

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL**

**June 7, 2017
6:30 P.M.**

AGENDA

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

3. Omnibus Consent Agenda

- Approval of the May, 17 2017 City Council Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report, April 2017

Motion_____Seconded_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

NEW BUSINESS

4. Authorization and Approval to purchase solar powered school zone sign
Estimated cost \$1,935.00, Traffic Safety Warehouse.

Motion_____Seconded_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

5. Authorization and Approval of Court Street Cafe Redevelopment Agreement with the
City of Vienna

Motion_____Seconded_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

6. Authorization and Approval of Resolution No. 17-07, A Resolution for Court Street Cafe for Redevelopment of Certain Property Located In The City of Vienna, Illinois.

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

7. Authorization and Approval for following TIF Recommendations:

- Marshall Enterprise Rental Group, LLC
- Facade Program, Emily Kerley
- Facade Program, Joseph & Marie Kerr Emery

8. Authorization and Approval of Ordinance 17-05, An Ordinance to set a date for a Public Hearing for the City of Vienna Tax Increment Financing II Redevelopment Plan and Project

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

9. Authorization and Approval of Resolution No. 17-08, A Resolution Authorizing the City of Vienna to Obtain Financing for Infrastructure Upgrades

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

PUBLIC COMMENT/ADDITION TO THE AGENDA

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

- Jon Simmons, Mayor
- Aleatha Wright, City Clerk- Approval & Consent from council for amount to be paid for lead shooter services Saturday, July 1st Fireworks Event
 - FY Audit 6/12, Local Union 773 Audit 6/20
 - Consumer Confidence Report (CCR)
- Shane Racey, City Superintendent
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief

- Josh Stratemeyer, City Attorney
- Michelle Meyers, Treasurer
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council - Austin Tuey-Tornado Siren Info

11. Adjournment:

Motion_____ **Seconded**_____

Hill_____ Riddle_____ Myrick_____ Owen_____ Racey_____ Tuey_____

POSTED: 6-5-17 AWright

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Solar Powered 30" School Zone Sign LED Fluorescent



Additional Images to View



Detailed Description

Flashing School Zone Crossing Sign Our Illuminated Flashing School Zone Crossing sign (S1-1) conforms to the specifications of the Federal Administration (FHWA) set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Using our innovative LED technology, the system emulates awareness of the sign increases because the LEDs are flashed.

- MUTCD section 2A.07 compliant.
- MUTCD S1-1
- Type XI reflective sheeting provides outstanding reflective brightness, day or night.
- Eight 1 1/4" White LED Lights. LEDs extend the visibility of the sign under all weather conditions.
- Highway grade .080 aluminum construction provides resistance to corrosion.
- Stainless steel security fasteners and Tufnut mounting hardware included to keep the sign secure.
- Signs are weatherproof to prevent outside elements from entering the internal casing.
- Fast, easy installation, low maintenance.
- Power Type AC, Solar
- Options 24/7 Flash, Deluxe Push Button On, Push Button On, Timer - ATC, Timer - Deluxe School, Wireless Communication
- Size 30", 36" and 48"

Available Options - Please call to inquire

- Standard Timer - ATC, 7DT-2CH: Timer suited for timing applications needing a daily or weekly schedule. Allows multiple times of day to be set for sign to run. Example- the sign timed to turn on at 8:00am-10:00am and again at 8:00pm-10:00pm 7 days a week.
- Deluxe School Zone Timer - Eltec, TC-18: Timer allows multiple times of day to be set for the sign to run. It also can be programmed to have specific days that the sign will not turn on. Example- weekends, holidays, institutes days, summer break.

Recently Viewed Items

Solar Powered 30" School Zone Sign LED Fluorescent - Available at Traffic Safety Warehouse. [Sign up](#) to get more information on special offers product and other [traffic safety products and equipment](#).

Item Number: 30SSZSGM

★★★★★ Be the first to review this item

Unit Price: \$1,525.00

+ \$410.00 DELUXE TIMER

Quantity

ADD TO CART

\$1935 ENCH

2 SIGNS - \$3870

+ \$3.00 HANDLING FEE

TOTAL \$3873.00

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**COURT STREET CAFE – FTL LLC d/b/a COURT STREET CAFE
REDEVELOPMENT AGREEMENT**

This redevelopment agreement (hereinafter referred to as "Agreement") is made and entered into as of _____, 2017, by and between the City of Vienna, Illinois, an Illinois municipal corporation (the "City"), and FTL LLC d/b/a Court Street Cafe (the "Developer").

RECITALS

- A. 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.
- 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 incentives.
- C. The City Council, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, 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.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee(s)" will be a fee incurred annually 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 **10%** of the total annual Developer's Share Eligible Redevelopment Project Costs submitted by the Developer and approved by the City for reimbursement during each year, **not to exceed \$500.00**. Administration Fees are to be paid to the City annually, prior to any reimbursement payments from the City to the Developer, for the life of this Agreement. This fee may be deducted from the Developer's Share.

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second

business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“City”: The City of Vienna, Johnson County, Illinois, a statutory City of Johnson County, and a political subdivision of the State of Illinois.

“City Council”: The City Council of the City of Vienna, Illinois.

“Commencement Date” means the commencement of payments by the City; that date in no event to be earlier than the date of the completion of the Work as verified by the City in the City’s sole discretion.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Developer”: FTL LLC d/b/a Court Street Cafe

“Developer’s Portion of the Redevelopment Project”: The redevelopment of property for use by Developer. Redevelopment including the renovation and improvement of the property located at approximately 410 Court Street, Vienna, IL for commercial uses; including but not limited to: renovation of the existing structure for the location of a new cafe, and other work required to support such a development; all to be used for activities in accordance with the Redevelopment Plan.

“Developer’s Share”: Means, on or after the Commencement Date, the City reimburses the developer **\$5,000, or a total of all Eligible Redevelopment Project Costs, whichever is less, in the form of a one-time grant payment.** This grant is payable upon completion of all Work for the project, but not before sufficient Eligible Redevelopment Project Costs incurred by the Developer in the performance of the Work have been verified by the City. Monies are to be paid from the Special Allocation Fund, Vienna Tax Increment Financing Project Area #1. The Developer’s Share is subject to the deduction of an Administration Fee.

“Eligible Redevelopment Projects Costs”: Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) as determined by the City, in the City’s sole discretion.

“Property”: That property to be used by Developer as more generally defined as approximately 410 Court Street, Vienna, Illinois 62995 and described more fully in **Appendix A – Legal Description.**

“Redevelopment Area”: A certain area of the City of Vienna known as the “Vienna Tax Increment Financing Area #1”.

"Redevelopment Plan": A plan entitled "Vienna Tax Increment Financing Redevelopment Plan #1" approved on May 7, 2008, and as from time to time amended.

"Redevelopment Project": Those activities described as the Redevelopment Project in the Redevelopment Plan and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Redevelopment Proposal": The description of the intended scope and scale of the project as described by the Developer in the submitted application for tax increment financing assistance, as well as any and all accompanying site plans, drawings, or other descriptions of the intended project.

"Special Allocation Fund": The Special Allocation Fund, Vienna Tax Increment Financing Project Area #1.

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq.

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Vienna Tax Increment Financing Project Area #1) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of Johnson, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Work": All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1.a. below, including but not limited to; the renovation and improvement of the property located at approximately 410 Court Street, Vienna, IL for commercial uses; including but not limited to: renovation of the existing

structure for the location of a new cafe, and other work required to support such a development; all to be used for activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) The redevelopment of property for commercial business uses. Redevelopment including the renovation and improvement of the property located at approximately 410 Court Street, Vienna, IL including but not limited to: renovation of the existing structure for the location of a new cafe, and other work required to support such a development; all to be used for activities in accordance with the Redevelopment Plan.
- b) The Developer agrees to begin the Project within sixty (60) days of the execution of this agreement and complete the project within one-hundred twenty (120) days of the execution of this agreement. An extension to these deadlines may be granted with the written approval of the City.

2.2 City Undertaking. The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection: The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals

4.1 Changes During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

5. Payment of Redevelopment Project Costs

5.1 Requests for Payment of Redevelopment Project Costs The Developer shall submit Requests for Payment of Redevelopment Project Costs ("Requests") in substantially the same form as set forth in **Exhibit 1 - Request for Payment of Redevelopment Project Costs**. All Requests 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. The Developer must also show proof that all Real Estate Property Taxes attributable to the Property are paid in full and to date and that all sales tax owed to the City of Vienna paid in full.

5.2 City's Determination of Payment of Redevelopment Project Costs The City shall approve or disapprove any Request 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.

5.3 Payment of Redevelopment Project Costs Within 15 days of approval of any Request, the City shall pay the Developer for such approved Redevelopment Project Costs after deducting the Administration Fee from the Developer's Share and 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 \$5,000.00 in payments from the Special Allocation Fund or a total of all Eligible Redevelopment Project Costs, whichever is less; (iii) the payment time period described in the "Developer's Share" expires; (iv) the date the Vienna Tax Increment Financing Area #1 expires.

In the event the Developer defaults on the obligations and/or the building becomes vacant within 5 years from the signing of this Agreement, the Developer shall return to the City a sum of 20% of the total amount of increment granted from the City to the Developer for every year of the first five years of this Agreement in which obligations are not met. 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.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) as determined by the City. The Developer shall, at the City's request, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 City's Obligations Limited to Special Allocation Fund 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, to a maximum of \$5,000.00 should the Work be completed. 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.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

1) In the case of the Developer, to:

FTL LLC d/b/a Court Street Café
c/o Kelin Field

410 Court Street
Vienna, Illinois 62995

- (ii) In the case of the City, to:
The Honorable Jon Simmons
Vienna City Hall
205 North 4th Street
Vienna, Illinois, 62995

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work.

(b) The City and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property Work due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.

(c) 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 governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorneys fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Plan or Redevelopment Proposal or their approval, (2) this Agreement, the City's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, attorney's fees, and costs and the City may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the City to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the City.

11. Nondiscrimination In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City The City represents and warrants that:

(a) Organization and Authority The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City.

13. Representations of the Developer The Developer represents and warrants that:

(a) Organization and Authority The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of

counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Inspection The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
15. Choice of Law This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
16. Entire Agreement; Amendment 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.
17. Entire Agreement; Voiding The City shall retain the right to void this Agreement at any of the following moments: (i) the Developer receives a cumulative total of \$5,000.00, or a total of the Eligible Redevelopment Project Costs, whichever is less, in payments from the Sub account; (ii) the date the Vienna Tax Increment Financing Area #1 expires; (iii) the City determines that the obligations for work outlined in section 2.1 have not been met within the indicated time frame and no extensions have been granted.
18. Prevailing Wage The Developer agrees that any work performed by or for the Developer under this Agreement shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.
19. Severability 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.

20. Assignment The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the City. The City shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.

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

(SEAL)

Mayor
The Honorable Jon Simmons

Attest:

City Clerk

"DEVELOPER"

FTL LLC d/b/a Court Street Cafe

By:_____

Date:

APPENDIX A

LEGAL DESCRIPTION

Address: 410 Court Street, Vienna, IL

***Parcel ID(s):** 08-05-430-005

EXHIBIT 1

REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS

TO: The Honorable Jon Simmons
City of Vienna
205 North 4th Street
Vienna, Illinois, 62995

You are hereby requested and directed as per the Redevelopment Agreement dated as of _____, 20__, between you and (the "Developer"), to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

<u>Payee</u>	<u>Amount</u>
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Description of Redevelopment Costs

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 dated as of _____, 20__, 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 above 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.
8. All Administration Fees have been paid in full.

Dated this ____ day of _____, 20____

FTL LLC d/b/a Court Street Cafe

By: _____

Title(s) _____

Approved for Payment:

CITY OF VIENNA, ILLINOIS

By: _____

Title: _____

RESOLUTION NO. _____

**RESOLUTION TO FTL LLC d/b/a COURT STREET CAFE FOR REDEVELOPMENT OF
CERTAIN PROPERTY LOCATED IN THE CITY OF VIENNA, ILLINOIS**

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

WHEREAS, FTL LLC d/b/a Court Street Cafe ("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 the improvement and repair of an existing commercial building; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for redevelopment and improvements 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 redevelopment 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.

Dated this _____ day of _____, 2017

Passed by the City Council of the City of Vienna, Illinois on the _____ day of _____, 2017 on the following roll call vote:

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

Vote Recorded by:

Aleatha Wright, City Clerk

Memo

To: City of Vienna
From: Moran Economic Development
CC:
Date: June 2, 2017
Re: TIF Application Review – Marshall Enterprise Rental Group, LLC

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

Project: Marshall Enterprise Rental Group, LLC building renovation and façade improvement project

Developer/Contact Person: Harry and Robbie Marshall, Owners of Marshall Enterprise Rental Group, LLC

Approximate Project Address: 97 Red Bud Lane, Vienna, IL

PIN: 08-04-201-018

Project Description: Marshall Enterprise Rental Group, LLC has purchased the former Jumbo Char-n-Grill building, located at 97 Red Bud Lane, with the intention of improving and renovating the property so that Marshall Tactical Outfitters can expand its retail business and lease the remodeled restaurant portion of the building for the creation of a country-style family restaurant.

Marshall Tactical Outfitter's retail store has been in business for more than four and a half years at its current location. The Developer intends to use 2,800 sf of the 6,000 sf building for its new retail space, which will include a 600-800 sf training room for firearms instruction and a 400 sf storage space. Improvements to this portion of the building include, but are not limited to, replacing carpet with epoxy shield paint and remodeling the interior for the creation of separate showroom, training room, and storage spaces.

The 3,200 sf restaurant portion of the building also needs remodeling before it can be leased for operation. Improvements to this portion of the building include, but are not limited to, replacement of interior walls, remodeling the bathrooms and kitchen area, painting, and façade improvements.

Lastly, the Developer also plans to undertake improvements to the 30,000 sf parking lot. The lot is in need of pothole repairs and resurfacing. In addition, the Developer plans to install high mast lights to the parking lot to improve visibility.

It is the goal of the City of Vienna to encourage new development and support businesses that relocate within City limits. In fact, one of the main goals of the TIF program is to recruit & support commerce in the area so that the City can continue to prosper economically and grow tax revenues. The redevelopment of this commercial property is in line with these goals. It should be noted that 10-12 jobs were lost with the closing of Jumbo Char-n-Grill, along with approximately \$800,000- \$900,000 in gross annual receipts. This project could bring back additional job opportunities and revenues to the City.

Employment

The Developer expects that 4 full-time and 12 part-time positions will be created after the completion of this project, with compensation ranging from minimum wage to \$12/ hour. The types of jobs that could be created are cooks, dishwashers, waitress, and management positions for the restaurant and sales representatives and cashiers in the gun shop.

Sales Tax

The Developer estimates that the restaurant portion of the project will have \$900,000 in taxable sales annually. In addition, the gun shop portion of the project will have approximately \$625,000 in annual taxable sales, up from its current annual taxable sales of \$467,900.

Marshall Enterprise Rental Group, LLC

PROJECT COST ESTIMATES

Description	Estimated Cost
Demolition	\$2,000
Flooring in Gun Shop	\$2,500
Lighting in Parking Lot	\$1,800
Renovation of Existing Structure (Gun Shop)	\$2,500
Renovation of Restrooms	\$2,000
Repair & Resurfacing of Parking Lot	\$4,500
Renovation of Existing Structure (Restaurant)	\$4,700
TOTAL Costs	\$20,000

Approximately \$20,000 of the total cost could qualify as TIF Eligible under the Illinois TIF Act. This does not reflect the recommended assistance level or funding awarded. Please see "recommendation" for suggested assistance.

Incremental Property Taxes

Projections as to the effect of the improvements on property tax liability show that if the new improvements add approximately \$5,000 to the EAV, it would generate incremental property tax revenues of approximately \$500+ annually. **See Exhibit A-Projections**

Recommendation

Unfortunately this type of renovation project is not likely to cause a large increase in tax revenue for the City. Therefore, it will not generate much into the TIF fund for the City to both retain and reimburse the Developer.

The recommendation for funding would be that the City reimburse the Developer:

A) a One-Time grant payment of \$2,500, or a total of the TIF eligible costs, whichever is less, payable upon completion of the project.

OR

B) 60% of the incremental increase for up to 10 years, with the total reimbursed amount not to exceed \$5,000, or a total of the TIF eligible costs, whichever is less.

OR

C) 60% of the incremental increase for up to 10 years, with the total reimbursed amount not to exceed \$5,000, AND provide the Developer with a One-Time grant of \$2,500.

These recommendations are based on the investment in the property and additional property tax revenue, as well as the creation of jobs and additional sales tax revenue. The City's involvement in the improvements is also good public relations to new businesses within the community and perhaps this support will stimulate additional redevelopment in Vienna. Any recommendation is subject to terms of an executed Redevelopment Agreement between the City and the Developers.

NOTE on Payment

The City will REIMBURSE for TIF Eligible costs only. The Developer must show proof of all work completed. **Based on the recommendations presented above, the City will reimburse a maximum of \$2,500/ \$5,000/ \$7,500 (depending on incentive decision), or a total of all eligible costs, whichever is less. However, the grant amount awarded is at the discretion of the Council and should be based on the perceived merits of the project and level of need by the Developer.**

MEMO

To: City of Vienna

From: Moran Economic Development

Date: June 2, 2017

Re: Façade Improvement Program – Emily Kerley

The following Developer has submitted an application requesting assistance through the City's Façade Improvement Program in accordance with the City's TIF Redevelopment Project Area.

The application has been reviewed and evaluated to ensure compliance with program requirements and intents, and our opinion for assistance to be awarded for the project is outlined below.

1. Emily Kerley

Address for building which grant is sought: 406 Court St.

Project Description: This project is comprised of the replacement of the storefront's six windows.

Estimated TIF Eligible Project Costs: \$2,615

Recommended Grant Award Subject to Improvement: \$1,300

This project is in compliance with the requirements of the façade improvement program and may be awarded monies out of the TIF Fund upon verification of completion of the projects. The project's completeness will be determined by the City in the City's sole discretion. All improvements must be made in compliance with City ordinances and policies, and not substantially deviate from the proposed work.

As always, if you have any questions or comments, please don't hesitate to call or email. Thanks in advance.

Keith Moran



keith@morandevelopment.com
618-307-9100

MEMO

To: City of Vienna

From: Moran Economic Development

Date: June 2, 2017

Re: Façade Improvement Program – Joseph & Marie Kerr Emery

The following Developer has submitted an application requesting assistance through the City's Façade Improvement Program in accordance with the City's TIF Redevelopment Project Area.

The application has been reviewed and evaluated to ensure compliance with program requirements and intents, and our opinion for assistance to be awarded for the project is outlined below.

1. Joseph & Marie Kerr Emery – j & m gallery and studio

Address for building which grant is sought: 206 W Vine St.

Project Description: This project is comprised of improvements to the building at 206 W Vine Street for the creation of j & m gallery and studio. Improvements to the building include: Brick Cleaning, Tuck Pointing, Painting, Wall Façade Repair and Treatment, Original Architectural Features repair or replacement, Exterior Doors, Windows and Window Frames, Shutters and Awnings, Signage Repair or Replacement, Streetscape Elements, Landscaping

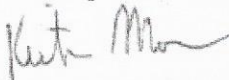
Estimated TIF Eligible Project Costs: \$5,000+

Recommended Grant Award Subject to Improvement: \$2,500

This project is in compliance with the requirements of the façade improvement program and may be awarded monies out of the TIF Fund upon verification of completion of the projects. The project's completeness will be determined by the City in the City's sole discretion. All improvements must be made in compliance with City ordinances and policies, and not substantially deviate from the proposed work.

As always, if you have any questions or comments, please don't hesitate to call or email. Thanks in advance.

Keith Moran



keith@morandevelopment.com
618-307-9100

ORDINANCE NO. 17-05

**AN ORDINANCE TO SET DATE FOR A PUBLIC HEARING
FOR THE CITY OF VIENNA TAX INCREMENT FINANCING II
REDEVELOPMENT PLAN AND PROJECT**

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4.1 et seq.), as supplemented and amended (the “**Act**”), authorizes any municipality within the State of Illinois to designate a “redevelopment project area” with respect to any area which is not less in the aggregate than 1½ acres and in respect to which such municipality has made a finding that there exist conditions which cause such area to be classified as an “industrial park conservation area” or a “blighted area” or a “conservation area”, or a combination of both “blighted areas” and “conservation areas”, as all such quoted terms are defined in the Act; and

WHEREAS, the City of Vienna, Johnson County, Illinois (the “**Municipality**”) is a “municipality” within the meaning of the Act; and

WHEREAS, the Mayor and City Council (the “**Corporate Authorities**”) of the Municipality have determined that it is advisable for the Municipality to afford itself of the provisions of the Act and to undertake preliminary proceedings related to a proposed redevelopment plan entitled “Vienna TIF II”, dated May 17, 2017, prepared for the Municipality by Moran Economic Development, LLC, Edwardsville, Illinois, a copy of which was placed on file with the City Clerk of the Municipality on May 18, 2017, and is now before the meeting of the Corporate Authorities at which this Ordinance is adopted (the “**Redevelopment Plan**”), including certain proposed redevelopment projects identified therein to further the objectives of the Act (the “**Redevelopment Projects**”) for such areas as are more particularly described in Exhibit A of this Ordinance below in connection with the adoption of tax increment allocation financing therefor, all as provided in the Act; and

WHEREAS, the Act requires the Municipality to conduct a public hearing prior to the adoption of an ordinance or ordinances approving the proposed Redevelopment Plan and Redevelopment Projects, establishing the proposed Redevelopment Project Area and adopting the proposed tax increment allocation financing therefor, at which public hearing any interested person or any affected taxing district may file written objections with the City Clerk of the Municipality and may be heard orally with respect to the proposed approval of the proposed Redevelopment Plan and Redevelopment Projects, the proposed establishment of the Redevelopment Project Area and the proposed adoption of tax increment allocation financing therefor; and

WHEREAS, the Act requires that certain notices of the availability of the proposed Redevelopment Plan and of such public hearing be given by publication and by mailing; and

WHEREAS, the Act further requires that the Municipality convene a joint review board consisting of a representative designated by each community college district, local elementary school district and high school district, park district, library district, township, fire protection district, and county that will have the authority to directly levy taxes on the property within the proposed Redevelopment Project Area at the time the Redevelopment Project Area is to be approved, including a representative designated by the Municipality and a public member, for the purpose of reviewing the public record, planning documents and proposed ordinances approving the Redevelopment Plan and Redevelopment Projects proposed to be adopted by the Municipality.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS, as follows:

Section 1. Findings. The Corporate Authorities hereby find, determine and declare as follows:

A. that the matters hereinabove set forth in the preambles and recitals to this Ordinance are true, correct and complete and are hereby incorporated herein by this reference thereto;

B. that the proposed approval of the Redevelopment Plan and Redevelopment Projects, establishment of the Redevelopment Project Area and adoption of tax increment allocation financing therefor are necessary and proper public purposes in order to promote and protect the health, safety, morals and welfare of the public and thereby eradicate blighted conditions, institute conservation measures, undertake the redevelopment of the proposed Redevelopment Project Area, remove and alleviate adverse conditions and encourage private investment and enhance the tax base of the various taxing districts; and

C. that the Redevelopment Project Area, as proposed and identified in Exhibit A of this Ordinance below, meets the requirements of a "redevelopment project area" as defined in the Act, except for the subsequent approval and certification thereof by an ordinance or ordinances adopted by the Corporate Authorities of the Municipality under and pursuant to the Act.

Section 2. Proposed Establishment of Redevelopment Project Area. The boundaries of the proposed Redevelopment Project Area shall be substantially as more particularly described in the attached Boundary Description (Exhibit A).

Section 3. Public Hearing. Under and pursuant to the requirements of the Act, the Corporate Authorities of the Municipality shall hold a public hearing on the proposed Redevelopment Plan and Redevelopment Projects, Redevelopment Project Area and adoption of tax increment allocation financing therefor. The time, date and place of such public hearing is hereby fixed to be at **6:00 p.m. on Wednesday, August 2nd, 2017**, at the City Hall, 205 N 4th St, Vienna, Illinois.

Section 4. Notices of Public Hearing. The appropriate officers, employees and agents of the Municipality are hereby ordered and directed to give or cause to be given notice of such public hearing by publication at least twice and by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Redevelopment Project Area, to all taxing districts that have taxable property included within the proposed Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity ("**DCEO**"), each such notice to include such information and be given at such times and in such manner as may be specified under and pursuant to the applicable provisions of the Act.

Section 5. Public Inspection of Eligibility Study and Proposed Redevelopment Plan. The proposed Redevelopment Plan was placed on file with the City Clerk on May 18, 2017, and such document has been and shall continue to be made available for public inspection since at least ten (10) days prior to the adoption of this Ordinance. The appropriate officers, employees and agents of the Municipality are hereby ordered and directed to: (i) publish notice in a newspaper of general circulation within the Municipality that interested persons may register with the Municipality in order to receive information on the proposed designation of the Redevelopment Project Area and the proposed approval of the proposed Redevelopment Plan; (ii) send by certified

mail within a reasonable time after the adoption of this Ordinance a copy of the proposed Redevelopment Plan, along with the name of the person to contact for further information, to each affected taxing district and DCEO; and (iii) give or cause to be given notice of the availability of the proposed Redevelopment Plan, including how to obtain this information, by mail within a reasonable time after the adoption of this Ordinance to all residential addresses that, after a good faith effort, are determined to be located within 750 feet of the boundaries of the proposed Redevelopment Project Area.

Section 6. Joint Review Board. A joint review board as specified in the Act shall be convened by the Municipality and such joint review board shall meet, review the public record, planning documents and proposed ordinances approving the Redevelopment Plan and Redevelopment Projects and submit any recommendation or report on the proposed approval of the Redevelopment Plan and Redevelopment Projects, establishment of the Redevelopment Project Area and adoption of tax increment allocation financing therefor within thirty (30) days after the convening of such joint review board. The first meeting of such joint review board shall be held at least 14 but not more than 28 days after the mailing of notice by the Municipality to each of the taxing districts as specified under and pursuant to the Act at the City Hall, 205 N 4th St, Vienna, Illinois. The Mayor of the Municipality, or his designee, shall be the representative of the Municipality on such joint review board.

Section 7. Effective Date. This Ordinance shall become effective upon its passage and approval as required by law.

This ordinance is hereby passed by the affirmative vote of a majority of the members of the Corporate Authorities of the City of Vienna, Illinois, at a regular meeting of the Corporate Authorities on the 7th day of June, 2017, upon a roll call vote as follows:

"Ayes" _____

"Nays" _____

"Absent" _____

PASSED this ____ day of _____, 2017.

City Clerk

APPROVED this ____ day of _____, 2017.

Mayor

Exhibit A
Boundary Description

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, AND PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE S00°57'49"W 1341.86 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE N89°20'49"W 1350.92 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE S00°53'20"W 239.53 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 TO A POINT; THENCE N88°57'01"W 778.26 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 24; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) CALLS: THENCE N51°34'54"W 1416.11 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING N48°51'18"W 635.16 FEET, A RADIUS OF 6675.50 FEET, AND AN ARC LENGTH OF 635.40 FEET TO A POINT; THENCE N36°30'46"W 196.05 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING N38°35'13"W 1360.31 FEET, A RADIUS OF 6645.50 FEET, AND AN ARC LENGTH OF 1362.70 FEET TO A POINT; THENCE N57°17'15"E 40.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING N31°58'37"W 169.56 FEET, A RADIUS OF 6605.50 FEET, AND AN ARC LENGTH OF 169.56 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING N30°19'26"W 211.58 FEET, A RADIUS OF 6605.50 FEET, AND AN ARC LENGTH OF 211.59 FEET TO A POINT; THENCE N08°26'59"E 567.85 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 146; THENCE N11°06'08"E 295.11 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 146; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIFTEEN (15) CALLS: THENCE S80°29'29"E 621.02 FEET TO A POINT; THENCE S64°55'51"E 93.19 FEET TO A POINT; THENCE S80°29'29"E 238.51 FEET TO A POINT; THENCE N09°30'31"E 10.00 FEET TO A POINT; THENCE S80°29'29"E 565.76 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING S80°14'37"E 50.76 FEET, A RADIUS OF 5869.58 FEET, AND AN ARC LENGTH OF 50.76 FEET TO A POINT; THENCE S67°58'49"E 100.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING S78°42'35"E 66.98 FEET, A RADIUS OF 5849.58 FEET, AND AN ARC LENGTH OF 66.98 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING S77°14'26"E 233.04 FEET, A RADIUS OF 5849.58 FEET, AND AN ARC LENGTH OF 233.06 FEET TO A POINT; THENCE S67°24'59"E 144.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING S74°04'04"E 128.64 FEET, A RADIUS OF 5829.58 FEET, AND AN ARC LENGTH OF 128.64 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH CHORD BEARING S71°15'49"E 441.85 FEET, A RADIUS OF 5829.58 FEET, AND AN ARC LENGTH OF 441.96 FEET TO A POINT; THENCE S69°05'30"E 136.76 FEET TO A POINT; THENCE S20°54'30"W 65.00 FEET TO A POINT; THENCE S69°05'33"E 331.14 FEET TO A POINT; THENCE S00°52'10"W 704.57 FEET TO A POINT; AT THE SOUTHWEST CORNER OF THE ST. PAULS ROMAN CATHOLIC CHURCH OF VIENNA PROPERTY (BOOK 166, PAGE 91); THENCE ALONG SAID ST. PAULS ROMAN CATHOLIC CHURCH OF VIENNA PROPERTY THE FOLLOWING TWO (2) CALLS: THENCE S89°01'58"E 382.15 FEET TO A POINT; THENCE N00°52'54"E 584.46 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 146; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CALLS: THENCE ALONG A CURVE TO THE LEFT WITH CHORD BEARING S76°03'27"E 336.48 FEET, A RADIUS OF 4739.65 FEET, AND AN ARC LENGTH OF 336.55 FEET TO A POINT; THENCE S78°05'30"E 1034.86 FEET TO A POINT IN THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°19'33"W 909.48 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING.

SAID PARCEL BEING SUBJECT TO THE RIGHT-OF-WAY OF STATE ROUTE 146 AND ALL OTHER RIGHTS-OF-WAY AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF JOHNSON, STATE OF ILLINOIS.

RESOLUTION No. 17- 08

**A RESOLUTION AUTHORIZING THE CITY OF VIENNA
TO OBTAIN FINANCING FOR INFRASTRUCTURE UPGRADES**

A. WHEREAS, there is currently a private redevelopment plan for certain real estate within the City of Vienna which seeks to develop the real estate in a manner which will encourage the property to be used for business purposes.

B. FURHTER WHEREAS, the City Council of the City of Vienna believes that redevelopment of the real estate is in the best interest of the City of Vienna.

C. FURTHER WHEREAS, in order to facilitate the redevelopment of the real estate it is necessary for the City of Vienna to provide on-site infrastructure upgrades including but not limited to the extension of a 4 inch sanitary force main and lift station.

D. FURTHER WHEREAS, it is necessary for the City of Vienna to borrow the funds required to construct the infrastructure upgrades that are necessary for the redevelopment of the real estate.

E. FURTHER WHEREAS, 65 ILCS 5/8-1-3.1 authorizes the corporate authorities to borrow money from any bank or other financial institution provided such money shall be repaid within 10 years from the time the money is borrowed and also provides that the mayor of the municipality shall execute the promissory note or similar debt instrument to evidence the indebtedness incurred by the borrowing.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of Vienna as follows:

SECTION ONE: That the Mayor and the City Council of the City of Vienna do hereby authorize the City of Vienna to borrow funds, as empowered by Illinois Statute 65 ILCS 5/8-1-3.1, from Banterra Bank as financing for the extension of a 4 inch sanitary force main and lift station.

SECTION TWO: That the Mayor and City Council of the City of Vienna hereby authorize the City of Vienna to borrow a sum of not more than One Hundred Fifty Thousand Dollars (\$150,000) for a term not to exceed ten (10) years.

SECTION THREE: That the Mayor and the City Council authorize the City of Vienna to borrow said sum at a rate of interest not to exceed 5.00% per annum.

SECTION FOUR: The Mayor and City Clerk are hereby authorized and empowered to take all action necessary and appropriate in the execution of all written instruments as may be required in regards to the execution of a promissory note and other lending documents. Furthermore, the Mayor and City Clerk are hereby authorized and directed to do all things necessary and essential to carry out and give effect to the purpose and intent of this resolution.

SECTION FIVE: That this Resolution shall be effective upon passage, approval and publication as provided by the Illinois Municipal Code.

Passed this 7th day of June, 2017 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

Jon Simmons, Mayor

ATTEST:

City Clerk, Aleatha Wright