

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
April 6, 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 March 16, 2022 Meeting Minutes
- Approval of the Warrant

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

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

4. Kathy Poole- Brayden King Memorial baseball tournament

5. Authorization and Approval of Tax Increment Financing Redevelopment Agreement between the City of Vienna, IL and SIL Properties, LLC

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

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

6. Authorization and Approval of Resolution 22-02, A Resolution Authorizing an Agreement with SIL Properties, LLC for Redevelopment of Property Utilizing Tax Increment Financing Located at 20 North 1<sup>st</sup> Street

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

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

7. Employment: Part time seasonal mowing

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

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

8. Authorization and Approval of Fourth of July quote-Starfire Corporation  
-Approval of DJ costs

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

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

9. Roundabout design/Welcome sign  
*-Mayor Penrod*

10. Fall Fest event

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

12. **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-
- Review of memorandum from city attorney: Condemnation and Demolition of dangerous and unsafe buildings
- Tri-State Food Bank Ribbon Cutting 4/20/22 @ 12:00 P.M.

13. **Adjournment:**

POSTED: 4-4-22

BY: 

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**

EXISTING BUILDING REPAIRS – 209 N 1<sup>st</sup> STREET  
SIL PROPERTIES – JACKSON HEWITT VIENNA

THIS REDEVELOPMENT 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 COUNTIES, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and SIL PROPERTIES, LLC (hereinafter known as the “Developer”).

**RECITALS**

- A. On May 7, 2008, 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 (also known as the “TIF District”) and adopting the Vienna TIF Redevelopment Plan and Project (the “Redevelopment Plan” or “TIF Plan”).
- B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for development 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.** The Developer agrees, subject to the terms and conditions hereof, to undertake a project for the renovation, repair, and improvement of an existing commercial building for use by the Developer in the operation of a tax service business (Jackson Hewitt Vienna) (the “Redevelopment Project”) which is located at 209 N. 1<sup>st</sup> Street, Vienna, IL (Johnson County PIN(s): 08-05-401-024) (the “Property”) which includes, but is not limited to:



- a) All preconstruction site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) Garage roof repair
- c) Landscaping maintenance and tree & shrubbery trimming/removal
- d) Installation of ADA approved access ramp.
- e) Construction of gravel parking lot and improved exterior lighting and signage.
- f) HVAC system replacement and installation of basement sump pump.
- g) Interior flooring repairs, bathroom renovations, and painting.
- h) 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 180 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 equal to **twenty-percent (20%)** of the total eligible costs incurred during the performance of the Redevelopment Project, **up to a maximum of \$ 10,000.00**, (the "Reimbursement Amount") in the form of a one-time grant payment, payable upon completion of the entire project 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 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 an amount equal to **20** % of the total Eligible Redevelopment Project Costs incurred during the completion of the Redevelopment Project.

**SECTION 3: Requests for Payment.** The Developer agrees to submit Requests for Payment of Eligible Redevelopment Project Costs 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 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) The building and/or property is destroyed, determined to be unfit for occupation, or otherwise unusable for public or private purposes.
- b) 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.
- c) The building/property is not being used for authorized or otherwise approved purposes.



- d) The Property becomes exempt from the payment of property taxes.
- e) 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 one (1) year of the signing of this Agreement, the Developer will return 100% to the City. If a default occurs between one (1) year and two (2) years from the signing of this Agreement, the Developer will return 80% to the City. If a default occurs between two (2) years and three (3) years from the signing of this Agreement, the Developer will return 60% to the City. If a default occurs between three (3) years and four (4) years from the signing of this Agreement, the Developer will return 40% to the City. If a default occurs between four (4) years and five (5) years from the signing of this Agreement, the Developer will return 20% 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: 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 10: 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 10 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 11: 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 12: 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 13: 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 14: 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 15: 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.

**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"**

**SIL PROPERTIES, LLC**

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

Printed Name of Authorized Representative: Mr. Bart Loyd, President

**EXHIBIT 1**

REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

TO: City of Vienna  
Attn: TIF Administrator  
205 North 4<sup>th</sup> Street  
Vienna, Illinois, 62995

You are hereby requested and directed as per the Redevelopment Agreement entered into with \_\_\_\_\_ (the "Developer"), to pay moneys in the Special Allocation Fund for reimbursement of the following Redevelopment Project Costs:

Please check one:     I am submitted new costs.     I am not submitted new costs

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

Total Costs Submitted: \$ \_\_\_\_\_                      Payment Request #: \_\_\_\_\_

# of Current Full-Time Employees: \_\_\_\_\_                      # of Current Part-Time Employees: \_\_\_\_\_

\*Proof of all listed costs and certification page must be attached.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.



CERTIFICATION PAGE

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

- 1. Each item listed herein is a Redevelopment Project Cost and was incurred in connection with the performance of the Redevelopment Project, **proof of which is attached.**
- 2. All real estate and sales taxes attributable to the Property have been paid in full, **proof of which is attached.**
- 3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement, **proof of which is attached.**
- 4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation 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 portion of the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
- 7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with all obligations and terms of the Agreement.

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

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

Approved for Payment: \_\_\_\_\_

CITY OF VIENNA ILLINOIS

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

Title: \_\_\_\_\_

**RESOLUTION NO. 22-02**  
**OF CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH SIL PROPERTIES, LLC FOR  
REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED  
AT 209 N. 1ST STREET IN THE CITY OF VIENNA, ILLINOIS**



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING AN AGREEMENT WITH SIL PROPERTIES, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 209 N. 1ST STREET 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 #1 District; and,

WHEREAS, SIL Properties, 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 renovation of certain property within the TIF District to be used for commercial purposes; 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 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.

Aldersperson	Aye	Nay	Abstain	Absent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Vote Recorded by:

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

Vote Approved by:

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.



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 SIL PROPERTIES, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 209 N. 1ST STREET 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 \_\_\_\_\_, 2022, the Resolution being part of the official records of said City.

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Aleatha Wright  
City Clerk