

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
January 7, 2026
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 December 17, 2025 Meeting Minutes
- Approval of the Warrant

Motion _____ **Seconded** _____

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

4. Resolution 26-01, A Resolution Authorizing a Redevelopment Agreement Between the City of Vienna, IL and JBNH Properties, LLC Utilizing Tax Increment Financing for a Project Located at 305 Main St.

Motion _____ **Seconded** _____

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

5. Tax Increment Financing Redevelopment Agreement between the City of Vienna, IL and JBNH Properties, LLC

Motion _____ Seconded _____

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

6. Authorization and Approval of quote from Terrace Fencing for safety improvement at lagoon. 2 sides-\$2,175 or all 4 sides- \$4,250- Sewer Fund (to be reimbursed by Sewer District)

Motion _____ Seconded _____

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

7. Authorization and Approval for two-fire department volunteers to attend Winter Fire School Training: \$950.00 (General Funds)

Motion _____ Seconded _____

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

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

9. **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- Sewer system installation for housing development

10. **Adjournment:**

POSTED: 01-05-26

BY: *A. Wright*

RESOLUTION NO. 26-01

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF VIENNA, ILLINOIS AND JBNH PROPERTIES, LLC UTILIZING TAX INCREMENT FINANCING FOR A PROJECT LOCATED AT 305 MAIN STREET

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 5/11-74.4-1 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 (TIF) where available to accomplish the goals set forth by the Redevelopment Plan and Project for the TIF District (the "TIF Plan"); and,

WHEREAS, JBNH Properties, LLC (the "Developer"), has submitted a proposal requesting consideration by the Mayor and City Council of the City (the "Corporate Authorities") for the use of funds collected pursuant to the TIF Act ("TIF Funds") to support a project which would cause for the redevelopment of an existing building on certain property within the TIF District to be used for commercial purposes; 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 to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the performance of a redevelopment project utilizing TIF Funds, 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 providing for the provision of financial support with Developer through the usage of funds collected pursuant to the TIF Act, 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 & APPROVED by the City Board of the City of Vienna, Illinois on the _____ day of _____, 20____ on the following roll call vote:

NAME	AYE	NAY	ABSTAIN	ABSENT

Recorded in the Records of the City Clerk and published by the authority of the Mayor and City Board of the City of Vienna, Johnson County, Illinois this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

{SEAL}

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
EXISTING BUILDING REDEVELOPMENT PROJECT
305 MAIN – JBNH PROPERTIES, LLC

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “Agreement”) is entered into on this _____ day of _____, 2026, by and between the CITY OF VIENNA, JOHNSON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the “City”), JBNH PROPERTIES, 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 Redevelopment Project Area (also known as the “TIF District” or “TIF #1”) and adopting the Vienna TIF Redevelopment Plan and Project (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, repair, remodeling, and general redevelopment of certain property and buildings for the purposes of creating short-term residential rental units, which includes all work and other activities as may be expected or necessary to perform in order to support such a project (the “Redevelopment Project”).

1.1 Redevelopment Project Location. The Redevelopment Project shall take place 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)
305 Main Street, Vienna, Illinois 62995	08-05-439-002

As also identified and described in Appendix A – Project Location

1.2 Scope of Work for Redevelopment Project. The Redevelopment Project shall involve the comprehensive renovation, remodeling, repair, and improvement of an existing mixed-use building and associated property for use as short-term rental units, with the flexibility to accommodate long-term residential rental use if market conditions warrant. The Redevelopment Project is intended to promote tourism, economic activity, and reinvestment within the City of Vienna and the surrounding Southern Illinois region. All work shall be performed in accordance with applicable federal, state, and local laws, ordinances, regulations, building codes, and approved plans and specifications. The scope of work includes, but is not limited to, the following components:

A. General Building Renovation and Adaptive Reuse

Repurposing and transformation of the existing structure from its former office and ancillary uses into residential rental units, including demolition of select interior elements, reconfiguration of interior layouts, and upgrades necessary to support residential occupancy and rental use.

B. Residential Unit Build-Out

Construction and finish build-out of approximately three (3) dwelling units, consisting of two (2) one-bedroom/one-bathroom units on the upper level and one (1) three-bedroom/one-bathroom unit on the lower level, including functional layouts, modern finishes, and amenities consistent with quality short-term or long-term residential accommodations.

C. Interior Improvements and Finishes

Interior renovations including, but not limited to, flooring installation or restoration, wall and ceiling repairs, painting, trim and millwork, doors and hardware, cabinetry, countertops, fixtures, and other customary interior finish elements.

D. Kitchens and Bathrooms

Installation and/or renovation of kitchen and bathroom facilities within each dwelling unit, including plumbing fixtures, cabinetry, countertops, appliances, ventilation, and associated finishes, as necessary to support independent residential use.

E. Mechanical, Electrical, and Plumbing Systems

Repair, replacement, upgrade, or installation of mechanical, electrical, and plumbing systems as required to serve the renovated units, including heating, ventilation, and air conditioning systems, electrical service and lighting, water supply, drainage, and related components.

F. Life Safety and Code Compliance

Improvements necessary to comply with applicable building, fire, life-safety, and residential occupancy codes, including egress, fire separation, alarms, detectors, and other safety-related features customarily required for residential rental properties.

G. Exterior and Façade Improvements

Renovation and enhancement of the building exterior and street-facing façade, including painting, lighting, awnings, and related improvements to enhance curb appeal, while preserving and incorporating existing architectural or identifying features that contribute to the building's character and local identity.

H. Building Systems and Energy Efficiency Improvements

Improvements intended to enhance the efficiency, functionality, and comfort of the building, which may include insulation upgrades, window and door improvements, and energy-efficient lighting or equipment, as appropriate.

I. Site-Related and Ancillary Improvements

Minor site-related improvements, as applicable, including exterior lighting, signage, access, and other ancillary features necessary to support the residential use of the Property.

J. Professional Services and Project Soft Costs

Architectural, engineering, design, surveying, permitting, inspection, construction management, and other professional or soft costs customarily associated with redevelopment projects of this nature.

K. Related and Incidental Work

All other work, materials, labor, and services reasonably necessary or incidental to the completion of the Redevelopment Project and the achievement of its intended use, whether or not specifically enumerated herein.

The foregoing description is intended to reflect the general scope and scale of the Redevelopment Project as proposed and shall not be construed to require any particular materials, methods, or construction specifications, except as necessary to achieve the uses and improvements contemplated herein.

1.3 Developer Performance Obligations. As part of this Agreement, the Developer shall be responsible for the following obligations, which are intended to reflect the residential rental and tourism-oriented nature of the Redevelopment Project:

A. Timely Completion.

The Developer shall diligently pursue the completion of the Redevelopment Project in a commercially reasonable manner and in accordance with a schedule of performance set forth in this Agreement or otherwise mutually agreed upon by the Parties, subject to delays caused by factors beyond the reasonable control of the Developer.

B. Compliance with Laws and Approvals.

All work undertaken by the Developer shall be performed in compliance with applicable federal, state, and local laws, statutes, regulations, building and fire codes, zoning requirements, and ordinances. The Developer shall be responsible for obtaining and maintaining all permits, licenses, approvals, and insurance coverage customarily required for the performance and completion of the Redevelopment Project.

C. Documentation and Inspection.

The Developer shall maintain reasonable records and documentation of work performed in connection with the Redevelopment Project, including contracts, invoices, and payment records, and shall permit the City, upon reasonable prior notice, to inspect the Property and the work in progress for the limited purpose of verifying compliance with this Agreement.

D. Residential Occupancy and Use.

Following completion of the Redevelopment Project, the Developer shall cause the Property to be ready for occupation and use as residential rental dwelling units, which may include short-term rental use and, if market conditions warrant, long-term residential rental use, consistent with applicable zoning regulations, licensing requirements, and local ordinances. The Developer shall maintain the Property in active residential use for the period required under this Agreement or as otherwise agreed to by the Parties.

E. Property Maintenance and Operation.

The Developer shall operate and maintain the Property in a safe, sanitary, and code-compliant condition, consistent with generally accepted standards for residential rental properties, and shall promptly address any conditions that could reasonably be expected to adversely affect public health, safety, or welfare.

F. Proof of Completion.

Upon completion of the Redevelopment Project, the Developer shall submit such documents, certifications, or other reasonable evidence as may be requested by the City to demonstrate substantial completion of the Redevelopment Project and compliance with the terms of this Agreement.

1.4 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.

1.5 Timeline for Construction of Improvements. Developer shall commence the construction of the Redevelopment Project within sixty (60) 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 one (1) year 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.

1.6 Substantial Completion of the Project. For purposes of this Agreement, the term "Substantial Completion" shall mean the point at which the Developer has completed all material components of the Redevelopment Project described herein, the building(s) and Property are prepared for performance of the proposed services, available for occupation, and 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.

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 hereto 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 Renovations	20%	\$12,400.00

3.2 Reimbursement Limit. The “Reimbursement Limit” shall be **\$12,400.00**, or the amount equal to **twenty percent (20%)** 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.

3.3 Administration Fees. The City shall be entitled to deduct from any Incentive Payment(s) made to the Developer under this Agreement an administration fee in an amount equal to the City’s actual costs incurred in connection with the creation, negotiation, implementation,

and administration of this Agreement and all matters related to the Redevelopment Project. Such costs may include, but are not limited to, legal fees, consulting fees, staff time, publication costs, and other out-of-pocket expenses directly attributable to the Redevelopment Project. The City shall provide the Developer with reasonable documentation of such costs upon request. The City may waive these fee's at its own discretion.

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. The City's obligation to make any reimbursement or incentive payment under this Agreement shall be expressly conditioned upon satisfaction of the following requirements, each of which shall be continuing obligations throughout the term of this Agreement:

(a) **Completion of the Project.** The Redevelopment Project shall have been substantially completed in accordance with this Agreement, applicable laws, codes, and all City approvals.

(b) **Approval of Cost Certification.** The Developer shall have submitted to the City a completed Cost Certification Form, together with supporting documentation, and such certification shall have been reviewed and approved by the City.

(c) **Approval for Occupancy.** The residential units created within the building shall have been approved for occupancy by the City and available for use consistent with the intended use described in this Agreement.

(d) **Payment of Property Taxes.** All real estate property taxes levied against the Property shall have been paid in full and be current through the most recent tax year for which an incentive payment is requested, as evidenced by official receipts or other documentation satisfactory to the City.

(e) **No Default.** The Developer shall not be in default under this Agreement, and no event shall have occurred which, with notice or the passage of time, would constitute a default.

(f) **No Liens or Encumbrances.** The Property shall be free of all liens, claims, or encumbrances other than mortgage(s) of record or other liens approved by the City in writing.

4.2 Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit to the City a Request for Payment of the Incentive Payment(s) in substantially the same form as set forth in **Exhibit B** ("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 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. Proper and reasonable Requests for Payment(s) shall be required to be submitted in a timely and reasonable fashion.

4.3 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.

4.4 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.

4.5 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 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 Timely Perform the Redevelopment Project:** The Developer fails to commence, diligently pursue, or complete the Redevelopment Project or any material portion thereof within the timeframes set forth in this Agreement, including failure to achieve Substantial Completion in accordance with the approved schedule of

- performance.
- b) **Failure to Use Property as Intended:** Failure, following Substantial Completion, to place the Property into active residential rental use, including short-term or long-term rental use as permitted, or cessation of such use for a continuous period exceeding three (3) months without the prior written consent of the City, except for temporary closures due to maintenance, repair, casualty, or force majeure events.
 - c) **Misuse of Funds:** The Developer uses any funds disbursed pursuant to this Agreement for purposes not authorized by this Agreement or provides false or materially misleading documentation in support of a payment or reimbursement request.
 - d) **Failure to Submit Required Documentation:** The Developer fails to submit the required cost certification, lien waivers, permits, or other documentation required as conditions precedent to disbursement of funds.
 - e) **Failure to Maintain Insurance of Legal Compliance:** The Developer fails to maintain the required insurance coverage or violates any applicable federal, state, or local law, regulation, or ordinance in connection with the Redevelopment Project.
 - f) **Abandonment or Unauthorized Transfer:** The Developer abandons the Redevelopment Project or transfers the Property or the Developer's interest in this Agreement without the prior written consent of the City.
 - g) **Insolvency or Bankruptcy:** The Developer becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.
 - h) **Change in Property Tax Status:** The Property, or any portion thereof, becomes exempt from ad valorem property taxation for any reason not previously approved in writing by the City.
 - i) **Failure to Pay Property Taxes:** The Developer fails to pay any real estate taxes or assessments levied against the Property when due, and such failure is not cured within thirty (30) days after written notice from the City or other authorized entity.
 - j) **Failure to Cure After Notice:** The Developer fails to cure any non-monetary default under this Agreement within thirty (30) days after receiving written notice from the City specifying the nature of the default (or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days, provided that the Developer commences and diligently pursues such cure).

5.2 Continuing Obligations. The Developer's obligations to (i) maintain operation of the business on the Property, (ii) pay all real estate taxes and assessments when due, (iii) comply with applicable laws, codes, and regulations, and (iv) maintain insurance coverage as required herein, shall be continuing covenants and conditions for the entire duration of this Agreement and any incentive payment period. Failure to maintain any such continuing obligation shall constitute an Event of Default.

5.3 Remedies. Upon the occurrence of an Event of Default, and after providing written notice and an opportunity to cure in accordance with this Agreement, the City shall have the right to exercise any one or more of the following remedies, in addition to those available at law or in equity:

(a) Suspension of Payments.

The City may suspend any pending or future incentive payments otherwise due to the Developer until such time as the default is cured to the City's satisfaction.

(b) Termination of Agreement.

The City may terminate this Agreement by written notice to the Developer, whereupon all obligations of the City for any unpaid incentive payments shall immediately cease.

(c) Repayment of Disbursed Funds.

In the event the Developer's default occurs after receipt of one or more incentive payments, the City may require repayment of any or all amounts previously disbursed, together with interest thereon at the statutory judgment rate from the date of disbursement until repaid, if the City determines that such repayment is necessary to protect the integrity of public funds.

(d) Specific Performance or Injunctive Relief.

The City shall have the right to seek specific performance, injunctive relief, or any other equitable remedy to enforce compliance with the terms of this Agreement.

(e) Legal and Administrative Remedies.

The City may pursue any other remedies available under applicable law, including recovery of damages, costs of enforcement, and reasonable attorneys' fees incurred in connection with enforcing the terms of this Agreement.

5.4 Notice and Cure Procedure. In the event of any alleged default by the Developer, the City shall provide written notice to the Developer specifying in reasonable detail the nature of the default and the actions required to cure such default. The Developer shall have a period of thirty (30) days from receipt of such notice to cure the default, or, if the default is of a nature that cannot reasonably be cured within thirty (30) days, such additional period of time as may be reasonably necessary to complete the cure, provided that the Developer commences the cure within the initial thirty (30)-day period and diligently and continuously pursues the same to completion.

If the Developer fails to cure or commence curing the default within the applicable period, the City may immediately exercise any of the remedies set forth in Section 5.3 or otherwise available at law or in equity. The City shall have no obligation to provide additional notice or opportunity to cure prior to exercising its remedies in the event of a repeated or continuing default of the same nature previously noticed.

Notice shall be deemed given when delivered personally, deposited in the U.S. Mail by certified or registered mail (return receipt requested), or sent by recognized overnight courier service to the parties at their last known business addresses, or to such other address as may be designated by a party in writing.

5.5 Enforcement of Provisions. In the event of any default under this Agreement that results in either party taking action to enforce any provision hereof, the defaulting party shall be responsible for and shall reimburse the non-defaulting party upon demand for all reasonable costs and expenses incurred in connection with such enforcement, including reasonable attorneys' fees, expert fees, and court costs. This obligation shall survive the termination of this Agreement.

SECTION 6: MISCELLANEOUS PROVISIONS

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.

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, JOHNSON COUNTY, ILLINOIS

By: _____ Date: _____
Steven Penrod, Mayor

ATTEST:

By: _____
City Clerk

"DEVELOPER"

JBNH PROPERTIES, LLC

By: _____ Date: _____
Jose Botello, Member

By: _____ Date: _____
Nathan Hiatt, Member

**APPENDIX A
PROJECT LOCATION**

Project Address(s):
305 Main Street, Vienna, IL 62995
Johnson County PIN:
08-05-439-002
Legal Description:
PT W 1/2 LOT 32 & PT LOT 31 BLK 13 CITY OF VIENNA WD 06/2008 644/339

Project Location Map



EXHIBIT B
REQUEST FOR REIMBURSEMENT PAYMENT

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

You are hereby requested and directed to make payment from the TIF Special Allocation Fund in accordance with the terms, conditions, and obligations pursuant to the below listed Redevelopment Project and associated Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Project Name: _____

Date of Completion of the Redevelopment Project: _____

Date of Submission of Project Cost Certification Form: _____

Total Costs Incurred (\$): _____

Requested Reimbursement Amount (\$/%): _____

Certification:

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, 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 Reviewed: _____

Approved Payment Amount: \$ _____

Approved By: _____



TERRACE FENCE COMPANY

Phone (618) 997-6333 FAX (618) 993-2348
3208 W. Commercial Drive, Marion, IL 62959
terracefence.com

SUBMITTED TO: City of Vienna
ADDRESS _____
Vienna, IL
_____ 62995
ZIP _____
PHONE 1-618-771-3330
SALESMAN Gary Thomson

DATE 12/31/2025
LOCATION City Lagoon Area
CONTACT Justin Hartline
EMAIL publicworks@cityofviennail.net
FAX _____

Price Good For Up To 7 Days

PRICE

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CHAIN LINK	
Footage	
Height	
Type	
Line Post	
End Post	
Corner Post	
Top Rail	
Middle Rail	
Bracing	
Gauge	
BarbWire	
Tension Wire	
Concrete	
Gates	
Gate Post	
PVC & WOOD	
Footage	
Style	
Post	
Caps	
Concrete	
Gates	

Add Barb Arms +3 Strands of Barb Wire Around City Lagoon Area.

2 Sides: 872' \$2,175.00

All 4 Sides: 1776' \$4,250.00

Price Based on Standard Wage Scale

Price Based on Tax Exemption

Final Payments Are Due Within 30 Days Of The Invoice Date. A Late Fee Of 5% Will Be Charged Per Month To All Overdue Balances.

NOTE: Terrace Fence is not responsible for property line location, permits or damage to personal underground pipes or wires that are not able to be marked by JULIE. If the project is wood, the buyer is aware that wood products are exposed to various weather conditions and some splitting, warping or twisting may occur. Buyer is responsible for mailing in warranty cards if applicable. By signing this document, you here by state you have read all the terms, conditions and notes on this document. You also agree you have the legal right to have work done on the property listed above.

If Accepted Please Sign & Return Original Copy

CUSTOMER APPROVAL _____

Payment: **50% Down-Balance Upon Completion**

TERRACE APPROVAL _____

** An additional 3% fee for purchases made by credit card.

The buyer agrees to pay all costs of collections, including attempts to collect delinquent payments, including attorneys fee, whether the same is collected through suit or other wise.