#### AGENDA SPECIAL SESSION HIGHLAND CITY COUNCIL CITY HALL, 1115 BROADWAY FRIDAY, JANUARY 10, 2020 8:30 AM

#### CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

**PUBLIC FORUM:** Anyone who wishes to address the council may do so at this time

#### **NEW BUSINESS:**

- A. MOTION Bill #20-04/ORDINANCE Approving and Authorizing Execution of an Economic Development Agreement Pursuant to 65 ILCS 5/8-1-2.5, with Trouw Nutrition USA, LLC, and other Actions Related Thereto (attached)
- B. MOTION Bill #20-05/ORDINANCE Approving and Authorizing Execution of a Development Agreement for a Project in TIF Number 1 Project Area, with Trouw Nutrition USA, LLC, and Other Actions Related Thereto (attached)
- C. **PRESENTATION OF CAPITAL PROJECTS** by City Manager Latham & Directors (attached)
- D. **DISCUSSION** Prioritization of Capital Projects

#### **ADJOURNMENT:**

# ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT PURSUANT TO 65 ILCS 5/8-1-2.5, WITH TROUW NUTRITION USA, LLC, AND OTHER ACTIONS RELATED THERETO

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

WHEREAS, City has authority to reimburse expenses for economic development pursuant to 65 ILCS 5/8-1-2.5, which states, in pertinent part:

Sec. 8-1-2.5. Expenses for economic development. The corporate authorities may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

and

WHEREAS, City has determined Trouw Nutrition USA, LLC ("Developer"), has presented to City a proposal for redevelopment of 329 Madison Street, Highland, Illinois 62249 ("Property") (see Economic Development Agreement attached hereto as **Exhibit A**); and

WHEREAS, Developer has proposed to remodel and develop the Property, with estimated costs as follows:

1. Site Improvements - \$429,910.00

2. Inspections, Legal Costs, Permits, etc. - \$27,150.00

Total Project Costs: \$457,060.00

("Project"); and

WHEREAS, the Property totals approximately 16,908 square feet on 1.68 acres within the corporate boundaries of City; and

WHEREAS, Developer proposes several site improvements as part of the Project, including improvements to doors, walls, electrical systems, HVAC, security, etc.; and

WHEREAS, Developer's Project will enable Developer to retain existing staff and create opportunities for additional employment; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from City according to 65 ILCS 5/8-1-2.5; and

WHERAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with the Economic Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

- a. Total Estimated Project Costs: \$457,060.00
- b. Developer is eligible for reimbursement for all City building and zoning permit fees ("Fees") for a period of two (2) years from the approval date of this Development Agreement through the City's Economic Development Department. Fees for the Project are estimated as follows:
  - a. Commercial Remodel Permit
  - b. Commercial Electric Remodel Permit
  - c. Commercial Plumbing Permit
  - d. Certificate of Occupancy
  - e. Commercial Plan Review

Total - \$4,183.00

(See Exhibit A); and

WHEREAS, City desires to authorize the execution of an Economic Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, including the purchase, remodeling and development of the Property; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Economic Development Agreement between City and Developer (*see* Exhibit A).

## NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Highland, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland.

Section 2. The City of Highland hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.
- c. Developer's Project will strengthen the retail commercial sector of City.
- d. Developer's Project will enhance the tax base of City; and
- e. The Economic Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.
- Section 3. The Economic Development Agreement by and between the City of Highland and Trouw Nutrition USA, LLC, attached hereto as **Exhibit A**, is approved.
- Section 4. The Mayor and/or City Manager is authorized and directed to execute the Economic Development Agreement with Trouw Nutrition USA, LLC (**Exhibit A**).
- Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council and app	,	, .	,
and deposited and filed in the office of the C	City Clerk on the	day of	, 2020,
the vote being taken by ayes and noes and e	entered upon the legisla	ative record as follo	ws:
AYES:			
NOES:			
	APPROVED:		
	Joseph R. Michaelis,	Mayor	
	City of Highland	1.14,01	
	Madison County, Illi	nois	
	madison County, IIII	11015	

Barbara Bellm, City Clerk City of Highland Madison County, Illinois

ATTEST:

#### DEVELOPMENT AGREEMENT ECONOMIC DEVELOPMENT AGREEMENT 65 ILCS 5/8-1-2.5

This Development Agreement ("Agreement") is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and Trouw Nutrition USA, LLC ("Developer"). City and Developer are hereinafter together referred to as the "Parties."

#### **PREAMBLES**

**WHEREAS,** City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

**WHEREAS,** Developer is the owner of 329 Madison Street, in Highland, Illinois, to be used for warehousing additional supply of animal feed premix products; and

**WHEREAS,** Developer has submitted a "City of Highland – Business District Financing Assistance Application" (*See* Exhibit A); and

**WHEREAS,** Developer proposes to remodel and develop the following described real estate located in City: 329 Madison Street, Highland, Illinois 62249 ("Property"); and

**WHEREAS,** City wishes to encourage Developer to purchase, remodel and develop the Property, and assist Developer with costs, including:

- 1. Site Improvements \$429,910.00
- 2. Inspections, Legal Costs, Permits, etc. \$27,150.00

Total Project Costs: \$457,060.00

("Project"); and

**WHEREAS**, the Property totals approximately 16,908 square feet on 1.69 acres and is located within the corporate boundaries of City; and

**WHEREAS**, because the Property is located in City, the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property pursuant to 65 ILCS 5/8-1-2.5; and

**WHEREAS**, Developer proposes several site improvements as part of the Project, including improvements to doors, walls, electrical systems, HVAC, security, etc.; and

WHEREAS, in order to ensure that the rehabilitation and improvements associated with the Project are constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

**WHEREAS,** the Project at the Property will enhance property values, improve exterior aesthetics, improve the interior safety of the existing building, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

**WHEREAS,** Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

**WHEREAS,** City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property through the use of City funds pursuant to 65 ILCS 8-1-2.5.

**NOW, THEREFORE,** in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

**Section 2. Obligations of the Developer.** Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

- 1. Developer will complete the Project, including construction, renovations and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
- 2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or

renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether proposed changes will require a permit so that Developer can move forward with said work in a timely manner.

- 3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
- 4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold in the building.
- 5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this agreement shall remain in full force and effect.

**Section 3. Obligations of the City.** The City agrees to provide financial assistance to Developer according to 65 ILCS 8-1-2.5. Funding assistance is broken down as follows:

- a. Total Estimated Project Costs: \$457,060.00
- b. Developer is eligible for reimbursement for all City building and zoning permit fees ("Fees") for a period of two (2) years from the approval date of this Development Agreement through the City's Economic Development Department. Fees for the Project are estimated as follows:
  - a. Commercial Remodel Permit
  - b. Commercial Electric Remodel Permit
  - c. Commercial Plumbing Permit
  - d. Certificate of Occupancy
  - e. Commercial Plan Review

#### Total - \$4,183.00

- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- d. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
  - 1) Voluntary or involuntary bankruptcy of Developer;

- 2) Voluntary or involuntary closure of the business owned by Developer.
- 3) Substantial change in the nature of Developer's business without the City's written approval;
- 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval.

**Section 4. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts willful misconduct on the part of City or any of its officers, agents, employees or contractors.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such

default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Assignment.** This Agreement may not be assigned by Developer without prior written approval of City.

**Section 7. Partial Invalidity.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days from the opt out date. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days of the opt out day. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

**Section 9. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

**Section 10. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

Mike Hooper, General Manager Trouw Nutrition USA, LLC 115 Executive Drive Highland, Illinois 62249	City of Highland Attention: City Clerk 1115 Broadway, PO Box 218 Highland, IL 62249
CITY OF HIGHLAND, ILLINOIS:	
Mark Latham, City Manager	
TROUW NUTRITION USA, LLC:	
Mike Hooper, General Manager	

To the City:

To the Developer:

#### **CITY OF HIGHLAND - BUSINESS ASSISTANCE APPLICATION**

329 Madison

Address of Propose	d Project 329 Madison St. Highland, IL 62249		
<b></b>			
APPLICANT INFOR	RMATION		
Company Name	Trouw Nutrition USA, LLC	Office Phone	(618) 654-7150
Company Address	115 Executive Dr.	Alt. Phone	
City State Zip	Highland, IL 62249	Fax	N. M.
Contact P	erson / Title Mike Hooper - General Manager		-
	Email <u>Mike.Hooper@trouwnutrition.com</u>		-
Type of Business:	XCorporation	Years in Business	18
	PartnershipSole Proprietor		
	Trust		
PROJECT COSTS		Projected Costs	
	Architectural & Engineering Fees		-
	Legal & Other Professional Fees Cost of marketing the sites		<u>.</u>
	Purchase Land Purchase of Existing Facility	\$ 380,000	· ·
	Demolition Cost Site Improvements	\$ 429,910	-
	Rehab, remodel of existing building Construction of New Building(s)	***************************************	•
	Contingency Working Capital (Equity)		• •
	Other (Please Specify)	\$ 27,150	
TOTAL BDO IFOT	Inspections, Legal Costs, Permits		
TOTAL PROJECT (	,		
		\$ 837,060	
	\$ Assistance Requested	\$ 167,000	

#### CURRENT INFORMATION

Project Name

SALES	Current Annual Gross Sales	\$ 159,564,730 FYE 12/31/2018
SALES TAX	Current Annual Taxable Sales for Sales Tax	<u>\$ -</u>
JOBS	Current number of full time jobs (proof from IDES)	102 (As of 11/30/2019)
PROPERTY TAX	Attach a copy of the most current property tax bill Real Estate Taxes for the year	2018
Parcel ID Number for Parcel ID Number for Parcel ID Number for Parcel ID Number for	or each property within your development area	01-2-24-05-05-101-016  Helvetia
	Fair Market Value (or Current Appraisal Value)	\$ 494,331 Estimated
	Taxable Value	
	Combination Tax Rate	8.3573%
	Total Tax	\$ 13,771_

1.69 Acres
16,908 sq. ft.
\$ 800,000
\$ 266,666
\$ 160,000,000
\$
0
N/A
<u>N/A</u>
N/A

- 1. Description of Business / Company
- 2. Project Description
  - a) Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
  - b) Evaluation of site or other constraints;
  - c) Benefit or Service to the Community;
- 3. A request for the City's assistance with the project that specifies the type(s) of assistance needed and why it is needed.
- 4. Construction start date and timeline for Project Completion.
- 5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

#### Certification of Applicant

The applicant certifies that it will comply with all the rules, regulations, and ordinances of the City of Highland. Applicant hereby certifies that will information contained above and in exhibits attached hereto is true to his/ her best knowledge and belief and are submitted for the purpose of obtaining financial assistance from the City of Highland, Illinois. Additional cost, above the amount of deposit, incurred by the City for outside professional review or expertise will be the responsibility of the applicant.

Signature of Applicant

Mike Hooper, General Manager

Print Name and Title

Date

Trouw Nutrition USA, LLC

Print Company Name

Return application to:

City of Highland

Attn: Mallord Hubbard

1115 Broadway, PO Box 218

Highland IL 62249 618-654-9891



### CITY OF HIGHLAND

To: Mark Latham, City Manager

From: Mallord Hubbard, Economic & Business Recruitment Coordinator

CC: Mayor and City Council

Date: January 3, 2020

Re: Development Agreements with Trouw Nutrition USA LLC

RECOMMENDATION: It is the Staff and Industrial Development Commission recommendation

that Council approve the attached Development Agreements with terms

detailed below.

DISCUSSION: Trouw Nutrition USA LLC is proposing to renovate the building at 329

Madison St. The building will be used for warehousing additional supply of animal feed premix products. Trouw hopes to make several improvements to the property, including doors, walls, electrical systems, HVAC, security and others. The 329 Madison St. building is located in TIF #1 Project Area, and is eligible for incentives providing property tax rebates. Additionally,

the project is also eligible for Building and Zoning permit fee reimbursements through the Economic Development Fund.

Trouw Nutrition USA LLC is proposing to make renovations & improvements to the building with a total investment estimated to be \$457,060 in eligible project costs. The TIF Agreement would reimburse 100% of the incremental EAV of property taxes, generated as a result of the project's completion. The present EAV for assessment year 2018 is \$161,600. The Developer anticipates estimated EAV after redevelopment and completion of project to be \$266,666. Therefore, the estimated reimbursement would be \$8,953 annually for 10 years, or until the maximum reimbursement amount is

reached. It is important to note, the estimated reimbursements are estimates only, reimbursements are solely contingent on the actual incremental EAV generated as a result of the project's completion.

Through the Economic Development Fund, the Developer would be reimbursed all Building & Zoning permit fees two years from date of agreement. The reimbursement of permit fees is estimated to be \$4,183.

The maximum reimbursements the project would be eligible for is \$91,412 over the 10 year life of these agreements.

## ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER 1 PROJECT AREA, WITH TROUW NUTRITION USA, LLC, AND OTHER ACTIONS RELATED THERETO

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

WHEREAS, in furtherance of development of the TIF #1 project area, Trouw Nutrition USA, LLC ("Developer"), has presented to City a proposal for redevelopment of part of the TIF #1 area, specifically: 329 Madison Street, Highland, Illinois 62249 ("Property") (see Development Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the TIF #1 area, Developer has proposed to purchase, remodel and develop the Property, with estimated costs as follows:

1. Site Improvements - \$429,910.00

2. Inspections, Legal Costs, Permits, etc. - \$27,150.00

Total Project Costs: \$457,060.00

("Project"); and

WHEREAS, the Property totals approximately 16,908 square feet on 1.69 acres within the corporate boundaries of City; and

WHEREAS, Developer proposes several site improvements as part of the Project, including improvements to doors, walls, electrical systems, HVAC, security, etc.; and

WHEREAS, Developer's Project will enable Developer to retain existing staff and create opportunities for additional employment; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from TIF #1; and

WHERAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from the TIF #1, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including purchasing the Property, construction, renovations and improvements, in accordance with the Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

- a. Total Estimated TIF #1 District Eligible Costs: \$457,060.00
- b. The City will reimburse up to 100% of the property taxes from the incremental EAV for up to ten (10) years, or until the maximum funding amount is reached:
  - 1) The present base EAV for assessment year 2018 is \$161,600.00.
  - 2) The estimated EAV after redevelopment and completion of the Project is \$266,666.00.
  - 3) The EAV increase is estimated to be \$105,066.00 upon completion of the Project.
  - 4) The estimated incremental EAV available is \$8,953.30 annually for up to ten (10) years, with a maximum EAV rebate not to exceed \$91,412.00

#### (See Exhibit A); and

WHEREAS, City desires to authorize the execution of a "Development Agreement" by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, including the purchase, remodeling and development of the Property; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Development Agreement between City and Developer (see Exhibit A).

## NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Highland, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland.

- Section 2. The City of Highland hereby makes the following findings:
  - a. Developer's Project is expected to create job opportunities within City.
  - b. Developer's Project will serve to further the development of adjacent areas.

- c. Developer's Project will strengthen the retail commercial sector of City.
- d. Developer's Project will enhance the tax base of City; and
- e. The Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.
- Section 3. The Development Agreement by and between the City of Highland and Trouw Nutrition USA, LLC, attached hereto as **Exhibit A**, is approved.
- Section 4. The Mayor and/or City Manager is authorized and directed to execute the Development Agreement with Trouw Nutrition USA, LLC (**Exhibit A**).
- Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

	ved by the Mayor of the City of Highland, Illinois y Clerk on the day of, 2020, ered upon the legislative record as follows:
AYES:	
NOES:	
A	APPROVED:
<del>.</del>	
	oseph R. Michaelis, Mayor
	City of Highland
ıv	Madison County, Illinois

Barbara Bellm, City Clerk City of Highland Madison County, Illinois

ATTEST:

#### DEVELOPMENT AGREEMENT TROUW NUTRITION USA, LLC TIF #1 PROJECT AREA

This Development Agreement ("Agreement") is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and Trouw Nutrition ("Developer"). City and Developer are hereinafter together referred to as the "Parties."

#### **PREAMBLES**

**WHEREAS,** City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

**WHEREAS,** Developer is the owner of 329 Madison Street, in Highland, Illinois, to be used for warehousing additional supply of animal feed premix products; and

**WHEREAS,** Developer has submitted a "City of Highland – Business Assistance Application" (*See* Exhibit A); and

**WHEREAS,** Developer proposes to remodel and develop the following described real estate located in City: 329 Madison Street, Highland, Illinois 62249 ("Property"); and

**WHEREAS,** City wishes to encourage Developer to purchase, remodel and develop the Property, and assist Developer with costs, including:

1. Site Improvements - \$429,910.00

2. Inspections, Legal Costs, Permits, etc. - \$27,150.00

Total Project Costs: \$457,060.00

- WHEREAS, the Property is located within the TIF # 1 District; and
- **WHEREAS**, because the Property is located in the TIF #1 District, the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property; and
- **WHEREAS**, Developer proposes several site improvements as part of the Project, including improvements to doors, walls, electrical systems, HVAC, security, etc.; and
- WHEREAS, in order to ensure that the rehabilitation and improvements associated with the Project are constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and
- **WHEREAS**, the Project at the Property will enhance property values, improve exterior aesthetics, improve the interior safety of the existing building, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and
- **WHEREAS,** Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and
- **WHEREAS,** City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property through the use of TIF funds.
- **NOW, THEREFORE,** in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:
- **Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.
- **Section 2. Obligations of the Developer.** Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially

complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

- Developer will complete the Project, including construction, renovations and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
- 2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether proposed change will require a permit so that Developer can move forward with said work in a timely manner.
- 3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
- 4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold in the building.
- 5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this agreement shall remain in full force and effect.

**Section 3. Obligations of the City.** The City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of the total City approved eligible project costs with a maximum of \$91,412.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application. Funding assistance is broken down as follows:

- a. Total Estimated TIF #1 District Eligible Costs: \$457,060.00
- b. The City will reimburse up to 100% of the property taxes from the incremental EAV for up to ten (10) years, or until the maximum funding amount is reached:
  - 1) The present base EAV for assessment year 2018 is \$161,600.00.
  - 2) The estimated EAV after redevelopment and completion of the Project is \$266,666.00.

- 3) The EAV increase is estimated to be \$105,066.00 upon completion of the Project.
- 4) The estimated incremental EAV available is \$8,953.30 annually for up to ten (10) years, with a maximum EAV rebate not to exceed \$91,412.00
- c. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's costs incurred for the Project. These Requests shall be submitted <u>after January 1st</u> of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any costs to Developer not deemed to be eligible for reimbursement according to Illinois law.
- d. Reimbursement of approved Project costs shall be made annually within sixty (60) days upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse Developer for approved Project costs, such costs shall be reimbursed in subsequent years.
- e. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.
- f. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- g. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
  - 1) Voluntary or involuntary bankruptcy of Developer;
  - 2) Voluntary or involuntary closure of the business owned by Developer.
  - 3) Substantial change in the nature of Developer's business without the City's written approval;
  - 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval.

**Section 4. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such

cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Assignment.** This Agreement may not be assigned by Developer without prior written approval of City.

**Section 7. Partial Invalidity.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days of notification of opting out. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

**Section 9. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

**Section 10. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

Mike Hooper, General Manager Trouw Nutrition USA, LLC 115 Executive Drive Highland, Illinois 62249	City of Highland Attention: City Clerk 1115 Broadway, PO Box 218 Highland, IL 62249
CITY OF HIGHLAND, ILLINOIS:	
Mark Latham, City Manager	
TROUW NUTRITION USA, LLC:	
Mike Hooper, General Manager	

To the Developer:

To the City:



## City of Highland

To:

**Mayor and Council Members** 

From:

Mark Latham, City Manager

Date:

**December 31, 2019** 

Subject:

**Special Session for Capital Planning** 

In 2006, the Mayor and Council developed a strategic plan which identified a mission and vision statement along with five goals. City staff has been following this document since then, with upgrades to priorities with Council in 2016. I believe it is imperative to take time to review those priorities with Directors and seek out a clear direction staff needs to pursue though the next 5 years.

Enclosed are the Capital Planning Sheets from each department director. Please take time to review them. On Friday, January 10, at 8:30 a.m. each director will present their five-year capital plan to you along with their order of priority.

The following are the 2006 Mission Statement, Vision, and Goals:

**MISSION:** 

As public servants, our mission is to serve the community for the good of

the community.

VISION:

To create the "area's best community" whereby a safe, small town

atmosphere is preserved and the quality of life is sustained by a financially

sound and efficient government for all people.

**GOALS:** 

1) Safe, Clean, and Secure Community

- 2) Financial Secure City Government
- 3) Sustainable Local Economy
- 4) Preserve Small Town Atmosphere
- 5) Provide Excellent Services

#### Department:

	Estimated	Funding	Fiscal Year		Director	Council
Project Title	Cost	Mechanism	Completed		Priority	Priority
Wayfinding Signage (project completion)	\$50,000.00	Tax Revenues allocated to Dept		2021	1	
Software Upgrade (as needed)	\$50,000.00	Tax Revenues allocated to Dept		2022	2	
Roof Replacement City Hall	\$60,000.00	Tax Revenues allocated to Dept		2023	3	

General Admininstration also assists with City Projects as needed with funding from reserves.

Estimated Funding Fiscal Year Director Other Capital (Vehicles/Equipment) Cost Mechanism Completed Priority		
Other Capital (Vehicles/Equipment) Cost Mechanism Completed Priority		Council
Completed Phonty	Other Capital (Vehicles/Equipment)	Priority

Department: Building & Zoning

	Estimated	Funding	Fiscal Year		Director	Council
Project Title	Cost	Mechanism	Completed		Priority	Priority
Demo buildings that are life/safety hazards	9-20k per building	Selling lots after demo	ongoing		4	
Employee training/continued education	4k annually	Annual budget item	ongoing		3	
Update zoning code to remove inconsistencies	n/a	n/a	0 0	2020	2	
Update Building & Zoning fee schedules to remove inconsistencies	n/a	n/a		2020	1	

Other Capital (Vehicles/Equipment)	Estimated Cost	Funding Mechanism	Fiscal Year Completed		Director Priority	Council Priority
Computer/tablet upgrade	5k	FY 2020-2021 budget		2020		
EnerGov software implementation	65k	FY 2019-2020 budget		2020	1	

Department: Public Safety/PD

	Estimated	Funding	Fiscal Year	Director	Council
Project Title	Cost	Mechanism	Completed	Priority	Priority
Station 1 remodel/renovation	\$1.7 million	Business district Tax	FY 20-21	In preogress	
Public Safety Building *est out to bid, summer 2020	\$7.1 million	Business district tax	FY 21-22	In progress	
Other Capital (Vahisles/Fauinment)	Estimated	Funding	Fiscal Year	Director	Council
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed	Priority	Priority
Deputy Chief position	\$110K/annual	TBD	FY 20-21	High	
Squad car fleet replacement *Rotation includes unmarked fleet cars, roughly 2	\$50K/per car cars every other year, cos	annual budget st includes equipment*	Annual	High	
Citywide camera/badgepass system *Reflects PD investment in citywide cameras, indi	\$12K vidual departments will ha	Annual budget ave own costs associated*	FY through 22-23	Med	
Portable radio replacement *10 year lifespan, purchased 2014, can be done o	\$33K n as needed basis, individu	Annual budget/reserves ual radios approx \$1500.00/per	Due FY 24-25	Low	
In-car computer/video systems *current systems chosen because individual comp	\$12K/each conents can be replaced ra	annual budget/reserves other than entire systems, lifespan 7-10	begin FY 21-22 O years, first purchased 2013*	Med	
Digital Fingerprint scanner *will not replace until inoperable*	\$25-\$30K	annual budget/reserves	due FY 22-23	Med	

Department: Fire

Project Title	Estimated Cost	Funding Mechanism	Fiscal Year Completed	Director Priority	Council Priority
	Estimated	Funding	Fiscal Year	Director	Council
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed	Director Priority	Council Priority
Turnout Gear (5 Sets)	\$10,000		FY2021	THOTILY	Friority
Gear Extractor	\$15,000		FY2021		
Hose	\$7,000		FY2021		
Truck Replacement	\$40,000	_	FY2021		
20/21 Total	\$72,000				
Turnout Gear (5 Sets) (Est. 4% Increase)	\$10,400		FY2022		
Self Contained Breathing Apparatus (3)	\$21,000		FY2022		
Hose	\$8,000		FY2022		
Truck Replacement	\$40,000		FY2022		
21/22 Total	\$79,400	_			
Turnout Gear (5 Sets) (Est. 4% Increase)	\$10,850		FY2023		
Self Contained Breathing Apparatus (3) (4% Increase) Hose (Est 4% Increase)	\$22,000		FY2023		
Truck Replacement	\$8,400 \$40,000		FY2023		
22/23 Total	\$81,250	-	FY2023		
22,23 10:01	701,230				
Turneya Coord Coord (Coord (Coord)					
Turnout Gear (5 Sets) (Est. 4% Increase) Self Contained Breathing Apparatus (3) (4% Increase)	\$11,250		FY2024		
Hose (Est 4% Increase)	\$22,750 \$8,775		FY2024		
Truck Replacement	\$40,000		FY2024		
23/24 Total	\$82,775	=	FY2024		
25/24 10001	302,775				
Turnout Gear (5 Sets) (Est. 4% Increase)	\$11,700		FY2025		
Self Contained Breathing Apparatus (3) (4% Increase)	\$23,650		FY2025		
Hose (Est 4% Increase)	\$9,000		FY2025		
Truck Replacement	\$40,000	_	FY2025		
24/25 Total	\$84,350				

Department: EMS

Estimated Funding Fiscal Year Director Council Project Title Cost Mechanism Completed Priority Priority

	Estimated	Funding	Fiscal Year	Director	Council
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed	Priority	Priority
2018 Ambulance (Payment 3 of 4)	\$51,560	4 Year Loan (Price \$193,723)	FY2021		
New Chassis for 2013 International (Payment 1 of 4)	\$40,000	4 Year Loan Total (\$150,000)	FY2021		
Cardiac Monitor Replacement (1)	\$38,000		FY2021		
20/21 Total	\$129,560				
2018 Ambulance (Payment 4 of 4)	\$51,560	4 Year Loan (Price \$193,723)	FY2022		
New Chassis for 2013 International (Payment 2 of 4)	\$40,000	4 Year Loan Total (\$150,000)	FY2022		
Cardiac Monitor Replacement (1)	\$38,500	<u></u>	FY2022		
21/22 Total	\$130,060	-			
Replacement Ambulance for 2006 Ford (Payment 1 of 4)	\$57,000	4 Year Loan Total (\$220,000)	FY2023		
New Chassis for 2013 International (Payment 3 of 4)	\$40,000	4 Year Loan Total (\$150,000)			
Toughbook Laptops (2)	\$8,000		FY2023		
Patient Stair-chairs (3)	\$16,700		FY2023		
22/23 Total	\$121,700				
Replacement Ambulance for 2006 Ford (Payment 2 of 4)	\$57,000	4 Year Loan Total (\$220,000)	FY2024		
New Chassis for 2013 International (Payment 4 of 4)	\$40,000	4 Year Loan Total (\$150,000)	FY2024		
Toughbook Laptops (2)	\$8,500		FY2024		
Cardiac Monitor Replacement (1)	\$40,000	_	FY2024		
23/24 Total	\$145,500				
New Chassis for 2014 Ford (Payment 1 of 4)	\$45,000	4 Year Loan (\$180,000)	FY2025		
Replacement Ambulance for 2006 Ford (Payment 3 of 4)	\$57,000	4 Year Loan Total (\$220,000)	FY2025		
Copy Machine Replacement (1)	\$8,000	-	FY2025		
24/25 Total	\$110,000				

Department: Public Works

2 4		Estima	ited	Funding	Fiscal Year		Director	Council
Project Title		Cost		Mechanism	Completed		Priority	Priority
Transportation US 40/Hemlock/Frank Watson Parkway	*							
		\$	455,000	NHRST		2021	1	
Broadway Resurfacing (Helvetia to Iberg)	*	\$	227,548	Street and Alley		2021	2	
IL 160 Shared Use Path	*	\$	433,000	Street and Alley		2021	3	
Broadway Streetscape	*	\$	550,000.00	NHRST		2021	4	
Sealcoating City Streets		\$	110,000	MFT	i i	2021	5	
Maintenance of Existing Streets by S&A		\$	25,000	NHRST		2021 per year	6	
Sidewalk Replacement by S&A		\$	20,000	NHRST		2021 per year	7	
Sidewalk Replacement		\$	300,000	MFT		2021	8	
Sealcoating City Alleys		\$	50,000	Street and Alley		2021 per year	9	
Broadway Resurfacing (Lemon to Laurel)	*	\$	330,000	NHRST		2022	10	
Oak Street Reconstruction	*	\$	900,000	NHRST		2022	11	
Pavement Rehabilitation (original town)		\$	650,000	NHRST		2022 per year	12	
Grandview Farms ROW Purchase (southern peripheral route)		\$	492,816	NHRST		2024	13	
6th Street Reconstruction-Phase 1	*	\$	269,000	NHRST		2024	14	
6th Street Reconstruction-Phase 2			970000 80 <b>4</b> 0000 0000	NHRST		2024	15	
					•	2024	13	
Water								
Fank Maintenance (contracted)		\$	170,000	WTP		2021 per year	1	
Water Main Replacements		\$	400,000	Water Dist		2021 per year	2	
Spillway Wall Repair		\$	250,000	WTP		2022	3	
Keeven Water Main Replacment		\$	500,000	Water Dist		2021	4	
Heartland Conservatory Shared Costs		\$	60,000	WTP		2021 per year	5	
Future WTP Construction		\$	100,000	WTP		2021 per year	6	
		2010		1000 to	2	tozi pel yeal	ь	
Sanitary Sewer								
Frunk Main Rehabilitation		\$	2,450,000	Sewer Coll	2	2021	1	
CIPP Sanitary Sewer Mains		\$	300,000	Sewer Coll		2022 bi-yearly	2	

	Estimated		Funding	Fiscal Year		Director	Council
Other Capital (Vehicles/Equipment)	Cost		Mechanism	Completed		Priority	Priority
Replace Wheel Loader	\$	180,000	S&A/WRF		2021	1	THOME
Pehicle Replacement for Resident Engineer	\$	35,000	S&Admin/Wtr Admin/Sew Admin		2021	2	
Vater Meter Replacment Program	\$	70,000	Water Dist		2021 per year	3	
Replace Bobcat Skidsteer	\$	100,000	WRF		2021	4	
Replace Freightliner 2-Ton Dump Truck	\$	120,000	S&A		2022	5	
Replace Paddle Aerator	\$	50,000	WRF		2022	6	
Replace Excavator	\$	70,000	S&A		2022	7	
Seplace Boring Machine	\$	150,000	Water Dist		2022	8	
Replace Freightliner 2-Ton Dump Truck (2)	\$	240,000	S&A		2023	9	
eplace Dump Truck	\$	130,000	Water Dist		2023	10	
Replace Tractor Mower	\$	35,000	S&A		2022	11	

#### Department:

	Estimated	Funding	Fiscal Year	Director	Council
Project Title	Cost	Mechanism	Completed	Priority	Priority
New Playground - Hoffman Park	80,000	Grants & Fiscal Budget	2022	2	
Replace WCC Ceiling Tile	85,000	Fiscal Budget	2022	2	
Repair Old City Lake Dam	250,000	Possibly 319 Grant	2021	1	
Outdoor Pool	5 million	Grants & Fiscal Budget	2021	1	
Spray Ground/Splash Pad*	600,000	Grants & Fiscal Budget	2023	1	
HVAC updates - KRC	75,000	Fiscal Budget	2023	2	
Pave Parking Lot - Glik Park	200,000	Fiscal Budget	2021	1	
Repave KRC Parking Lot	225,000	Fiscal Budget	2024	1	
Repave Walking Trail - Spindler Park	85,000	Grants & Fiscal Budget	2023	1	
Install Playground - Silver Lake Park	125,000	Grants & Fiscal Budget	2024	2	
Pave Roads - City Cemetery	50,000/325,000	Fiscal Budget	2025	2	
Transition Tennis Courts to Inline Hockey	375,000	Donations & Fiscal Budget	2024	1	
Complete a Silver Lake Study	75,000	Fiscal Budget	2020	1	
	Estimated	Funding	Fiscal Year	Director	Council
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed	Priority	Priority
Replace Fitness Equipment - KRC	50,000	Fiscal Budget	2022	1	
Replace Vehicles - Parks	30,000	Fiscal Budget	2022-2030	2	
Trail Lighting - Spindler Park	25,000	Grants	2023	2	

#### Department: Electric

	Estimated	Funding	Fiscal Year	Director	Council
Project Title	Cost	Mechanism	Completed	Priority	Priority
					Honey
Complete Smart Meter Deployment	\$400,000	Department Revenue	2020/2021	1	
City portion of lights on Broadway (Phase I)	\$90,000	Department Revenue	2020/2021	1	
City portion of lights on Broadway (Phase II)	\$90,000	Department Revenue	2021/2022	1	
Sharpshooter Trail permenant lighting	\$40,000	Department Revenue	2020/2021	3	
Power Plant Roof Repair	\$40,000	Department Revenue	2020/2021	1	
Nordberg room roof louver replacement	\$20,000	Department Revenue	2020/2021	2	
Continued pole testing (annually)	\$20,000 annually	Department Revenue	annually	1	
PM Eastside Tap Changer	\$15,000	Department Revenue	2020/2021	2	
Replace aerial bank at Weinheimer	\$50,000	Department Revenue	2020/2021	1	
Contract installation of 34.5 breakers	\$40,000	Department Revenue	2020/2021	1	
Tree truck and chipper and extra man	\$190K plus annual salary	Department Revenue	2020/2021	1	
Elimination of 2400v circuits and infrastructure	\$100,000	Department Revenue	2020/2022	1	
Land purchase for Bellm Cross Tie	\$98,500 annually	Department Revenue	thru 2023/2024	1	
Customer Portal	\$12K startup / \$15K annually	Department Revenue	2021/2022	2	
Bellm Road Cross Tie	\$126,800	Department Revenue	2021/2022	1	
New SCADA system	\$350,000	Department Revenue	2021/2022	2	
Eastside Circuit 223 upgrade	\$80,000	Department Revenue	2021/2022	1	
Eastside Circuit 222 upgrade	\$25,000	Department Revenue	2021/2022	2	
138 KV line trimming	\$100,000	Department Revenue	2022/2023	1	
Miscellaneous cost associated with 2nd 138kV feed	\$300,000	Department Revenue	2022/2023	1	
Westside substation breaker upgrades	\$300,000	Department Revenue	2023/2024	1	
Northtown substation breaker upgrades	\$300,000	Department Revenue	2024/2025	1	
	**************************************		202 1, 2023	1	
	Estimated	Funding	Fiscal Year	Director	Council
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed	Priority	Priority
			John Pieted	Thority	ritority
Sonetices communication headset	\$5,000	Department Revenue	2020/2021	2	
Spare catalysts (2)	\$8,000	Department Revenue	2020/2021	1	
Thumper/Radar Machine	\$25,000	Department Revenue	2020/2021	1	
GPS unit for data collection	\$5,000	Department Revenue	2020/2021	1	
Upgrade Christmas Arches to LED	\$2,000	Department Revenue	2020/2021	3	
Power Plant Pickup (#24)	\$30,000	Department Revenue	2020/2021	2	
Broadway Christmas Decoration Upgrade			2020, 2021	2	
Phase I (Poplar to Square)	\$25,000	Department Revenue	2020/2021	2	
	¥ <b>=</b> 5/500		2020/2021	Z	

Department: HCS

	Estimated	Funding	Fiscal Year		Director	Council
Project Title	Cost	Mechanism	Completed		Priority	Priority
Fiber Phase II	6.8M	revenue		2028	2	
	Estimated	Funding	Fiscal Year		Director	Council
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed		Priority	Priority
Director vehicle	20k	revenue		2023	2	···oiity
Transit Replacement	25k	revenue		2022	2	
Router lifecycle	45k	revenue		2021	1	
Firewall with DDoS appliance	55k	revenue		2021	1	
Proxy	30k	revenue		2021	1	

Department: Technology & Innovation

	Estimated	Funding	Fiscal Year	
Project Title	Cost	Mechanism	Completed	
Time Attendance Performance Software	\$80K	Gen Admin / diversion from labor		2022
Recreation Citizens Self Service Software	\$25k	Parks and Rec / diversion from labor		2023
Financial/Payroll Employee Self Service Software Upgrade	\$150k	Gen Admin /diversion from labor		2023
Document management software	\$60k	IT Share		2023
Cemetery Software Replacement	\$22k	Cemetery Board		2022
	Estimated	Funding	Fiscal Year	
Other Capital (Vehicles/Equipment)	Cost	Mechanism	Completed	
Firewall replacement	\$28k	IT Share		2022
Virtual Server Life cycle refresh	\$68k	IT Share		2022

Director	Council
Priority	Priority
1	
1	
1	
1	
1	
Director	Council
Priority	Priority
1	
1	