

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
March 19, 2025
6:30 P.M.
AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the March 5, 2025 Meeting Minutes
- Approval of the Warrant
- April Treasurer's Report

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

4. Jennifer Jacobsen, Vienna Town Square Mall
-Junque Jamboree event details -April 26
-Approval of fall event date- Sept 20, 2025

5. TIF Application Review/Recommendation- S.I. Auto & Tire LLC
Chris Bent- 99 Redbud Drive

6. Authorization and Approval of Resolution 25-02, A Resolution Authorizing an Agreement with S.I. Auto & Tire, LLC for Redevelopment of Property Utilizing Tax Increment Financing Located at Redbud Drive in the City of Vienna, IL

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

7. Authorization and Approval of TIF Redevelopment Agreement between the City of Vienna, IL and S.I. Auto & Tire, LLC, 99 Redbud Drive

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

8. Authorization and Approval of Flock Safety System quote for Vienna PD
Includes software, cameras/poles, 3-yr subscription
Year one cost- \$26,050.00 (General Funds)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

9. Authorization and Approval of quote for Lexis Nexis-Accurint Virtual Crime Center software subscription 3 yr contract.
Year 1- \$6,400.00 (General Funds)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

10. Authorization and Approval to close out the city's safety deposit box and Banterra Bank

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

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

12. **ELECTED/APPOINTED OFFICIALS**

- Aleatha Wright, City Clerk
- Justin Hartline, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor
-

13. **Adjournment:**

POSTED: 03-17-25 BY: Aleatha Wright



MEMO

TO: City of Vienna, Illinois
FROM: Moran Economic Development
CC:
DATE: March 14, 2025
RE: Application for TIF Assistance Review – S.I. Auto & Tire LLC

The following Project Proposal has been submitted to the City requesting consideration for the provision of TIF Funds. We have reviewed the applicant's proposal and have outlined key project features and economic impacts below:

| | |
|----------------------------------|--|
| Applicant: | Chris Bent, S.I. Auto & Tire, LLC |
| Project: | Site Development and Construction of new Commercial Building |
| Project Location: | 99 Red Bud Drive, Vienna, IL 62995 |
| Johnson County PIN(s): | 08-04-201-015 |
| TIF District: | Vienna TIF #1 |
| Est. Total Start Up Cost: | \$521,300 |
| Requested Assistance: | 100% of TIF Eligible Costs |

Project Overview/Description:

Chris Bent of S.I. Auto & Tire LLC has proposed developing the site located at approximately 99 Red Bud Drive where they will construct a new building to operate his business from.

S.I. Auto & Tire LLC has established a strong customer base at its current location but now requires an expansion to a more strategic site. The new facility, positioned as the first auto repair center off the interstate, will allow for greater service capacity, efficiency, and revenue growth.

The new facility will include:

- Four-bay garage
- Quick Lube facility
- Office and showroom space
- Storage for tires, tools, and parts

The applicant is requesting TIF assistance in the amount of 100% of the total TIF Eligible site and building development costs, which is estimated at approximately \$41,900 (approximately 8% of total project costs).

Project Costs & Component Eligibility Estimates

Eligible Redevelopment Project Costs are those costs incurred by the Developer during the performance of the work required for the project which are legally reimbursable using special allocation funds collected pursuant to the Illinois TIF Act. Any financial assistance provided utilizing Special Allocation Funds may not exceed the total eligible costs verified to have been incurred. Actual costs incurred will be reviewed to confirm eligibility prior to the disbursement of any agreed upon reimbursement payments. *The legal eligibility of these costs does not guarantee the provision of any level of funding.*

| Work Item Description | Estimated Total Cost | Estimated TIF Eligible Cost |
|---|-----------------------------|------------------------------------|
| Legal | \$2,600 | \$2,600 |
| Stationery | \$1,200 | \$0 |
| Advertising | \$2,000 | \$0 |
| Existing Equipment, Tools, Lifts, Inventory | \$64,000 | \$0 |
| Phone | \$800 | \$0 |
| Insurance | \$1,900 | \$0 |
| Building and Land | \$290,000 | \$0 |
| Utilities | \$5,000 | \$5,000 |
| Computers | \$7,000 | \$0 |
| Programs | \$6,000 | \$0 |
| Inventory | \$50,000 | \$0 |
| Uniforms | \$3,500 | \$0 |
| Shelving | \$5,300 | \$0 |
| Site Work/Parking Lot/Surveying | \$31,000 | \$34,300 |
| Alignment Machine | \$51,000 | \$0 |
| Total All Components | \$521,300 | \$41,900 |

Project Location



Opinion on the Provision of TIF Assistance

The Redevelopment Plan for the TIF District includes goals and objectives aimed at recruiting new businesses and supporting the redevelopment of blighted and economically underutilized properties. This project is in line with those goals. If the City desires to utilize Tax Increment Financing to support this project, the project does include TIF eligible project costs which the City could consider providing reimbursement for.

This City may utilize its discretion to consider the use of its Special Allocation Funds (TIF Funds) for any eligible portion of any proposed project. It is not required to provide the requested amount, and there are no guarantees or entitlements to TIF funding for any certain project. Based on the merits of the project, and its desirability to be performed, the City may choose to financially participate in the project at their own discretion.

Suggested Financial Assistance Options for Consideration:

A) One-Time Grant Payment: TBD at the discretion of the City.

The City could consider providing the applicant with a one-time grant payment for reimbursement for certain costs incurred during the completion of the project. Due to the uncertain total investment being made, it is recommended that funding is considered on a percentage basis.

Example 1: A one-time grant in an amount equal to 100% of the TIF Eligible Costs Incurred, not to exceed \$41,900.

Example 2: A one-time grant in an amount equal to 50% of the TIF Eligible Costs Incurred, not to exceed \$20,950.

Example 3: A one-time grant in an amount equal to 100% of the site work, planning, and surveying costs, not to exceed \$34,300.

Example 4: Any other amount at the discretion of the City.

Any actual payment is subject to terms of an executed Redevelopment Agreement between the City and the Developer. Any reimbursement may not exceed the total Eligible Redevelopment Project costs verified to have been incurred in conjunction with the project. Any approved financial assistance will only be eligible for disbursement upon completion of the entire project, verification of the costs incurred, inspection of the work, and approval for payment by the City Council.

The provision of financial assistance is at the complete discretion of the City, 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 City could consider utilizing in regard to TIF funds. Any actions taken should be in accordance with the desires of the City, and in accordance with all provisions of the TIF Act.

**RESOLUTION NO.
25-02**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH S.I AUTO & TIRE, LLC FOR
REDEVELOPMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED
AT RED BUD DRIVE IN THE CITY OF VIENNA, ILLINOIS**

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

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

WHEREAS, S.I. Auto & Tire, 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 development and construction of a new commercial building for use by the Developer; and,

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

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

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

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

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

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

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

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

Passed by the City Council of the City of Vienna, Illinois on the _____ day of

_____, 20____ on the following roll call vote:

| NAME | AYE | NAY | ABSTAIN | ABSENT |
|------|-----|-----|---------|--------|
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Steve Penrod,
MAYOR

ATTEST:

Aleatha Wright,
CITY CLERK

{SEAL}

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 _____, 2025.

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

S.I AUTO & TIRE, LLC

RED BUD DRIVE REDEVELOPMENT PROJECT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this _____ day of _____, 2025, by and between the CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and S.I AUTO & TIRE, LLC, an Illinois Limited Liability Company (hereinafter known as the "Developer").

RECITALS

- A. On May 7, 2007, in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the "TIF Act"), the City Council of the City (the "Corporate Authorities") approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area #1 (also known as the "TIF District" or "TIF #1") and adopting the Vienna TIF Redevelopment Plan and Project #1 (the "Redevelopment Plan" or "TIF Plan"), as may be supplemented and amended from time to time.
- B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for redevelopment and improvement of certain property located within the TIF District which could not or would not be undertaken without the provision of TIF assistance from the City.
- C. The Corporate Authorities, after reviewing the redevelopment proposal submitted by the Developer and considering the benefits and impacts it will have on the City, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the purposes specified in the Redevelopment Plan.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s). The Developer agrees, subject to the terms and conditions hereof, to undertake a project which will cause for the construction and development of a new commercial building to be used for commercial purposes by the Developer (the "Redevelopment Project"), on certain "Property", as shall be defined and identified by the following address(s) and PIN(s), including any subdivisions and/or combinations thereof:

| Johnson County PIN: | Approximate Site Address: |
|----------------------------|------------------------------------|
| 08-04-201-015 | 99 Red Bud Drive, Vienna, IL 62995 |

As also depicted and described in Appendix A – Project Location

The Redevelopment Project includes, but is not limited to:

- a) All preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) The construction of a new commercial building on the Property in accordance with any submitted site and development plans as provided by the Developer and approved by the City.
- c) Any and all other work to the building and Property to complete the project as proposed and be suitable for the proposed or expected uses and in accordance with all federal, state, and local regulations of such a facility or uses.
- d) Any and all other improvements, site clean-up, inspections, permitting, and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have the Redevelopment Project substantially completed by **September 1, 2025** (the “Project Completion Deadline”). An extension to this deadline may be granted with written approval from the City, of which will not be unreasonably withheld.

The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, all listed components must be complete, the building(s) and property must be ready for occupation, performance of the proposed services or activities, and be in compliance with all relevant building codes, ordinances, or other regulations.

The Developer agrees that all work and construction phases will be performed in accordance with all federal, state, and local laws, codes, ordinances, regulations, and other relevant policies which may pertain to the performance of the proposed project.

SECTION 2: Reimbursement of Eligible Costs. Should the Developer comply with all the obligations in Section 1 and elsewhere in this Agreement in all material respects, the City agrees to reimburse the Developer for certain Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project as may be allowable in accordance with the TIF Act.

“Eligible Redevelopment Project Costs” shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City’s sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

| PROJECT COST ESTIMATES | | | TIF |
|------------------------------------|----------------------|-------------------------|-----|
| Work Item Description | Estimated Total Cost | Estimated Eligible Cost | |
| Legal | \$2,600 | \$2,600 | |
| Stationery | \$1,200 | \$0 | |
| Advertising | \$2,000 | \$0 | |
| Equipment, Tools, Lifts, Inventory | \$64,000 | \$0 | |
| Phone | \$800 | \$0 | |
| Insurance | \$1,900 | \$0 | |
| Building and Land | \$290,000 | \$0 | |
| Utilities | \$5,000 | \$5,000 | |
| Computers | \$7,000 | \$0 | |
| Programs | \$6,000 | \$0 | |
| Inventory | \$50,000 | \$0 | |
| Uniforms | \$3,500 | \$0 | |
| Shelving | \$5,300 | \$0 | |
| Site Work/Parking Lot/Surveying | \$31,000 | \$34,300 | |
| Alignment Machine | \$51,000 | \$0 | |
| Total All Components | \$521,300 | \$41,900 | |

SECTION 3: Structure of Incentives and Developer Reimbursement Payments.

Should the Developer comply with all the obligations in Section 1 and of this Agreement in all material aspects, The City agrees to reimburse the Developer for portions of certain costs incurred during the performance of the Redevelopment Project ("Incentive Payments").

In accordance with this agreement, the City agrees to cause for Incentive Payments to be provided to the Developer in the following forms:

(A) One-Time Cost Reimbursement Grant Payment

Pursuant to this agreement, the City agrees to reimburse the Developer in an amount equal to _____% of the total Eligible Redevelopment Project Costs which are incurred during the performance of the Redevelopment Project, as determined and verified by the City, in the City's sole discretion (the "Reimbursement Amount"), up to a maximum amount of \$_____ (the "Reimbursement Limit").

SECTION 4: Requests for Payment. The Developer agrees to submit Requests for Payment of the Reimbursement Amount in substantially the same form as set forth in Exhibit 1 ("Requests for Payment"). All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment

thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. It is the sole responsibility of the Developer to submit any and all Requests for Payment at the time it believes all obligations of the Developer have been completed and payment may be eligible for disbursement in accordance with the terms of this Agreement. The Developer shall have up to thirty (30) following the Project Completion Deadline to submit Requests for Payment. In the event that the Developer fails to submit such a request within this time period, the City will have the right to immediately void this Agreement, and all Incentive Payments owed to the Developer pursuant to this agreement shall be forfeit.

SECTION 5: Approval of Requests. The City shall approve or deny any Requests for Payment within thirty (30) days of the submittal thereof. If the City denies 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: Disbursement of Payment. Disbursement of payment in accordance with this Agreement will be in the form of a one-time, lump sum grant payment, and will only be eligible for disbursement after the following requirements have been met:

- 1) Completion of the entire Redevelopment Project.
- 2) Occupation of the property and commencement of business operations.
- 3) Submission of proper Requests for Payment, and verification of costs incurred.

All as verified and approved by the City, in the City's sole discretion.

Within 30 days of approval of any Request for Payment, the City shall pay the Developer for such approved Eligible Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District.

SECTION 7: Payment Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District 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 payment or obligation identified herein. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

SECTION 8: Administration Fees. The Developer agrees that all payment(s) received from the City may be subject to the deduction of an "Administration Fee" for the creation and administration of this Redevelopment Agreement and all matters related to the context of

this Agreement. Administration Fees will be calculated as an amount equal to **10%** of any payment made to the Developer from the City pursuant to this agreement. **The City may waive this fee at their discretion.**

SECTION 9: Default and Remedies The Developer agrees that if any of the following events occur within five (5) years after the disbursement of any payment from the City pursuant to this agreement (the "Effective Date"), the Developer shall be considered to be in default of the Agreement, and the City will have the right to recover from the Developer the total granted from the City to the Developer as part of this Agreement:

- a) Failure to complete the Redevelopment Project within the required timeframe.
- b) The Property or building(s) located thereon is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes, and is not restored in a timely manner. Restoration shall be considered "timely" if it is both commenced within 60 following the event rendering the building unusable for public or private purposes and completed within nine months thereof. For good cause shown by the Developer, the City may extend the time for completion of restoration.
- c) The building(s)/property becomes vacant, abandoned, or is not being used for commercial or any other allowable or otherwise approved purpose as authorized by the City, and continues as such for a period of at least ninety (90) days.
- d) The Property is sold, or ownership is transferred without the prior written approval of the City.
- e) The Developer is found to have not maintained proper insurance as may be required by any federal, state, or local regulations or requirements.
- f) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- g) The Property becomes exempt from the payment of property taxes, or the Developer, or any representative thereof protests or appeals the assessed value of the property.
- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof that at any time are not paid in full at the time they become due.

Upon the occurrence of a Default by Developer, the City shall notify Developer of such Default in writing and afford Developer sixty (60) days to cure or to make reasonable efforts to cure such Default for those Default that cannot be totally cured within sixty (60) days. In the event Developer fails to cure the Default within sixty (60) days or fails to commence to cure the Default within sixty (60) days or having commenced to cure Default

ceases such efforts before the Default is cured, City may pursue a claim against Developer and the individual member(s) or manager(s) of Developer for recovery of all Incentive Payments made to Developer

If any of the foregoing defaults occur within five (5) years from the Effective Date, and such default is not timely cured, the Developer will return to the City the amount equal to 100% of any Incentive Payments provided pursuant to this agreement.

Upon the occurrence of a default or a breach which results in either party to undertaking any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement ~~or~~ in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

SECTION 10: Liability of the Developer. It is expressly agreed that the signatory(s) of this Agreement, on behalf of the Developer and member(s) and manager(s) of Developer, shall be personally liable for all payments or obligations for payment to the City which have resulted from default or breach of this Agreement.

SECTION 11: Liability of the City. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

SECTION 12: City Not Liable for Damages. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 11 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

SECTION 13: Hold Harmless of the City. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

SECTION 14: Provision Enforceability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

SECTION 15: Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City. Any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

SECTION 16: No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

SECTION 17: Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Developer to proceed with construction of the Redevelopment Project or any portion

thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; pandemic or epidemic; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer or the City in bad faith, shall not act to delay any payment obligation under this Agreement, and further provided that the party seeking an extension notifies the other party.

SECTION 18: Entire Agreement and Amendments. The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing and have not relied upon legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and that no other such 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.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

"CITY"

CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS

(SEAL)

By: _____ Date: _____
Steven Penrod, Mayor

"DEVELOPER"

S.I. AUTO & TIRE, LLC

By: _____ Date: _____

Name: _____

Title: _____

**APPENDIX A
PROJECT LOCATION**

| | |
|---------------------|--------------------------------|
| Johnson County PIN: | 08-04-201-015 |
| Site Address: | ROSEBUD RD VIENNA, IL 62995 |
| Legal Description: | PT SE NE QTR (1.027 AC) |

Project Location Map:



EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

REQUEST FOR REIMBURSEMENT PAYMENT FORM

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

You are hereby requested and directed to make payment from the TIF #1 Special Allocation Fund for reimbursement of Eligible Redevelopment Project Costs incurred pursuant to the following Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Date of Request: _____ Request #: _____

Amount Requested: \$ _____

For reimbursement of the following Redevelopment Project Costs:

| <u>Vendor</u> | <u>Description of Work Performed</u> | <u>Amount</u> |
|---------------|--------------------------------------|---------------|
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| TOTAL COSTS SUBMITTED: | | |

*Please attach additional pages, spreadsheets, and other documents as necessary

**All listed costs must be supported with proof of payment

ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION FORM

REQUEST FOR REIMBURSEMENT CERTIFICATION FORM

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

1. Each item listed herein is a Redevelopment Project Cost and was incurred in connection with the performance of the Redevelopment Project.
2. All real estate and sales taxes attributable to the Property have been paid in full.
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, **proof of which is attached.**
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 work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.
7. The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent or intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF VIENNA, ILLINOIS

Date:

Approved Payment Amount:

\$

Approved By:

Flock Safety + IL - Vienna PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Paityn Miles
paityn.miles@flocksafety.com
+18107012458

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: IL - Vienna PD
Legal Entity Name: IL - Vienna PD
Accounts Payable Email: policedept@cityofviennail.net
Address: 205 N. 4th St Vienna, Illinois 62995

Initial Term: 36 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$24,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety LPR, fka Falcon | Included | 8 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|----------|------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | \$312.50 | 5 | \$1,562.50 |
| Professional Services - Standard Implementation Fee | \$162.50 | 3 | \$487.50 |

Subtotal Year 1: \$26,050.00

Annual Recurring Subtotal: \$24,000.00

Discounts: \$6,150.00

Estimated Tax: \$0.00

Contract Total: \$74,050.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms

For Reference, products listed on the Order Form are related to prewritten computer software delivered electronically and installation not associated with the sale of tangible personal property. Per Section of Terms: "10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock.

Billing Schedule

| Billing Schedule | Amount (U SD) |
|--------------------------------------|---------------|
| Year 1 | |
| At First Camera Validation | \$26,050.00 |
| Annual Recurring after Year 1 | \$24,000.00 |
| Contract Total | \$74,050.00 |

*Tax not included

Discounts

| Discounts Applied | Amount (U SD) |
|------------------------------------|---------------|
| Flock Safety Platform | \$0.00 |
| Flock Safety Add-ons | \$0.00 |
| Flock Safety Professional Services | \$6,150.00 |

Product and Services Description

| Flock Safety Platform Items | Product Description |
|--|---|
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Vienna PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____