

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
August 6, 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 July 16, 2025 Meeting Minutes
- Approval of the Warrant

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

4. Authorization and Approval of Resolution 25-04, A Resolution Authorizing a Redeveloping Agreement With Star Dance Company, LLC for the Remodeling & Renovation of an Existing Retail Space Located at 404 North 1st Street Utilizing Tax Increment Financing

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

5. Authorization and Approval of Tax Increment Financing Redevelopment Agreement between the City of Vienna and Kim Butwell, Owner/Operator, Star Dance Company, LLC

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

6. Authorization and Approval to Accept the Zoning Board Recommendation from the July 21, 2025 Public Hearing- Proposed changes to Chapter 154 of the Vienna Code of Ordinances concerning dwelling/tiny houses.

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

7. Authorization and Approval of Ordinance 25-05, An Ordinance Amending Chapter 154 of the Code of Ordinances for the City of Vienna to Define and Prohibit Certain Prefabricated and/or Industrialized Modular Buildings from being used as Residences.

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

8. Authorization and Approval Authorization and Approval to purchase a Milwaukee M18 Telescoping Pole Saw- \$600.00, Rusty's Home Center

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

Vienna Water System Improvements (9-10)

9. Review of Bid Tabs/Acceptance of bids:
Contract A- Water Main Improvements-Bryant Construction- \$ 2,843.754.00
Contract B- Elevated Tank Repainting-Elevation Coatings & Restoration-\$537,700.00
Contract C- Water Plant Repairs-Midwest Petroleum-\$1,418,925.00

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

10. Review of Analysis of Funds/Rural Development -
Authorization and Approval for the City of Vienna to seek additional funds/loan in the amount of \$1,153,926.41

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. **Executive Session:** Collective Negotiations between the City of Vienna and Local Union 50 as per 5ILCS 120/2(c)(2) and review of closed session minutes pursuant to 2.06 of the Open Meetings Act as per 5 ILCS 120/2(c)(21). Executive Minutes from 12/18/24.

Out of Regular Session into Executive Session:

Motion _____ Seconded _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

Out of Executive Session into Regular Session:

Motion _____ Seconded _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

14. Authorization and Approval of content of semi-annual review of closed session minutes from 12-18-24, Consent to release or keep minutes closed for confidentiality.

Motion _____ Seconded _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

15. **Adjournment:**

POSTED: 08-04-25 BY: Aleatha Wright

RESOLUTION NO. 25-04

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT WITH STAR DANCE COMPANY, LLC FOR THE REMODELING & RENOVATION OF AN EXISTING RETAIL SPACE LOCATED AT 404 N 1st STREET UTILIZING TAX INCREMENT FINANCING

WHEREAS, the City of Vienna, Illinois, (the "City") desires to develop 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. 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 for the City of Vienna's TIF District #1 (the "TIF Plan"); and,

WHEREAS, Kim Butwell, owner/operator, Star Dance Company (the "Developer") has submitted a proposal requesting consideration by the City Council of the City of Vienna (the "Corporate Authorities") for the use of funds collected pursuant to the TIF Act to support a project which would cause renovations, remodeling, and improvements to be made to an existing commercial unit on certain property which is located within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of buildings and property for commercial purposes 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 revenues collected pursuant to the TIF Act 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 to enter into a redevelopment agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and repairs to 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.

Council Member	Aye	Nay	Abstain	Absent
TOTAL				

Vote Recorded by:

Vote Approved by:

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 this _____ day of _____, 2025.

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
EXISTING BUILDING REDEVELOPMENT PROJECT
STAR DANCE COMPANY

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 KIM BUTWELL, OWNER/OPERATOR, STAR DANCE COMPANY, LLC (hereinafter known as the “Developer”) (The City and Developer shall collectively be referred to as the “Parties”).

RECITALS & PRELIMINARY STATEMENTS

- 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 Mayor and City Council of the City (the “Corporate Authorities”) approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area (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”).
- 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 Tax Increment Financing (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.
- D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.
- E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act unless indicated to the contrary.

- F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
- G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.
- H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s).

The Developer agrees, subject to the terms and conditions hereof, to undertake a project which would cause for the renovation, remodeling, and redevelopment of an existing commercial space for use in the operation of a new dance studio, which includes all work and other activities as may be expected or necessary to support such a use (the "Redevelopment Project"), on certain "Property" as shall be defined and identified by the following address and parcel identification number(s) (including any future subdivision or combination thereof):

Address	Johnson County, IL PIN(s)
404 N 1 st Street, Vienna, Illinois 62995	08-05-237-001

As also identified 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 remodeling, renovation, repair, and general redevelopment of the subject commercial unit in substantial accordance with any plans, drawings, or other project proposals as submitted to the City by the Developer.
- c) Any and all other work items, permitting, inspections, or other activities which may be reasonably expected or required to be performed in order to prepare the Property for the proposed uses.

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 development of the Property.

1.1 Project Design. At the request of the City, the Developer shall, prior to commencing construction, submit construction plans for the Redevelopment Project to the City for approval in accordance with all zoning, subdivision and building codes and obtain all

necessary permits or permissions. If, during the course of the Redevelopment Project, Developer desires to make any change in the development plans in a way which materially affects the appearance, function, or implementation of the Redevelopment Project, Developer shall submit the proposed change to the City for its approval. If the development plans, as modified by the proposed change, meet all applicable building and zoning codes, the City shall approve the proposed change. No approval required pursuant to this paragraph shall be unreasonably withheld, conditioned, or delayed.

1.2 Timeline for Construction of Improvements. Developer shall commence the construction of the Redevelopment Project within forty-five (45) days following the date on which all permits or approvals of governmental entities which may be required to perform the Project have been issued and shall substantially complete construction within ninety (90) days after commencing construction. An extension to these deadlines may be granted with written approval from the City, of which will not be unreasonably withheld given adequate evidence of need.

1.3 Substantial Completion of the Project. The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, the building(s) and Property must be ready for occupation, prepared for the proposed uses, and be in compliance with all relevant building codes, ordinances, or other regulations.

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 TIF Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

2.1 TIF Eligible Redevelopment Project Costs. “TIF 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 reasonable discretion. For the purposes of this Agreement, TIF Eligible Redevelopment Project Costs may include, but are not limited to:

ESTIMATED PROJECT COSTS		
Work Item Description	Estimated Total Cost	Estimated TIF Eligible Cost
Spring Floors	\$12,000.00	\$12,000.00
Mirrors	\$5,000.00	\$5,000.00
Vinyl Flooring	\$3,000.00	\$3,000.00

Sound proofing	\$7,500.00	\$7,500.00
Framing & Drywall	\$10,000.00	\$10,000.00
Furniture	\$1,000.00	\$0.00
Equipment & Technology	\$1,500.00	\$0.00
Other Start-up Costs	\$6,336.00	\$0.00
Total	\$46,336.00	\$37,500.00

2.2 Cost Certification. Within thirty (30) days of substantial completion of the Redevelopment Project, Developer shall submit to the City a completed “**Project Cost Certification Form**” attached as **Exhibit A**, including supporting invoices, receipts, and lien waivers to confirm, verify, and create record of all TIF Eligible Redevelopment Project Costs incurred pursuant to the Redevelopment Project.

2.3 Review and Approval. All submitted costs may be subject to review and approval by the City. The City shall determine, in its sole reasonable discretion, which submitted costs qualify as TIF Eligible Redevelopment Project Costs as allowable under the TIF Act.

SECTION 3: Project Cost Reimbursement Terms.

Subject to the terms of this Agreement, reimbursement payments of TIF Eligible Redevelopment Project Costs from the City to the Developer shall be made available in the following forms and with the following terms and limitations.

3.1 Cost Reimbursement Grant Payment(s). After substantial completion of the Redevelopment Project, the City agrees to reimburse the Developer for the following TIF Eligible Redevelopment Project Costs items at the indicated reimbursement rates and reimbursement limits (“Incentive Payments”):

#	Work Item	Reimbursement Rate	Reimbursement Limit
1	Existing Building Renovation, Remodeling, Repair, and Improvement	40%	\$15,000.00
TOTAL			\$15,000.00

3.3 Reimbursement Limit. The “Reimbursement Limit” shall be **\$15,000.00**, or the amount equal to **forty percent (40%)** of the total TIF Eligible Redevelopment Project Costs verified to have been incurred by the Developer during the completion of the Redevelopment Project as approved and determined by the City, in the City’s reasonable discretion, whichever is less.

SECTION 4: Disbursement of Payment(s).

All payments made from the City to the Developer pursuant to this Agreement shall be subject to the following terms, limitations, and requirements.

4.1 Conditions Precedent. Reimbursement under this Agreement is conditioned upon:

- (a) Substantial completion of the Project in compliance with all laws and City approvals;
- (b) Submission and approval of the Cost Certification Form;
- (c) Developer not being in default under this Agreement;
- (d) Opening of the business to the public and performance of the proposed services or activities.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of the Incentive Payment(s) in substantially the same form as set forth in Exhibit B ("Requests for Payment") within 30 days of completion of the Redevelopment Project. 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 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. If proper Request for Payment is not submitted within the designated time period, and no extension to this deadline has been granted by the City, the City will have the right to immediately void this Agreement and all Incentive Payments owed to the Developer shall be forfeit.

4.2 Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request For Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request For Payment without penalty.

4.2 Release of Payment. Within thirty (30) days of the City's approval of any Request for Payment, the City shall release such payments to the extent monies are available in the Special Allocation Fund for the TIF District. 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 upon completion of all components and conditions of the Redevelopment Project as verified and approved by the City, in the City's sole discretion, and not before submission of a proper Request for Payment by the Developer, of which must be approved by an authorized representative of the City.

4.3 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.

4.4 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, **not to exceed a total of \$750.00.**

SECTION 5: Default, Remedies, and Termination of Agreement.

The Developer agrees that if any of the following events occur after the date of execution of this Agreement (the "Effective Date") and for the following five (5) consecutive years thereafter, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer pursuant to this Agreement, as well as terminate the Agreement in its entirety.

5.1 Conditions of Default. The following conditions of default shall apply to the Developer:

- a) Failure to begin or complete the Redevelopment Project within the required timeframe.
- b) The Redevelopment Project or Property is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes and such conditions are not remedied within 90 days after written notice of such determination, subject to extension for delays arising from Force Majeure.
- c) The Property ceases to be used for the purposes of operating an approved commercial business (Star Dance Company), which is open to the public on a regular basis, or for any other lawfully authorized purpose or business as approved by the City, and such use is not re-commenced within thirty (30) days of written notice of such determination, subject to extension for delays arising from Force Majeure.
- d) The Developer is found to have not maintained proper insurance as may be required by any federal, state, or local regulations or requirements.
- e) 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 after written notice of such default.

- f) 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.
- g) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, business, or any part thereof that at any time are not paid in full at the time they become due and such failure is not cured within thirty (30) days after Developer's receipt of written notice thereof from an authorized entity.

5.2 Repayment of Funds. If the Developer is determined to be in default of any terms and conditions of this Agreement within five (5) years from the Effective Date, and such default is not timely cured, the Developer will repay the City 100% of any payments received from the City pursuant to this Agreement.

5.3 Enforcement of Provisions. 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.

5.4 Discretionary Recovery. The City reserves the right to pursue recovery of any and all payments made to the Developer pursuant to this Agreement at their own discretion after material default by Developer. 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 6: MISCELLANEOUS PROVISIONS

The following additional provisions also apply to this Agreement.

6.1 No Individual 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.

6.2 City Not Liable for Developer Obligations. 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 Agreement shall limit otherwise permissible claims by the Developer against the TIF District or Special Allocation 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.

6.3 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.

6.4 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.

6.5 Assignment. Developer shall have the right to assign this Agreement to a third party such as a future buyer, lender, or other financing party, provided that the original-named Developer shall not be released from liability hereunder upon such assignment. The Developer agrees that it shall not otherwise sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. Any unpermitted 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.

6.6 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.

6.7 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.

6.8 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 the 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.

SIGNATURE PAGE TO FOLLOW

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

"CITY"

CITY OF VIENNA

By: _____ Date: _____
Steve Penrod, Mayor

"DEVELOPER"

STAR DANCE COMPANY, LLC

By: _____ Date: _____
Kim Butwell, Owner/Operator

**APPENDIX A
PROJECT LOCATION**

Project Address(s):
401 N 1 st Street, Vienna, IL 62995
Johnson County PIN:
08-05-237-001
Legal Description:
N/A

Project Location Map



EXHIBIT A

ORDINANCE NO. 2025- 05

THE CITY OF VIENNA, A MUNICIPAL CORPORATION

AN ORDINANCE AMENDING CHAPTER 154 OF THE CODE OF
ORDINANCES FOR THE CITY OF VIENNA TO DEFINE AND PROHIBIT
CERTAIN PREFABRICATED AND/OR INDUSTRIALIZED MODULAR
BUILDINGS FROM BEING USED AS RESIDENCES

WHEREAS, the State of Illinois has previously granted Illinois Municipalities in the authority to adopt Zoning Ordinances which regulate and control both the type, kind, and size of certain buildings and/or structures which may be used as residences or dwellings, as well as their use and location; and

WHEREAS, the City of Vienna has previously adopted a City Zoning Ordinance which has been codified in Chapter 154 of the Code of Ordinances for the City of Vienna, Illinois as amended and supplemented; and

WHEREAS, the City Council desires to amend its Chapter 154 of the Code of Ordinances for the City of Vienna, Illinois to define, regulate, prohibit the use, placement, and/or location of certain types of structures and/or buildings, whose primary intended use by their manufacturer is/was not to be a dwelling, so as to maintain the aesthetics of the city, protect the property value of homeowners in the city's residential neighborhoods, and support the health and welfare of city residents.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF VIENNA, ILLINOIS AS FOLLOWS:**

SECTION 1 – RECITALS

The above and foregoing recitals are found to be factual by the City Council and are incorporated within the operative portion of this ordinance by reference with the same full force and effect as though fully set forth herein.

**SECTION TWO – AMENDMENT TO SECTION 154.07, DEFINITIONS –
“DWELLING”**

That Chapter 154, Zoning Code, Section 154.07, Definitions of the Code of Ordinances of the City of Vienna, Illinois is hereby amended by deleting the definition for “dwelling” and inserting in lieu thereof the following:

DWELLING – A building or other permanent structure or portion thereof designed, constructed, and used primarily as permanent living quarters for one or more persons, but not including hospitals, licensed assisted living facilities,

nursing homes, hotels, motels, camping trailers, tents, box trailers, storage containers, recreational vehicle, or other accommodations for the transit public.

SECTION THREE – AMENDMENT TO SECTION 154.07, DEFINITIONS – “DWELLING UNIT”

That chapter 154 Zoning Code, Section 154.07, Definitions, of the Code of Ordinances of the City of Vienna, Illinois shall be amended to delete the definition of “dwelling unit” and insert in lieu thereof the following:

DWELLING UNIT – A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, but not including a tent, camping trailer, box trailer, recreational vehicle, hotel, motel, or any type of portable building whose primary intended use by the manufacturer is for storage purposes. All dwelling units must contain a minimum of 900 square feet of approved living space. All dwelling units must have a water closet, lavatory, and a tub or shower. All dwelling units must contain a kitchen with a sink. All dwelling units must be permanently tapped onto and connected to the city’s water system. All plumbing fixtures must be connected to the city’s sanitary sewage system or a permitted private disposal system in accordance with Section 154.32 of the Code of Ordinances.

SECTION FOUR – AMENDMENT TO SECTION 154.07, DEFINITIONS – “TINY HOUSES”

That Chapter 154 Zoning Code, Section 154.07, Definitions, of the Code of Ordinances of the City of Vienna, Illinois is hereby amended to add the definition of “tiny houses” which shall read as follows:

TINY HOUSES - are buildings or structures which are smaller than nine hundred (900) square feet and are either prefabricated or industrialized modular buildings which are primarily designed as portable storage buildings or storage units. Tiny houses do not have the following:

- a. A chassis and axles, or
- b. A HUD manufacture home label, or
- c. An RVIA park model label

SECTION FIVE – TINY HOUSE/PROHIBITION

That Chapter 154, Zoning Code, Section 154.65 Supplementary Regulations For Specific Uses, of the Code of Ordinances of the City of Vienna, Illinois is hereby amended to add sub-section 154.65 (G) Tiny House Prohibition which shall read as follows:

(G) Tiny house prohibition. Tiny houses, as herein defined, shall not be located and/or situated within any R-1, R-2, or M-H District in the City of Vienna,

Illinois. Tiny houses are further prohibited from being used as a dwelling unit in all zoning districts within the City of Vienna, Illinois.

SECTION SIX – DWELLING UNITS – FOUNDATION

That Chapter 154, Zoning Code, Section 154.65, Supplementary Regulations for Specific Uses, of the Code of Ordinances of the City of Vienna is hereby amended to add sub-section 154.65 (H), Dwelling Units – Foundation; which shall read as follows:

(H) Dwelling Units – Foundation – Only those dwelling units built or set upon a basement or attached to a permanent foundation may be located in a R-1, R-2, or M-H District. Portable buildings / movable building which are set upon the ground, or a concrete slab shall not be used as a dwelling unit.

SECTION SEVEN – SEVERABILITY

Each and every part of this ordinance is deemed severable from the remainder. Any determination by a court of confident jurisdiction that any part or parts of this ordinance are invalid and will not affect the validity of the remainder which shall remain in full force and effect.

SECTION EIGHT– REPEAL OF PRIOR ORDINANCES

This ordinance specifically amends and repeals all prior provisions of the Code of Ordinances of the City of Vienna, ordinances, resolutions, or motion sin conflict herewith.

SECTION NINE

This ordinance shall take effect immediately upon its passage approval and publication in pamphlet form as provided by law.

Adopted this _____ day of August 2025 by the following vote of City Council of the City of Vienna, Illinois:

AYES: _____
NAYS: _____
ABSTENTIONS: _____
ABSENT: _____

Aleatha Wright, City Clerk

APPROVED THIS _____ DAY OF AUGUST 2025.

Steve Penrod, Mayor

ATTEST:

Aleatha Wright, City Clerk

HORNER SHIFRIN

Bid Tab

City of Vienna
Contract A - Water Main Improvements
7/23/2025 10:30:00 AM

H/S Proj. #21051

Bid Schedule Items

Item No.	Item	Unit	Qty.	Horner-Shifrin Engineer's Estimate		S&W Line Contracting 405 Cypress Valley Lane Vienna, IL 62995		Followell Construction 3304 Water Tower Road Marion, IL 62959		Bryant Construction Co. Inc. 370 Bryant Road Harrisburg, IL 62946		Wiggs Excavating P.O. Box 866 Benton, IL 62812	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	6" PVC CL 200 SDR 21 Water Main Trenched	LF	13,380	\$36.00	\$468,300.00	\$0.00	\$0.00	\$62.00	\$829,560.00	\$36.50	\$488,370.00	\$0.00	\$0.00
2	6" VELO CL 200 SDR 21 Directional Bore	LF	10,000	\$70.00	\$700,000.00	\$0.00	\$0.00	\$102.00	\$1,020,000.00	\$61.00	\$610,000.00	\$0.00	\$0.00
3	10" VELO CL 200 SDR 21 Directional Bore Casing	LF	960	\$75.00	\$72,000.00	\$0.00	\$0.00	\$145.00	\$139,200.00	\$85.00	\$81,600.00	\$0.00	\$0.00
4	6" VELO CL 200 SDR 21 Inside Casing	LF	1,160	\$70.00	\$81,200.00	\$0.00	\$0.00	\$43.00	\$49,880.00	\$81.45	\$94,482.00	\$0.00	\$0.00
5	4" x 6" Interconnect	EA	1	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,700.00	\$4,700.00	\$4,400.00	\$4,400.00	\$0.00	\$0.00
6	6" x 6" Interconnect	EA	23	\$5,000.00	\$115,000.00	\$0.00	\$0.00	\$5,600.00	\$128,800.00	\$4,905.00	\$112,815.00	\$0.00	\$0.00
7	8" x 6" Interconnect	EA	6	\$6,500.00	\$39,000.00	\$0.00	\$0.00	\$6,300.00	\$37,800.00	\$4,905.00	\$29,430.00	\$0.00	\$0.00
8	6" Gate Valve w/ Box	EA	31	\$3,000.00	\$93,000.00	\$0.00	\$0.00	\$2,000.00	\$62,000.00	\$1,670.00	\$51,770.00	\$0.00	\$0.00
9	Cut, Cap, and Block Existing Water Main	EA	43	\$1,500.00	\$64,500.00	\$0.00	\$0.00	\$2,100.00	\$90,300.00	\$1,197.00	\$51,471.00	\$0.00	\$0.00
10	Locator Wire	EA	24,540	\$1.00	\$24,540.00	\$0.00	\$0.00	\$0.80	\$19,632.00	\$0.40	\$9,816.00	\$0.00	\$0.00
11	Remove and Replace Concrete Sidewalk	SF	284	\$20.00	\$5,680.00	\$0.00	\$0.00	\$75.00	\$21,300.00	\$50.00	\$14,200.00	\$0.00	\$0.00
12	CA-6	TON	965	\$30.00	\$28,950.00	\$0.00	\$0.00	\$35.00	\$33,425.00	\$32.00	\$30,560.00	\$0.00	\$0.00
13	Existing Service Connect	EA	267	\$1,000.00	\$267,000.00	\$0.00	\$0.00	\$1,330.00	\$355,110.00	\$1,800.00	\$480,600.00	\$0.00	\$0.00
14	3/4" HDPE CTS DR 9 Service Line Trenched	EA	4,425	\$20.00	\$88,500.00	\$0.00	\$0.00	\$36.00	\$159,300.00	\$12.00	\$53,100.00	\$0.00	\$0.00
15	3/4" HDPE CTS DR 9 Service Line Bored	TON	5,550	\$25.00	\$138,750.00	\$0.00	\$0.00	\$43.00	\$238,650.00	\$20.00	\$111,000.00	\$0.00	\$0.00
16	Fire Hydrant w/ Aux. Valve	EA	47	\$5,500.00	\$258,500.00	\$0.00	\$0.00	\$6,200.00	\$291,400.00	\$6,755.32	\$317,500.04	\$0.00	\$0.00
17	Hydrant Removal	EA	42	\$1,000.00	\$42,000.00	\$0.00	\$0.00	\$3.00	\$126.00	\$2.00	\$84.00	\$0.00	\$0.00
18	Watermain Piggling	LF	24,540	\$1.00	\$24,540.00	\$0.00	\$0.00	\$3.00	\$73,620.00	\$2.00	\$49,080.00	\$0.00	\$0.00
19	Reclamation	LF	24,540	\$1.00	\$24,540.00	\$0.00	\$0.00	\$6.50	\$159,510.00	\$4.00	\$98,160.00	\$0.00	\$0.00
20	Pavement Removal and Replacement	SY	40	\$100.00	\$4,000.00	\$0.00	\$0.00	\$200.00	\$8,000.00	\$450.00	\$18,000.00	\$0.00	\$0.00
21	Valve Removal	EA	43	\$1,000.00	\$43,000.00	\$0.00	\$0.00	\$250.00	\$10,750.00	\$600.00	\$25,800.00	\$0.00	\$0.00
22	Water & Sewer Separation	LF	1080	\$100.00	\$108,000.00	\$0.00	\$0.00	\$70.00	\$75,600.00	\$40.00	\$43,200.00	\$0.00	\$0.00
23	Fire Protection Lines	EA	10	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$5,024.00	\$50,240.00	\$2,500.00	\$25,000.00	\$0.00	\$0.00
24	Exploratory Digging	HR	40	\$275.00	\$11,000.00	\$0.00	\$0.00	\$400.00	\$16,000.00	\$350.00	\$14,000.00	\$0.00	\$0.00
	TOTAL				\$2,811,700.00		\$0.00		\$3,895,777.00		\$2,843,754.04		\$0.00

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE FIGURES
TO BE TRUE AND ACCURATE.

W. J. Ziegler
Name


7/31/25
Date



HORNER SHIFRIN

H/S Proj. #: 21051

Bid Schedule Items

<div><div>HORNER</div><div></div><div>SHIFFRIN</div></div>														Bid Tab			
City of Vienna																	
Contract B - Elevated Tank Repainting																	
July 23, 2025 10:15 AM																	
H/S Proj. #: 21051				Hommer-Shiffrin Engineer's Estimate				Tecorp				Neumann Co. Contractors		Elevation Coatings & Restoration		Maguire Water	
Bid Schedule Items								2221 Muriel Court Joliet, IL 60433				W9450 State Road 95 Merrillan, WI 54754		208 E. McCallister Street Lebanon, IL 62254		2001 E. Robur Drive Sioux Falls, SD 57104	
Item No.	Item	Unit	Qty.	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total				
1	Elevated Tank Rehab, Containment, Repair, and Painting	LS	1	\$600,000.00	\$600,000.00	\$582,600.00	\$582,600.00	\$665,900.00	\$665,900.00	\$537,700.00	\$537,700.00	\$820,500.00	\$820,500.00				
	TOTAL			As Read	\$600,000.00	As Read	\$582,600.00	As Read	\$665,900.00	As Read	\$537,700.00	As Read	\$820,500.00				

Bid Tab

City of Vienna

Contract B - Elevated Tank Repainting

July 23, 2025 10:15 AM

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE FIGURES
TO BE TRUE AND ACCURATE.

W. Jim Gil
Name

7/21/25
Date



HORNER SHIFRIN

Bid Tab
City of Vienna
Contract C - WTP Repairs
7/23/2025 10:00 AM

H/S Proj. #21051

Bid Schedule Items

Item No.	Item	Unit	Qty.	Horner-Shifrin Engineer's Estimate		Fallowell Construction 3304 Water Tower Road Marion, IL 62959		Midwest Petroleum & Exc. P.O. Box 544 Benton, IL 62812	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	High Service Pump Replacement	EA	2	\$40,000.00	\$80,000.00	\$0.00	\$0.00	\$74,500.00	\$149,000.00
2	Clear Well to Ground Storage Pump	EA	1	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$65,000.00	\$65,000.00
3	Sand Blast & Paint WTP Tanks	EA	1	\$360,000.00	\$360,000.00	\$0.00	\$0.00	\$154,000.00	\$154,000.00
4	WTP Internal Parts Remove and Replace	LS	1	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$685,000.00	\$685,000.00
5	Air/Vacuum Valve on Backwash Pumps	LS	2	\$12,000.00	\$24,000.00	\$0.00	\$0.00	\$5,250.00	\$10,500.00
6	8" HDPE Filtration Effluent Line Replacement	EA	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$19,550.00	\$19,550.00
7	Electrical	LS	1	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$308,525.00	\$308,525.00
8	Telemetry	LS	1	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$27,350.00	\$27,350.00
TOTAL				As Read	\$1,084,000.00	As Read	NO BID	As Read	\$1,418,925.00

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE FIGURES
TO BE TRUE AND ACCURATE.



Brian Ziegler
Name

7/31/25
Date

**City of Vienna - Analysis of Funds
Water System Improvements
Horner & Shifrin Inc. Project #21051CZ**

CONTRACT A Watermain Replacement			Engineer's 2024 Estimate		Contractor's Prices	
1	6" PVC CL 200 SDR 21 Water Main Trenched	LF	13,380	\$35.00 \$468,300.00	\$36.50	\$488,370.00
2	6" YELO CL 200 SDR 21 Directional Bore	LF	10,000	\$70.00 \$700,000.00	\$61.00	\$610,000.00
3	10" YELO CL 200 SDR 21 Directional Bore Casing	LF	960	\$175.00 \$168,000.00	\$85.00	\$81,600.00
4	6" YELO CL 200 SDR 21 Inside Casing	LF	1,160	\$70.00 \$81,200.00	\$81.45	\$94,482.00
5	4" x 6" Interconnect	EA	1	\$4,000.00 \$4,000.00	\$4,400.00	\$4,400.00
6	6" x 6" Interconnect	EA	23	\$5,000.00 \$115,000.00	\$4,905.00	\$112,815.00
7	8" x 6" Interconnect	EA	6	\$6,500.00 \$39,000.00	\$4,905.00	\$29,430.00
8	6" Gate Valve w/ Box	EA	31	\$3,000.00 \$93,000.00	\$1,670.00	\$51,770.00
9	Cut, Cap, and Block Existing Water Main	EA	43	\$1,500.00 \$64,500.00	\$1,197.00	\$51,471.00
10	Locator Wire	EA	24,540	\$1.00 \$24,540.00	\$0.40	\$9,816.00
11	Remove and Replace Concrete Sidewalk	SF	284	\$20.00 \$5,680.00	\$50.00	\$14,200.00
12	CA-6	TON	955	\$30.00 \$28,650.00	\$32.00	\$30,560.00
13	Existing Service Connect	EA	267	\$1,000.00 \$267,000.00	\$1,800.00	\$480,600.00
14	3/4" HDPE CTS DR 9 Service Line Trenched	EA	4,425	\$20.00 \$88,500.00	\$12.00	\$53,100.00
15	3/4" HDPE CTS DR 9 Service Line Bored	TON	5,550	\$25.00 \$138,750.00	\$20.00	\$111,000.00
16	Fire Hydrant w/ Aux. Valve	EA	47	\$5,500.00 \$258,500.00	\$6,755.32	\$317,500.04
17	Hydrant Removal	EA	42	\$1,000.00 \$42,000.00	\$700.00	\$29,400.00
18	Watermain Pigging	LF	24,540	\$1.00 \$24,540.00	\$2.00	\$49,080.00
19	Reclamation	LF	24,540	\$1.00 \$24,540.00	\$4.00	\$98,160.00
20	Pavement Removal and Replacement	SY	40	\$100.00 \$4,000.00	\$450.00	\$18,000.00
21	Valve Removal	EA	43	\$1,000.00 \$43,000.00	\$600.00	\$25,800.00
22	Water & Sewer Separation	LF	1080	\$100.00 \$108,000.00	\$40.00	\$43,200.00
23	Fire Protection Lines	EA	10	\$1,000.00 \$10,000.00	\$2,500.00	\$25,000.00
24	Exploratory Digging	HR	40	\$275.00 \$11,000.00	\$350.00	\$14,000.00
				\$2,811,700.00	Bryant Construction	\$2,843,754.04
CONTRACT B Elevated Tank Repainting			Engineer's Estimate		Contractor's Prices	
1	Elevated Tank Rehab, Containment, Repair, and Painting	LS	1	\$600,000.00 \$600,000.00	\$537,700.00	\$537,700.00
				\$600,000.00	Elevation Coatings & Restoration	\$537,700.00
CONTRACT C WTP Repairs			Engineer's Estimate		Contractor's Prices	
1	High Service Pump Replacement	EA	2	\$40,000.00 \$80,000.00	\$74,500.00	\$149,000.00
2	Clear Well to Ground Storage Pump	EA	1	\$35,000.00 \$35,000.00	\$65,000.00	\$65,000.00
3	Sand Blast & Paint WTP Tanks	EA	1	\$360,000.00 \$360,000.00	\$154,000.00	\$154,000.00
4	WTP Internal Parts Remove and Replace	LS	1	\$400,000.00 \$400,000.00	\$685,000.00	\$685,000.00
5	Air/Vacuum Valve on Backwash Pumps	LS	2	\$12,000.00 \$24,000.00	\$5,250.00	\$10,500.00
6	8" HDPE Filtration Effluent Line Replacement	EA	1	\$5,000.00 \$5,000.00	\$19,550.00	\$19,550.00
7	Electrical	LS	1	\$100,000.00 \$100,000.00	\$308,525.00	\$308,525.00
8	Telemetry	LS	1	\$80,000.00 \$80,000.00	\$27,350.00	\$27,350.00
				\$1,084,000.00	Midwest Petroleum & Excavating	\$1,418,925.00
Route 146 Water Relocation Reimbursement			Reimbursement		Reimbursement	
1	Route 146 Water Relocation Reimbursement	LS	1	\$540,403.00 \$540,403.00	\$540,403.00	\$540,403.00
				\$540,403.00		\$540,403.00

Total Construction Cost \$5,036,103.00

Contingency 10% \$503,610.30
Preliminary Engineering \$25,000.00
Environmental Engineering \$5,000.00
Design Engineering \$462,000.00
Construction Inspection \$277,000.00
Interest During Construction \$130,000.00
Engineer Additional Services \$35,000.00
Legal (RWD Attorney) \$15,000.00
Legal (Bond Counsel) \$20,000.00

Total Non-Construction \$1,472,610.30

Total Project Cost \$6,508,713.30

Total Construction Cost \$5,340,782.04

Contingency 5% \$240,016.25
Preliminary Engineering \$25,000.00
Environmental Engineering \$5,000.00
Design Engineering \$551,912.30
Construction Inspection \$334,651.64
Interest During Construction \$168,000.00
Engineer Additional Services \$38,564.18
Legal (RWD Attorney) \$15,000.00
Legal (Bond Counsel) \$40,000.00

Total Non-Construction \$1,418,144.37

Total Project Cost \$6,758,926.41

Total Grant & Loan Funds= \$5,605,000.00
Additional funding Needed = \$1,153,926.41