

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
January 19, 2022  
6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the January 5, 2022 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

4. Clarida & Ziegler- Rural Development grant update

5. Authorization and Approval of **Ordinance 22-02**, An Ordinance Amending Ordinance 10-16, An Ordinance to Revise Chapter 21 of the Revised Liquor Code of Vienna, IL

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Authorization and Approval of **Resolution 22-01**, A Resolution Adopting The City of Vienna Residential Home Development Program

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

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Owen \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

7. Authorization and Approval to extend 2021 TIF agreement between the City of Vienna, IL and C&K Equipment and Auto Sales, LLC -Business expansion at 1004 West Vine St.

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

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Owen \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_


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

9. **ELECTED/APPOINTED OFFICIALS**

- City Attorney
- Aleatha Wright, City Clerk -Economic Interest Lists
- Shane Racey, City Supt.
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

10. **Adjournment:**

POSTED: 01-14-22

BY: 

**CITY OF VIENNA  
ORDINANCE NO. 22-02**

**AN ORDINANCE AMENDING ORDINANCE NO. 10-16, AN ORDINANCE TO REVISE  
CHAPTER 21 OF THE REVISED LIQUOR CODE OF VIENNA, IL**

**WHEREAS**, the City Council of Vienna has determined the number of Class A liquor licenses are insufficient; and

**WHEREAS**, the City Council of Vienna finds that there is a need to expand the number of Class A liquor licenses allowed to be issued from Four (4) to Ten (10).

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS AS FOLLOWS:**

**SECTION 1. ARTICLE II. SECTION 21.10 LIMITATIONS OF LICENSES.**

That Article II, Section 21.10, Limitations of Licenses is hereby amended to read as follows:

- (A) **NUMBER OF LICENSES:** The number of Class A liquor licenses that may be issued by the City shall not exceed Ten (10). The number of Class B liquor licenses that may be issued by the City shall not exceed Four (4). The number of Class C licenses that may be issued shall be Three (3). The number of Class D licenses that may be issued shall be Four (4). The number of Class E licenses that may be issued shall be Three (3). The number of Class F licenses that may be issued shall be Two (2). The number of Class G licenses that may be issued shall be One (1). There is no limit on the number of Class H liquor licenses that may be issued by the City of Vienna.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflicts, hereby repealed.

**SECTION 3. SEVERABILITY.** In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**SECTION 4. EFFECT AND PUBLICATION.** This ordinance is in full force and effect from and after its passage, approval and publication as provided by law.

**CITY OF VIENNA  
ORDINANCE NO. 22-02**

**AN ORDINANCE AMENDING ORDINANCE NO. 10-16, AN ORDINANCE TO REVISE  
CHAPTER 21 OF THE REVISED LIQUOR CODE OF VIENNA, IL**

Council Member	Aye	Nay	Abstention	Absent
Austin Tuey – Ward 1				
Melissa Hill – Ward 1				
Richard Owen – Ward 2				
Alan Racey – Ward 2				
Angela Moore – Ward 3				
Ron Pitts – Ward 3				

ADOPTED THIS 19th DAY OF January, 2022

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS 19th DAY OF January, 2022

\_\_\_\_\_  
Mayor, Steve Penrod

ATTEST: \_\_\_\_\_  
City Clerk, Aleatha Wright

I, Aleatha Wright, Clerk of the City of Vienna, Johnson County, Illinois, do hereby certify that I am the legal custodian of the records and ordinances of said City of Vienna; that the foregoing is a true and complete copy of Ordinance 22-02 of said City of Vienna, being **AN ORDINANCE AMENDING ORDINANCE NO. 10-16, AN ORDINANCE TO REVISE CHAPTER 21 OF THE REVISED LIQUOR CODE OF VIENNA, IL**, was fully passed and approved by City Council of said City of Vienna at a meeting held on January 19, 2022; that the same was approved and signed by Steve Penrod, Mayor of the City of Vienna and that said Ordinance shall become effective after its passage and publication; all as appears from the records and file of said office.

INWITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Vienna, this 19<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Aleatha Wright,  
Clerk for the City of Vienna

RESOLUTION NO. \_\_\_\_

**A RESOLUTION ADOPTING THE CITY OF VIENNA  
RESIDENTIAL HOME DEVELOPMENT PROGRAM**

**WHEREAS**, the City of Vienna (the "City") desires to encourage the development and construction of new homes within the City; and

**WHEREAS**, the corporate authorities of the City believe that it is in the best interest of the City to establish a formal program which will encourage these types of activities to occur and help them to accomplish these goals; and

**WHEREAS**, the City believes that the adoption of a Residential Home Development Program (the "Program") will best be used to accomplish these goals and objectives, which is attached hereto as "Exhibit A"; and

**WHEREAS**, the City will utilize funds collected through the Vienna TIF District pursuant to 65 ILCS 5/11-74.4 to fund and administer all eligible activities undertaken pursuant to the Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VIENNA, JOHNSON COUNTY, AN ILLINOIS CORPORATION, as follows:**

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** 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 THREE:** The City of Vienna shall adopt the attached Program, attached as "Exhibit A," to guide all future applications to the Program.

**SECTION FOUR:** This Resolution shall be in full force and effect from and after its adoption, approval and publication as provided by law.

*Record of motion to be recorded on the following page*

Alderpersion	Aye	Nay	Abstain	Absent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Vote Recorded by:

Vote Approved by:

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

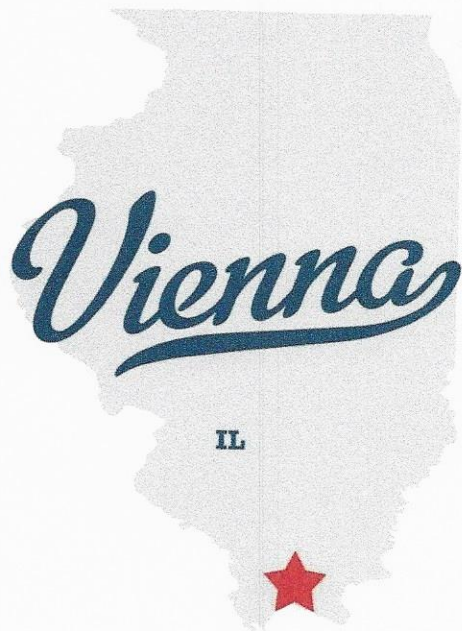
By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Recorded in the Records of the City Clerk and published by the authority of the Mayor and  
City Council of the City of Vienna, Johnson County, Illinois this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

# NEW HOME DEVELOPMENT PROGRAM 2022



## **Application and Agreement**

The following includes the Program Description, Grant Application, and Sample Agreement.

City of Vienna  
205 North 4<sup>th</sup> Street  
Vienna, IL 62995  
(618) 658-5161

## **PURPOSE AND OVERVIEW**

This program provides financial assistance to individuals who construct new homes in the City of Vienna, Illinois. Through this program, the City hopes to create new housing stock within the City which will attract new residents, spur investment in residential properties, and generally improve the neighborhoods of the community. Grant funds are made available through the Vienna TIF fund which is administered by the City and their economic development consultants.

## **PROGRAM DESCRIPTION AND TERMS**

Approved applications are eligible to be reimbursed an amount up to **\$10,000** for eligible development costs related to the construction of new single-family homes. (actual grant award may be less)

Homes will be required to be at least 1,200 square feet in size.

Modular homes are not eligible.

Mobile homes are not eligible.

Homes are not required to be owner-occupied.

Grant monies will only be distributed after construction is verified as complete, and an occupancy permit has been issued from the City.

All approved applications must initiate construction within 60 days and complete construction within 270 days of agreement execution date. At its discretion, the City reserves the right to cancel or extend the funding commitment for failing to meet these deadlines.

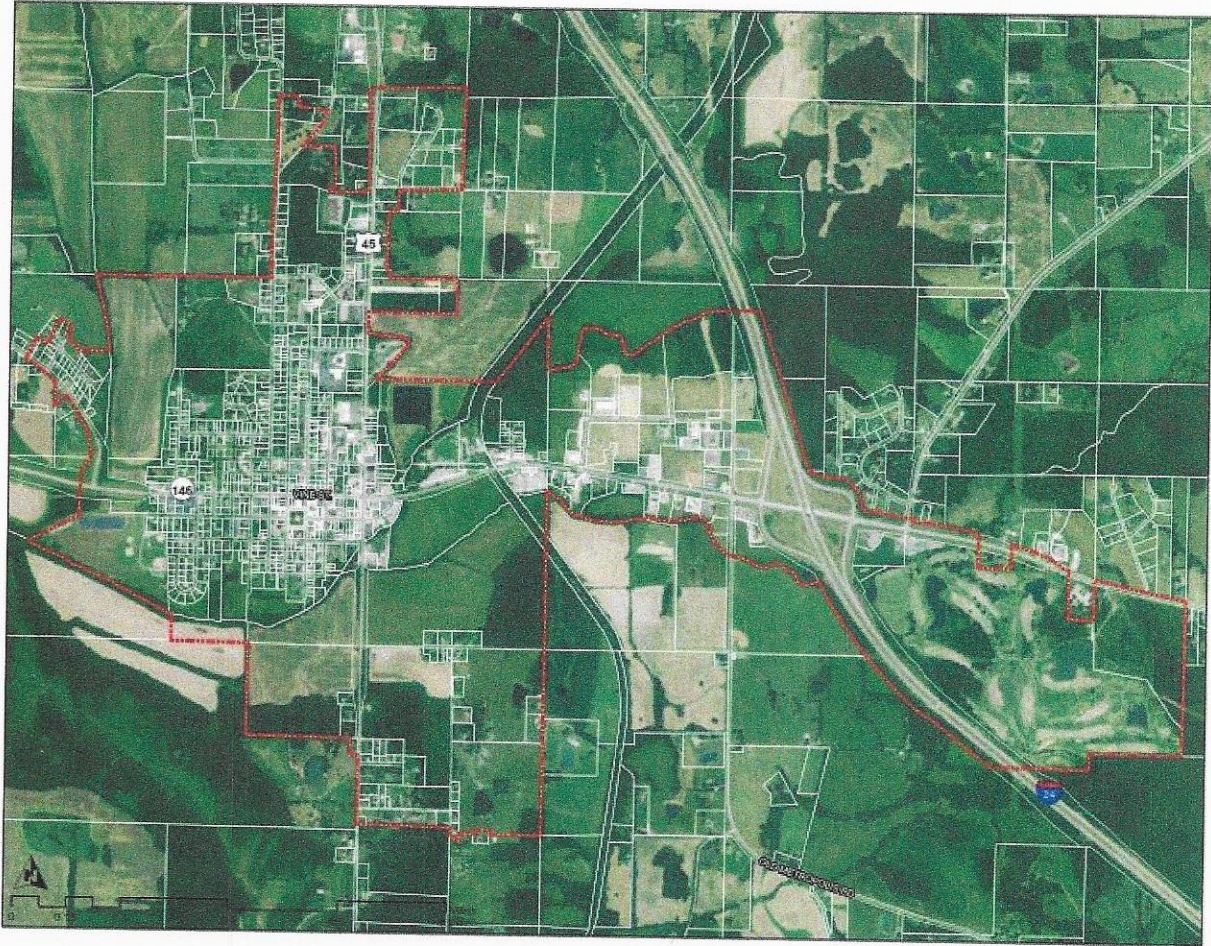
<b>Grant Budget Allowance for 2022: \$50,000</b>
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## **ELIGIBLE APPLICANTS AND PROPERTIES**

- Property on which new home is constructed must be located within the City of Vienna.
- Applicants must be able to provide proof of property ownership.
- Applicants must be in good financial standing with the City of Vienna (no outstanding tax payments, fines, or fees)
- Property must not be tax exempt.

Properties will not be eligible if any property assessments or property taxes are not paid in full to date. The applicant must obtain all necessary permits and pay any corresponding fees.

## **GRANT PROGRAM AREA**



### **ELIGIBLE DEVELOPMENT COSTS**

Only certain development costs will qualify as eligible under this program. Eligible Development Cost includes, but is not limited to:

- Property acquisition
- Site preparation (land clearing, demolition, surveying, earthwork, etc.)
- Utility line installation and connections (water, sewer, gas, electric)

### **APPLICATION SUBMISSION & REVIEW**

All applications must be completed and submitted to the City Clerk located at City Hall. Applications will be considered by the City Council on a first-come first-served basis. The submission of an application does not guarantee that a project will be approved for participation in the program, or that any monies will be awarded.

# CITY OF VIENNA

## New Home Development Grant Application

Please completely fill out this application and return it to the City of Vienna with all items listed and any necessary supplemental information.

NOTE: A partially completed Application will not be processed or returned by the City to the Applicant.

### Applicant Information:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Current Address: \_\_\_\_\_

### Property Information & Intended Uses:

Property Address: \_\_\_\_\_

Parcel Number (PIN): \_\_\_\_\_

Current Zoning: \_\_\_\_\_

Listed Owner: \_\_\_\_\_

Intended Use of Property: ( ) Primary Residence ( ) Sell ( ) Rent/Lease ( ) Other

If other, please explain: \_\_\_\_\_

\_\_\_\_\_

### Construction Information:

Name of Builder/Contractor: \_\_\_\_\_

Builder/Contractor Contact Information: \_\_\_\_\_

Approximate Size (sq. ft.): \_\_\_\_\_

Bedrooms/Bathrooms: \_\_\_\_\_

General Description of Style/Materials: \_\_\_\_\_

***The following items are REQUIRED to be submitted with the Grant Application:***

- Copy of driver's license or state ID card
- Recent property tax bill for property where home is to be constructed
- Construction Plans/Designs
- Construction Cost Estimates (must show qualifying program costs)
- Any other information which may help the City to understand the project/assist to answer application questions.

I agree to comply with the guidelines and policies of the City of Vienna Residential Home Development 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. I acknowledge and approve that all information submitted as part of this application may be viewed and distributed by any additional designated review party as designated by the City.

**Signature of and by each owner is required:**

Applicant(s) Signature:

Name Printed:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Verification City Received and Returned Submitted Application**

**Received:**

This Application has been received by City on this \_\_\_\_\_ day of \_\_\_\_\_,

2022 and given to \_\_\_\_\_, \_\_\_\_\_,  
(Name of City Official) (City Official Title)

by \_\_\_\_\_.  
(Name of Person Submitting Application)

Copy returned same date: ( ) Yes ( ) No Initial: \_\_\_\_\_

**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 \_\_\_\_\_, 2022, 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: \_\_\_\_\_

Address where home will be constructed: \_\_\_\_\_

Property PIN Number(s): \_\_\_\_\_

**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: \_\_\_\_\_

**APPENDIX A**  
**CONSTRUCTION/DESIGN PLANS**

## EXHIBIT 1

### REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

TO: City of Vienna, Illinois  
Attn: New Home Development Program Administrator  
205 North 4th Street  
Vienna, Illinois, 62295

You are hereby requested and directed as per the Agreement entered into with \_\_\_\_\_ (the "Developer"), to pay moneys in the TIF District Special Allocation Fund for reimbursement of the following eligible project costs incurred pursuant to the Vienna New Home Development Program:

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Cost</u>

Total Costs Submitted: \$ \_\_\_\_\_

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. The undersigned is the Developer under the Agreement which request is being made.

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate and sales taxes attributable to the Property have been paid in full, proof of which is attached to this Request for Payment.
3. These project costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the TIF District Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the completion of the Redevelopment Project for which this request relates have been issued and are in full force and effect.
7. I have been issued a certificate of occupancy from the City which allows this building to be occupied for residential purposes.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title(s) \_\_\_\_\_

For use by City:

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

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