

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
August 2, 2023  
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 July 19, 2023 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report (June)

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

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

4. Facade Improvement Grant Program Application/Agreement- Family Pizza

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

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

5. Authorization and Approval of Resolution 23-07, A Resolution Authorizing An Agreement With Vienna Outdoor Equipment, LLC For Redevelopment Of Property Utilizing Tax Increment Financing Located At 110/112 East Road in the City of Vienna, IL

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

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

6. Authorization and Approval of Redevelopment Agreement between the City of Vienna, IL and Vienna Outdoor Equipment, LLC

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

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

7. USDA Rural Development Loan /Grant update  
-Mayor Penrod

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

9. **ELECTED/APPOINTED OFFICIALS**

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

10. **Adjournment:**

POSTED: 07-31-23

BY: 



# MEMO

To: City of Vienna

From: Moran Economic Development

Date: 7/19/2023

Re: Façade Improvement Grant Program Application Review & Evaluation

## **Program Overview**

The Façade Improvement Grant program was put in place to provide financial assistance to local business and property owners seeking to repair, rehabilitate, and improve the physical appearance of their buildings and storefronts. This program is intended to encourage and support projects which improve and enhance building exteriors through restoration and repair of damaged building components and the performance of work items which increase curb appeal and improve the visual appearance of the exterior façade of buildings within the community.

- Projects must be located within the designated program boundaries.
- Projects must include eligible work items in accordance with grant guidelines.
- Grants under this program shall not exceed 50% of the total project costs, up to a maximum amount of \$2,500 per application per fiscal year.

(Example: applicants would be required to expend \$5,000 or more in order to be eligible to receive the maximum available grant amount of \$2,500)

- Approved applicants shall be required to enter into designated grant program agreements outlining the terms and conditions of receiving payment.
- Grant monies are to be distributed after a project is complete and eligible costs have been reviewed, verified, and approved for reimbursement.

## **Application Information**

At this time, the following application has been made, seeking participation and approval:

<b>Date:</b>	7/19/2023
<b>Applicant:</b>	Robert C. Smith – Family Pizza
<b>Address:</b>	309 E. Main Street, Vienna, IL 62995
<b>Project Description:</b>	Exterior door replacement & signage repair
<b>Est. Project Costs:</b>	\$4,800
<b>Eligible Payment:</b>	50% (\$2,400)





**Opinion on Grant Participation:**

It would be our opinion that this application/project does qualify for consideration for participation in the grant program at the discretion of the City.

The application request may be added to the next available agenda for review and consideration by the City Council.

If the application is approved, the pre-drafted "Façade Improvement Program Grant Agreement" should be completed and signed by the City and Applicant to formally authorize the project for participation and funding.

- The first page needs completed with date of approval & applicant information
- Section 2 will need to have the approved project components checked
- Bottom of page 4 is where signatures will be made

After completion of the project, the grant recipient will complete the included "Request for Reimbursement" form and submit evidence of the costs incurred. Upon review and verification of these costs, payment can be considered for disbursement in an amount equal to 50% of the total costs, not to exceed the maximum amount of \$2,500.

NOTE: Prior to disbursement of payment, it will be the responsibility of the City to confirm that all project components have been performed in an appropriate manner, and in accordance with any relevant codes, ordinances, or other regulations.

Any and all payments made pursuant this program shall be at the discretion of the City, in consideration of the available funding and eligibility of the project in accordance with the program guidelines.

Please refer to the Façade Improvement Program Grant packet for more program guidelines, policies, requirements, and other information.

For any questions or concerns, please feel free to contact our offices at any time.

Thank you very much,  
Jake Zambaldi  
Director of Development Programs  
*Moran Economic Development*

RESOLUTION NO. 23-07

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIENNA OUTDOOR EQUIPMENT, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 110-112 EAST ROAD IN THE CITY OF VIENNA, ILLINOIS**

WHEREAS, the City of Vienna, Illinois, (the "City") desires to redevelop and improve existing property within the established Vienna Tax Increment Financing Redevelopment Project Area #1 (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 et seq. et. seq. Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project (the "TIF Plan") for the City of Vienna's TIF District; and,

WHEREAS, Vienna Outdoor Equipment, LLC (the "Developer"), has submitted a proposal requesting consideration by the City Council of the City of Vienna for the use of TIF Funds to support a redevelopment project for the improvement and redevelopment of certain property within the TIF District which has been proposed to be used as the location of an outdoor equipment retailer and service facility (Vienna Outdoor Equipment); and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Vienna finds that it is in the best interest of the City of Vienna to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and development of certain property, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF VIENNA, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The duly appointed Corporate Authority is hereby authorized to enter into a Redevelopment Agreement using Tax Increment Financing with the Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.



**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Council Member	Aye	Nay	Abstain	Absent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Vote Recorded by:

Vote Approved by:

\_\_\_\_\_  
Aleatha Wright, City Clerk

\_\_\_\_\_  
Mayor

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 in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF ILLINOIS        }  
SS                               }  
COUNTY OF JOHNSON     }

I, Aleatha Wright, do hereby certify that I am the City Clerk of the City of Vienna, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING AN AGREEMENT WITH VIENNA OUTDOOR EQUIPMENT, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 110-112 EAST ROAD IN THE CITY OF VIENNA, ILLINOIS", duly passed by the Mayor and City Council of the City of Vienna as Resolution #\_\_\_\_\_, at a Regular Council meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the Resolution being part of the official records of said City.

\_\_\_\_\_  
Aleatha Wright  
City Clerk

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**  
NEW BUSINESS DEVELOPMENT PROJECT  
VIENNA OUTDOOR EQUIPMENT

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THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and VIENNA OUTDOOR EQUIPMENT, LLC (hereinafter known as the "Developer").

**RECITALS**

- A. On May 7, 2007, in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the "TIF Act"), the City Council of the City (the "Corporate Authorities") approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area #1 (also known as the "TIF District") and adopting the Vienna TIF Redevelopment Plan and Project #1 (the "Redevelopment Plan" or "TIF Plan").
- B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for redevelopment and improvement of certain property located within the TIF District which could not or would not be undertaken without the provision of TIF assistance from the City.
- C. The Corporate Authorities, after reviewing the redevelopment proposal submitted by the Developer and considering the benefits and impacts it will have on the City, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plans.

**COVENANTS AND AGREEMENTS**

**SECTION 1: The Redevelopment Project(s).** The Developer agrees, subject to the terms and conditions hereof, to undertake a redevelopment project located at approximately 110 - 112 East Road in the City of Vienna, Illinois (Johnson County PIN(s): 08-04-301-022 & 08-04-301-023) (the "Property") which would cause for the redevelopment, repair, and renovation of the existing buildings and property for use in the operation of an outdoor equipment retailer and service provider (Vienna Outdoor Equipment) (the "Redevelopment Project").



The Redevelopment Project includes, but is not limited to:

- a) All preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) Demolition of the existing house and clearing of the site located at 110 East Road.
- c) Partial demolition and renovation of the house at 112 East Road for use as modern office space and showroom.
- d) Demolition of shed structure and clearing of land located between 110 & 112 East Road.
- e) Construction of new workshop on the Property.
- f) Any and all other remodeling, renovation, redevelopment, interior finishing, exterior finishing, or other work to the building(s) and Property to be suitable for the proposed or expected uses and in accordance with all federal, state, and local regulations of such a facility.
- g) Any and all ADA compliant improvements, site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed.

The Developer agrees that in order for the Redevelopment Project to be considered complete, the building(s) and property must be ready for occupation, open to the public, ready for performance of the proposed services or activities, and be in compliance with all relevant building codes, ordinances, or other regulations.

The Developer agrees to have the Redevelopment Project substantially completed within 120 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 federal, state, and local laws, codes, ordinances, regulations, and other relevant policies which may pertain to the development of the proposed property.

The Developer agrees that the Redevelopment Project will include a minimum investment in the Property of at least **\$60,000.00** ("Required Minimum Investment") and that failure to make the Required Minimum Investment shall constitute a breach of contract, which will result in default of this agreement.

**SECTION 2: Incentive Payments.** Should the Developer comply with all the obligations in Section 1 and of this Agreement, The City agrees to reimburse the Developer for certain costs incurred during the completion of the Redevelopment Project.

Pursuant to this agreement, the Village agrees to reimburse the Developer in an amount not to exceed **\$ 7,500.00** (the "Reimbursement Amount"), for Eligible Redevelopment Project Costs related to demolition and site preparation work which is



incurred by the Developer during the performance of the Redevelopment Project, as determined and verified by the City, in the City's sole discretion.

Disbursement of funds will be in the form of a one-time grant payment and will only be eligible for disbursement upon completion of all components of the Redevelopment Project as verified and approved 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 authorized to be reimbursed or paid from the Special Allocation Fund as provided in Section 5/11-74.4-3(q) of the TIF Act ("Eligible Redevelopment Project Costs"). It will be the obligation of the Developer produce and submit to the City any and all Eligible Redevelopment Project Costs which they are requesting reimbursement for. Total payments to the Developer may not exceed the total Eligible Redevelopment Project Costs approved and verified to have been incurred during the completion of the Redevelopment Project as determined in the discretion of the City.

**SECTION 3: Requests for Payment.** The Developer agrees to submit Requests for Payment of the Reimbursement Amount 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. It is the sole responsibility of the Developer to submit any all Requests for Payment at the time they believe all obligations of the Developer have been completed.

**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 Eligible Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District.

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

**SECTION 8: 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) Failure to complete the Redevelopment Project within the required timeframe.
- b) Failure to provide evidence that the Developer has made the Required Minimum Investment upon completion of the Redevelopment Project.
- c) The building(s) or Property is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes.
- d) The property is sold, or ownership is transferred without written consent from the City. The City agrees and promises that such consent will not be unreasonably withheld.
- e) The building(s)/property is not being used for authorized or otherwise approved purposes.
- f) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- g) The Property becomes exempt from the payment of property taxes, or the Developer protests or appeals the assessed value of the property.
- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof that at any time are not paid in full at the time they become due.

If a default occurs within three (3) years of the execution of this Agreement, the Developer will return 100% to the City. If a default occurs between three (3) years and four (4) years from the execution of this Agreement, the Developer will return 75% to the City. If a default occurs between four (4) years and five (5) years from the execution of this Agreement, the Developer will return 50% 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 9: Personal Guarantee.** It is expressly agreed that the managing members of the Developer shall be personally liable for all payments or obligations for payment to the City which have resulted from default or breach of this agreement.

**SECTION 10: 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 11: 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 11 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 12: 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 13: 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 14: 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 15: 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 16: 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.

**SECTION 17: Force Majeure.** Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

**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 Officer / Mayor

"DEVELOPER"

**VIENNA OUTDOOR EQUIPMENT, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tom Loyd, Owner