

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
February 15, 2023  
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 18, 2023 Meeting Minutes
- Approval of the Warrant
- Approval of January Treasurer's Report

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

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

4. Dylan Young- Little Egypt Pest Control

5. Authorization and Approval of Ordinance 23-01, An ordinance regulating excavation and surface restoration of city property.

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

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

6. Approval and Authorization of Southern Illinois Aggregation Partnership Municipality Power of Attorney

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

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

### **TIF Resolutions/Agreements (7-10)**

7. Authorization and Approval of Resolution 23-01, A Resolution Authorizing an agreement with Adam Shoemaker for Redevelopment of Property Utilizing Tax Increment Financing Located at 212 North 1<sup>st</sup> Street in the City of Vienna, Illinois.

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

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

8. Approval and Authorization of Tax Increment Financing Redevelopment Agreement for existing building repairs and renovations at 212 North 1<sup>st</sup> Street-Super Shop, between the City of Vienna, IL and Adam Shoemaker dba Shoemaker Building Center

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

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

9. Authorization and Approval of Resolution 23-02, A Resolution Authorizing an agreement with Adam Shoemaker for Redevelopment of Property Utilizing Tax Increment Financing Located at 420 Court Street in the City of Vienna, Illinois A Resolution

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

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

10. Approval and Authorization of Tax Increment Financing Redevelopment Agreement for existing building repairs and renovations at 420 Court Street-Vienna Theater Building, between the City of Vienna, IL and Adam Shoemaker dba Shoemaker Building Center

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

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

11. Approval and Authorization of Horner and Shifrin Inc. to prepare estimate and documents to execute the 2023 MFT procurement and work

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

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

12. Approval and Authorization of quote for GPS location mapping system and associated training from Seiler Geospacial.  
Locator-\$637.00, Field Map Jumpstart training-\$995.00, Yearly subscription- \$2,205.00

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

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

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

14. **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
  - Certificate of Deposit transfer, Legence bank
  - Millstone Water District meeting update/water treatment make versus buy analysis
  - Fire Dept. Roof Repair
  - Distressed Properties update
  - Water Project Preliminary Engineering Report Amendment to include Rt 146 East water relocation work

15. **Adjournment:**

POSTED: 02-13-23

BY: 

**ORDINANCE No. 23-01**

**AN ORDINANCE REGULATING EXCAVATION AND  
SURFACE RESTORATION OF CITY PROPERTY**

WHEREAS, it is deemed necessary and proper to define responsibilities and prescribe standards for disturbance of City property by excavation and for back filling of excavated tap or sewer or extension of water/sewer lines or any other work on City property or right of ways and subsequent restoration of the disturbed surface.

BE IT NOW ORDAINED BY THE CITY COUNCIL OF THE CITY OF VIENNA, ILLINOIS:

**Section 1. Definitions.**

For purposes of this Ordinance, the following definitions apply:

- A. Person means any individual, business entity or one acting in a representative capacity for any purpose.
- B. Applicant means any person or company applying for a permit from the City to: (1) cut, excavate or bore under the surface of a City street, right- of- way, and/or sidewalk and/or (2) extend a tap into a city water line or sewer.
- C. Street means any public way or thorough fare owned by the City for use by vehicular traffic by the public.
- D. Permit means a written form provided by the City giving consent to excavate or bore under a City street, City right-of-way or other City real estate
- E. Permittee means any person to whom a permit has been issued.
- F. Excavation means the making of a hole, bore, trench or ditch in the surface of a City street or other City real estate by removing material from there.
- G. Superintendent or designee means the person employed by the City Council to supervise and administer the construction and maintenance of city streets, alleys, sidewalks, the gas system, the city storm water drainage system, distribution of water to the citizens of and treatment of waste water for citizens of Vienna.
- H. Designee means an employee of the said of Vienna authorized by a city superintendent to act on his or her behalf.
- I. Utility means any corporation or entity that provides, but is not limited to, electric, gas, water, sewer, telephone, internet, fiber optic or television service.
- J. Easement means a written consent by the City Council allowing the use of City real estate for a limited specified purpose.
- K. Street Cut or Cut means a trench, ditch, bore, hole or any excavation made in the surface of a City street, alley, sidewalk or right of way.

**Section 2. Permits**

- A. Any person who desires to make a street cut or bore or otherwise use City real estate or right of way must make application at Vienna City Hall for a permit. The

application shall be referred to the appropriate Superintendent(s) who shall review and determine if a permit should be issued. The application must be signed-off by the Superintendent or designee before any excavation or boring may begin. No Street cut or other similar use of City real estate shall be made unless a permit has been issued.

- B. The application for such permit shall state the purpose of the proposed cut or bore, the location and the dimension of the cut.
- C. Before the Permittee begins a cut of the surface of City property, i.e. City Street, alley or other City owned real estate, or involving a city-owned utility, the Permittee must notify the Superintendent of the time and day he intends to commence. Unless the Superintendent determines there is reason to delay, the Permittee may proceed.
- D. When the Permittee has completed the purpose for which the cut is made, the Superintendent shall be notified by the Permittee, before the hole, trench or ditch is back-filled. The Superintendent or his designee shall inspect the project to ensure the tap/extension/cut is completed to the city requirements.
- E. The application for a permit shall be accompanied by the following fees and security deposits:
  - a. \$150.00 fee for repair or replacement of an existing utility line (water, sewer, electric, gas, fiber, telephone, cable, etc.); or
  - b. \$1,000.00 fee for new construction; and
  - c. \$750.00 as a security deposit for a single cut, bore, or excavation; or
  - d. \$5,000.00 as a security deposit for multiple cuts, bores, or for excavations that involve laying substantial lengths of line, cable, or fiber.
  - e. A cashier's check or money order may be used in lieu of cash for the security deposit.

The security deposit will be returned following confirmation by the Superintendent that all cuts, bores, and excavations have been closed and all right of way fully restored to a condition that meets or exceeds City's requirements or standards.

The Superintendent at his discretion may waive the deposit and may waive the permit fee for a single cut, bore, or excavation where it finds the same would cause undue financial hardship.

- F. The permit will contain an agreed time frame for the work to be completed.

### **Section 3. Excavation and Cuts**

- A. Any concrete or asphalt street surface to be disturbed for exaction shall have the edges or the area to be excavated saw-cut.
- B. Excavations shall not be filled until the Superintendent or his designee has inspected the extension or tap and given his approval.

- C. All street and sidewalk excavations back-fill shall consist of granular crushed stone\* compacted in 8" lifts to compaction of 90%. Back-fill shall be made to eight inches of the surface. Then concrete (not Quickerrete or comparable) eight inches thick shall be put in place for the surface.
  - D. All sidewalk crossings must be saw cut and new concrete a minimum of 4 inches thick must be poured to restore the sidewalk.
  - E. If necessary to preserve the safety of pedestrians and vehicular traffic, barricades or other traffic control devices should be put in place. The Permittee shall notify the Superintendent for direction or assistance.
  - F. Before commencing ANY cut, the Permittee shall notify J.U.L.I.E. of the proposed area to excavated or bored. The Permittee shall pre-mark the entire area where work is to be performed. The excavation work must begin within the period required by the J.U.L.I.E. notification law. A fee of \$100.00 per location shall be charged to the Permittee for a second or subsequent utility locate required to be performed by the City to comply with the J.U.L.I.E law. No excavation shall be allowed to commence or continue until such fees are paid
  - G. The Permittee shall be liable for all damage inflicted on any real or personal property as a result of undertaking to make a cut, excavation, or bore.
  - H. The Permittee shall be responsible for removing from the site and disposing of all material excavated from the site. Permittee shall be responsible for timely clean-up of the site otherwise.
  - I. As nearly as can be done responsibly, Permittee shall use all precaution to prevent obstruction of flow of storm water at the site of excavation and shall take appropriate measures to minimize erosion and prevent excavation spoils from washing onto adjacent right of ways or into adjacent ditches.
  - J. All utilities installed parallel to city utilities must be a minimum of 5 feet away and crossings must be a minimum of 2 feet under city utilities. No utilities will be installed over existing city utilities.
  - K. The permittee shall be liable for any culvert damage.
  - L. All fiber optic cable vaults will be tier 22 class.
  - M. All City utilities must be located by pothole method or otherwise hand digging at any crossing points to ensure minimum clearances are met.
- \*Sand is required at least 6 inches above and below all exposed gas lines.

#### **Section 4. Restoration of Street Cuts.**

- A. Back-fill of an excavation and resurface of street cut shall be completed in compliance with Section 3-B and 3-C hereof. Such completion shall be done within no more than three (3) days and must meet the approval of the Superintendent or his designee. All traffic control devices shall remain in place for the safety of the public until the removal of material and clean-up is completed.

**Section 5**

Upon completion by the Permittee of all restoration work pertaining to a street, sewer, electric, gas, fiber, cable or water excavation, cut or bore, the Permittee shall notify the Superintendent who shall inspect the site. The said Superintendent determines the requirements or standards of the City for restoration have been met, he shall approve the work and sign-off on the project completion. The Permittee shall take the signed permit to Vienna City Hall who will refund the security deposit. Should the Superintendent determine the work has not been completed as required, the security deposit will be used to reimburse the City for repairs. If the cost of repairs exceeds the deposit the Permittee will be responsible for the actual cost of repairs.

**Section 6**

Any person violating any provision of this Ordinance shall be subject to a fine not less than \$250.00 plus court costs and not to exceed \$750.00 plus court costs together with any attorney fees incurred by the City. Each day a violation continues shall be considered a separate offense.

**Section 7**

This ordinance supersedes and repeals all ordinances, resolutions, motions, or portions thereof in conflict with the provisions of this ordinance.

**Section 8**

This ordinance shall take effect 10 days following its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Published this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of  
Vienna  
RIGHT OF WAY  
EXCAVATION PERMIT

(Ordinance 23-01)

**ALL PERMITS ARE NULL & VOID WHEN CITY IS CLOSED**

Deposit: \$5,000    Date: \_\_\_\_\_  
 Deposit: \$750    Date: \_\_\_\_\_  
 Check \_\_\_\_\_     Cash

Superintendent 618-658-5161 or 618-771-6726

Permit # \_\_\_\_\_  
Permit Fee: \$150.00 (non-refundable)  
Permit Fee: \$1000.00 (non-refundable)  
 Check     Cash  
Date Paid: \_\_\_\_\_  
Purpose: \_\_\_\_\_

Utility Type: Please circle one of the  
Following: Fiber, CATV, Electric, Gas,  
Phone, Water, Sewer

**OWNER INFORMATION**

Owner/Organization: _____	Contact Name: _____	Contact Phone # _____
Mailing Address (include Zip Code): _____	Business Phone # _____	
Email: _____		
24-hour Emergency Contact _____	24-hour Phone # _____	Proof of Insurance Attached: Yes _____ No _____

**CONTRACTOR INFORMATION**

Contractor: _____	Contact Name: _____	Contact Phone # _____
Mailing Address (include Zip Code): _____	Business Phone # _____	
Email: _____		
24-hour Emergency Contact _____	24-hour Phone # _____	Proof of Insurance Attached: Yes _____ No _____ On File _____

Plumber's Name \_\_\_\_\_ Plumber's State License Number \_\_\_\_\_  
\_\_\_\_\_  
(Name of Applicant) (Mailing Address)

(City) (State & Zip) \_\_\_\_\_, hereinafter termed the Permittee

request permission and authority to occupy, and to do certain work herein described on the Street(s) and/or address

known as (address) \_\_\_\_\_ PIN# \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_  
(Start Location) (End Location)

The work is described in detail on the attached sketch or plans.

The sidewalk, street and/or curb & gutter will be disturbed for this installation? Yes \_\_\_\_\_ No \_\_\_\_\_

**The work authorized by this permit shall be completed in compliance with attached Exhibit A and Ordinance \_\_\_\_\_.**

**Permit Acceptance and Liability Waiver (to be signed by authorized company representative)**

I request permission to bore, cut, excavate and/or occupy the public right-of-way in the City of Vienna. For consideration of such permission, I agree to indemnify, hold harmless and defend the City of Vienna, its officers, agents and employees, from any and all claims resulting from injuries, including death, damages or losses, including, and but not limited to the general public, and attorney's fees incurred by the City of Vienna which may arise or which may be alleged to have arisen out of, or in connection with such excavation and occupancy. I further agree to do all work in accordance with the conditions, regulations and city standards provided with this application. **A copy of this permit shall be available for review at the job site at all times when work is occurring in the right-of-way.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



(Signature of authorized company representative)

City Comments/Requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----No excavation can begin until Pre-Excavation Approval-----

	Pre-Excavation Approval	Date	Post Excavation Approval	Date
Superintendent	_____	_____	_____	_____

**\*\*TO ARRANGE PRE AND POST EXCAVATION INSPECTIONS, PLEASE CALL THE CITY SUPERINTENDENT  
Shane Racey 618-771-6726 or 618-658-5161  
THIS FORM MUST BE PRESENT AT POST EXCAVATION INSPECTIONS.  
Refund WILL NOT be processed until the Superintendent has given post-excavation approval on this form.**

**REFUND**

PERMIT # \_\_\_\_\_ REFUND AMOUNT \$ \_\_\_\_\_ REFUND DATE \_\_\_\_\_

If project completion did not meet Superintendent's approval amount of refund withheld \_\_\_\_\_

NOTES:

**Exhibit A**

Any unapproved deviation from the approved drawings or general comments will be sufficient cause to have work stopped or reconstructed at the expense of the party or parties to whom the permit is issued. A copy of the permit is required on the job site at all times along with a copy of the ordinance.

General Comments

No work shall be done when the City is closed for Holiday's

- 1) The work authorized by this permit shall be completed in compliance with Exhibit A and City Ordinances
- 2) The proposed utility should be located horizontally a minimum of five (5) feet away from any city owned underground utility (water, gas, sanitary sewer, and storm sewer).
- 3) Where perpendicular crossing occur, the utility line should be installed a minimum of 2 feet beneath any city owned underground utility and any service lines or laterals. Where sanitary sewers are installed abnormally deep, the fiber optic line may be installed above the sewer with the superintendent's permission.
- 4) Contractor must obtain a permit from city hall for any necessary street cuts.
- 5) All pavement shall be saw cut one-foot past excavations which encroach into the roadway
- 6) Roadway patches shall consist of IDOT approved CA-6 compacted backfill compacted in eight (8) inch lifts and eight (8) inches of IDOT approved 5-hour pavement.
- 7) No excavation shall be left open overnight. Where unavoidable contractor shall install proper barricades and get City approval before leaving overnight.

- 8) Grassed areas shall be seeded with straw as soon as possible after excavation. Proper erosion control in place and maintained for duration of construction and/or until Superintendent deems necessary.
- 9) Permittee's contractors shall open sewer manholes and/or pothole sewers and watermains to locate utility depths prior to construction. Contractors shall make as much inspection as practical to locate sewer and gas laterals and water services.
- 10) The Superintendent will not mark drain culverts that can be seen from the service. The Contractor shall be liable for damage to drain culverts.
- 11) No major location changes from the alignment proposed, such as changing which side of the road, will be allowed without prior approval from the city's Superintendent.
- 12) Contractor/utility is responsible for locating street right-of-way lines, determining type of street right-of-way, determining property line locations, and if any private easements are necessary.
- 13) Contractor is responsible for all street/traffic light wiring locates and is responsible for any damage or liabilities incurred by any disruption of such.
- 14) Failure to comply with permit policy or city ordinances may result in loss of deposit and/or fines.
- 15) Deposit will be refunded only if work performed has been approved by the Superintendent.
- 16) Contractor will contact the superintendent within 24 hours of start of construction.
- 17) Contractor will contact the superintendent when job is complete.
- 18) Contractor shall be liable for all attorney's fees and court costs incurred by the City of Vienna in enforcing the terms of this permit or in recovering damages from contractor.

**Locate Requirements:**

In order to reduce the disruption and cost of utility damages occurring in the City's right-of-way and easements, the permit holder shall prevent damages to existing utilities caused by his work through field verification. In the case of open excavation, verification may be performed during the permit holder's work. In the case of directional drilling, verification shall take place prior to mobilization of the drilling equipment. The permit holder shall verify the location of existing utilities as needed to avoid conflict. All existing utilities shall be exposed. Acceptable means of exposing utilities may include, but not be limited to hand digging, soft digging, and pot holing. The excavator shall be held liable for damages caused to the City's infrastructure.

Permittee must submit detailed as-built plans as soon as construction is complete.

Our review does not include locations of other underground utilities other than those owned by the city. There may be other utilities in conflict with the proposed alignment. Also, our review is based on the best available information and is not represented as all-inclusive of City owned utilities or those owned by others. Permittee is responsible for any damage that may occur. Please notify the city as soon as any damage is known so that proper repair can be coordinated.

The proposed utility alignments are tentatively approved pending permittees representatives taking the actions and precautions as listed in this permit.

**Additional Notes:**

1. Contractor shall cover exposed waterlines overnight when the temperature is predicted to be below 32 degrees Fahrenheit.
2. All fiber optic vaults shall be tier 22 class.
3. Contractor shall backfill above and below gas lines with at least 6 inches of sand.
4. No person shall turn any meters "on" or "off" other than authorized city employees, per City Code Section 53.147, Paragraph E.



## MUNICIPALITY POWER OF ATTORNEY

**MUNICIPALITY:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY STATE ZIP:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_

Municipality hereby appoints Satori Enterprises, LLC ("SIAP") which includes AGE as Attorney-In-Fact for purposes herein and authorizes SIAP to execute a Power Supply Agreement ("contract") with the selected electric supply bidder on behalf of the municipality as a member of the Southern Illinois Aggregation Partnership.

The start date for the contract shall coincide with the expiration of the Municipality's current agreement in December 2023 or sooner if a blend & extend agreement is secured.

Municipality authorizes the execution of the contract under the above terms. Further, Municipality represents and warrants through the term of the agreement, as follows: 1) all acts necessary to the valid execution, delivery and performance of the agreement or contract extension, including without limitation, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required; 2) all persons authorized to act on behalf of the Municipality are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with Municipality by-laws or other applicable law; 3) entry into and performance of this agreement are for a proper public purpose; 4) the term of this agreement or contract does not extend beyond any applicable limitation imposed by relevant or applicable law.

### MUNICIPALITY

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please return the signed Southern Illinois Aggregation Partnership Municipality Power of Attorney to:

SIAP  
Attn: Jordan Haarmann  
300 S. Wacker Dr., Suite 800  
Chicago, IL 60606  
FAX: (618)-205-5069  
Email: [jordan.h@agellc.com](mailto:jordan.h@agellc.com)

RESOLUTION NO. 23-01

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ADAM SHOEMAKER FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 212 N. FIRST 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, Adam Shoemaker (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 the Vienna IGA Building which is located within the TIF District which has been proposed 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 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.

Aldersperson	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 ADAM SHOEMAKER FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 212 N. FIRST 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 \_\_\_\_\_, 2023, the Resolution being part of the official records of said City.

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

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**

EXISTING BUILDING REPAIRS & RENOVATIONS

212 N FIRST STREET - SUPER SHOP

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, FRANKLIN COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and ADAM SHOEMAKER DBA SHOEMAKER BUILDING CENTER (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 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 redevelopment projects located at approximately 212 N. First Street in the City of Vienna, Illinois (Johnson County PIN(s): 08-04-301-011) (the "Property") which would cause for repairs, renovations, remodeling, and improvements to be made to an existing commercial building to be used for commercial purposes (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) Exterior renovations including, but not limited to, roof repair, façade repair, parking lot sealing, and parking lot striping.
- c) Interior renovations including, but not limited to, installation of new flooring, new drywall, electrical improvements, ceiling repairs, HVAC repair/replacement, installation of new doors, repair/replacement of windows.
- d) Installation, repair, or replacement of any necessary equipment or machinery.
- e) Any and all other work reasonably required to prepare the property for the proposed uses, including the remediation of any environmental contaminants found to be present.
- f) Any and all necessary site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed in safe and workman-like manner.

The Developer agrees that in order for the Redevelopment Project to be considered complete, the building and property must be ready for occupation, and be in compliance with all relevant building codes, ordinances, or other regulations.

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.** 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 an amount equal to **one-hundred percent (100%)** of the total Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project, **up to a maximum of \$ 18,000.00** (the "Reimbursement Amount"), for exterior façade improvements.

Disbursement of funds will be in the form of a one-time grant payment and will only be eligible for disbursement upon completion of the entire 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 which are related to exterior façade improvements (“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 incurred during the completion of the Redevelopment Project.

**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) The Property and or buildings located thereon are 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 three (3) years of the signing 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 signing 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 signing 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: 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.

**SECTION 16: 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.

[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 Officer/Mayor

**"DEVELOPER"**

**ADAM SHOEMAKER  
DBA SHOEMAKER BUILDING CENTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Shoemaker

RESOLUTION NO. 23-02

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ADAM SHOEMAKER FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 420 COURT 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, Adam Shoemaker (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 the Vienna Theater Building which is located within the TIF District which has been proposed 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 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.

Aldersperson	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 ADAM SHOEMAKER FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 420 COURT 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 \_\_\_\_\_, 2023, the Resolution being part of the official records of said City.

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



**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**  
EXISTING BUILDING REPAIRS & RENOVATIONS  
420 COURT STREET – VIENNA THEATER BUILDING

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, FRANKLIN COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and ADAM SHOEMAKER DBA SHOEMAKER BUILDING CENTER (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 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 redevelopment projects located at approximately 420 Court Street in the City of Vienna, Illinois (Johnson County PIN(s): 08-05-430-001) (the “Property”) which would cause for repairs, renovations, remodeling, and improvements to be made to an existing commercial building to be used for commercial purposes (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) Any and all needed interior renovations, remodeling, repairs, and improvements including bathroom renovations, electrical upgrades, and office remodeling.
- c) Any required plumbing, electrical, and HVAC work which may be necessary to utilize the property for the intended purposes.
- d) Installation, repair, or replacement of any necessary equipment or machinery.
- e) Any and all necessary remediation of environmental contaminants present on the property, 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 and property must be ready for occupation, and be in compliance with all relevant building codes, ordinances, or other regulations.

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.** 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 an amount equal to **twenty-percent (20%)** of the total Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project, **up to a maximum of \$ 8,000.00** (the "Reimbursement Amount").

Disbursement of funds will be in the form of a one-time grant payment and will only be eligible for disbursement upon completion of the entire 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 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 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) The Property and or buildings located thereon are 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 three (3) years of the signing 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 signing 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 signing 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: 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.

**SECTION 16: 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.

[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 Officer/Mayor

**"DEVELOPER"**

**ADAM SHOEMAKER  
DBA SHOEMAKER BUILDING CENTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Shoemaker



# Sales Quotation


Quote Number: 00083342

**Contact Name:** Troy Kerley  
**E-mail:** tkerley@cityofviennail.net  
**Phone:** 618-658-3821

**Date Issued:** 02/08/23  
**Expiration Date:** 03/10/23

**Ship To:** City of Vienna Illinois  
 204 S. 1ST. ST.  
 Vienna, IL 62995  
 United States

**Bill To:** City of Vienna Illinois  
 205 North 4th Street  
 Vienna, IL 62995  
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	109695-00	 Trimble Catalyst DA2 Receiver What is included with Catalyst DA2 Receiver (PN 109695-00) *Trimble Catalyst DA2 GNSS Receiver, *DA2 Standard Accessory Kit (PN 120523), *DA2 USB cable - micro B > Type-C - 30cm (PN 118615), *12 month Hardware Warranty Card, *Quick Start Guide	\$395.00	\$395.00	\$395.00
2.00	128518-00	ANKER PowerCore 5000 Power Bank (5000mAH) Anker PowerCore 5000 Power Bank with 5000mAH capacity.	\$36.00	\$36.00	\$72.00
1.00	109219	Rover Rod, 2M, Black, Trimble Catalyst DA1 - Flat top for threadless mounting A lower cost rod with a flat mounting for the DA1 or DA2 push-fit mount.	\$170.00	\$170.00	\$170.00

**Total Price: \$637.00**

**This is not an invoice:** Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.





# Sales Quotation

Quote Number: 00083350

**Contact Name:** Troy Kerley  
**E-mail:** tkerley@cityofviennail.net  
**Phone:** 618-658-3821

**Date Issued:** 02/09/23  
**Expiration Date:** 03/11/23

**Ship To:** City of Vienna Illinois  
 204 S. 1ST. ST.  
 Vienna, IL 62995  
 United States

**Bill To:** City of Vienna Illinois  
 205 North 4th Street  
 Vienna, IL 62995  
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
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1.00	SEI-JS-FM	SEI-JS-FM ESRI Field Maps Jumpstart	\$995.00	\$995.00	\$995.00
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**\*\*This class is done virtually via Zoom\*\***  
 The training will be recorded and the customer will be sent an email as soon as the download is made available. The customer will then have four weeks to download their copy of the virtual training.

ESRI Field Maps "jump start" is online training, basic setup and orientation. This includes publishing customer's data to AGOL and training on field data collection. (Customer must be an existing ESRI customer and have data in a Geodatabase, if new users or need hourly services please contact [mapsupport@seilerinst.com](mailto:mapsupport@seilerinst.com), for pricing)

- Includes 1 year of Seiler MGIS Tier 1 Priority Support
- Priority E-mail support for one designated contact in your organization
  - Priority response to support cases
  - Access to screen sharing for technical support cases
  - Access to Support Video Library

Maximum Liability. This agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri. Seiler's maximum liability to Customer for any and all claims, losses, expenses, costs or damages, caused by, or arising directly or indirectly under or in connection in any way with its Services or the sale or delivery thereof, however caused, and on any theory of liability (including contract, strict liability, negligence or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer for such Services. TO THE EXTENT PERMITTED BY APPLICABLE MISSOURI LAW, IN NO EVENT WILL SEILER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED INCLUDING SEILER'S OWN NEGLIGENCE, OR ANY LOSS OF SERVICE, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF CAPITAL, LOSS OF REVENUES, LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OF BUSINESS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS TO, AND WAIVES THE RECOVERY OF, THESE ITEMS. SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF



# Sales Quotation

Quote Number: 00083350

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Discount Total: \$0.00

**Total Price: \$995.00**

**This is not an invoice:** Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

### Please Contact Us:

**Name:** Scott Thompson  
**Address:** 3433 Tree Court Ind. Blvd.  
St. Louis  
Missouri, 63122  
United States  
**Phone:**  
**Mobile:** (314) 910-2498  
**E-mail:** sthompson@seilerinst.com

**Terms:**  Net 30 Days  Credit Card  Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

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Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

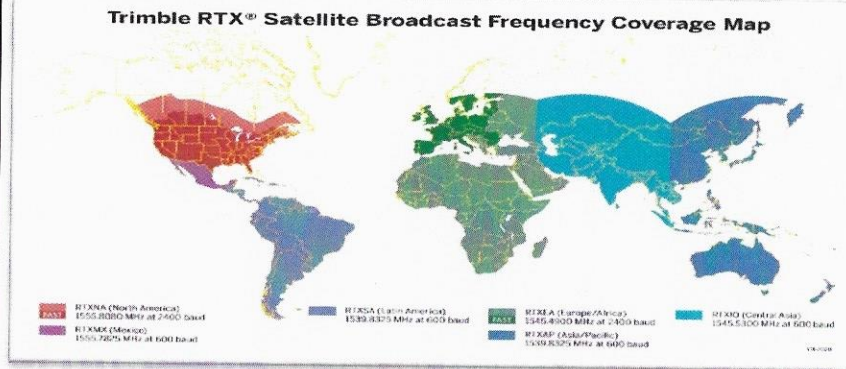
## Trimble Catalyst DA2 Cost Breakdown

Catalyst Precision Subscriptions	Accuracy	Monthly Cost	Yearly Costs	Yearly Cost/Month
		Per Month	12 month plan	12 month plan/12
Catalyst 1	1 cm/ 0.4 inches	\$ 390.00	\$ 3,860.00	\$ 321.00
Catalyst 10	10cm/4 inches	\$ 225.00	\$ 2,205.00	\$ 184.00
Catalyst 30	30cm/1 foot	\$ 135.00	\$ 1,325.00	\$ 110.00
Catalyst 60	60cm/2 feet	\$ 45.00	\$ 445.00	\$ 37.00

Catalyst On Demand 1 cm accuracy		Cost	Per Hour Cost	
Catalyst On Demand 10 hours	1 cm	\$ 115.00	\$ 11.50	* Internet is Required to Initiate the On Demand Clock
Catalyst On Demand 100 hours	1 cm	\$ 920.00	\$ 9.20	
Catalyst On Demand 1000 hours	1 cm	\$ 7,450.00	\$ 7.45	
Catalyst On Demand 10000 hours	1 cm	\$ 52,500.00	\$ 5.25	

### Hardware and Accessory Costs

Catalyst Receiver	\$ 395.00
Range Pole	\$ 170.00
Battery	\$ 36.00
Pouch	\$ 25.00
<b>Total Hardware Costs</b>	<b>\$ 626.00</b>
Catalyst Handle	\$ 160.00



### Benefits

Yearly Subscriptions get 2 months Free
Buy One Month at a Time
Bill Hours to Client with On Demand
Works Anywhere in the World
Android or iOS Compatible
Bluetooth Enabled





# Sales Quotation

Quote Number: 00083342

## Please Contact Us:

**Name:** Scott Thompson  
**Address:** 3433 Tree Court Ind. Blvd.  
St. Louis  
Missouri, 63122  
United States

**Phone:**  
**Mobile:** (314) 910-2498  
**E-mail:** sthompson@seilerinst.com

**Terms:**  Net 30 Days  Credit Card  Financing

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Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

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

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

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

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