

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
June 18, 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 June 4, 2025 Meeting Minutes
- Approval of the Warrant
- Treasurer's Report (May)

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Elliott\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

4. Authorization and Approval of TIF Increment Allocation Redevelopment Professional and Consulting Services Between the City of Vienna and Moran Economic Development, LLC

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Elliott\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

5. Authorization and Approval of proposal for Lakeside Raptor Control Repair Control & Installation- \$9,925.00 (Sewer Funds) -Vandevanter Engineering Co.

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Elliott\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Authorization and Approval of quote for Spectrophotometer and Pocket Colorimeter for Water Testing- \$7,917.00(Water Fund)-Hach

Motion\_\_\_\_\_Seconded\_\_\_\_\_

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Elliott\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

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

8. **ELECTED/APPOINTED OFFICIALS**

- Aleatha Wright, City Clerk
- Rick Abell, City Attorney- Review Proposed Ordinance Amending the Zoning Code
- Justin Hartline, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor-Collective Bargaining/ Local 50

9. **Adjournment:**

POSTED: 06-16-25 BY: Aleatha Wright

**AGREEMENT FOR TAX INCREMENT ALLOCATION REDEVELOPMENT  
PROFESSIONAL AND CONSULTING SERVICES BETWEEN  
CITY OF VIENNA, ILLINOIS  
AND  
MORAN ECONOMIC DEVELOPMENT, LLC**

**THIS CONSULTING AGREEMENT** (the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Vienna, Illinois (hereinafter referred to as the "City") and Moran Economic Development, LLC (hereinafter referred to as the "Consultant").

**WHEREAS**, the City has a need for services regarding specialized economic development programs and tools such as Tax Increment Financing ("TIF") Districts, Business District Redevelopment Project Areas, and Enterprise Zones, as well as consultation on general economic development and redevelopment within their community; and,

**WHEREAS**, the City is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide such services to the City, particularly as it relates to the amendment of a Tax Increment Financing Redevelopment Plan and Project; and,

**WHEREAS**, the Consultant is agreeable to provide such services to the City on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City and the Consultant agree as follows:

**SCOPE OF SERVICES**

The following Scope of Services applies to the amendment of the City of Vienna Tax Increment Financing Redevelopment Plan to conform with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4, the "TIF Act"), including:

1. Development of the Amended TIF Plan, which will include, but is not limited to:
  - A. Description of tax increment financing as referenced by the Illinois Revised Statutes.
  - B. Outlining the objectives of the TIF Plan.
  - C. Identifying the land use for the properties to be included in the TIF Plan.
  - D. Providing a description of projects and activities proposed within the properties to be included in the TIF Plan, both public and private.
  - E. Development of the implementation strategy for the Amended TIF Plan.
  - F. Identifying the estimated budget for costs associated with the proposed redevelopment project activities for the duration of the extension period.
  - G. Providing the current and projected equalized assessed values for the properties to be included in the TIF Plan.
  - H. Analysis of property tax codes in the City to audit county property tax records and verify properties within the TIF Boundary Area.
  - I. Creation of the Redevelopment Project Area Boundary Map.
  - J. Creation of the general land use plan for the Area.
  - K. Updating the estimated date of completion for the Redevelopment Project.
  - L. Inclusion of other items necessary to complete the Amended TIF Plan pursuant to the Revised Statutes of the State of Illinois.
2. Creation and presentation of the Amended TIF Plan, which will include, but is not limited to:
  - A. Providing the Amended TIF Plan to the City Council for its review and comment.
  - B. Integrating the City Council's comments, if applicable, into the final amended TIF document.

3. Finalization of Extension and Amendment to TIF Redevelopment Project Area, which will include:

- A. Providing draft ordinances to officially extend tax increment financing for the Redevelopment Project Area.
- B. Providing draft notices and other documents in accordance with the statutory requirements of the TIF Act.
- C. Providing draft ordinances to adopt the Amended TIF Redevelopment Plan and Project.

**TIMING**

Moran Economic Development, with cooperation from the City, will coordinate an exact schedule for the purpose of completing the Amended Plan. The anticipated timeframe for completion of the Project would be approximately two months from the start of the Project.

**COMPENSATION**

The total proposed fee for the amendment to the TIF Plan, as outlined in the above scope of services, will not exceed \$12,500 plus actual reimbursable expenses not to exceed \$500.

**Total fee for Scope of Services (not to exceed)..... \$13,000**

Reimbursable expenses shall consist of actual costs incurred by the Consultant for printing, photographic work, production, delivery charges, travel and any other similar expenses required to provide the above Services. Such expenses shall be billed monthly to the Client at their direct and actual cost to the Consultant. Payment of current charges and reimbursable expenses shall be made to the Consultant within 30 days of receipt of the invoice concerning these items. Unpaid invoices shall accrue interest of 1.5% per month until paid. At the request of the City, the Consultant will be available for any additional services beyond those outlined in the Scope of Services at a separate hourly rate of \$150/hour.

The following would be considered outside of the Scope of Services and not covered by this agreement:

- Establishment of new a tax increment financing district redevelopment project area.
- Amendment of an existing tax increment financing district redevelopment project in one of the following ways:
  - Area to add additional parcels of property to the redevelopment project area.
  - Substantially affect the general land uses.
  - Substantially change the nature of the redevelopment project
  - Increase the original plan's budget.
  - Add additional redevelopment project costs to the budget.

The Consultant could implement the above items under a separate agreement with the City. These items are typically put in place on a flat fee basis.

1. Termination of Agreement. If for whatever reason the City determines that the work should be terminated, the City will inform the Consultant in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by the Consultant pursuant to Section 8 of this agreement. The City will pay the Consultant an amount representing the work performed to the date of termination, plus any expenses the Consultant incurred to that date.
2. Confidentiality; FOIA Requests. "Confidential Information" means any information which the Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, commercial information, proprietary information, and, private personal information. In the event the City, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, the City shall notify the Consultant of the request. Upon receipt of such notice by email or facsimile, the Consultant shall notify the City within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion

of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws, or regulations.

3. Not Legal Advice. The City understands that any information or deliverables the Consultant provides to the City in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.
4. Delay. The Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of the Consultant.
5. Relationship. The Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint ventures or partners for any purpose.
6. Enforceability. The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.
7. Amendments. This agreement may not be amended or modified except in writing signed by the parties hereto.
8. Governing Law. The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.
9. Notices. All notices pursuant to this agreement must be in writing and delivered by hand, sent via telecopy or overnight delivery or by certified or registered mail to each party's address provided in this agreement.
10. Entire Understanding. This agreement sets forth the entire agreement and understanding between the Consultant and the City with respect to the subject matter hereof.
11. Execution. The signature of either party hereto that is transmitted to the other party or other party's authorized representative electronically (e.g., facsimile, e-mail, etc.) will be deemed for all purposes to be an original signature. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

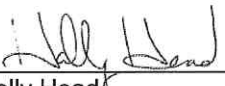
City of Vienna


\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

ATTEST:

Moran Economic Development, LLC

  
\_\_\_\_\_  
Holly Head

  
\_\_\_\_\_  
Jared Kanallakan





**Proposal No. OP-621839**

**June 12, 2025**

Mr. Troy Kerley  
City of Vienna  
204 South 1<sup>st</sup> Street  
Vienna, Illinois 62995

**RE: WWTP – Lakeside Raptor Controls Repair**

Dear Troy;

Earlier this month you spoke with Dave Zink in regards to the control issues you are having with the Lakeside Raptor at the WWTP. Per your request, Vandevanter Engineering is pleased to provide the following proposal to replace the PLC and VFD for the unit. Our proposal is as follows and includes freight, programming and on-site installation at **Illinois Prevailing Wage Rates**.

Vandevanter Engineering will perform the following repairs to a Lakeside Raptor for the WWTP for the CITY OF VIENNA, ILLINOIS:

- One (1) Square D, 2HP, 380-500VAC, Three Phase, Compact Variable Frequency Drive
- One (1) Replacement PLC for Eaton – Cutler Hammer EASY819-AC-RC Logic Model
- One (1) Lot of labor at **Illinois Prevailing Wage Rates** consisting of a Vandevanter Engineering Controls Technician to program the new PLC with the existing code for the unit. The PLC will then be wired in place of the existing PLC. The technician will then remove the existing VFD and replace with the proposed VFD. The unit will be tested for proper operation and same day, on-site, operator training to follow.

**Total Repair Cost + Installation.....\$9,925.00**

Please allow 3 to 4 weeks for the repair parts to be received upon receipt of signed proposal or purchase order so that the repair work can be scheduled.

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to email me at **dpagano@vandevanter.com** or you can call me on my Cell Phone at (314) 550-1226. If the proposal meets with your approval, please sign, date and email, mail or fax a copy back to our office and we will perform the repairs to the existing Lakeside Raptor.



## Quotation

**Quote Number: 101190082v1**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 06/10/2025

Quote Expiration: 07/10/2025

CITY OF VIENNA  
PO BOX 1442  
VIENNA, IL 62995-1442

Name: Dale  
Phone: 618-771-6061  
Email: [waterplant@cityofviennail.net](mailto:waterplant@cityofviennail.net)

Customer Account Number : 076568

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LPV440.99.00012	DR3900 Laboratory VIS Spectrophotometer with RFID* Technology. Standard lead time 3 days.	1	7,206.00	7,206.00
2	LPV445.97.00110	DR300 Pocket Colorimeter, Chlorine, Free + Total, LR/HR, with Box. Standard lead time 3 days.	1	711.00	711.00
Grand Total				\$	7,917.00

### TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.