

CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th St
April 17, 2019
6:30 P.M.

AGENDA

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the April 3, 2019 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report

Motion_____ Seconded_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

4. Review of maintenance Estimate for MFT -\$49,318.50
(Ryan Farley, Clarida & Ziegler)

5. Authorization for the City of Vienna to Accept Clarida & Ziegler as Consulting Engineer for the 2019 calendar year to perform MFT

Motion_____ Seconded_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

6. Authorization and Approval of Resolution **19-02**, A Resolution for Maintenance of Street and Highways by the Municipality under the Highway Code for \$53,000.00 of MFT Funds.

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

7. Authorization and Approval of TIF Agreement between Emily Kerley, Milkmaid Creations and the City of Vienna - 408 Court Street

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

8. Authorization and Approval of Resolution **19-03**, A Resolution Authorizing an Agreement with Milkmaid Creations for Improvements of Property Utilizing Tax Increment Financing Located at 408 Court Street in the City of Vienna, IL

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

9. Authorization and Approval of TIF Agreement between Courtside Styling and the City of Vienna -Susan Bench- 408 Court Street

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

10. Authorization and Approval of Resolution **19-04**, A Resolution Authorizing an Agreement with Courtside Styling for Improvements of Property Utilizing Tax Increment Financing Located at 408 Court Street in the City of Vienna, IL

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

11. Review of TIF Application/ Ginger Endrizzi, Vienna Antique Square Mall

12. Consent for Shawnee Professional Services to Apply for Housing Grant on behalf of the City of Vienna

PUBLIC COMMENT/ADDITION TO THE AGENDA

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

- Jon Simmons, Mayor
- Aleatha Wright, City Clerk- Painting of railing in from of Milkmaid Creations/BanterraBank
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council

14. **Adjournment:**

POSTED: 04-15-19

BY: A Wright



Illinois Department of Transportation

Local Public Agency General Maintenance

[Print Form](#)
[Reset Form](#)

Estimate of Maintenance Costs

 Submittal Type **Original**

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

VIENNA

Johnson

19-00000-00-GM

01/01/19

12/31/19

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.		Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. PATCHING	IIA	No	Crusher Run	TON	100	10	1000	
	IIA	No	CA-6/10	TON	400	9	3600	
	IIA	No	CA-7/11	TON	400	11	4400	
	IIA	No	COLD PATCH	TON	200	60	8000	
	IIA	No	R A M	TON	200	45	9000	
	IIA	No	50# RipRap	TON	100	13	1300	27300
2. DRAINAGE	IIA	No	12" CMP	FT	300	12	3600	
	IIA	No	15" CMP	FT	100	14	1400	
	IIA	No	18" CMP	FT	100	18	1800	
	IIA	No	18" HDPP	FT	60	20	1200	
	IIA	No	GEOFABRIC 12 FT	FT	400	1.5	600	8600
3. PAINT	I	No	Paint (Cnsswalks and Ped Bridge)	GAL	50	50	2500	2500
4. RESEAL	IIA	No	Agg. Spread CA-16 (25#/SY)	TON	111	25	2775	
	IIA	No	Bit. Mat'l App HFE-150 (25 GAL /SY)	GAL	2222	2.7	6000	8775
Total Operation Cost								47,175

[Add Row](#)

Estimate of Maintenance Costs Summary

Maintenance

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

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

Formal Contract (Bid Items)

Maintenance Total

MFT Funds	Other Funds	Estimated Costs
47175		47,175
47,175		47,175

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Maintenance Engineering

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

MFT Funds	Other Funds	Total Est Costs
2143.5		2,143.50
2,143.50		2,143.50
Total Estimated Maintenance		49,318.50

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency

VIENNA

County

Johnson

Section

19-00000-00-GM

Maintenance Period

Beginning

01/01/19

Ending

12/31/19

Remarks

2019 MFT Program.

SUBMITTED

Local Public Agency Official

Date

4-17-19

Title

MAYOR

APPROVED

County Engineer/Superintendent of Highways

Date

Regional Engineer

Department of Transportation

Date



Print Form

Reset Form

Local Public Agency

VIENNA

County

Johnson

Section Number

19-00000-00-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 14221 or BLR 14231), 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 1250 ☐ > \$20,000 Base Fee = \$1,250.00

PLUS

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	1
IIB	3%	3	3%	3	3
III	4%	4	4%	4	4
IV	5%	5	6%	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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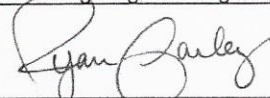
Title

MAYOR

BY:

Consulting Engineer Signature

Date

	4-17-19
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Title

CONSULTING ENGINEER

P.E. Seal

Date

--	--

Approved:

Regional Engineer, IDOT

Date

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**Illinois Department
of Transportation**

**Resolution for Maintenance
Under the Illinois Highway Code**

Print Form

Reset Form

Resolution Number

19-02

Resolution Type

Original

Section Number

19-00000-00-GM

Council

of the

City

Governing Body Type

Local Public Agency Type

VIENNA

Illinois that there is hereby appropriated the sum of

Name of Local Public Agency

FIFTY THREE THOUSAND AND ZERO CENTS

53000

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/19

to

12/31/19

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

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

City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

VIENNA

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

VIENNA

at a meeting held on 04/17/19

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17TH day of APRIL, 2019

Day

Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
MILKMAID CREATIONS & ANTIQUES – ROOF & FAÇADE REPAIR
CITY OF VIENNA, ILLINOIS

This Redevelopment Agreement is entered into on this ____ day of _____, 2019, by and between the City of Vienna, an Illinois Municipal Corporation (hereinafter referred to as "City"), and Emily Kerley, owner, Milkmaid Creations & Antiques, LLC (hereinafter known as "Developer").

WHEREAS, on May 7, 2008, in accordance with the TIF Act, the City of Vienna approved ordinances adopting tax increment financing and the Vienna Tax Increment Financing Plan and Project #1; and

WHEREAS, 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 incentives; and

WHEREAS, 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 public purposes specified in the Redevelopment Plan.

NOW, THEREFORE, it is agreed between the City and the developer as follows:

SECTION 1: The Developer agrees, subject to the terms and conditions hereof to undertake a Redevelopment Project located at 406 Court Street, Vienna, IL (Johnson County PIN 80-05-430-008) which includes, but is not limited to;

- a) The repair and improvement of approximately 2,676 sq. ft. of roofing, including sealing and the application of reinforced coating.
- b) Repair of exterior façade and wall damage and deterioration
- c) The Developer agrees to begin the project within 30 days of the execution of this agreement, and complete the project within 60 days of the execution of this agreement. Extensions to these deadlines may be granted with written request made to the City.

SECTION 2: The City agrees to reimburse the Developer an amount equal to **\$3,500**, in the form of a one-time grant payment from the TIF #1 special allocation fund, payable upon completion of the project as verified by the City, in the City's sole discretion, for TIF eligible

costs incurred during the performance of the work outlined in Section 1 of this agreement, 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 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 4: The City shall approve or disapprove any Requests for Payment within 45 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: Within 15 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. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$3,500 in payments from the Special Allocation Fund (iii) the Developer receives payment of an amount equal to 100% of the total eligible redevelopment project costs incurred during the performance of the Redevelopment Project from the Special Allocation Fund;

SECTION 6: 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 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: In the event the Developer defaults on the obligations or the building becomes vacant of a commercial business for a period of six (6) months or more within two (2) years from the signing of this Agreement, the Developer shall return to the Village a sum of 100% of the total payment granted from the Village to the Developer. If a default or vacancy occurs within two (2) years to four (4) years of the signing of this Agreement, the Developer will return 75% to the Village. If a default or vacancy occurs between four (4) years and six (6) years from the signing of this Agreement, the Developer will return

50% to the Village.

SECTION 8: 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

Jon Simmons, Mayor

Date:_____

"DEVELOPER"

MILKMAID CREATIONS & ANTIQUES, LLC

By: Emily Kerley, Owner

Date:_____

EXHIBIT 1

REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS

Request for Payment of Redevelopment Project Costs

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

You are hereby requested and directed as per the Redevelopment Agreement Between _____ (the "Developer") and the City of Vienna (the "City") to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

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

Total: _____

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

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

1. Each item listed within this request is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project, with **proof of payment (receipts/invoices/check copies) attached to this request.**
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.

Dated this _____ day of _____, 20____

Sign:_____

By:_____

Title:_____

Approved for Payment:

CITY OF VIENNA, ILLINOIS

By:_____

Title:_____

RESOLUTION NO. 19-03

RESOLUTION AUTHORIZING AN AGREEMENT WITH MILKMAID CREATIONS & ANTIQUES, LLC FOR IMPROVEMENT OF CERTAIN PROPERTY UTILIZING TAX INCREMENT FINANCING

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

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

WHEREAS, Emily Kerley, owner, Milkmaid Creations & Antiques, 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 repair and improve the roof and exterior walls of a commercial business on certain property within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and rehabilitation 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

Jon A. Simmons, 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 _____, 2019.

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 MILKMAID CREATIONS & ANTIQUES, LLC FOR IMPROVEMENT OF CERTAIN PROPERTY UTILIZING TAX INCREMENT FINANCING", 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 _____, 2019, the Resolution being part of the official records of said City.

Aleatha Wright
City Clerk

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
COURTSIDE STYLING ROOF REPAIR
CITY OF VIENNA, ILLINOIS

This Redevelopment Agreement is entered into on this ____ day of _____, 2019, by and between the City of Vienna, an Illinois Municipal Corporation (hereinafter referred to as "City"), and Susan Bench, owner, Courtside Styling (hereinafter known as "Developer").

WHEREAS, on May 7, 2008, in accordance with the TIF Act, the City of Vienna approved ordinances adopting tax increment financing and the Vienna Tax Increment Financing Plan and Project #1; and

WHEREAS, 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 incentives; and

WHEREAS, 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 public purposes specified in the Redevelopment Plan.

NOW, THEREFORE, it is agreed between the City and the developer as follows:

SECTION 1: The Developer agrees, subject to the terms and conditions hereof to undertake a Redevelopment Project located at 408 Court Street, Vienna, IL (Johnson County PIN 06-05-430-007) which includes, but is not limited to;

- a) The repair and improvement of the roof of the existing commercial building located at 408 Court Street, which is the location of Courtside Styling.
- b) The Developer agrees to begin the project within 30 days of the execution of this agreement, and complete the project within 60 days of the execution of this agreement. Extensions to these deadlines may be granted with written request made to the City.

SECTION 2: The City agrees to reimburse the Developer an amount equal to **fifty-percent (50%)** of the TIF eligible redevelopment project costs, or a total of **\$1,240.00**, whichever is less, in the form of a one-time grant payment, payable upon completion of the project as verified by the City, in the City's sole discretion, for TIF eligible costs incurred during the performance of the work outlined in Section 1 of this agreement, 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 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 4: The City shall approve or disapprove any Requests for Payment within 45 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: Within 15 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. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$1,240.00 in payments from the Special Allocation Fund (iii) the Developer receives payment of an amount equal to 50% of the total eligible redevelopment project costs incurred during the performance of the Redevelopment Project from the Special Allocation Fund;

SECTION 6: 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 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: In the event the Developer defaults on the obligations or the building becomes vacant of a commercial business for a period of six (6) months or more within two (2) years from the signing of this Agreement, the Developer shall return to the Village a sum of 100% of the total payment granted from the Village to the Developer. If a default or vacancy occurs within two (2) years to four (4) years of the signing of this Agreement, the Developer will return 75% to the Village. If a default or vacancy occurs between four (4) years and six (6) years from the signing of this Agreement, the Developer will return 50% to the Village.

SECTION 8: 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

Jon Simmons, Mayor

Date:_____

"DEVELOPER"

COURTSIDE STYLING

_____ Date:_____

By: Susan Bench, Owner

EXHIBIT 1

REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS

Request for Payment of Redevelopment Project Costs

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

You are hereby requested and directed as per the Redevelopment Agreement Between _____ (the "Developer") and the City of Vienna (the "City") to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

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

Total: _____

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

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

1. Each item listed within this request is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project, with **proof of payment (receipts/invoices/check copies) attached to this request.**
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.

Dated this _____ day of _____, 20____

Sign: _____

By: _____

Title: _____

Approved for Payment:

CITY OF VIENNA, ILLINOIS

By: _____

Title: _____

RESOLUTION NO. 19-04

**RESOLUTION AUTHORIZING AN AGREEMENT WITH COURTSIDE STYLINGS FOR
IMPROVEMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT
408 COURT STREET IN THE CITY OF VIENNA, ILLINOIS**

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

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

WHEREAS, Susan Bench, owner, Courtside Stylings (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 repair and improve parking area, concrete infrastructure, and other exterior features of a commercial business on certain property within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and rehabilitation 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

Jon A. Simmons, 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 _____, 2019.

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 COURTSIDE STYLINGS FOR IMPROVEMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 408 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 _____, 2019, the Resolution being part of the official records of said City.

Aleatha Wright
City Clerk

Memo

Review
only

To: City of Vienna
From: Moran Economic Development
CC:
Date: April 4, 2019
Re: TIF Application Review – Vienna Town Square Mall

The following Project Proposal has been submitted to the City requesting TIF Funds. We have reviewed the application for TIF assistance and offer the following overview of the project and its economic impact in regard to potential TIF funding:

Proposed Project: Roof and exterior wall repairs

Applicant/Contact Person: Ginger Endrizzi, Owner, Vienna Town Square Mall Antiques & More

Project Address: 114 N. 4th Street, Vienna, IL
PIN: 08-05-431-007 (Vienna TIF #1)

Project Description: The existing building has been incurring leaks and water damage over the past several years and although temporary fixes have been attempted, it has been damaged to the point where there is an immediate need to make permanent repairs and improvements to the roof and an exterior wall of the building. Without these repairs, the applicant is afraid that the building could fall into a state of disrepair and could also lead to damage to adjacent buildings and businesses.

Without the provision of financial assistance, the applicant has stated that the cost of the improvements would make proper repairs unfeasible. The applicant is requesting the consideration for the provision of TIF assistance so that permanent long term repairs can be made.

One of the goals of the TIF Redevelopment Plan is to support existing business owners who invest in the improvement of these buildings and properties, with the goal to increase their ability to serve customers and promote and support additional commerce within the community. The proposed project and anticipated work to be performed is in line with these goals.

Employment Opportunities Impact

This project is not anticipated to create any additional employment opportunities.

MORAN

ECONOMIC DEVELOPMENT

Estimated Impact on Sales Tax Revenues

Without these repairs, it is likely that the venue will lose vendors, and could see a decrease in sales. The owner hopes that by making these repairs, she can retain vendors and potentially increase the level of sales which occur. The City's share of taxable sales is 1%. (\$1 per \$100 taxable)

Estimated Project Costs

Vienna Town Square Mall Antiques & More CONSTRUCTION COST ESTIMATES

Description	Estimated Cost
Exterior Façade & Wall Repair	\$13,640
Roof Repair	\$6,870
TOTAL Project Cost	\$20,510

Estimated TIF Eligible Costs

Of the above estimated costs, approximately all \$20,510 of the anticipated costs to be incurred could qualify as TIF Eligible under the Illinois TIF Act. This does not represent the recommended funding to be provided; only the costs that may be legally eligible to be funded using TIF monies. Actual costs incurred would need to be reviewed for eligibility to verify and confirm conformance with the TIF Act.

Estimated Impact on Property Tax Liability

Although this project represents necessary and significant repairs to an existing building, the type of work to be performed and resulting improvements made are unlikely to create additional tax liability or increment TIF Revenues for the City. This is desirable for the applicant, as they should not expect any significant increase in their annual property tax payment, however it does mean that any TIF revenues used in support of this project should not be expected to be recovered. (Actual tax liability changes are dependent upon value of improvements as determined by the County Assessor).

Opinion on the Provision of TIF Assistance

Should the City wish to provide TIF funding to support this project, it recommended that it does so in the following forms:

Option 1: Provision of a one-time grant payment upon completion of the project for reimbursement of certain costs incurred by the Developer.

Recommendation for consideration:

A one-time grant in the amount equal to **50%** of the TIF Eligible costs incurred by the applicant during the performance of the work required to complete the project, up to a maximum limit of **\$10,000**. This payment should only be payable upon completion of the project, and verification of costs incurred.

MORAN

ECONOMIC DEVELOPMENT

NOTE

The provision of TIF assistance is at the complete discretion of the Village, and this document is simply meant to serve as an overview of the project and evaluation of the application for assistance submitted by the Developer, as well as expression of our opinion, based on our professional experience, of an assistance strategy which the Village could consider utilizing in regard to TIF funds. Any actions taken should be in accordance with the desires of the Village, and in accordance with all provisions of the TIF Act.

Any actual payment is subject to terms of an executed Redevelopment Agreement between the Village and the Developer. Any reimbursement may not exceed the total Eligible Redevelopment Project costs verified to have been incurred in conjunction with the project.