

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
May 15, 2024  
6:30 P.M.  
AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the May 1, 2024 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report (April)

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

4. Authorization and Approval of Pay Estimate #2- Redbud Lane  
\$72,737.26 (General Fund)

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

5. Review of New Home Development Application for Lot #4 Hickory Ridge Subdivision

Approval of Residential Home Development Program Grant Agreement between the City of Vienna, Il and Ashlea Grumley, Lot #4 Hickory Ridge Subdivision.

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

6. Authorization and Approval to employ Dawson Hill for part time ballpark maintenance

Motion \_\_\_\_\_ Seconded \_\_\_\_\_


Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

7. **PUBLIC COMMENT/ADDITION TO THE AGENDA**

8. **ELECTED/APPOINTED OFFICIALS**

- Aleatha Wright, City Clerk- SIAP Electric Aggregation program update
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

9. **Adjournment:**

POSTED: 05-13-24 BY: 

**CITY OF VIENNA**  
**Red Bud Lane**  
**HORNER & SHIFRIN, INC. JOB #22160**  
**PAYMENT ESTIMATE - #2**

ESTIMATE NO. #2  
 PAYABLE TO: E.T. Simonds Construction Company  
 ADDRESS: PO Box 2107  
 Carbondale, IL 62902

11/22/2023 TO 4/30/2024

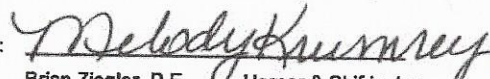
CONSTRUCTION AMOUNT  
 ORIGINAL: \$208,012.48  
 REVISED:

ITEM	AWARDED			THIS PERIOD		TOTAL TO DATE	
	QUANTITY	UNIT	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1 BITUMINOUS MATERIALS (TACK COAT)	1855	LB	\$ -		\$ -	0.00	\$ -
2 PCC SURFACE REMOVAL-BUTT JOINT	30	SQ YD	\$ 40.79		\$ -	22.30	\$ 909.62
3 HMA SURFACE REMOVAL-BUTT JOINT	178	SQ YD	\$ 23.82	159.4	\$ 3,796.91	502.50	\$ 11,969.55
4 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	461	TON	\$ 90.92	225.34	\$ 20,487.91	648.34	\$ 58,947.07
5 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	289	TON	\$ 111.35	188.21	\$ 18,730.18	452.21	\$ 50,353.58
6 INCIDENTAL HOT-MIX ASPHALT SURFACING	204	TON	\$ 173.22		\$ -	22.04	\$ 3,817.77
7 CLASS D PATCHES, TYPE III, 10 INCH	42	SQ YD	\$ 238.71	25.8	\$ 6,110.96	37.60	\$ 8,975.50
8 AGGREGATE WEDGE SHOULDER, TYPE B	190	TON	\$ 58.51	69.88	\$ 3,947.79	161.76	\$ 9,141.06
9 MOBILIZATION	1	L SUM	\$ 10,763.34		\$ -	1.00	\$ 10,763.34
10 PAINT PAVEMENT MARKING - LINE 4"	4254	FOOT	\$ 1.39		\$ -	0.00	\$ -
11 TRAFFIC CONTROL & PROTECTION, STANDARD 701501	1	L SUM	\$ 10,660.03		\$ -	1.00	\$ 10,660.03
12 TRENCH BACKFILL	22	CU YD	\$ 197.99		\$ -	22.00	\$ 4,355.78
13 AGGREGATE BASE COURSE, TYP B (6")	45	TON	\$ 97.80		\$ -	45.30	\$ 4,430.34
14 BITUMINOUS MATERIALS (PRIME COAT)	640	LB	\$ -		\$ -	0.00	\$ -
15 BITUMINOUS MATERIALS (TACK COAT)	85	LB	\$ -	1320.0	\$ -	1,320.00	\$ -
18 BITUMINOUS SURFACE REMOVAL, 1"	125	SQ YD	\$ 57.04		\$ -	177.60	\$ 10,130.30
19 GUTTER REMOVAL	189	FOOT	\$ 18.71		\$ -	200.00	\$ 3,742.00
20 PIPE CULVERT REMOVAL	44	FOOT	\$ 76.16		\$ -	40.00	\$ 3,046.40
21 PIPE CULVERT CLASS A, TY. 1 15"	78	FOOT	\$ 63.96		\$ -	80.00	\$ 5,116.80
22 CLASS SI (OUTLET)	2	CU YD	\$ 950.00		\$ -	1.90	\$ 1,805.00
23 CONCRETE GUTTER, TYPE B	133	FOOT	\$ 72.55		\$ -	132.00	\$ 9,576.60
24 CCC&G, TYPE B-6.18	98	FOOT	\$ 83.63		\$ -	97.00	\$ 8,112.11
MANHOLE RINGS	2	EACH	\$ 150.00	2	\$ -	2.00	\$ 300.00
RE-MOBILIZATION	1	L SUM	\$ 19,663.49	1	\$ 19,663.49	1.00	\$ 19,663.49

	<b>THIS PAY ESTIMATE</b>	<b>TOTAL TO DATE</b>
AMOUNT EARNED.....	\$72,737.26	\$235,816.34
AMOUNT RETAINED (10%).....	\$0.00	
PREVIOUS PAYMENTS.....		(\$163,079.08)
AMOUNT DUE.....	\$72,737.26	\$72,737.26

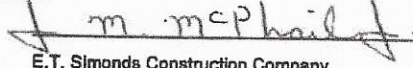
The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Undersigned Engineer Signature:

By:   
 Brian Ziegler, P.E. Horner & Shifrin, Inc

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Undersigned Contractor Signature:

By:   
 E.T. Simonds Construction Company  
 Approved by owner:

By: \_\_\_\_\_  
 Steve Penrod, City of Vienna-Mayor

**CITY OF VIENNA**  
**Red Bud Lane**  
**HORNER & SHIFRIN, INC. JOB #22160**  
**FINAL ANALYSIS**

PAYABLE TO: E.T. Simonds Construction Company  
 ADDRESS: PO Box 2107  
 Carbondale, IL 62902

CONSTRUCTION AMOUNT  
 ORIGINAL: \$208,012.48  
 REVISED:

ITEM	AWARDED			THIS PERIOD		TOTAL TO DATE	
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Total Construction Completed \$ **235,816.34**  
 Design Engineering completed \$ 30,000.00  
 Construction Inspection completed \$ 16,576.18  
 Engineering Additional Services completed \$ 2,349.77  
 R.O.W. completed \$ 1,629.84  
 Admin Fee \$ 6,692.00  
 PROJECT TOTAL \$ 293,064.13  
 DRA GRANT \$ 269,181.00  
 CITY FUNDS \$ 29,172.00  
 FUNDS REMAINING \$ **5,288.87**

**RESIDENTIAL HOME DEVELOPMENT PROGRAM GRANT AGREEMENT**

**City of Vienna, Illinois**

**THIS AGREEMENT** (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this \_\_\_\_\_ day of May, 2024, by and between the CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and the following listed agreement holder (hereinafter known as the "Developer").

Developer/Agreement Holder Name: Ashlea Grumley

Address where home will be constructed: Lot #4 Hickory Ridge Subdivision

Property PIN Number(s): 0533301011

**RECITALS**

**WHEREAS**, the CITY has established a Residential Home Development Program for application within the Vienna TIF District(s) (the "District" or "Districts"); and

**WHEREAS**, said Residential Home Development Program is administered by the CITY and is funded by the Special Allocation Fund(s) for the TIF District(s) for the purposes of encouraging the development of new housing stock within the City and attracting new residents to the community; and

**WHEREAS**, pursuant to the Residential Home Development Program, the CITY has agreed to participate, subject to its sole discretion, in 1) reimbursing DEVELOPER for actually incurred eligible development costs, up to a maximum amount of \$10,000.00 as set forth herein; and

**WHEREAS**, the DEVELOPER'S property is located within a qualifying TIF District, and the DEVELOPER desires to participate in the Residential Home Development Program pursuant to the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the CITY and the DEVELOPER do hereby agree as follows:

## COVENANTS AND AGREEMENTS

**SECTION 1: The Development Project.** The Developer agrees, subject to the terms and conditions hereof, to undertake a project for the construction of a new home on the listed property to be used exclusively for residential purposes (the "Development Project") which includes, but is not limited to:

- a) All pre-construction site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) Construction of a new single-family residential home of approximately 1,200 square feet in size which is substantially similar to the approved construction plans as attached hereto as Appendix A.
- c) Installation and connection of any and all necessary utility services such as water, sewer, gas, and electric.
- d) Any and all demolition, site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have the Redevelopment Project substantially completed within 270 days of the execution of this agreement. An extension to this deadline may be granted with written approval from the City, of which will not be unreasonably withheld.

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

**SECTION 2: Incentive Payments.** The City agrees to reimburse the Developer an amount not to exceed \$ 10,000.00, (the "Reimbursement Amount") in the form of a one-time grant payment, payable upon completion of the entire Redevelopment Project and issuance of an occupancy permit from the City as verified by the City, in the City's sole discretion.

Payment will be exclusively for costs paid and incurred in connection with the Redevelopment Project which are eligible under the guidelines of the Vienna New Home Development Program as determined by the City, in the City's sole discretion. It will be the obligation of the Developer to produce and submit to the City any and all costs for which they are requesting reimbursement for. Actual payments to the Developer will not exceed an amount equal to 100 % of the total eligible development project costs incurred during the completion of the Redevelopment Project.

**SECTION 3: Request for Payment.** The Developer agrees to submit Request for Payment pursuant to this Agreement in substantially the same form as set forth in Exhibit 1 ("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.

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

**SECTION 5: Disbursement of Payment.** Within 60 days of approval of any Request for Payment, the City shall pay the Developer for such approved costs to the extent monies are available in the Special Allocation Fund(s) for the TIF District(s).

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

**SECTION 7: Default and Remedies** The Developer agrees that if any of the following events occur within five (5) years after the execution of this agreement, the Developer may be considered to be in default of the Agreement, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer as part of this Agreement:

- a) The new home which is constructed is destroyed, determined to be unfit for occupation, or otherwise unusable for residential purposes.
- b) The building/property is not being used for authorized or otherwise approved purposes.
- c) The Property becomes exempt from the payment of property taxes.
- d) All general ad valorem real estate taxes and assessments charged or imposed upon the Property or any part thereof that at any time are not paid in full at the time they become due.

If a default occurs within anytime during the term of this agreement (5 years from the date of execution) the Developer will return 100% of the payments received pursuant this agreement back to the City.

Upon the occurrence of a default or a breach which requires either party to undertake any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the

reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

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

**SECTION 8: No Personal Liability.** All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

**SECTION 9: City Not Liable for Developer Obligations.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 9 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

**SECTION 10: Actions or Obligations of Developer.** The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by



the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

**SECTION 11: Provision Enforceability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**SECTION 12: Assignment.** The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City. Any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

**SECTION 13: No Joint Venture, Agency, or Partnership Created.** Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

**SECTION 14: Entire Agreement and Amendments.** The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing, and have not relied upon legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

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

[SIGNATURE PAGE TO FOLLOW]

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

"CITY"

CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS

(SEAL)

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

Chief Executive Office/Mayor

"DEVELOPER"

PRINT NAME: \_\_\_\_\_

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