

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> St  
June 16, 2021  
6:30 P.M.**

**AGENDA**

1. Mayor Penrod Calls Meeting to Order.

2. Roll Call:

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

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the June 2, 2021 Meeting Minutes
- Approval of the Warrant

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

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

4. Authorization and Approval of Resolution 21-03, A Resolution Authorizing an Agreement with C&K Auto Sales, LLC for Redevelopment of Property Utilizing Tax Increment financing located at 1004 West Vine Street in the City of Vienna, IL.

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

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

5. Authorization and Approval of Tax Increment Financing Redevelopment Agreement Property Acquisition and New Construction for Business Expansion 1004 West Vine Street, C&K Equipment & Auto Sales, LLC

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

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

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

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

- Steve Penrod, Mayor- Rt 146/Relocation of raw waterline
- Melissa Presser, City Attorney
- Aleatha Wright, City Clerk-MPS Printer Program through Konica Minolta (consent from council)
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council-Alderman Tuey-Jon Simmons memorial bench project

8. **Adjournment:**

POSTED: 6-14-21

BY: *AWright*

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH C & K EQUIPMENT AND AUTO SALES, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 1004 W VINE STREET IN THE CITY OF VIENNA, ILLINOIS**

WHEREAS, the City of Vienna, Illinois, (the "City") desires to redevelop and improve existing property within the established Vienna Tax Increment Financing Redevelopment Project Area #1 (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 et. seq. et. seq. Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project (the "TIF Plan") for the City of Vienna's TIF #1 District; and,

WHEREAS, C & K Equipment and Auto Sales, LLC (the "Developer"), has submitted a proposal requesting consideration by the City Council of the City of Vienna for the use of TIF Funds to support a redevelopment project for the acquisition and new construction on certain property within the TIF District to be used to expand the operations of C & K Equipment and Auto Sales; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Vienna finds that it is in the best interest of the City of Vienna to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and development of certain property, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF VIENNA, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The duly appointed Corporate Authority is hereby authorized to enter into a Redevelopment Agreement using Tax Increment Financing with Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

**SECTION 3.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

Vote Recorded by:

Vote Approved by:

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

\_\_\_\_\_  
Mayor

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Council of the City of Vienna, Johnson County, Illinois in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF ILLINOIS        }  
SS                                }  
COUNTY OF JOHNSON        }

I, Aleatha Wright, do hereby certify that I am the City Clerk of the City of Vienna, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING AN AGREEMENT WITH C & K EQUIPMENT AND AUTO SALES, LLC FOR REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 1004 W VINE 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 \_\_\_\_\_, 2021, the Resolution being part of the official records of said City.

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

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT  
PROPERTY ACQUISITION AND NEW CONSTRUCTION FOR BUSINESS EXPANSION  
1004 W VINE STREET - C & K EQUIPMENT AND AUTO SALES, LLC

This Redevelopment Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Vienna, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and C & K Equipment and Auto Sales, LLC (hereinafter known as the “Developer”).

RECITALS

- A. On May 7, 2008, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq. (the “TIF Act”), the City of Vienna approved ordinances adopting tax increment financing and the Vienna Tax Increment Financing Plan and Project #1.
- B. The Developer has submitted a redevelopment proposal to the City for a project which could not or would not be undertaken without the use of tax increment financing assistance.
- C. The City Council, after reviewing the redevelopment proposal submitted by the Developer, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the purposes specified in the Redevelopment Plan.

AGREEMENT

SECTION 1: The Developer agrees, subject to the terms and conditions hereof to undertake a project for the acquisition of property and new construction of warehousing and service buildings which the Developer will use to expand business operations located at approximately 1004 W Vine Street in the City of Vienna, Illinois (Johnson County PINs: 08-05-401-004, 08-05-401-009, 08-05-401-001, 08-05-401-002, 08-05-401-012) (the “Redevelopment Project”) which includes, but is not limited to:

- a) Acquisition of target properties.
- b) All preconstruction site preparation, engineering, planning, surveying, architectural work, and other professional services which may be required.
- c) Construction of steel building #1 – 50’ x 75’ in size; new service shop for technicians.

- d) Construction of steel building #2 – 25' x 75' in size; new inventory warehousing.
- e) Any and all demolition, site clean-up, inspections and other work which may reasonably be required to complete the project as proposed.
- f) The Developer agrees to complete this project within 180 days of the execution of this agreement. An extension to this deadline may be granted with written approval from the City.

SECTION 2: The City agrees to reimburse the Developer a total of \$ \$25,000, or an amount equal to 100 % of the TIF eligible redevelopment project costs incurred during the completion of the project, whichever is less, in the form of a one-time grant payment, payable upon completion of the entire project as verified by the City, in the City's sole discretion. Payment is exclusively for TIF eligible costs incurred during the performance of the work, pursuant to Section 11-74.4-3 of the TIF Act and that qualifies under Section 11-74.4-3 (q) as determined by the City in the City's sole discretion.

SECTION 3: The Developer agrees that all payment(s) received from the City may be subject to the deduction of an "Administration Fee" for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. Administration Fees will be calculated as an amount equal to 10% of any payment made to the Developer from the City pursuant to this agreement, **not to exceed a total of \$500.00.** The City may waive this fee at their discretion.

SECTION 4: The Developer shall submit Requests for Payment of Redevelopment Project Costs in substantially the same form as set forth in Exhibit 1. All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested.

SECTION 5: The City shall approve or disapprove any Requests for Payment within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

SECTION 6: Within 30 days of approval of any Request for Payment, the City shall pay the Developer for such approved Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for Vienna TIF #1.

SECTION 7: Notwithstanding any other term or provision of this Agreement, the City's

obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund for Vienna TIF #1 and from no other source. This Agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

SECTION 7: The Developer agrees that if any of the following events occur within five (5) years after the execution of this agreement, the Developer may be considered to be in Default of the agreement, and the City will have the right to recover from the Developer certain portions of the total payment granted from the City to the Developer as part of this agreement:

- a) The property is determined to be unfit for occupation or otherwise unusable for public or private purposes.
- b) The property is sold or ownership is transferred without written consent from the City.
- c) The building/property is not being used for authorized or otherwise approved purposes.
- d) The property is not being used in conjunction with an operating commercial business for a period of six (6) months or more.

If a default occurs within one (1) year of the signing of this Agreement, the Developer will return 100% to the City. If a default occurs between one (1) year and two (2) years from the signing of this Agreement, the Developer will return 80% to the City. If a default occurs between two (2) years and three (3) years from the signing of this Agreement, the Developer will return 60% to the City. If a default occurs between three (3) years and four (4) years from the signing of this Agreement, the Developer will return 40% to the City. If a default occurs between four (4) years and five (5) years from the signing of this Agreement, the Developer will return 20% to the City.

The City reserves the right to pursue recovery of grant payments at their own discretion. Request for repayment will be required to be made in writing to the Developer, and is not automatically triggered by the above mentioned events.

SECTION 9: The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing, and have not relied upon legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.



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

"CITY"

CITY OF VIENNA, ILLINOIS

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

By: Mayor

"DEVELOPER"

C & K EQUIPMENT AND AUTO SALES, LLC

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

By: Chris Bent