance policies shall not be altered, materially changed, or cancelled without giving fifteen (15) days' prior written notice to the City. Certificates of all such insurance must be submitted to the City with the Agreement.
6. **Equipment.** Unless otherwise specifically provided, all labor, supervision, tools, materials, and equipment shall be provided by Contractor and shall be suitable for the purpose intended for the performance of all operations incidental to the initial cleanup, mowing, and trimming to keep the designated improved areas and roadsides of the City in a neat and orderly appearance. All equipment shall be inspected by the City as part of the pre-certification process.
7. **Non-Exclusive.** The City expressly reserves the right to engage similar services of any other contractor at all times. The City may add qualified contractors to remove contractors from the pre-qualified list at any time in the City's sole discretion. Reasons for removal include, but are not limited to, the following: (a) Breach of any conditions contained in this Agreement or the Application; (b) Violation of federal, state, or local law; (c) Poor workmanship or substandard equipment use; (d) Failure to maintain Worker's Compensation or other required insurance; (e) Failure to complete contracts in a timely fashion; (f) Fraud, collusion, or providing false or misleading information; (g) Three (3) consecutive failures to respond to calls or accept jobs when offered; and/or (h) Failure to properly follow the process for assignment and payment. Any Contractor terminated from the program may be barred from further participation for up to three (3) years.
8. **Certifications.** Contractor certifies that Contractor: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois

Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*; (iv) will comply with the nondiscrimination provisions of all applicable laws, including the City's Code of Ordinances (as amended), and will take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, or handicap; and (v) has listed all persons with any ownership interest in the business or entity defined as Contractor in the Contractor's "Submittal Form". Contractor further certifies that no other person has any interest in the work to be performed hereunder, that the Application is unrelated to any other person, party, or entity making an application, and that the Application has been submitted in good faith without collusion or fraud.

9. **Independent Contractor.** Contractor is an independent contractor and shall not be deemed a partner or agent of, or joint venture, with the City. Neither Contractor nor Contractor's employees or agents shall be deemed the employees or agents of the City. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without the prior written consent of such other party. Contractor hereby acknowledges that Contractor: (i) has no personal or financial interest in the services other than the compensation to be paid hereunder; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the services; and (iii) does not and will not employ or engage any personnel with a personal or financial interest in any part of the services. Contractor, as an independent contractor, covenants and agrees that Contractor, Contractor's employees, servants, and/or agents will neither hold itself/themselves out as, nor claim to be, an employee, servant, or agent of the City, and that Contractor, Contractor's employees, servants and/or agents will not make claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, insurance coverage/benefits or retirement membership or credit. Contractor is specifically denied the right of using in any form or medium the name of any of the City for public advertising unless express permission is granted by a vote of the City Council.
10. **Federal, State, and Local Laws.** Contractor shall comply with all applicable federal, state, and local laws. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, depending on the nature and circumstances of each job, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). Contractor shall maintain all necessary licenses and certifications required while performing the work described herein and shall obtain all required permits, if any.
11. **Waiver of Performance.** No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions of any timely performance of such terms and conditions.
12. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Illinois. The City and Contractor voluntarily and freely submit to a court of competent jurisdiction in Montgomery County, Illinois, should any dispute arise between the City and Contractor.

13. **Assignment and Subcontracting.** Contractor shall not assign this Agreement or any job without the prior written consent of the City. Contractor shall not subcontract the services, and no subcontracting of the services or any right or interest therein by Contractor shall be effective without the prior written consent by the City. Subcontracts, if permitted, shall contain a provision obligating each subcontractor of every tier to consent.
14. **City Representative.** The City shall give all instructions to Contractor through the City's designated representative:

Name, title, and contact information

15. **Entire Agreement.** No amendment, alternation, modification of, or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement, including the exhibits hereto, contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any and all prior agreements, understandings, representations, and discussions between the parties.
16. **Indemnification.** Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons and shall defend, indemnify, and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature of or by anyone resulting from or arising out of Contractor's operations in connection with the work described herein. The foregoing provision shall survive the expiration or termination of this Agreement. Insurance coverage specified in this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit Contractor's liability. Contractor shall procure and maintain any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

CONTRACTOR:

Randle Lawn Care, LLC

BY: *C. E. R.*

Individually, or
by its Duly Authorized Officer
or Representative, if applicable

CITY OF HILLSBORO, ILLINOIS
A Municipal Corporation

By: *Don E. Downs*
Don E. Downs, Mayor

ATTEST:

David Jenkins
David Jenkins, City Clerk

Joint Request for Qualifications & Proposals

2026 Nuisance Weed & Grass Abatement Services

City of Hillsboro

City of Nokomis

City of Coffeen

City of Witt



Christopher E. Sherer
Attorney
csherer@gwcbllaw.com

GIFFIN WINNING COHEN & BODEWES, P.C.

ATTORNEYS AT LAW

ESTABLISHED 1911

(217) 525-1571
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CHRISTOPHER E. SHERER
MATTHEW R. TRAPP
JASON E. BROKAW

SAMANTHA A. BOBOR
JACKSON B. FREDMAN
JASON R. VINCENT
MATTHEW A. COOK

Of Counsel:
JOHN L. SWARTZ
R. MARK MIFFLIN

JOINT REQUEST FOR QUALIFICATIONS & PROPOSALS

Lawn care, mowing, and grass cutting professionals are invited to submit their qualifications and proposals to provide calendar year 2026 grass cutting services for the City of Hillsboro, City of Nokomis, City of Coffeen, and/or City of Witt (collectively, the “Cities” and individually, each a “City”).

A copy of the Joint Request for Qualifications & Proposals can be obtained during normal business hours at the following locations:

Hillsboro City Hall, 447 South Main Street, Hillsboro, IL
Nokomis City Hall, 22 South Cedar Street, Nokomis, IL
Witt Municipal Building, 106A West Broadway, Witt, IL
Coffeen City Hall, 107 Locust Street, Coffeen, IL

The completed and signed Submittal Form should be forwarded to the contact and address listed below and received no later than 3:00 p.m. on **Thursday, April 2, 2026:**

RFQ – Weed and Grass Abatement Services
c/o Christopher E. Sherer
Giffin, Winning, Cohen & Bodewes, P.C.
900 Community Drive
Springfield, IL 62703

You may also submit your proposals electronically in PDF format to RFQ@gwcbllaw.com with the subject line “RFQ – Weed and Grass Abatement Services”. All submissions will be made to the Cities’ legal counsel and disseminated to the respective Cities after the deadline. Proposals must be good for 60 days and may not be withdrawn after the deadline. Submittals received after the deadline *will not be accepted*.

Contractors shall pay not less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under any contract awarded to this RFP, depending on the nature and circumstances of each job, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The selected company should provide pricing for prevailing wage and non-prevailing wage jobs (if applicable) in their proposal.

Each City reserves the right to reject any or all proposals and reserves the right to waive any irregularities in bidding, which in their considered opinion is warranted. No proposals shall be withdrawn for sixty (60) days after the deadline.

PURPOSE

The Cities are seeking to procure the services of contractors for the purpose of providing nuisance weed and grass abatement services for each City.

SERVICES

Grass cutting

Selected contractors agree to provide grass cutting services in accordance with the terms and conditions of the attached Agreement. All work shall be performed in a skillful and workmanlike manner as defined by the Mayor of the City for whom the services are being provided. Each City will select its own contractors. Selected contractors will be placed on a pre-qualified rotating call list and will be notified of pending jobs by telephone. If no response is received from the contractor, the next contractor on the list will be called. The job will be awarded to the first contractor on the list who is ready, able, and willing to immediately complete the job. After a contractor has accepted a job, the list will rotate to the City's next contractor. Following the award of a job, contractors must complete all work within forty-eight (48) hours of the time the job was awarded by telephone to the contractor.

Items to include for payment

Contractors must use a digital camera to photograph the entire lot both before work starts and after work is completed. All photos must be time and date stamped and must have been taken from the same angle (depicting the entire lot). Pictures are to be emailed with the contractor's invoice in .jpg format to the point of contact designated by the City within 120 hours of the time the job was awarded by telephone to the contractor. The address where the work was done must be included in subject field of the email and in the .jpg file name. If time and date stamped digital photos are not submitted, the contractor will not be paid for mowing that site. A contractor will not receive any more work until an invoice for the previous job awarded is turned in to the City.

All photos must be in focus and must clearly show the condition of the site before mowing and the condition of the site after mowing. A measuring gauge approved by the City must appear in all photos. The contractor must position the measuring gauge in a completely vertical position, and the measuring gauge must appear in the photo taken before the lot is mowed and in the photo taken after the lot is mowed, in the same location. Examples are attached as pages 12 through 17 of this Joint Request for Qualifications & Proposals.

Contractors are responsible for mowing the entire lot, including all the way out to the alleys, sidewalks, and/or streets. If there is a building on the lot, contractors must take before and after photos of the front yard and of the back yard.

The contractor shall perform all work and provide all equipment and personnel

necessary to complete the job within the 48-hour timeframe specified herein. If the City is not satisfied with the contractor's work after touring the site and/or reviewing the contractor's photos, the contractor will be asked to re-cut the lot at no additional cost to the City.

If the lot appears to have been recently cut, the contractor shall supply a picture in .jpg format and indicate "DBO" (Done by Owner) in the body of the email. The contractor will not receive any compensation for lots that have already been cut before arrival.

Requirements for picking up plastic bags, paper debris, and cardboard debris

Upon arriving at a site, the contractor shall inspect the site for the presence of plastic bags, paper debris, and cardboard debris. All of these materials must be picked up by the contractor before mowing begins. If the contractor feels there is an unreasonable amount of debris at the site, the contractor shall contact the official specified by the City. The specified City official (or designee) will inspect the site and, if there is an unreasonable amount of debris at the site, may either have a City work crew clean up the site before mowing begins or authorize the contractor to remove the debris at the rate specified on the Submittal Form.

Upon completion of the job, the site and adjoining streets and sidewalks must be cleared of all debris. All of these materials shall be removed from the site by the contractor and shall be disposed of legally at no additional charge to the City. Some sites may contain sapling trees, defined here as trees ½" to 1 ½" in diameter. The City may request that the contractor remove sapling trees at the same time as the site is mowed, in which case they shall be cut down to grade and removed from the site. If the contractor cuts down sapling trees without prior request or authorization, the contractor will not be paid for that work order.

TERM AND TERMINATION

The term of this engagement commences on the date indicated upon the executed agreement and shall continue until April 1, 2027, unless sooner terminated by the City. The City may cancel or indefinitely suspend further work hereunder or terminate the Agreement upon written notice to the contractor with the understanding that, immediately upon receipt of that notice, all services being performed under this Agreement shall cease. Upon receipt of such termination notice, the contractor shall invoice the City for all work completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed prior to the receipt of said notice. Any contractor who exceeds 3 or more compliance violations during the term of this contract may be terminated from further work with the City.

Any contractor found misrepresenting work performed will be immediately terminated from further work with the City. Any contractor terminated from the program may be barred from further participation for up to thirty-six (36) months from the date of the infraction.

COMPENSATION

Compensation for the selected contractors shall be under the terms outlined in the applicable agreement with the City. A template agreement is attached for reference.

DEADLINE

All submittals should be forwarded to the following address and must be received no later than **3:00 p.m. on Thursday, April 2, 2026** and should be addressed to:

RFQ – Weed and Grass Abatement Services
c/o Christopher E. Sherer
Giffin, Winning, Cohen & Bodewes, P.C.
900 Community Drive
Springfield, IL 62703

Submittal Forms may also be transmitted electronically in PDF format to RFQ@gwcbllaw.com with the subject line “RFQ – Weed and Grass Abatement Services”.

SELECTION PROCESS

Each City will review the submittals and will determine the contractors best suited to provide services for their respective City during this agreement period. It is the purpose of this review to obtain the highest quality of services and to maximize, to the fullest extent possible, the value of the public funds of the Cities involved. Each City may make an award to a contractor or contractors after taking the following factors into consideration:

- Qualifications as outlined in the attached agreement and Submittal Form.
- Proper equipment as outlined in the attached agreement.
- Expertise and track record in providing services to a City in previous years.
- Locally headquartered and operated, as indicated on the Submittal Form and supported with proof of residency documentation (*e.g.*, driver’s license, State issued identification, property tax bill, utility bills, other mail with address, etc.). No post office boxes will be accepted for an address.

Each City reserves the right to limit the number of contracts awarded to any single address/headquarters. Any and/or all submittals received in response to this request may be rejected for any reason.

Selected contractors will be notified by the City making the selection and may be required to attend a mandatory pre-engagement meeting, at which time contract execution and work assignment details will be covered.

SAMPLE CONTRACT

TO BE COMPLETED ONLY UPON AWARD OF CONTRACT

CITY OF _____
2026 GRASS CUTTING SERVICES AGREEMENT

THIS GRASS CUTTING SERVICES AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the CITY OF _____, ILLINOIS, a municipal corporation (the "City") and ("Contractor") whose mailing address for purposes of this Agreement is listed in the Agreement.

WITNESSETH:

WHEREAS, Contractor responded to a *Joint Request for Qualifications & Proposals*, a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

WHEREAS, the City desires to procure the services of Contractor for the purpose of providing grass cutting services for the City; and

WHEREAS, Contractor has previously submitted a "*Submittal Form*", a copy of which is attached hereto and incorporated by reference as part of this Agreement; and

WHEREAS, the City has conducted such investigation of Contractor as the City deems appropriate; and

WHEREAS, the City has determined that Contractor possesses the necessary qualifications, equipment, and expertise to provide said services to the City and is ready, willing, and able to provide said services to the City upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. **Terms and Conditions.** Contractor shall be bound by the terms and conditions of this Agreement and the *Joint Request for Qualifications & Proposals*. In the event the terms of the *Joint Request for Qualifications & Proposals* and the terms of this Agreement conflict, the terms of this Agreement shall control.
2. **Services.** Contractor agrees to provide grass cutting services as described in the *Joint Request for Qualifications & Proposals* in accordance with the terms and conditions of the *Joint Request for Qualifications & Proposals* and this Agreement. All work shall be performed in a skillful and workmanlike manner as defined by the City. Contractor has been placed on a pre-qualified rotating call list and will be notified of pending jobs by telephone. If no immediate response is received from the Contractor, the next Contractor on the list will be called. The job will be awarded to the first contractor on the list who is ready, able, and willing to immediately complete the job. After a Contractor has accepted a job, the list rotates to the next Contractor.

Following the award of a job, Contractor must use a digital camera to photograph the entire lot both before work starts and after work is completed. All photos must be time and date stamped and must have been taken from the same angle (depicting the entire lot). Pictures are to be emailed with the contractor's invoice in .jpg format to the point of contact designated by the City within 120 hours of the time the job was awarded by telephone to the contractor. The address where the work was done must be included in

subject field of the email and in the .jpg file name. If time and date stamped digital photos are not submitted, the contractor will not be paid for mowing that site. A contractor will not receive any more work until an invoice for the previous job awarded is turned in to the City.

All photos must be in focus and must clearly show the condition of the site before mowing and the condition of the site after mowing. A measuring gauge approved by the City must appear in all photos. The contractor must position the measuring gauge in a completely vertical position, and the measuring gauge must appear in the photo taken before the lot is mowed and in the photo taken after the lot is mowed, in the same location. Examples are attached in pages 12 through 17 of this *Joint Request for Qualifications & Proposals*.

Contractors are responsible for mowing the entire lot, including all the way out to the alleys, sidewalks, and/or streets. If there is a building on the lot, contractors must take before and after photos of the front yard and of the back yard.

The contractor shall perform all work and provide all equipment and personnel necessary to complete the job within the 48-hour timeframe specified herein. If the City is not satisfied with the contractor's work after touring the site and/or reviewing the contractor's photos, the contractor will be asked to re-cut the lot at no additional cost to the City.

If the lot appears to have been recently cut, the contractor shall supply a picture in .jpg format and indicate "DBO" (Done by Owner) in the body of the email. The contractor will not receive any compensation for lots that have already been cut before arrival.

Upon arriving at a site, the contractor shall inspect the site for the presence of plastic bags, paper debris, and cardboard debris. All of these materials must be picked up by the contractor before mowing begins. If the contractor feels there is an unreasonable amount of debris at the site, the contractor shall contact the official specified by the City. The specified City official (or designee) will inspect the site and, if there is an unreasonable amount of debris at the site, may either have a City work crew clean up the site before mowing begins or authorize the contractor to remove the debris at the rate specified on the "*Submittal Form*".

Upon completion of the job, the site and adjoining streets and sidewalks must be cleared of all debris. All of these materials shall be removed from the site by the contractor and shall be disposed of legally at no additional charge to the City. Some sites may contain sapling trees, defined here as trees ½" to 1 ½" in diameter. The City may request that the contractor remove sapling trees at the same time as the site is mowed, in which case they shall be cut down to grade and removed from the site. If the contractor cuts down sapling trees without prior request or authorization, the contractor will not be paid for that work order.

- 3. Compensation.** Contractor agrees to complete all work in accordance with the City's directions at the rate per job as listed in the "*Submittal Form*" completed by Contractor and attached hereto and incorporated herein by reference. The total payment for all jobs during the 2026 calendar year, including all jobs performed prior to the date of this Agreement regardless of payment, shall not exceed \$5,000.00. Contractor shall invoice the City for payment for all jobs, which the City agrees to pay in due course. The invoice shall contain a detailed itemization of the services

performed. Included with the invoice, Contractor shall include the complete work order cover sheet and a copy of the email previously sent to the City when the work was completed. This agreement does not authorize an expenditure of City funds in excess of the total amount of \$5,000.00 without prior approval. Contractor agrees and acknowledges that, absent such prior approval, Contractor proceeds at Contractor's own risk with no guarantee of payment if the total amount billed to the City exceeds \$5,000.00.

4. **Term of Agreement.** The term of this Agreement commences on the date first written above and shall continue until April 1, 2027, unless sooner terminated by the City. The City may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon written notice to Contractor with the understanding that immediately upon receipt of that notice all services being performed under this Agreement shall cease. Upon receipt of such termination notice, Contractor shall invoice the City for all work completed and shall be compensated in accordance with the terms of this Agreement for all services satisfactorily performed prior to the receipt of said notice.
5. **Insurance.** Contractor shall maintain Worker's Compensation insurance in accordance with the requirements under Illinois law. Contractor shall maintain employer's liability, public liability, and property damage insurance at all times in amounts acceptable to the City covering the work described herein. Insurance policies shall not be altered, materially changed, or cancelled without giving fifteen (15) days' prior written notice to the City. Certificates of all such insurance must be submitted to the City with the Agreement.
6. **Equipment.** Unless otherwise specifically provided, all labor, supervision, tools, materials, and equipment shall be provided by Contractor and shall be suitable for the purpose intended for the performance of all operations incidental to the initial cleanup, mowing, and trimming to keep the designated improved areas and roadsides of the City in a neat and orderly appearance. All equipment shall be inspected by the City as part of the pre-certification process.
7. **Non-Exclusive.** The City expressly reserves the right to engage similar services of any other contractor at all times. The City may add qualified contractors to remove contractors from the pre-qualified list at any time in the City's sole discretion. Reasons for removal include, but are not limited to, the following: (a) Breach of any conditions contained in this Agreement or the Application; (b) Violation of federal, state, or local law; (c) Poor workmanship or substandard equipment use; (d) Failure to maintain Worker's Compensation or other required insurance; (e) Failure to complete contracts in a timely fashion; (f) Fraud, collusion, or providing false or misleading information; (g) Three (3) consecutive failures to respond to calls or accept jobs when offered; and/or (h) Failure to properly follow the process for assignment and payment. Any Contractor terminated from the program may be barred from further participation for up to three (3) years.
8. **Certifications.** Contractor certifies that Contractor: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*;

(iv) will comply with the nondiscrimination provisions of all applicable laws, including the City's Code of Ordinances (as amended), and will take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, or handicap; and (v) has listed all persons with any ownership interest in the business or entity defined as Contractor in the Contractor's "Submittal Form". Contractor further certifies that no other person has any interest in the work to be performed hereunder, that the Application is unrelated to any other person, party, or entity making an application, and that the Application has been submitted in good faith without collusion or fraud.

9. **Independent Contractor.** Contractor is an independent contractor and shall not be deemed a partner or agent of, or joint venture, with the City. Neither Contractor nor Contractor's employees or agents shall be deemed the employees or agents of the City. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without the prior written consent of such other party. Contractor hereby acknowledges that Contractor: (i) has no personal or financial interest in the services other than the compensation to be paid hereunder; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the services; and (iii) does not and will not employ or engage any personnel with a personal or financial interest in any part of the services. Contractor, as an independent contractor, covenants and agrees that Contractor, Contractor's employees, servants, and/or agents will neither hold itself/themselves out as, nor claim to be, an employee, servant, or agent of the City, and that Contractor, Contractor's employees, servants and/or agents will not make claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, insurance coverage/benefits or retirement membership or credit. Contractor is specifically denied the right of using in any form or medium the name of any of the City for public advertising unless express permission is granted by a vote of the City Council.
10. **Federal, State, and Local Laws.** Contractor shall comply with all applicable federal, state, and local laws. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, depending on the nature and circumstances of each job, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). Contractor shall maintain all necessary licenses and certifications required while performing the work described herein and shall obtain all required permits, if any.
11. **Waiver of Performance.** No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions of any timely performance of such terms and conditions.
12. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Contractor voluntarily and freely submit to a court of competent jurisdiction in Montgomery County, Illinois, should any dispute arise between the City and Contractor.

13. **Assignment and Subcontracting.** Contractor shall not assign this Agreement or any job without the prior written consent of the City. Contractor shall not subcontract the services, and no subcontracting of the services or any right or interest therein by Contractor shall be effective without the prior written consent by the City. Subcontracts, if permitted, shall contain a provision obligating each subcontractor of every tier to consent.

14. **City Representative.** The City shall give all instructions to Contractor through the City's designated representative:

Name, title, and contact information

15. **Entire Agreement.** No amendment, alternation, modification of, or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement, including the exhibits hereto, contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any and all prior agreements, understandings, representations, and discussions between the parties.

16. **Indemnification.** Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons and shall defend, indemnify, and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature of or by anyone resulting from or arising out of Contractor's operations in connection with the work described herein. The foregoing provision shall survive the expiration or termination of this agreement. Insurance coverage specified in this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit Contractor's liability. Contractor shall procure and maintain any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

CONTRACTOR:

CITY OF _____, ILLINOIS
A Municipal Corporation

BY: _____
Individually, or
by its Duly Authorized Officer
or Representative, if applicable

By: _____
_____, Mayor









05/17/2018 10:50 AM





SUBMITTAL FORM

2026 Nuisance Weed & Grass Abatement Services

Company Name: _____

Owner(s): _____

Business Address: _____

Phone Number: _____

Email: _____

Reference List

Name of company or municipality

Contact person

Phone number/email

Type of work performed

Name of company or municipality

Contact person

Phone number/email

Type of work performed

Name of company or municipality

Contact person

Phone number/email

Type of work performed

Name of company or municipality

Contact person

Phone number/email

Type of work performed

Name of company or municipality

Contact person

Phone number/email

Type of work performed

Mark each City for which this proposal is submitted:

Hillsboro

Nokomis

Witt

Coffeen

Pricing:

<u>Lot Size:</u>	Grass Height 8-12"	Grass Height 12"+	Later Maintenance Cuts
Up to 6,000 ft ²	\$ _____	\$ _____	\$ _____
Up to 12,000 ft ²	\$ _____	\$ _____	\$ _____
More than 12,000 ft ²	\$ _____	\$ _____	\$ _____
Debris/garbage removal	\$ _____		
Brush removal	\$ _____		

Owner Signature

Date

Mark each City for which this proposal is submitted:

Hillsboro

Nokomis

Witt

Coffeen

Pricing:

<u>Lot Size:</u>	Grass Height 8-12"	Grass Height 12"+	Later Maintenance Cuts
Up to 6,000 ft ²	\$ <u>65</u>	\$ <u>130</u>	\$ <u>50</u>
Up to 12,000 ft ²	\$ <u>130</u>	\$ <u>260</u>	\$ <u>100</u>
More than 12,000 ft ²	\$ <u>220</u>	\$ <u>440</u>	\$ <u>145</u>
Debris/garbage removal	\$ <u>50</u>		
Brush removal	\$ <u>125</u>		

Owner Signature

Date

C. Coffeen

3-13-26

SUBMITTAL FORM

2026 Nuisance Weed & Grass Abatement Services

Company Name: Randle Lawn Care LLC

Owner(s): Caleb Randle

Business Address: P.O. Box 152
Hillsboro, IL 62049

Phone Number: 217-710-3849

Email: randlelawncare@gmail.com

Reference List

Hillsboro Health
Name of company or municipality

Michael Alexander
Contact person

678-378-3411
Phone number/email

Routine Lawn Maintenance
Type of work performed

MCR Realty
Name of company or municipality

Brandi Lentz
Contact person

217-532-2525
Phone number/email

As-Needed Grounds Maintenance
Type of work performed

Midwest Services Group
Name of company or municipality

Dan George
Contact person

618-267-3549
Phone number/email

Routine Lawn Maintenance
Type of work performed

Montgomery Nursing + Rehab.
Name of company or municipality

Chris Cox
Contact person

618-292-1517
Phone number/email

Routine Lawn Maintenance
Type of work performed

Curaleaf Inc
Name of company or municipality

Tim Reynolds
Contact person

217-656-2216
Phone number/email

Routine Lawn Maintenance
Type of work performed

CITY OF HILLSBORO, ILLINOIS

Resolution No. 2026-20

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

WHEREAS, the City of Hillsboro, Illinois (the "City") an Illinois non-home rule municipal corporation pursuant to Article VII, § 7 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

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

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

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

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

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

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

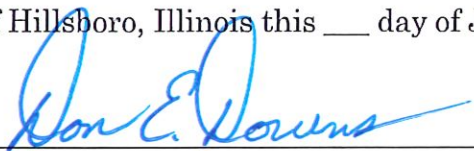
SECTION 1: The recitals contained above in the preamble of this Resolution are hereby incorporated herein by reference, the same as if set forth in this Section of this Resolution verbatim, as findings of the City Council of the City of Hillsboro, Illinois.

SECTION 2: The Mayor is hereby authorized and directed to execute such documents as may be necessary to petition the Zoning Board of Appeals, as herein authorized, to consider and make recommendations regarding amendments to the Zoning Code regarding the siting of wind energy conversion systems. The City Clerk is hereby authorized to acknowledge and attest to such petition and such other documents and to affix thereto the seal of the City as may be necessary to effectuate the intent of this Resolution.

Adopted this 2nd day of June, 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 Hillshoro, Illinois this ___ day of June, 2026.



 MAYOR

ATTEST:



 CITY CLERK



Application Date: _____

Meeting Date: _____

Council Meeting Date: _____

APPLICATION FOR:

- ZONING VARIANCE - \$35.00, plus mailing & publication costs
- SPECIAL USE PERMIT - \$35.00, plus mailing & publication costs
- INTERPRETATION OF CODE (APPEAL) - \$35.00, plus mailing & publication costs
- AMENDMENTS - \$35.00, plus mailing & publication costs

Applicant: City of Hillsboro

Address: _____

Phone Number: _____ Business: _____

Home: _____

Cell: _____

Email Address: _____

Owner of Property: _____

Address of Owner: _____

Signature of Owner: _____

Street Address of Property: _____

Legal Description of Property (please attach)

Request (detailed):

Text amendment to Zoning Code regarding wind energy conversion systems. See Resolution No. 2026-20. Attached hereto as reference for the Zoning Board of Appeals is the Village of Brimfield's wind energy conversion systems ordinance.

The ZBA is encouraged to give this consideration in light of the potential for installations within 1-1/2 miles of the city limits and in areas into which the City may develop in the future. It is anticipated that the City's attorneys will provide the ZBA with a proposed ordinance based on Brimfield's. Thank you in advance for your hard work on these issues.

Zoning Variances

40-10-21 "The Zoning Board of Appeals shall not grant any variance unless they find that the proposed variance is consistent with the general purposes of this code, and that strict application of the district requirements would result in great practical difficulties or hardship to the applicant."

Describe Demonstrable Hardship/Difficulty:

Applicants are encouraged to submit a site plan showing lot dimensions in relation to the proposed building construction.

**ORDINANCE AMENDING CHAPTER 18
OF THE BRIMFIELD MUNICIPAL CODE
ORDINANCE NUMBER 2024 - _____**

WHEREAS, the Village of Brimfield is a municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, the Illinois Municipal Code, provides that municipalities are authorized to exercise their zoning powers throughout their corporate limits, and for a distance of one and one-half miles beyond their corporate limits; and

WHEREAS, under the Illinois Municipal Code, 65 ILCS 11-13-26, the Village may regulate industrial scale wind energy conversion systems within its zoning jurisdiction and for a distance of one and one-half miles beyond its corporate limits; and

WHEREAS, in accordance with Chapter 18, Article XV, Section 18.200 of the Brimfield Village Code, the proposed amendment to Chapter 18 of the Brimfield Village Code (known as the “WIND ENERGY CONVERSION SYSTEMS ORDINANCE”) was referred to the Village Zoning Board for a public hearing and recommendations; and

WHEREAS, at the conclusion of the public hearing, the Village Zoning Board recommended approval of the proposed WIND ENERGY CONVERSION SYSTEMS ORDINANCE; and

WHEREAS, the Village President and Board find that it is in the best interests of the health, safety, and welfare of the citizens of the Village of Brimfield to amend Chapter 18 of the

Village to adopt the proposed WIND ENERGY CONVERSION SYSTEM ORDINANCE provided herein.

NOW, THEREFORE:

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRIMFIELD, PEORIA COUNTY, ILLINOIS, as follows:

Chapter 18 of the Village of Brimfield Municipal Code is amended by adding sections 18.2301 through 18.2314 which shall be known as the WIND ENERGY CONVERSION SYSTEM ORDINANCE.

WIND ENERGY CONVERSION SYSTEMS

Section 18.2301 Introduction

Section 18.2302 Applicability and Interpretation

Section 18.2303 Severability

Section 18.2304 Prohibitions

Section 18.2305 Definitions

Section 18.2306 Liability Insurance

Section 18.2307 Indemnification, Reimbursement, and Hold Harmless Agreement

Section 18.2308 Design and Installation

Section 18.2309 Setback Requirements

Section 18.2310 Maintenance

Section 18.2311 Other Conditions

Section 18.2312 Special Use Permit Required

Section 18.2313 Defaults, Violations, and Remedies

Section 18.2314 Administration and Enforcement

Section 18.2301. Introduction

1. **TITLE:** This Ordinance shall be known, cited, and referred to as the Village of Brimfield Wind Energy Conversion Systems Ordinance.
2. **PURPOSE:** The purpose of this Ordinance is to provide regulations for the permitting of wind energy conversion systems (“WECS”) and provide restrictions for the development of WECS to ensure the quality of life for the citizens of the Village of Brimfield. Nothing in the Ordinance is meant to augment or diminish existing opportunities for public participation.
3. **EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage.

Section 18.2302. Applicability and Interpretation

This Ordinance governs the siting of WECSs including Substations utilized for commercial and non-commercial use within the Village of Brimfield and the one-and-one-half mile area surrounding the Village.

The provisions of these regulations shall be held to be the minimum requirements adopted for the promotion and preservation of public health, safety and general welfare of the Village. These regulations are not intended to repeal, abrogate, annul or in any manner interfere with existing regulations or laws of the Village nor conflict with any statutes of the State of Illinois, except that these regulations shall prevail in cases where these regulations impose a greater restriction than is provided by existing statutes, laws or regulations.

Nothing in this Ordinance is intended to preempt any other applicable State or Federal laws and/or regulations.

Section 18.2303. Severability

If any section, paragraph, clause, phrase or part of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of these regulations, and the application of those provisions to any persons or circumstances shall not be affected thereby.

Section 18.2304. Prohibitions

No WECS or Substation shall be constructed, erected, installed, or located within the Village of Brimfield and the surrounding one-and-one-half mile area unless prior approval has been obtained for each individual WECS or Substation pursuant to this Ordinance.

Section 18.2305. Definitions

The following words and terms, when used in this Ordinance, shall have the meaning set forth, except where otherwise specifically indicated.

For the purposes of this Ordinance, the following definitions are adopted:

1. "Application" shall mean the application for a WECS Special Use Permit and siting approval for a WECS Project submitted to the Village pursuant to this Ordinance.
2. "Applicant" shall mean the entity or person who submits to the Village of Brimfield an application for the siting of any WECS or Substation or thereafter operates or owns a WECS.
3. "FAA" refers to the Federal Aviation Administration.
4. "Fall Zone" shall mean the area, defined as the farthest distance from the WECS Tower base, in which a WECS Tower will collapse in the event of a structural failure. This area is the total height of the structure plus length of blade.

5. "Feeder Line" shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the electric power grid.
6. "Financial Assurance" shall mean a reasonable assurance from a credit worthy party, examples of which include, a surety bond, performance bond, trust instrument, cash escrow, or irrevocable letter of credit, that is deemed acceptable by the Village, in its sole discretion.
7. "Host Agreement" shall mean an agreement between the Applicant and the Village which addresses the economic development and growth impacts to the Village caused by hosting any WECS within the borders of the Village and the 1 ½ mile area surrounding the Village.
8. "Meteorological Tower" shall mean, for the purposes of this Chapter, towers which are erected primarily to measure wind speed and direction plus other data relevant to siting WECS. For purposes of this ordinance, Meteorological Towers do not include towers and equipment used by airports, the Illinois Department of Transportation, or other similar applications or government agencies, to monitor weather conditions.
9. "Non-Participating Landowner" refers to a person who owns land or real property in the WECS Regulatory Jurisdiction who is not an Applicant, Owner or Operator and has not entered into a contract, lease, option or agreement with the Applicant, Owner or Operator concerning a WECS project within the WECS Regulatory Jurisdiction.
10. "Off-Grid System(s)" refers to a system that supplies electrical power solely for on-site use.
11. "Operator" refers to the entity responsible for day-to-day operation and maintenance of the WECS, including any third party subcontractors.
12. "Owner" refers to the entity or entities with an equity interest in the WECS including their respective successors and assigns. Owner does not mean the real property owner where the WECS is located unless the property owner has an equity interest in the WECS. Owner also does not mean any person holding a security interest in the WECS solely to secure an extension of credit, or a person foreclosing on such a security interest provided that after foreclosure such person seeks to sell the WECS within one year of such event.
13. "Participating Landowner" refers to a person who owns land in the WECS Regulatory Jurisdiction and is either personally the Applicant, Owner or Operator of a WECS or has entered into a contract, lease, option or other agreement with an Applicant, Owner or Operator of a WECS.
14. "Person" refers to a real person or legal entity as recognized by Illinois law.
15. "Primary Structure" shall mean the structure that can be occupied by one or more persons for either business or personal reasons, including residences, dwellings, commercial buildings, schools, churches, hospitals, retail buildings, day care facilities, hunting sheds, storage sheds, pool houses, garages and barns.

16. "Professional Engineer" refers to a qualified individual who is licensed as a professional engineer in the State of Illinois.
17. "Property Line" refers to the boundary line of the area over which the entity applying for a WECS permit has legal control for the purposes of installation of a WECS.
18. "Public Conservation Lands" shall mean land owned in fee title by state or federal agencies and managed specifically for conservation purposes, including, but not limited to, state wildlife management areas, state and federal parks, state scientific and natural areas, federal wildlife refuges and waterfowl production areas. For the purposes of this Chapter public conservation lands will also include lands owned in fee title by nonprofit conservation organizations. Public conservation lands do not include private lands upon which conservation easements have been sold to public resource management agencies or nonprofit conservation organizations.
19. "Rated Wind Speed" shall mean the lowest wind speed at which the rated output power of an electric-generating wind device is produced.
20. "Rotor" shall mean an element of a wind energy system that acts as a multibladed airfoil assembly, thereby extracting through rotation, kinetic energy directly from the wind.
21. "Rotor Diameter" refers to the diameter of the circle described by the moving rotor blades.
22. "Shadow Flicker" refers to the alternating changes in light intensity caused by the moving blade of a WECS casting shadows on the ground, roadways, objects, and/or structures.
23. "Sound Pressure" refers to the average weight at which sound energy is transmitted through a unit area in a specified direction. The pressure of the sound measured at a receiver.
24. "Sound Pressure Level" refers to the sound pressure mapped to a logarithmic scale in reported in decibels (db).
25. "Structural Engineer" refers to a qualified individual who is licensed as a structural engineer in the State of Illinois.
26. "Subject Property" refers to the real estate where a WECS, Substation, and/or accessory or supporting equipment is, or proposed to be, located.
27. "Substation" refers to any electrical facility designed to convert electricity produced by wind turbines for interconnection with high voltage transmission lines.
28. "Total Height" refers to the distance measured from grade to the upper most extension of any blade or the maximum height reached by any part of a WECS.
29. "Tower" shall mean the support structure to which the nacelle and rotor are attached, free standing or guyed structure that supports the wind turbine generator.

30. "Tower Height" refers to the distance from the rotor blade at its highest point to the top surface of the WECS foundation.
31. "Transmission Line" refers to electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electrical energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.
32. "Wind Energy Conversion System" ("WECS") refers to any device or combination of devices that convert wind energy into electricity through the use of a wind turbine generator which includes, but is not limited to, the turbine, blade, tower, base, pad transformer, supports, guy wires, generators, electrical lines, access roads, wiring, and any other accessory equipment, if any.
33. "WECS Project" refers to the collection of WECSs and Substations as specified in the siting approval application.
34. "WECS Regulatory Jurisdiction" refers to the jurisdictional limits of the Village of Brimfield and the 1½ miles surrounding its zoning jurisdiction.
35. "WECS Project" (or "facility") refers to one or more Wind Energy Conversion Systems (WECS(s)) which are intended to produce electricity for sale to a rate regulated or non-regulated utility or for use off site.
36. "Wind Turbine" and/or "Wind Turbine Generator" shall mean any piece of electrical generating equipment that converts the kinetic energy of moving or blowing wind into electrical energy through the use of airfoils or similar devices to capture the wind.
37. "Wind Site Assessment" refers to any assessment meant to determine the wind speeds at a specific area and the feasibility of use that site for construction of a wind energy system.

Section 18.2306. Liability Insurance

The Owner or Operator of any WECS shall maintain a current general liability policy covering bodily injury and property damage and name Village of Brimfield as an additional insured with limits of at least Ten Million Dollars and Zero Cents (\$10,000,000.00) per occurrence and of at least Twenty Million Dollars and Zero Cents (\$20,000,000.00) of annual aggregate with a deductible of no more than Ten Thousand Dollars and Zero Cents (\$10,000.00).

Section 18.2307. Indemnification, Reimbursement, and Hold Harmless Agreement

Any application for any WECS shall include an agreement in a form acceptable to the Village by the Applicant, Owner, or Operator to the Applicant to indemnify and hold harmless the Village and the Village's officers, Board members, trustees, employees, and agents from and against any and all damages, costs, remediation, claims, demands, lawsuits, appeals, losses, attorneys' fees and expenses to the extent arising out of or resulting from a permit authorizing the development, construction, building, operation, and/or maintenance of a WECS, WECS Project, or Substation.

Section 18.2308. Design and Installation

Any provisions contained in this Section are generally applicable to all WECS unless otherwise specifically stated in the applicable Section.

1. Design Safety Certification and Conformance to Codes and Standards: WECS and all components shall conform to all applicable industry standards, including those of the American National Standards Institute ("ANSI") and the International Electrical Commission. Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energie ("CGL"), or an equivalent third party. The WECS shall comply with all applicable local and county codes for electrical, mechanical and structural components of the facility. All documents provided for review shall be stamped by a Professional Engineer.
2. Each application shall contain a certification by a Structural Engineer that the foundation and tower design of the WECS are within accepted professional standards for the given proposed location.
3. Controls and Brakes: Any and all WECS shall be equipped with manual and automatic controls and mechanical brakes to limit rotation of the blades to a speed below the design limits of the WECS. A Professional Engineer must certify that the rotor and overspeed control design and fabrication conform to good engineering practices. No changes or alterations from the certified design shall be permitted unless accompanied by Professional Engineer.
4. Electrical Lines: Any and all electrical wires and lines connecting WECS to other WECS or substation shall be installed underground.
5. Utilities: All electrical components of the WECS shall conform to all applicable local utility standards and national electric codes. All electrical wires and lines connecting each WECS to other WECS shall be installed underground.
6. Color, Finish, and Appearance: The tower and the blades of the WECS shall be uniform in style and color and shall be off-white, light gray, or other neutral color. The finish of the tower and the blades shall be flat or matte and nonreflective. The required coloration and finish shall be maintained throughout the life of the system. The towers and blades shall be uniform in direction of blade rotation. Any on site buildings shall be designed such that they are unobtrusive to minimize the industrial character of the project. All colors, finishes and design shall conform to all applicable FAA requirements. Except for required warnings and tower identification, no lettering, company insignia, advertising or graphics shall be on any part of the tower, hub or the blades.
7. Signage: No WECS shall have any advertising material, writing, picture, or signage other than warning, equipment identification or ownership information. This prohibition shall include the attachment of any flag, decorative sign, streamers, pennants, ribbons, spinners or waiving, fluttering or revolving devices, but not

including meteorological/weather devices. Signs warning of the high voltage associated with a WECS shall be posted at every entrance to a WECS and at the base of all pad mounted transformers and substations. A sign that provides emergency contact information and the phone number of a representative of the Applicant, Owner or Operator who is responsible for responding to emergencies at the Site on the Applicant, Owner or Operator's behalf, shall be posted near each tower and operations and maintenance buildings. Visible, reflective, colored objects such as flags, reflectors or tape shall be placed on the anchor points of guywires, if any, and along the guywires up to a height of not less than eight feet (8') from the ground. Each tower shall have posted a unique number for identification purposes which shall be posted near each WECS and the operations and maintenance buildings.

8. Power Lines: All electrical control wiring and power lines shall be wireless or not aboveground except where WECS Project collector wiring is brought together for connection to the transmission or distribution network, adjacent to that network.
9. Access Roads: The applicant shall minimize the number and width of access roads, minimize cut and fill on sloping terrain and use natural terrain where feasible for these access points.
10. Lighting: Towers, blades, and/or other WECS components shall not be artificially lit unless otherwise required by the FAA. If required by the FAA to be lit, the lights shall meet the FAA requirements at the lowest intensity allowed. WECS shall use Aircraft Lighting Detection Systems ("ADLS") approved by the FAA which keep all lights off until an aircraft approaches. No glare shall extend beyond the boundaries of the WECS. Red lights which are timed to activate at intervals in unison are required for nighttime illumination. The Applicant shall use and seek leave from the FAA to utilize the least intrusive lighting possible. The flash intervals of the lighting scheme of the entire WECS Project shall be synchronized.
11. Landscaping: Applicant shall minimize the disruption of natural environment, retain existing vegetation and native plant species to the maximum extent feasible and replant with native vegetation. If existing vegetation is disturbed during construction.
12. Climb Prevention: Any and all WECS shall be designed to prevent unauthorized access to electrical and mechanical components or access to the towers on the site. All WECSs must utilize a monopole design with an internal ladder and locked access door and all other WECS such design is preferred and guy wired towers are disfavored. All towers shall not be climbable from the ground to fifteen feet (15') aboveground and all access doors to towers and equipment shall be lockable.
13. Avian, Bat and Wildlife Impact: Applicant of any WECS Project shall have a third party, qualified professional approved by the Village conduct an analysis to identify and assess any potential impacts on birds, bats, other wildlife and endangered species, including a study to determine the pre-construction habitats and provide a

model to study all post-construction impacts. The Applicant shall take the appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis. The Applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts. The Village shall have sole discretion to determine whether wildlife impacts are adequately addressed.

The Applicant shall provide the Village with the results of and demonstrates its compliance with the recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT); and the results and recommendations of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review.

14. **Underground Cable Warnings:** All cables, except where installed by trenchless methods, shall have an underground warning tape buried a minimum 24 inches below grade and a minimum of 12 inches above cable in the same trench. The warning tape shall be 6 inches wide polyethylene plastic, shall be red in color, and shall have the appropriate warning stenciled on it.
15. **Agency Permits:** In addition to any and all permits required by the Village, Applicant shall obtain all required permits from other State and Federal governmental agencies (such as the Federal Aviation Administration) prior to commencing construction or as otherwise required by the applicable laws and regulations. Copies or evidence of such permits shall be submitted to the Village as a part of its Application.
16. **Signal Interference:** The Applicant shall have a third party qualified professional, approved by the Village, provide a study of all communication signal interference. WECS shall not be installed in any location where its proximity to existing fixed broadcast, retransmission or reception antennas for radio, television or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception unless the applicant provides a replacement signal to the affected party that will restore reception to at least the level present before operation of the wind energy system. WECS shall not be installed in any location within the line of sight of an existing microwave communications link where operation of the wind energy system is likely to produce electromagnetic interference in the link's operation unless the interference is insignificant. WECS shall not be installed to negatively alter any Doppler Radar or other warning system of any local or national weather service. The Applicant shall provide the project summary and site plan to all microwave transmission providers, weather warning services and all communication tower operators with five miles of any WECS to address potential conflicts. If after construction of the WECS, the Owner or Operator receives a written complaint related to interference with cell phone, wireless internet, or local broadcast residential television, the Owner or Operator must investigate and resolve any interference completely with

48 hours of the complaint. The Village shall have sole discretion to determine whether the impact to communications and signals have been adequately addressed.

Section 18.2309. Setback Requirements

1. All WECS Towers shall be set back at least 5,000 feet, from any Primary Structure on a parcel of real property which is participating in a WECS project by leasing, contracting, owning, selling, or allowing any portion of said real property to be used for the placement of a WECS. The distance for the participating landowner setback shall be measured from the point of the Primary Structure foundation closest to the WECS Tower to the center of the WECS Tower foundation. A Participating Landowner may waive this requirement, if the Landowner provides sworn proof that no person under the age of eighteen (18) resides or frequents the structure, subject to Village approval of a variance but in no case shall a Wind Turbine be closer than 1.3 times the Tower Height from any Primary Structure. All WECSs shall be set back from any exterior wall on any Primary Structure on non-participating lands by at least two (2) miles.
2. All WECSs shall be set back at least two (2) miles from school Property Lines.
3. All WECS Towers shall be set back a distance of at least 5,000 feet from public roads, third party transmission lines, and communication towers.
4. All WECS Towers shall be set back a distance of at least 5,000 feet from adjacent Participating Property Lines and at least two (2) miles from the Property Lines of a Non-Participating Property. This requirement can be waived by a Participating Landowner subject to an approved variance application with the Village but in no event can a turbine be closer to a Property Line than 1.3 times Tower Height.
5. All WECS Towers shall be set back a distance of at least two (2) miles from the Property Line of any Public Conservation Lands, and a distance of at least two (2) miles from any river bluff located on public or private property.

Section 18.2310 Maintenance

1. The Owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the Village. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the Village reasonably requests.
2. Any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under this Ordinance. Like-kind replacements shall also require re-certification which shall be subject to a new public hearing and approval process.
3. An Applicant or successor in interest shall have the facility inspected annually by third party qualified wind power professional, approved by the Village, at the Applicant's own expense. The third party qualified wind power professional shall

be subject to the approval of the Village's engineer or designated representative. Within 15 days of the inspection a copy of any report must be provided to the Village. The WECS may not operate unless a certificate is provided to the Village indicating that the annual maintenance has been completed and the facility is in good working condition. Failure to provide this annual certification may cause the revocation of the Special Use Permit.

4. Coordination with Local Fire Department and indemnification for Emergency Services.

- a. The Applicant, Owner, or Operator shall submit to the local fire department a copy of the Site Plan.
- b. The Applicant, Owner, or Operator will communicate with any fire department(s) providing fire protection for the areas of the proposed WECS and upon request by the fire department cooperate in the development or revision of the fire department's emergency response plan.
- c. The Applicant, Owner, or Operator shall where reasonably possible link the WECS Project's fire detection systems with the appropriate fire departments.
- d. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.
- e. If a fire emanates from any portion of a WECS Project the Applicant, Owner and Operator shall be liable for all costs and expenses incurred by Village of Brimfield, any emergency services responding to same including any fire department and all costs and expenses incurred by any Non-Participating Landowner.

4. Materials Handling, Storage and Disposal

- a. All solid wastes related to the construction, operation and maintenance of the WECS shall be removed from the site and promptly disposed of in accordance with all federal, state and local laws.
- b. All hazardous materials related to the construction, operation and maintenance of the WECS shall be promptly handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.

5. Complaint Resolution

- a. The Applicant of any WECS Project shall develop a process to resolve any complaints that may arise during the construction and operation of the WECS. The process shall use an independent mediator and shall include a time limit for acting on a complaint that is received. The process shall not

preclude the local government from acting on a complaint. The Applicant shall provide to the nearby residents and businesses a phone number of the project manager during the construction of the WECS Project if a problem should arise.

- b. Applicant of any WECS Project will respond to all complaints from persons directly affected by the WECS project within twenty-four (24) hours of its receipt of a complaint, this initial response shall, at a minimum, advise the complainant of their rights under and the timeframes of the dispute resolution process. The Applicant will resolve all complaints in a prompt and responsible manner which shall not exceed 48 hours unless agreed to by the complainant, will keep a log of all complaints and the method of resolution, will make the log available to Village, and will agree to participate in a non-binding mediation for complaints that are not resolved with the cost of such to be paid directly by Applicant. The Village shall have the absolute discretion to revoke any special use permit issued under this ordinance if the Applicant, Owner or Operator, fails to resolve any complaint(s).

6. Federal and State Requirement Compliance. The Applicant will comply with all applicable laws and regulations and WECS shall meet or exceed any standards and regulation of the FAA and any other agency of the state or federal government with authority to regulate WECS.

7. Village Access. The Applicant will allow Village officials or their agents to investigate any issues arising from the Project at and by entering the special use area and providing any requested documentation.

Section 18.2311. Other Conditions

1. The Village may impose any additional conditions not contained herein to a permit to further the purposes and intent of this Ordinance or to minimize potential adverse impacts on citizens or other property in the area.

2. In addition to demonstrating compliance with the other requirements of this Ordinance, an Applicant for a WECS Special Use Application must also demonstrate that the WECS Application is not violative of the substantive due process requirements of the Illinois Constitution, which are commonly referred to as the *LaSalle/Sinclair* factors, which take into consideration the following:

- a. The existing uses and zoning of nearby property;
- b. The extent to which property values are diminished by the particular zoning restrictions;
- c. The extent to which the destruction of property values of plaintiff promotes the health, safety, morals or general welfare of the public;
- d. The relative gain to the public as compared to the hardship imposed upon the individual property owner;

- e. The suitability of the subject property for the zoned purposes;
- f. The length of time the property has been vacant as zoned considered in the context of the land development in the area in the vicinity of the subject property;
- g. Whether a comprehensive zoning plan for land use and development existing, and whether the ordinance is in harmony with it; and
- h. Whether the community needs the proposed use.

Section 18.2312. Special Use Application Required for Wind Energy Conversion Systems.

- 1. All Wind Energy Conversion Systems are prohibited in all zoning districts except the Agricultural District, only if allowed as a Special Use.
- 2. Special Use Permit Application Requirements:
 - a. The Applicant for a WECS Special Use Permit shall file 25 copies of the Application, including ten (10) full size copies with exhibits and fifteen (15) reduced copies of all exhibits with the Village together with the appropriate application and site review fees. The Applicant shall also provide an electronic version of its Application to the Village. The Applicant may be required to provide additional copies of the Application to the Village upon request.
 - b. Any executed Community Benefit Agreement and/or Host Agreement shall be appended to, and included as part of any WECS Special Use application filed with the Village. The content of said Community Benefit Agreement and/or Host Agreement will be discussed and negotiated between the Applicant and the Village's appointed counsel and/or representatives and will address the issues including, but not limited to, payments in lieu of taxes, economic issues, renewable energy credit sharing, carbon credit sharing, reimbursement of Village expenses including consultants, experts, and outside attorneys' fees. The existence of an executed Community Benefit Agreement and/or Host Agreement or the lack thereof shall not in any way obligate, preclude, assure or guaranty that any zoning or building permit shall or shall not be issued.
 - c. Site Plan showing the following:
 - i. Identification of the Subject Property, which includes a survey of the property or properties including any and all existing and proposed structures on the property such as buildings, WECS towers, substations, service roads, and any accessory or supporting equipment.
 - ii. A depiction of the distance of each WECS to the nearest public roadways, structures and residential dwellings.

- iii. Setback requirements.
 - iv. Any floodplains or wetlands on the Subject Property.
 - v. Any existing or proposed roads and driveways.
 - vi. Routes to be utilized for transportation of components of WECS.
 - vii. Location, height and dimensions of all existing and proposed structures and fencing on the Subject Property.
 - viii. Any easements or above-ground utilities on the Subject Property.
 - ix. Surrounding zoning and uses within two (2) miles of the Subject Property including any existing structures.
 - x. All existing proposed underground or above ground utilities.
 - xi. All rights of way, wooded areas, and public conservation lands on the Subject Property.
 - xii. Ingress and egress from the site as proposed during construction thereafter which indicates the proposed road service and cover, dust control measures, the width and length of access routes.
 - xiii. Identify all easements, contracts, waivers, and option agreements for the subject Property.
 - xiv. Utility inter-connection details and a copy of written notification of the utility company requesting the proposed interconnection.
 - xv. A description of the hours of operation for construction of the operations and maintenance of the facility, the number of employees expected during construction and after construction is completed, and the type of traffic expected to be generated at the site during construction and after.
- d. Project Proposal that includes the following:
- i. Name, company, address and phone number of the owner, developer or any other interested party and Participating Landowner. The Applicant shall describe its legal standing as to whether it is a corporation, limited liability company, individual or other legal entity and shall identify its officers and directors, shareholders and members. It shall also identify its parent and subsidiary companies. The same information shall be provided for all Owners and Operators of the WECS. Proof must be included that the Applicant

- has legal authority to bring the application in the name of any Participating Landowner, Owner, Operator or other interested party.
- ii. Project summary including the nameplate generating capacity; equipment manufacturer; type and number of WECS.
 - iii. Proposed maximum height for each electric-generating wind device and the diameter of each WECS rotor with said Total Height not to exceed Two Hundred (200) feet.
 - iv. Evidence that the site is suitable and feasible for a WECS Project.
 - v. Certification that all electronic equipment conforms to all applicable Village, State and National Codes.
 - vi. An agreement indemnifying and holding harmless the Village and its officials from and against any and all claims, demands, suits, causes of action, damages, injuries, costs, expenses, and liabilities, including attorney fees, arising from the approval and construction of the WECS Project.
 - vii. Proof that the WECS Project shall be operated without offensive noise, sound, vibration, dust, smoke, odor, glare, lighting, risk of fire, explosion or other accident and shall not be detrimental to the public health, safety and/or general welfare of the immediate neighborhood or community at large.
 - viii. An Avian, Bat and Wildlife Impact Analysis. The Applicant shall provide the Village with the results of and demonstrate its compliance with the recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable tool; and the results and recommendations of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines".
 - ix. An Environmental Impact Study.
 - x. Evidence of the Applicant's consultation with the Illinois State Historic Preservation Office to assess potential impacts on state-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.
 - xi. Noise Impact Study. A modeling analysis of the proposed WECS Project shall be included in the application performed by a third party independent professional approved by the Village which

model shall predict the Sound Pressure Levels at all properties in the footprint and within two miles of a WECS. To demonstrate compliance with the Illinois Pollution Control Board regulatory limits the modeling must be performed at the Property Line of the receiving property. A night-time baseline sound pressure study must be done at all non-participating properties within two (2) miles of a proposed WECS before construction commences. A model must be performed and included in the Application showing no more than +5 dBA over background. No annoyance or negative impacts from noise, vibration, infrasound or low frequency noise shall occur at or on any Non-Participating Property.

- xii. Property Value Protection Plan. A Property Value Protection Plan shall be included to protect the property values of any Non-Participating Property Owner within three (3) miles of or within the view shed of any WECS Tower or Substation. Any such plan is subject to approval by the Village. At a minimum, the Applicant shall pay for a qualified appraiser selected by the Village to perform pre-construction appraisals of every Non-Participating Property within the view shed including, at a minimum, all properties with three (3) miles, of any WECS and provide an estimate of the potential property value loss for each such property. The Plan shall require the Applicant to establish a fund with, or otherwise post financial security approved by the Village, sufficient funds to purchase each Property for which a loss is predicted at pre-construction fair market value or pay the Non-Participating Landowner the amount of the predicted loss, whichever is chosen by the impacted Non-Participating Landowner.
- xiii. Federal and State Law Compliance. The Applicant shall provide evidence that the WECS meets or exceeds any and all standards and regulations of any agency, state or federal government with authority to regulate WECS including, but not limited to, providing a determination that the proposed structure(s) are compliant with all FAA regulations and do not interfere or present a hazard to any public or private aircraft.
- xiv. Emergency Services Plan shall be included which provides:
 - (1) Emergency shutdown procedures.
 - (2) A street address for each electric generating wind device and requires that such address shall be prominently displayed along the road in front of the each WECS. Each sign shall also include the contact information and phone number of a representative of the Applicant or Operator responsible for

responding to emergencies at the Site on the Applicant or Operator's behalf under the Emergency Services Plan.

- (3) A plan for appropriate warning signs and safety procedures including locking portholes and climbing prevention techniques.
 - (4) A formal education plan with all emergency service providers involved in the administration of emergency services to the site(s).
- xv. Shadow Flicker Study. The Applicant shall have a third party qualified professional approved by the Village conduct an analysis on the potential Shadow Flicker on the non-participating properties and public roadways within the view shed of any WECS, and at a minimum every property within five (5) miles of an WECS. The analysis shall identify locations of Shadow Flicker that may be caused by the project and any expected durations of flicker at these locations from sunrise to sunset over the course of a year. The analysis shall include measures to eliminate or mitigate these problems at the residences of Non-Participating Landowners and public roadways impacted by the Shadow Flicker. The Application shall include the certification from the third party qualified professional that there shall be no more than five (5) hours per year in Shadow Flicker on any Non-Participating property or public roadways unless waived by the Landowner. The study is subject to approval by the Village and the Village shall have the absolute authority to determine whether Shadow Flicker has not been appropriately addressed or mitigated in the Application.
- xvi. Project Proposal Road Use Plan. The Application shall include a Road Use Plan that shall identify the Village, Township, and County roads which will be used for construction, maintenance and transportation of supplies for the WECS. All routes for egress and ingress need to be shown and identified. The routing shall be subject to approval of the designated Village representative. The Applicant shall provide a pre-construction baseline survey performed by a qualified engineer approved by the Village, to determine existing road conditions for assessing potential future damage due to WECS related traffic. If any damage or change to the roadways will occur, a road use agreement must be entered into and approved by the Village or its designated representative. The Applicant's Road Use Plan must ameliorate any and all damage, installation or placement of roads that might be required. The Road Use Agreement must be executed by all parties and require that Applicant provide cash, an escrow account, bond or other financial assurance in an amount and form approved by the Village to cover all potential future damage.

Any road construction or repair shall be completed in accordance with recognized standards for road construction that are subject to the approval of the Village's designated engineer or representative. If the Village determines at any time that any road construction or repairs have not been completed in accordance with these recognized standards, the Applicant will be responsible for correcting the work to the satisfaction of the Village's designated engineer or representative. Any vehicle that will exceed the maximum allowable weight to a Village roadway will only be permitted upon the entry of a roadway agreement recommended by the Village or designated representative.

- xvii. Drainage Plan. The Application shall include a drainage plan which provides that any damage to waterways, drainage ditches, field tiles or any other infrastructure caused by construction or maintenance of the WECS shall be completely repaired to near original condition so as not to impede the natural flow of water. The plan shall provide that all repairs will be completed within seven (7) days unless otherwise agreed to by the Village and affected landowners. The plan must provide that the WECS owner will notify the Village or its designated representative when the construction of any part of the project encounters underground field and drainage tiles and will provide proposals for remediation which will be subject to the approval of the Village or its designated representative. The plan shall provide that all existing drainage tiles that will be crossed by private access roads shall be removed and replaced with load resistant tile. The plan shall further provide that financial assurances will be posted in the form of cash, an escrow account, surety bond or letter of credit in a form and amount acceptable to the Village to assure compliance with the drainage plan.

- xviii. Decommissioning Plan. The Applicant shall provide a decommissioning plan for the WECS Project in the event that any WECS are taken out of service, abandoned or become inoperable. If a WECS is out of service or not producing electrical energy for a period of sixty (60) days, it will be deemed non-operational and decommissioning and removal of the WECS Project will need to commence according to the provisions approved by the Village of Brimfield. The decommissioning plan shall at a minimum provide that all components of the WECS Project, including but not limited to all above ground and below ground components, wires, structures, roadways, access roads, and foundations shall be removed within 90 days of the WECS Project being deemed non-operational and that:

- (1) All wind turbines and improvements, including access roads, and outside storage will be removed and soils returned to pre-construction condition.
 - (2) Foundations, pads and underground electrical wires will be completely removed.
 - (3) Hazardous material from the property will be disposed of in accordance with federal and state law.
 - (4) Cost estimates will be provided of the decommissioning facility prepared by a Professional Engineer or contractor who has expertise in the removal of WECSs and is approved by the Village or its appointed representative. The decommissioning cost estimate must explicitly detail the costs before considering any projected salvage value of the out of service WECSs.
 - (5) The decommissioning plan must provide that there shall be a decommissioning agreement executed by the Applicant and the Village which provides financial assurances posted in favor of the Village and as approved by the Village in cash, escrow account, surety bond, performance bond or irrevocable letter of credit before any construction commences. The necessary financial assurance posted in favor of the Village shall not take salvage values into consideration.
 - (6) The decommissioning plan must include a restoration plan to identify how the site will be restored to its original condition or improved.
- xix. Complaint Resolution Plan. The Application shall include a Complaint Resolution Plan that is consistent with this Ordinance. The Complaint Resolution Plan will be designed to resolve any complaints that may arise during the construction and operation of the WECS. The process shall use an independent mediator or arbitrator and shall include a time limit for resolving any complaint that is received which shall not exceed forty-eight (48) hours unless otherwise agreed to by the complainant. The process shall not preclude the local government from acting on a complaint. The Complaint Resolution Plan shall require the Applicant, Owner or Operator to respond to each complaint within twenty-four (24) hours. The initial response shall, at a minimum, advise the complainant of their rights under and the time limits of the Complaint Resolution Plan. Any and all costs, including attorneys' fees, shall be paid for by the Applicant, Owner or Operators, and

failure to resolve a complaint shall cause the special use permit issued under this Ordinance to be revoked.

- xx. **Signal and Communication Interference Study.** The Applicant shall have a third party qualified professional, approved by the Village, provide a study of all communication signal interference. WECS shall not be installed in any location where its proximity to existing fixed broadcast, retransmission or reception antennas for radio, television or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception unless the applicant provides a replacement signal to the affected party that will restore reception to at least the level present before operation of the wind energy system. WECS shall not be installed in any location within the line of sight of an existing microwave communications link where operation of the wind energy system is likely to produce electromagnetic interference in the link's operation unless the interference is insignificant. WECS shall not be installed to negatively alter any Doppler Radar or other warning system of any local or national weather service. The Applicant shall provide the project summary and site plan to all microwave transmission providers, weather warning services and all communication tower operators within five miles of any WECS to address potential conflicts. If after construction of the WECS, the Owner or Operator receives a written complaint related to interference with cell phone, wireless internet, or local broadcast residential television, the Owner or Operator must investigate and resolve any interference completely within forty-eight (48) hours of the complaint. The Village shall have sole discretion to determine whether the impact to communications and signals have been adequately addressed.

- e. **Application Fee and Cost Reimbursement.** Each WECS Application shall include a two hundred fifty thousand dollar (\$250,000.00) non-refundable application fee which may be used to reimburse any Village personnel, outside consultants, engineers or attorneys needed to review the application. The Applicant must also acknowledge that it will be responsible for the reimbursement of any such reasonable fees and costs which exceed the application fee, within ten (10) days of receipt of the Village's demand for reimbursement which shall be supported by invoices, quotes or receipts.

- f. **Outdoor Storage Plan.** Only the outdoor storage of materials, vehicles and equipment that directly support the operation and maintenance of the WECS Project shall be allowed with the exception of outdoor storage that is expressly allowed in the zoning district as specified herein. The Village shall have the discretion in determining whether the outdoor storage is in compliance with this provision. In any event all outdoor storage areas shall

be paved with a bituminous surface and fenced to prevent viewing from adjoining properties and uses.

- g. Each WECS shall be marked with a visible identification number to assist with provision of emergency services, and the Applicant shall file with the appropriate local fire protection district and police department, a WECS Project map identifying wind turbine locations and numbers.
- h. Electrical Components. All electrical components of the WECS Project shall conform to applicable local, state, and national codes, and relevant national and international standards (*e.g.* ANSI and International Electrical Commission).
- i. Controls/Brakes. All WECS shall be equipped with a redundant braking system. This includes both aerodynamic overspend controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspend protection.
- j. Waste Disposal Plan. All solid waste generated from including, but not limited to, supplies, equipment, parts, packaging or operation of the WECS Project shall be removed from the site immediately and disposed of in an appropriate manner. Any hazardous waste which is generated by the WECS Project, including, but not limited to, lubricating materials shall be removed consistent with all local, state and federal rules and regulations.
- k. Conformance Industry and Code Standard/Engineer Certification. The WECS shall comply with all applicable local and county codes for the electrical, mechanical and structural components of the WECS Project. All documents provided for review shall be stamped and signed by a Professional Engineer.
- l. Operation and Maintenance Inspections. Each Owner, Operator or Successor in interest shall have the WECS Project inspected annually by a third party qualified wind power professional at their own expense. The third party qualified wind power professional shall be subject to the approval of the Village or its designated representative. Within fifteen (15) days of the inspection a copy of any report must be provided to the Village. If necessary, the Village may retain its own third party expert to review the report, the Village shall be reimbursed for the costs and fees of such review by the Applicant, Owner or Operator. A WECS may not operate unless a certificate is provided to the Village indicating the annual maintenance has been completed and the facility is in good working condition. Failure to provide this certification may cause the revocation of the Special Use permit.

- m. An Agricultural Impact Mitigation Agreement entered into with the Illinois Department of Agriculture.

4. Size Regulations

- a. **Maximum Height.** Total height of a WECS Tower with blade or meteorological tower used in conjunction with the WECS shall not exceed Two Hundred (200) feet.
- b. **Minimum Lot Size.** Forty Acres for a WECS and one thousand (1,000) acres (any combination of rented, owned, or leased property) for a WECS Project.
- c. The blade tip or any rotor of each WECS shall, at its lowest point, have ground clearance of no less than thirty (30) feet.

Section 18.2313. Defaults, Violations, and Remedies

- 1. The Applicant's, Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.
- 2. Prior to implementation of the applicable Village procedures for the resolution of such default(s), the Village shall first provide written notice to the Owner and Operator, setting forth the alleged default(s). Such written notice shall provide the Owner and Operator a reasonable time period, not to exceed thirty (30) days, for good faith negotiations to resolve the alleged default(s). The Village, in its sole discretion, may agree to one thirty (30) day extension of such timeframe.
- 3. If the Village determines in its discretion, that the parties cannot resolve the alleged default(s) within the good faith negotiation period, then the applicable Village ordinance provisions addressing the resolution of such default(s) shall govern.
- 4. Upon finding a default or violation of the terms of any permit, the Village shall have the authority to revoke the Permit after notice to the Applicant and after affording the Applicant/Permittee an opportunity to be heard.
- 5. It shall be the sole and absolute discretion of the Village to determine whether any of the regulations of this Ordinance have not been met and thus deny or revoke a special use permit for a WECS issued under this Ordinance.

Section 18.2314. Administration and Enforcement

The Village shall enforce the provisions of this section through an inspection of the WECS Project every year. The Villages inspection costs, including but not limited to attorneys' fees, experts' fees and employee' wages, shall be reimbursed by the Applicant, Owner, or Operator. The Village and its designated representative(s) is hereby granted the power and authority to enter upon the premises of the WECS at any time by coordinating a reasonable time with the Operator/Owner of the facility. Any person, firm, or corporations who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this Ordinance shall, upon a finding

of violation either in a court of law or administrative hearing, shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense per day. Each tower, nacelle, or any component of the WECS may be the subject of a separate violation and further each day that a violation is permitted to exist shall constitute a separate offense. Other actions may be taken by law or in equity to prevent or to remedy any violation of this chapter and these remedies shall be in addition to any other remedies, damages or penalties, including revocation or suspension of any special use permit issued under this Ordinance.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-21

A RESOLUTION ACCEPTING A BID FOR THE BROAD STREET AND SEWARD STREET WATERLINE REPLACEMENT

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

WHEREAS, the City advertised and obtained bids for the replacement of the Broad Street and Seward Street water mains, which were opened and evaluated by Hurst-Rosche, Inc.; and

WHEREAS, bids were receiving from Dashiell Contracting, Inc., from Mideastern Plumbing, Heating, & A/C Inc., from Korte & Luitjohan Contractors, Inc., and from Petersburg Plumbing & Excavating LLC; and

WHEREAS, the bids and the recommendation of Hurst-Rosche Inc. have been presented to the corporate authorities for consideration; and

WHEREAS, Hurst-Rosche Inc. has recommended that Dashiell Contracting, Inc. be awarded the contract for the Broad Street and Seward Street Waterline Replacement; and

WHEREAS, Hurst-Rosche Inc. has presented for the corporate authorities for consideration a *Notice of Intent to Award* and has recommended that the Mayor execute same; and

WHEREAS, the Mayor and City Council of the City of Hillsboro, Illinois have determined that it is in the best interest of the City of Hillsboro to accept the recommendation of Hurst-Rosche Inc.

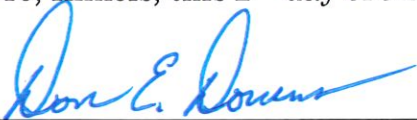
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby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

BE IT FUTHER RESOLVED that the Mayor is hereby authorized and directed to execute the *Notice of Intent to Award* presented by Hurst-Rosche Inc., together with any other documents as may be necessary or convenient in furtherance of the purposes of this Resolution, and the City Clerk is directed to attest to same as appropriate.

PASSED by the City Council of the City of Hillsboro, Illinois, this 2nd day of June, 2026, as follows:

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

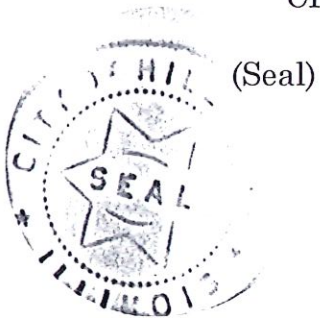
APPROVED by the Mayor of the City of Hillsboro, Illinois, this 2nd day of June, 2026.



MAYOR

ATTEST:


CITY CLERK





Hurst-Rosche, Inc.
Jeremy Connor, PE
President

May 28, 2026

SUBJECT: Broad and Seward Street Water Main Replacement
City of Hillsboro
Montgomery County, Illinois re: HR: 850-1684

Mayor Don Downs
City of Hillsboro
447 South Main Street
Hillsboro, IL 62049

Dear Mayor Downs:

Enclosed are the tabulation of bids and original bids for the above project. We have reviewed these bids and recommend the City Council vote to award the bid to the low bidder Dashiell Contracting Inc. in the amount of \$257,360.25 at the meeting on 06/02/2026.

If you are in agreement with our recommendation, please adopt a resolution approving the award of the bid to Dashiell Contracting Inc.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

Jeremy Connor, PE

JJC:kl

Enclosures

Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959 (Office)
217.532.3212 (Fax)
www.hurst-rosche.com

**City of Hillsboro
Montgomery County, Illinois**

**S. Broad Street and E. Seward Street
Watermain Replacement - HR 850-16840485**

Bids Opened and Publicly Read Wednesday, May 20, 2026 at 10:00 AM

Base Bid

No.	Contractor	Base Bid Total
1	Dashiell Contracting, Inc.	\$257,360 ⁰⁰
2	Mideastern Plumbing, Heating, & A/C, Inc.	\$282,775 ⁰⁰
3	Korte & Luitjohan Contractors, Inc.	\$395,775 ⁰⁰
4	Petersburg Plumbing & Excavating LLC	\$439,216 ⁰⁰

CITY OF HILLSBORO, IL, S. BROAD STREET AND E. SEWARD STREET WATERMAIN REPLACEMENT

BASE BID

ITEM NO.	CONTRACTOR NAME			Dashliell Contracting, Inc.		Mideastern Plumbing, Heating, & A/C, Inc.		Korte & Luitjohan Contractors, Inc.		Petersburg Plumbing & Excavating LLC	
	DESCRIPTION	ESTIMATED QUANTITIES	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" Ø AWWA C900 DR-25 RJ PVC Watermain	520	LF	\$62.83	\$32,671.60	\$78.00	\$40,560.00	\$190.00	\$98,800.00	\$142.00	\$73,840.00
2	16" Ø 5/16" Thick Steel Casing Pipe with Casing Spacers and End Seals	75	LF	\$145.64	\$10,923.00	\$217.00	\$16,275.00	\$325.00	\$24,375.00	\$416.00	\$31,200.00
3	8" Ø Gate Valve (MJ) with Valve Box, Lid and Fitting Restraints	3	EA	\$2,950.00	\$8,850.00	\$3,200.00	\$9,600.00	\$4,750.00	\$14,250.00	\$5,491.00	\$16,473.00
4	6" Ø Tapping Sleeve and Gate Valve with Valve Box, Lid and Fitting Restraints	1	EA	\$4,735.00	\$4,735.00	\$5,625.00	\$5,625.00	\$7,000.00	\$7,000.00	\$10,752.00	\$10,752.00
5	8" Ø Tapping Sleeve and Gate Valve with Valve Box, Lid and Fitting Restraints	2	EA	\$5,735.00	\$11,470.00	\$6,640.00	\$13,280.00	\$9,000.00	\$18,000.00	\$11,865.00	\$23,730.00
6	10" x 8" Ø Tapping Sleeve and Gate Valve with Valve Box, Lid and Fitting Restraints	1	EA	\$5,985.00	\$5,985.00	\$6,800.00	\$6,800.00	\$9,000.00	\$9,000.00	\$11,908.00	\$11,908.00
7	6" Ø Line Stop	1	EA	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$12,886.00	\$12,886.00
8	8" Ø Line Stop	1	EA	\$7,900.00	\$7,900.00	\$8,300.00	\$8,300.00	\$13,000.00	\$13,000.00	\$13,386.00	\$13,386.00
9	10" Ø Line Stop	1	EA	\$9,500.00	\$9,500.00	\$9,800.00	\$9,800.00	\$16,000.00	\$16,000.00	\$18,261.00	\$18,261.00
10	8" Ø 22.5° Fitting (MJ) and Fitting Restraints	3	EA	\$650.00	\$1,950.00	\$1,320.00	\$3,960.00	\$1,650.00	\$4,950.00	\$1,881.00	\$5,643.00
11	8" Ø 45° Fitting (MJ) and Fitting Restraints	2	EA	\$650.00	\$1,300.00	\$1,050.00	\$2,100.00	\$1,750.00	\$3,500.00	\$2,049.00	\$4,098.00
12	8" Ø 90° Fitting (MJ) and Fitting Restraints	2	EA	\$725.00	\$1,450.00	\$1,120.00	\$2,240.00	\$1,750.00	\$3,500.00	\$2,072.00	\$4,144.00
13	Cut-In 6" Ø Cap Fitting (MJ) and Fitting Restraints	1	EA	\$1,710.00	\$1,710.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00	\$2,512.00	\$2,512.00
14	Cut-In 8" Ø Cap Fitting (MJ) and Fitting Restraints	2	EA	\$1,800.00	\$3,600.00	\$1,300.00	\$2,600.00	\$3,000.00	\$6,000.00	\$2,886.00	\$5,772.00
15	Cut-In 10" Ø Cap Fitting (MJ) and Fitting Restraints	1	EA	\$2,434.00	\$2,434.00	\$2,100.00	\$2,100.00	\$5,200.00	\$5,200.00	\$3,364.00	\$3,364.00
16	8" x 8" Ø Tee Fitting (MJ) and Fitting Restraints	2	EA	\$4,375.00	\$8,750.00	\$1,670.00	\$3,340.00	\$2,900.00	\$5,800.00	\$3,435.00	\$6,870.00
17	8" x 6" Ø Reducer Fitting (MJ) and Fitting Restraints	1	EA	\$560.00	\$560.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,620.00	\$1,620.00
18	Complete Blowoff Assembly	2	EA	\$1,916.00	\$3,832.00	\$1,500.00	\$3,000.00	\$6,000.00	\$12,000.00	\$4,226.00	\$8,452.00
19	Water Service Line Trimming and/or Extending and Connection	4	EA	\$2,393.00	\$9,572.00	\$3,430.00	\$13,720.00	\$4,600.00	\$18,400.00	\$8,297.00	\$33,188.00
20	Roadway Pavement Removal, Disposal, and Replacement	600	LF	\$150.00	\$90,000.00	\$185.00	\$111,000.00	\$125.00	\$75,000.00	\$150.00	\$90,000.00
21	Concrete Curb and Gutter Removal, Disposal, and Replacement	25	LF	\$250.00	\$6,250.00	\$227.00	\$5,675.00	\$200.00	\$5,000.00	\$174.00	\$4,350.00
22	Miscellaneous Work Items, etc.	1	LS	\$8,500.00	\$8,500.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$30,871.00	\$30,871.00
23	Insurance, Bonds and Permits, Etc.	1	LS	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$15,187.00	\$15,187.00
24	Mobilization / Demobilization	1	LS	\$11,917.65	\$11,917.65	\$3,400.00	\$3,400.00	\$20,000.00	\$20,000.00	\$10,709.00	\$10,709.00
TOTAL				\$257,360.25	\$257,360.25	\$282,775.00	\$282,775.00	\$395,775.00	\$395,775.00	\$439,216.00	\$439,216.00

AGREEMENT FORM - AIA

PART 1 GENERAL

1.1 SUMMARY

- A. Document Includes:
 - 1. Contract Agreement.
- B. Related Documents:
 - 1. Document 00 72 14 - General Conditions - AIA.
 - 2. Document 00 73 13 - Supplementary Conditions - AIA.

1.2 CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. THIS AGREEMENT, made and entered into as of the 27 day of May in the year of 2026 by and between Dashiell Contracting, Inc. hereinafter and in the Contract Documents called "Contractor" and the City of Hillsboro, hereinafter and in the Contract Documents called "Owner."

B. WITNESSETH: That for and in consideration of the mutual covenants and agreements, hereinafter stated, Contractor and Owner covenant and agree as follows:

C. THE CONTRACT WORK:

- 1. Contractor covenants and agrees to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to perform all Work required by the Contract Documents, for the Project entitled:

**S. Broad Street and E. Seward Street
Watermain Replacement
City of Hillsboro
Hillsboro, Montgomery County, Illinois
HR #850-1684**

As shown on Drawings and described in Specifications prepared by Hurst-Rosche, Inc., acting as, and in these Contract Documents referred to as Engineer and covenants and agrees to do and perform all acts and things required of Contractor by this Contract and the Contract Documents.

D. TIME OF COMPLETION:

- 1. The Owner requires the Project to be substantially complete within 90 calendar days from the Construction Start Date as stipulated in the Notice to Proceed. Should the Contractor fail to complete the Work within such time, contractor agrees to pay and will apply to the Owner for each and every day of such delay in completion of the Work beyond the Contract Time the sum of Five Hundred Dollars (\$500.00) per day for Work not completed by the substantial completion date as liquidated damages.

E. CONTRACT SUM AND TERMS OF PAYMENT:

1. Contract Sum: The Owner, if Contractor shall faithfully fulfill and perform this Contract, covenants and agrees to pay Contractor in current funds, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of Two Hundred Fifty-Seven Thousand Three Hundred Sixty and 25/100 Dollars (\$257,360.25), which sum shall constitute the Contract Sum, said Contract Sum being derived from Contractor's Bid dated May 20, 2026. It is understood and agreed that should there be any increase in wage rates, or in cost of materials or equipment, or in any other of Contractor's costs or should Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs, without addition to the Contract Sum except when otherwise expressly provided in Contract Documents.
2. Payments: Owner shall make payments for work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and Contract Documents.

F. CONTRACT DOCUMENTS:

1. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by Owner, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract Agreement.

G. ILLINOIS LABOR REQUIREMENTS:

Contractor shall comply with all Illinois statutory requirements regarding labor, including, but not limited to, the following:

1. Illinois Public Act 77-1552 and Chapter 48, Sections 39S-1 through 39S-12 of the Illinois Revised Statutes regulating wages of laborers, mechanics and other workers employed in any public works and known as the "Prevailing Wage Act," which provides in part that all laborers, mechanics and workers performing work under the Contract shall be paid not less than the prevailing rate of wages as determined by the Illinois Department of Labor (820 ILCS 130).
2. Illinois Public Act 83-1472, Article 2 and Chapter 48, Sections 2201 through 2207, 1984 of the Illinois Revised Statutes pertaining to hiring of Illinois labor and known as the "Illinois Preference Act (30 ILCS 570)."
3. "Illinois Human Rights Act of 1980," Chapter 68, Illinois Revised Statutes, and the Rules and Regulations, Title 44, Section 750 of the Illinois Administrative Code, Illinois Department of Human Rights; pertaining to equal employment opportunity (777 ILCS 10).

H. FEDERAL LABOR REQUIREMENTS:

1. The project or program to which the work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provision included in the General Conditions, Part II of the Contract Documents

are applicable along with the prevailing wage rates within the Contract Documents.

I. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

1. Within fifteen (15) days immediately following date of his receipt of this contract, Contractor shall furnish Owner the signed Contract and separate Performance and Labor and Material Payment Bonds as required by and in accordance with the terms of Contract Documents in a penal sum of one hundred percent (100%) of the Contract sum.
2. In the event Contractor fails to furnish Owner such Contract and Bonds within said period, this Contract shall thereupon become null and void at Owner's option, exercised by written registered notice and mailed to Contractor by said Owner within five (5) days thereafter. Owner may then retain and enforce as liquidated damages, bid guarantee heretofore deposited with it in connection with Contractor's proposal for this Contract or the difference between his bid and a subsequent awarded bid, whichever is lesser.

J. IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first written above.

OWNER:

City of Hillsboro

BY Don E. Downs

TITLE MAYOR

Attest:

BY [Signature]
Clerk

CONTRACTOR:

Dashiell Contracting, Inc.

Attest:

BY _____
Secretary

BY _____

TITLE _____

(Corporate Seal)

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF DOCUMENT

NOTICE OF AWARD

To: Dashiell Contracting, Inc.
1506 E. Archer Avenue, P.O. Box 191
Marshall, IL 62441

PROJECT Description: S. Broad Street and E. Seward Street
Watermain Replacement
City of Hillsboro
Hillsboro, Montgomery County, Illinois

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April 2026 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$257,360.25.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 2nd day of June, 2026.

City of Hillsboro
(Owner)
By Don E. Powers
Title MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by Dashiell Contracting, Inc.,
this the _____ day of _____, 20____.
By _____
Title _____

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-22

A RESOLUTION AUTHORIZING AND APPROVING BROAD STREET AND SEWARD STREET WATERLINE REPLACEMENT BIDDING AND CONSTRUCTION ADMINISTRATION/OBSERVATION CONTRACT

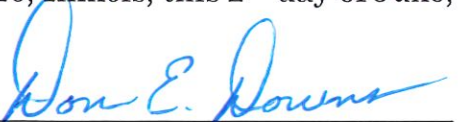
WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted an agreement for the City to partner with Hurst-Rosche, Inc. for Construction Administration and Construction Observation for the City's Broad Street and Seward Street Water Main Replacement.

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

PASSED by the City Council of the City of Hillsboro, Illinois, this 2nd day of June, 2026, as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 2nd day of June, 2026.


MAYOR

ATTEST:


CITY CLERK





Hurst-Rosche, Inc.
Jeremy Connor, PE
President

May 22, 2026

City of Hillsboro
Attn: Mayor Don Downs
447 S. Main Street
Hillsboro, Illinois 62049

RE: Water Main Replacement – Broad and Seward Street
Hillsboro, Illinois

Dear Mayor Downs:

As requested by the City of Hillsboro, Hurst-Rosche, Inc. is pleased to present this proposal for Construction Administration/observation services for 250 linear feet of 6-inch water main replacement along Broad Street from Seward Street to fire hydrant to the south (outside the proposed construction) and 250 linear feet of 8" replacement along Seward Street from the Courthouse Square to Broad Street. Hurst-Rosche, Inc. proposes to perform the following tasks:

1. Construction Administration

- o Prepare and execute construction contract documents
- o Review and approve shop drawings
- o Administer Changes and RFI's
- o Review and process contractor pay requests

2. Construction Observation:

- o Provide on-site construction observation (Fee is based on 96 hrs total hours 12 hours per week for 8 weeks)

We propose to perform this work for a lump sum fee of \$11,200. If you are in agreement with this proposal and the attached terms and conditions, please sign and return one copy to our office as our notice to proceed.

If you have any questions or require additional information, please let us know.

Sincerely,

HURST-ROSCHE, INC.

Jeremy Connor, P.E.
President

Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

JJC:
Enclosures
ACCEPTED BY:

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959 (Office)
217.532.3212 (Fax)
www.hurst-rosche.com

signature

6/2/2026
date

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

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RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

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DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-23

A RESOLUTION ACCEPTING A PROPOSAL FROM HURST-ROSCHE FOR
UPDATES TO THE CITY OF HILLSBORO ZONING MAP

WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted a proposal for the City to partner with Hurst-Rosche, Inc. for updates to the City's Zoning Map.

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

PASSED by the City Council of the City of Hillsboro, Illinois, this 2nd day of June, 2026, as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 2nd day of June, 2026.



MAYOR

ATTEST: 

CITY CLERK





Hurst-Rosche, Inc.

Jeremy Connor, PE
President

May 27, 2026

Mayor Donald Downs
City of Hillsboro
City Hall
447 South Main Street
Hillsboro, Illinois 62049

RE: 2026 Hillsboro Zoning Map Updates
City of Hillsboro
Hillsboro, Montgomery County, IL

Dear Mayor Downs:

As requested, Hurst-Rosche, Inc. would be pleased to provide professional engineering services to update the City's zoning maps to reflect changes implemented since the last time they were updated in 2020. The map will be updated to depict zoning and annexation revisions which have occurred since 2020, as per the various city ordinances as provided.

We propose to perform this work for a lump sum fee of \$4,400.

If you are in agreement with this proposal, and the attached Terms & Conditions, please sign and return one copy to our office as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

Jeff B. Meyer
Jeff B. Meyer, PLS

JBM:kl

Enclosures

Justin Goodwin, PE
Vice-President

Michael Emken, PE
Vice-President

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217-532-3212

ACCEPTED BY:

Don E. Downs
Signature

6/2/2026
date

www.hurst-rosche.com

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

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FEE

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BILLINGS/PAYMENTS

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INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

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RISK ALLOCATION

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TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

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DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-24

A RESOLUTION ACCEPTING A PROPOSAL FROM HURST-ROSCHE FOR THE 1.5 MILE JURISDICTION MAP

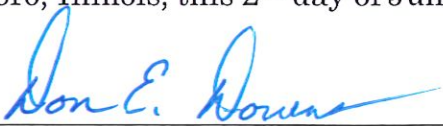
WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted a proposal for the City to partner with Hurst-Rosche, Inc. to prepare a new map depicting the current corporate limits and extraterritorial subdivision and zoning jurisdiction up to 1.5 miles outside said corporate limits.

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

PASSED by the City Council of the City of Hillsboro, Illinois, this 2nd day of June, 2026, as follows:

Ayes:	<u>4</u>
Nays:	<u>0</u>
Present:	<u>0</u>
Abstain/Absent:	<u>1</u>

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 2nd day of June, 2026.


MAYOR

ATTEST:


CITY CLERK





May 27, 2026

Mayor Donald Downs
City of Hillsboro
City Hall
447 South Main Street
Hillsboro, Illinois 62049

Hurst-Rosche, Inc.

Jeremy Connor, PE
President

RE: Hillsboro 1.5 Mile Jurisdiction Map
City of Hillsboro
Hillsboro, Montgomery County, IL

Dear Mayor Downs:

As requested, Hurst-Rosche, Inc. would be pleased to provide professional engineering services to prepare a new map depicting the current corporate limits and the extraterritorial subdivision and zoning jurisdiction up to 1.5 miles outside the said corporate limits. The 1.5 mile line will be calculated per guidelines under the Illinois Municipal Code (65 ILCS 5/11-12-5) and will be considered a visual representation of such.

The map may not depict potential overlapping 1.5 mile jurisdictions of *two or more* nearby or adjacent municipalities, unless the jurisdiction divided at a boundary line agreed upon by the cities is provided to us.

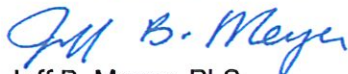
We propose to perform this work for a lump sum fee of \$3,500.

If you are in agreement with this proposal, and the attached Terms & Conditions, please sign and return one copy to our office as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.


Jeff B. Meyer, PLS

JBM:kl

Enclosures

ACCEPTED BY:


Signature

6/2/2026
date

Justin Goodwin, PE
Vice-President

Michael Emken, PE
Vice-President

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217-532-3212

www.hurst-rosche.com

Terms and Conditions

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ACCESS TO SITE

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INDEMNIFICATIONS

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INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

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RISK ALLOCATION

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TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

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DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

CITY OF HILLSBORO, ILLINOIS

RESOLUTION 2026-25

A RESOLUTION ACCEPTING A PROPOSAL FROM HURST-ROSCHE FOR TOPOGRAPHIC SURVEY, DESIGN/BIDDING, AND CONSTRUCTION ADMINISTRATION/CONSTRUCTION OBSERVATION FOR WATER STREET WATER MAIN REPLACEMENT

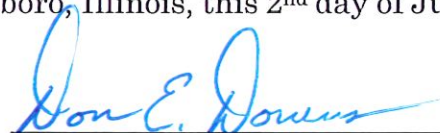
WHEREAS, there has been presented to and there is now before the meeting of the City Council (the "corporate authorities") of the City of Hillsboro, Montgomery County, Illinois (the "City"), at which this Resolution is adopted a proposal for the City to partner with Hurst-Rosche, Inc. to perform a topographic survey, in addition to the design/bidding, construction administration and construction observation of the Water Street Water Main Replacement.

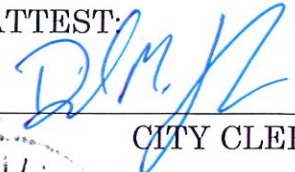
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS that the Agreement, in the form thereof that has been presented to and is now before the meeting of the corporate authorities at which this Resolution is adopted and is attached as Exhibit A, is hereby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

PASSED by the City Council of the City of Hillsboro, Illinois, this 2nd day of June, 2026, as follows:

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

APPROVED by the Mayor of the City of Hillsboro, Illinois, this 2nd day of June, 2026.


MAYOR

ATTEST:

CITY CLERK





Hurst-Rosche, Inc.
 Jeremy Connor, PE
 President

May 22, 2026

City of Hillsboro
 Attn: Mayor Don Downs
 447 S. Main Street
 Hillsboro, Illinois 62049

RE: Water Main Replacement – Water Street
 Hillsboro, Illinois

Dear Mayor Downs:

As requested by the City of Hillsboro, Hurst-Rosche, Inc proposes to complete the necessary preliminary assessment, design, bidding and construction administration for the above project for the 350 lf of 8" water line on Water Street from Main Street to Broad Street. Our design scope of work would include the following:

- Phase I –Topographic Survey:
 - o Topographic survey along the proposed water alignment
- Phase II – Design/Bidding:
 - o Prepare plans and specifications to be used for bidding
 - o Prepare IEPA permit applications and transmit to IEPA for approval
 - o Prepare cost estimate
 - o Advertise and obtain bids for the water main project
 - o Review bids and provide recommendation of award of bid
- Phase III – Construction Administration/ Construction Observation
 - o Prepare and execute construction contract documents
 - o Review and approve shop drawings
 - o Administer Changes and RFI's
 - o Review and process contractor pay requests
 - o Provide on-site construction observation (Fee is based on 12 hrs per week for 8 weeks)

Hurst-Rosche, Inc. proposes to complete the above design and bidding scope of services for the following fees:

Phase I -	\$ 3,500 (Lump Sum)
Phase II -	\$ 14,000 (Lump Sum)
Phase III -	\$ 13,500 (Lump Sum)
Total	\$ 31,000

Justin Goodwin, PE
 Vice President

Michael Emken, PE
 Vice President

1400 E. Tremont St.
 Hillsboro, IL 62049
 217.532.3959 (Office)
 217.532.3212 (Fax)

www.hurst-rosche.com

We recommend a construction budget of \$210,000 for this project based on preliminary estimates resulting in a total budget of \$241,000.

Mr. Mayor Don Downs
Page Two
May 22, 2026

If you are in agreement with this proposal and the attached Terms and Conditions and fee schedule, please sign and return one copy to our office as our notice to proceed.

If you have any questions or require additional information, please contact us.

Sincerely,

HURST-ROSCHE, INC.




Jeremy Connor, PE
President

JJC:

ACCEPTED BY:



Don Downs, Mayor



Date

Terms and Conditions

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ACCESS TO SITE

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