

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> St  
April 21, 2021  
6:30 P.M.**

**AGENDA**

1. Mayor Owen Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Penrod\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_ Evans\_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the April 7, 2021 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report (March)

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

Hill\_\_\_\_\_ Penrod\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_ Evans\_\_\_\_\_

4. Opening of Sealed Bids for the Carnegie Library Roof Replacement Project

*2021 MFT 5-7:*

5. Review of Maintenance Estimate for MFT- \$86,043.40

6. Authorization for the City of Vienna to accept Clarida & Ziegler as consulting engineer for the 2021 calendar year to perform MFT

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

Hill \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_ Evans \_\_\_\_\_

7. Authorization and Approval of Resolution 21-01, A Resolution for Maintenance of Street and Highways by the Municipality under the Highway Code for \$90,000.00 of MFT Funds

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

Hill \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_ Evans \_\_\_\_\_

8. Authorization and Approval of Resolution No 20-02, A Resolution Authorizing an Agreement with Monty Kerley d/b/a KF Meats, LLC for Redevelopment of Property Utilizing Tax Increment Financing located at 200 Industrial Drive

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

Hill \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_ Evans \_\_\_\_\_

9. Authorization and Approval of TIF Redevelopment Agreement for Existing Building Renovation between The City of Vienna and KF Meats, LLC, 200 Industrial Drive

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

Hill \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_ Evans \_\_\_\_\_

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

Sherri Ebarb- Discussion of property

Jennifer Jacobsen- Junque Jamboree

11. Authorization and Approval of (General Funds) for the purchase of SCBA equipment for Fire Dept- \$3,750,00

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

Hill \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_ Evans \_\_\_\_\_

12. Installation of stop signs on North 6<sup>th</sup> Street  
-Resolution Report from Chief Miller  
-Council discussion with Attorney Presser

13. Authorization and Approval for the City of Vienna to employ Jared Gurley for part time ball park maintenance

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

Hill\_\_\_\_\_ Penrod\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_ Evans\_\_\_\_\_

14. **City Elected and Appointed Officials:**

- Richard Owen, Mayor- Amphitheater/Restroom Project
- Melissa Presser, City Attorney
- Aleatha Wright, City Clerk- VGS graduation parade 5/20/21 at city park
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council

15. **Adjournment:**

POSTED: 4-19-21

BY: 





Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Vienna

Johnson

21-00000-00-GM

01/01/21

12/31/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Surface & Base Repair	IIA	No	CA - 7	TON	400	\$9.50	\$3,800.00	\$3,800.00
	IIA	No	CA - 6	TON	300	\$9.00	\$2,700.00	\$2,700.00
	IIA	No	Sand	TON	300	\$16.50	\$4,950.00	\$4,950.00
	IIA	No	Cold Patch	TON	300	\$76.00	\$22,800.00	\$22,800.00
	IIA	No	BAM	TON	200	\$42.50	\$8,500.00	\$8,500.00
	III	No	RIP RAP 50#	TON	100	\$15.00	\$1,500.00	\$1,500.00
Snow Removal	IIA	No	Pallet of Salt - Bags	EA	1	\$2,000.00	\$2,000.00	\$2,000.00
Drainage Repairs	IIA	No	Geofabric	EA	1	\$550.00	\$550.00	
	IIA	No	30" Metal Culvert	FT	240	\$46.00	\$11,040.00	\$11,040.00
	IIA	No	24" Metal Culvert	FT	160	\$38.00	\$6,080.00	\$6,080.00
	IIA	No	36" Metal Culvert	FT	60	\$55.00	\$3,300.00	\$3,300.00
	IIA	No	12" Metal Culvert	FT	200	\$17.50	\$3,500.00	\$3,500.00
	IIA	No	18" Metal Culvert	FT	100	\$24.00	\$2,400.00	\$2,400.00
Reseal	IIA		HFE - 150	GAL	3,100	\$2.25	\$6,975.00	\$6,975.00
	IIA		CA - 16	TON	130	\$27.50	\$3,575.00	\$3,575.00
<b>Total Operation Cost</b>								<b>\$83,120.00</b>

Estimate of Maintenance Costs Summary

**Maintenance**

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

Materials/Deliver & Install/Materials Quotations (Bid Items)

Formal Contract (Bid Items)

**Maintenance Total**

MFT Funds	RBI Funds	Other Funds	Estimated Costs
\$83,120.00			\$83,120.00
\$83,120.00			\$83,120.00

Estimated Maintenance Eng Costs Summary

**Maintenance Engineering**

Preliminary Engineering

Engineering Inspection

Material Testing

Advertising

Bridge Inspection Engineering

**Maintenance Engineering Total**

MFT Funds	RBI Funds	Other Funds	Total Est Costs
\$2,923.40			\$2,923.40
\$2,923.40			\$2,923.40

**Total Estimated Maintenance**

\$86,043.40			\$86,043.40
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Remarks

# Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Vienna	Johnson	21-00000-00-GM	01/01/21	12/31/21

## SUBMITTED

Local Public Agency Official	Date

Title
Mayor

County Engineer/Superintendent of Highways	Date

## APPROVED

Regional Engineer Department of Transportation	Date





Local Public Agency

Vienna

County

Johnson

Section Number

21-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

**PRELIMINARY ENGINEERING** shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION** shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

#### SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee  ☒ > \$20,000 Base Fee = \$1,250.00

#### PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%	1%	
IIB	3%	3%	3%	3%	
III	4%	4%	4%	4%	
IV	5%	5%	6%	6%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature

Date

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Title

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BY:

Consulting Engineer Signature

Date

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Title

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P.E. Seal

Date

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**Approved:**

Regional Engineer, IDOT

Date

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Resolution for Maintenance  
Under the Illinois Highway Code



Resolution Number <u>21-01</u>	Resolution Type Original	Section Number 21-00000-00-GM
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BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Vienna Illinois that there is hereby appropriated the sum of  
Name of Local Public Agency  
Ninety Thousand Dollars (\$90,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/21 to 12/31/21  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Vienna  
Local Public Agency Type Name of Local Public Agency  
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Aleatha Wright City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Vienna in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Vienna at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature

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APPROVED

Regional Engineer  
Department of Transportation

Date

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PAMPHLET

RESOLUTION NO. 20-02  
OF CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MONTY KERLEY d/b/a KF  
MEATS, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT  
FINANCING LOCATED AT 200 INDUSTRIAL DRIVE IN THE CITY OF VIENNA, ILLINOIS**



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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MONTY KERLEY d/b/a KF MEATS, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 200 INDUSTRIAL DRIVE 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, Monty Kerley d/b/a KF Meats, 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 which would renovate an existing commercial building on certain property within the TIF District to be used to operate a new business; 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:

Vote Approved by:

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

\_\_\_\_\_  
Richard Owen, 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 \_\_\_\_\_, 2021.

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 MONTY KERLEY d/b/a KF MEATS, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 200 INDUSTRIAL DRIVE 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 \_\_\_\_\_, 2021, the Resolution being part of the official records of said City.

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Aleatha Wright  
City Clerk



TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT  
EXISTING BUILDING RENOVATION – 200 INDUSTRIAL DRIVE  
KF MEATS, LLC

This Redevelopment Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Vienna, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and Monty Kerley, owner, KF Meats, 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 et. seq. (the “TIF Act”), the City of Vienna approved ordinances adopting tax increment financing and the Vienna Tax Increment Financing Plan and Project #1.
- B. The Developer has submitted a redevelopment proposal to the City for a project which could not or would not be undertaken without the use of tax increment financing assistance.
- C. The City Council, after reviewing the redevelopment proposal submitted by the Developer, 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 purposes specified in the Redevelopment Plan.

AGREEMENT

SECTION 1: The Developer agrees, subject to the terms and conditions hereof to undertake a project for the renovation, remodeling, and repair of an existing commercial building which the Developer will use for retail purposes located at 200 Industrial Drive in the City of Vienna, Illinois (Johnson County PIN:08-04-201-008) (the “Redevelopment Project”) which includes, but is not limited to:

- a) All preconstruction site preparation, engineering, planning, surveying, architectural work, and other professional services which may be required.
- b) Electrical and lighting upgrades.
- c) The installation of all necessary equipment required to operate the proposed retail establishment including furnaces and retail equipment.

- d) Interior and exterior structural repairs, remodeling, and renovations including improvements and windows, doors, and restroom facilities.
- e) Installation of new driveway and parking surface (tar & chip)
- f) Any and all demolition, site clean-up, inspections and other work which may reasonably be required to complete the project as proposed.
- g) The Developer agrees to complete this project within 90 days of the execution of this agreement. An extension to this deadline may be granted with written approval from the City.

**SECTION 2:** The City agrees to reimburse the Developer a total of \$ 7,500, or an amount equal to 100 % of the TIF eligible redevelopment project incurred during the completion of the project, whichever is less, 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 is exclusively for TIF eligible costs incurred during the performance of the work, pursuant to Section 11-74.4-3 of the TIF Act and that qualifies under Section 11-74.4-3 (q) as determined by the City in the City's sole discretion.

**SECTION 3:** 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 4:** The Developer shall submit Requests for Payment of Redevelopment Project Costs in substantially the same form as set forth in Exhibit 1. 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 5:** 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 6:** Within 30 days of approval of any Request for Payment, the City shall pay the Developer for such approved Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for Vienna TIF #1.



SECTION 7: Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund for Vienna TIF #1 and 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 amount or obligation identified herein.

SECTION 7: 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 payment granted from the City to the Developer as part of this agreement:

- a) The property is 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.
- c) The building/property is not being used for authorized or otherwise approved purposes.
- d) The property is not being used in conjunction with an operating commercial business for a period of six (6) months or more.

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.

The City reserves the right to pursue recovery of grant payments 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: 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.



IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

"CITY"

CITY OF VIENNA, ILLINOIS

X:\_\_\_\_\_

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

By: Richard Owen, Mayor

"DEVELOPER"

MONTY KERLEY, OWNER, KF MEATS, LLC

X:\_\_\_\_\_

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

By: Monty Kerley