

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
January 21, 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 January 7, 2026 Meeting Minutes
- Approval of the Warrant
- Approval of December Treasurer's Report

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

***USDA Rural Development Loan/Grant Documents for Water System Improvements
4-8:***

4. Authorization and Approval of United States Department of Agriculture Rural Development Deposit Agreement.

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

5. Authorization and Approval of Water and Waste System Grant Agreement between the City of Vienna, IL and the United States Department of Agriculture Rural Utilities Service

Motion _____ **Seconded** _____

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

6. Authorization and Approval of Loan Resolution Security Agreement in the amount of \$3,000,000.00

Motion _____ **Seconded** _____

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

7. Authorization and Approval of Loan Resolution Security Agreement in the amount of \$622,000.00

Motion _____ **Seconded** _____

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

8. Authorization and Approval of *Loan Resolution 26-02*, A Resolution of the City Council of the City of Vienna, IL Authorizing and Providing for the Incurrence of Indebtedness for the Purpose of Providing a Portion of the Cost of Acquiring, Constructing, Enlarging, Improving and/or Extending its Facility to Serve an Area Lawfully Within its Jurisdiction to Serve.

Motion _____ **Seconded** _____

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

Payment Request- #1 for Water System Improvements

9-12:

9. Authorization and Approval of Payment Request in the amount of \$722,871.78 from Bryant Construction Co. (Contract A)

Motion _____ **Seconded** _____

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

10. Authorization and Approval of Payment Request in the amount of \$136,127.50 from Midwest Petroleum & Excavating (Contract C)

Motion _____ **Seconded** _____

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

11. Authorization and Approval of Payment Request in the amount of \$138,600.00 from Horner & Shifrin, Inc Engineering- Inv #78829

Motion _____ **Seconded** _____

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

12. Authorization and Approval of Payment Request in the amount of \$6,090.88 from Kruger & Abell Law Firm- Attorney fees

Motion _____ **Seconded** _____

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

13. Authorization and Approval of Horner & Shifrin Resident Inspectors letter for Water System Improvements Project

Motion _____ **Seconded** _____

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

14. Authorization and Approval of proposal from Mott Excavating, Inc. for parking lot reclamation project at West Vine Street- not to exceed \$10,000.00 (General Funds)

Motion _____ **Seconded** _____

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

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

16. **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

17. **Adjournment:**

POSTED: 01-16-26 BY: A. Wright

DEPOSIT AGREEMENT
Rural Revolving Fund

NAMES OF DEPOSITORS		SOCIAL SECURITY
GOVERNMENT AGENCY NAME AND ADDRESS USDA, Rural Development 502 Comfort Drive Marion, IL 62959		NAME AND ADDRESS OF BANK, SAVINGS AND LOAN OR CREDIT UNION (<i>Including ZIP CODE</i>)
COUNTY AND STATE OF RESIDENCE	DATE OF DEPOSIT	ACCOUNT OR CERTIFICATE NUMBER (<i>If used</i>)
/ Illinois		

THIS AGREEMENT is made on the date indicated above, between the United States of America, acting through the United States Department of Agriculture, herein called the "Government," the above-named Depositors, called the "Depositor," and the above-named Bank, Savings and Loan, or Credit Union, called the "Financial Institution."

In consideration of loans or other advances of funds made by the Government and the depositing in the Financial Institution, to the credit of the Depositor in the account established pursuant to this agreement, of moneys, derived from such loans or other advances of funds, or moneys otherwise obtained by the Depositor, it is agreed as follows:

1. The Depositor assigns, transfers, and pledges to the Government the above mentioned account and deposits, made before or after this agreement, and conveys to the Government a security interest in all money deposited in this account, as security for the repayment of any and all indebtedness now or later owed by the Depositor to the Government, and for the performance of the obligations and agreements of the Depositor in connection with such advances or indebtedness.
2. No part of such deposits, account or money shall be withdrawn by the Depositor and no withdrawal shall be permitted by the Financial Institution except on the order of the Depositor and the counter-signature of a duly authorized representative of the Government. For RMAP, the Depositor may use the account for the purposes of making microloans, receiving payments from microborrowers, and making payments to the Government, except that with advance authorization of the Government, deposits of earned income may be made to the Loan Loss Reserve Fund.
3. Notwithstanding any other provision contained herein to the contrary, the Financial Institution will comply with instructions originated by the Government directing disposition of the funds in this account without further consent or approval by the Depositor. At any time upon written demand or order by the Government, the Financial Institution shall pay over to the Government the balance then on hand, or any part of the balance demanded. The death, disability, or insolvency of the Depositor shall not impair the power of the Government to demand or order such withdrawal.
4. The Financial Institution agrees that it will not assert any right of set off or recoupment, except service charges, with respect to the funds deposited pursuant to this agreement by reason of any indebtedness or claim now or later owed to or acquired by it. The Financial Institution further agrees that it will not obtain or claim a security interest in this account or in funds on deposit therein, that it will not, for the purposes of the Uniform Commercial Code, obtain or assert "control" of this account or the funds on deposit therein and that it hereby subordinates any security interest it may have or claim in this account or in the funds on deposit therein to the security interest granted to the Government in the agreement.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0158 and 0570-0062. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

5. The Financial Institution shall be under no obligation with respect to the expenditure of funds after their withdrawal from the Financial Institution in accordance with the provisions of this agreement. Upon making payment pursuant to an order or check duly executed by the Depositor and the countersigning officer, or pursuant to the written demand or order of the Government, the Financial Institution shall be discharged from all obligations with respect to the funds so released.
6. The Financial Institution further agrees that, at the end of each month it will forward a statement to the Government at the address shown above. If the checking account statement does not include sufficient information to reconcile the account, (the name of the payees or the check numbers and the amount of each check), the original canceled checks or either a microfilm copy or other reasonable facsimile of the canceled checks must be provided with the statement for reconciling the account. For RMAP, this requirement is not applicable.
7. The Financial Institution further agrees that if it did not return the original canceled checks to the Government with the statements, and the Government has a need for the original canceled checks, the Financial Institution, upon request by the Government, will furnish to the Government the requested original canceled checks or a certified microfilmed copy or other reasonable certified facsimile of the canceled checks in lieu of the original canceled checks. The Financial Institution agrees to provide this service to the Government with no fees being assessed to the Government or to the Depositor's account for the service. For RMAP, this requirement is not applicable.
8. For the purpose of this agreement and the Uniform Commercial Code, the Financial Institution's jurisdiction is the state shown in the block above of this agreement titled, "County and State of Residence."

IN WITNESS WHEREOF, the parties have entered into this agreement as of the day and year first written above.

FINANCIAL INSTITUTION _____

UNITED STATES OF AMERICA,

BY _____
(*Title*)

BY _____

DEPOSITOR _____

BY _____

DEPOSITOR _____

USDA, Rural Development

(*Agency*)

UNITED STATES DEPARTMENT OF AGRICULTURE

NOTE TO FINANCIAL INSTITUTION: *Please return signed original and copy, along with copy of deposit slip to the Government Agency office address listed on the front of this form.*

Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated _____, between

City of Vienna

a public corporation organized and operating under

65 ILCS

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 6,759,000.00 and has duly authorized the undertaking of such project.Grantee is able to finance not more than \$ 3,622,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.Said sum of \$ 3,622,000.00 has been committed to and by Grantee for such project development costs.Grantor has agreed to grant the Grantee a sum not to exceed \$ 3,137,000.00 or 46.41 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 46.41 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 3,137,000.00 which it will advance to Grantee to meet not to exceed 46.41 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Mayor

attested and its corporate seal affixed by its duly authorized

Attest:

By _____

(Title) _____

By _____

Steven Penrod

(Title) Mayor

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____

(Title)

RUS BULLETIN
1780-28
(Revised 2/15/00)

Position 5
LOAN RESOLUTION SECURITY AGREEMENT

APPROVED
OMB. NO. 0572-0121

A RESOLUTION OF THE City Council

OF THE City of Vienna

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS IN THE

PRINCIPAL AMOUNT OF 3,000,000.00 FOR THE PURPOSE

OF PROVIDING A PORTION OF THE COST OF ACQUIRING AND CONSTRUCTING A

Water, PROVIDING FOR THE COLLECTION, HANDLING, AND
DISPOSITION OF REVENUES THEREFROM, AND AUTHORIZING MAKINGS OF PROMISSORY NOTE(S),
SECURITY INSTRUMENTS, AND PLEDGES OF REVENUES TO EVIDENCE AND SECURE THE PAYMENT OF
SAID INDEBTEDNESS AND FOR RELATED PURPOSES.

WHEREAS, the City Council, (hereinafter
referred to as the "Organization"), was organized under 65 ILCS
for the purpose of providing a

(hereinafter referred to as the
"Facility") to serve the Members of the said Organization; and

WHEREAS, a meeting of the members of the said organization was held on the _____ day of _____
pursuant to proper notice thereof to consider plans for the acquisition and construction methods of financing the Facility:

and, as shown by the minutes of said meeting, of the _____ members of record of the organization there were
present and voting _____, and by a recorded majority vote, the Facility and its financing authorized; and,

WHEREAS, the proposed Facility is to be constructed and equipped in accordance with plans, and specifications
prepared by Horner and Shifrin

and in order to finance the Facility, the _____
(hereinafter referred to as the "Board") is authorized and empowered, in their discretion, for and in the name of the organization,
to make application to the United States of America, acting through the United States Department of Agriculture,
(hereinafter referred to as the "Government"), for financial assistance; to cause the execution and delivery of a
promissory note or notes or other evidence of indebtedness (hereinafter referred to as the "note"), and appropriate security instruments
to secure any loan or loans made or insured by the Government; to comply with any requirements, terms or conditions prescribed by the
Government or by Government regulations; and to execute contracts or enter into agreements and, without limitation, to take any and
all other action as may be necessary, incidental or appropriate to finance, acquire, construct, complete, and/or equip the Facility for and
on behalf of the Organization.

NOW THEREFORE, it is hereby resolved by the Board as follows:

Section 1. (Determination of Board). That it is necessary to defray a portion of the costs of financing the Facility by obtaining
a loan made or insured by the Government in accordance with applicable provisions of the Consolidated Farm and Rural Development
Act, it being determined that the Organization is unable to obtain sufficient credit elsewhere to finance the Facility, taking into
consideration prevailing private and cooperative rates and terms currently available;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Section 2. (Terms of Loan). That the Organization borrow 3000000 and issue as evidence thereof an installment promissory note in the form prescribed by the Government for the full principal amount of the loan. The note shall be signed by the President, attested by the Secretary and have the corporate seal of the Organization affixed thereto, and shall bear interest from its date, which shall be the date of delivery at a rate not to exceed 1 percent per annum; the principal and interest shall be paid over a period of 40 years in accordance with the payment schedule set forth in the promissory note, until the principal and interest are fully paid except the final payment of the entire indebtedness, if not sooner paid, shall be due and payable 40 years from the date of the note. Each payment shall be applied first to the payment of the accrued interest and second to the payment of the principal. Prepayments of any installment may be made in any amount at any time at the option of the Organization.

Section 3. (Assignment and Pledge of Revenue). The indebtedness hereby authorized to be incurred, together with the interest thereon, shall be payable from the gross income and revenue to be derived from the operation of the Facility, a sufficient portion of which, to pay the principal and interest as and when the same shall become due, is hereby assigned, and pledged and shall be set aside for that purpose and this assignment and pledge shall extend to and include any assessments that may be levied pursuant to Section 5 (d) hereof.

Section 4. (Protection and Disposition of Funds). The Treasurer of the Organization shall be the custodian of all funds of the Organization. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

The Treasurer is hereby directed to establish the following accounts into which the current funds of the Organization, note proceeds, the revenues from the Facility and any other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the indebtedness hereby authorized remains unpaid:

(a) Construction Account.

The proceeds of the borrowing hereby authorized not disbursed contemporaneously with loan closing for incurred Facility costs, and at least the amount of 0.00 to be contributed by the Organization from the collection of initial connection fees, membership fees or contributions shall be deposited in the Construction Account which shall be established as required by the Government. Withdrawals from the construction account shall be made only on checks signed by the

Treasurer of the Organization as authorized by the Board from time to time, and with prior concurrence of the Government. At the option of the Government, the construction account may be established as a "supervised bank account". Amounts in the supervised bank account exceeding \$100,000 shall be secured by the depository bank in advance in accordance with U.S. Treasury Department Circular No. 176. Withdrawals from a supervised bank account

shall be made only on checks signed by the Treasurer of the Organization and countersigned by an authorized official of the Department of Agriculture. The Organization's share of any insurance or liquidated damages and other monies paid by defaulting contractors or their sureties will be deposited in the Construction Account to assure completion of the Facility. When all construction costs have been paid in full, any balance remaining in the Construction Account may be applied on the loan or used for other authorized purposes that have been approved by the Government and the Construction Account shall be closed.

(b) General Account

As soon as the facility becomes revenue producing, all funds received shall be set aside in an account to be designated as the General Account, and disbursements and transfers from this account shall be in the following priority: Debt Service, Operations and Maintenance, transfers to Reserve Account. Monies deposited in the General Account shall be used only in the manner and order as follows:

(1) Borrowers making monthly USDA Debt Service Payments shall use the General Account for making such payments plus operating and maintenance expenses. Also, funds will be transferred from this account to the Reserve Account in accordance with (d) below.

(2) Borrowers making other than monthly USDA Debt Service Payments shall use the General Account to pay operating and maintenance expenses. Other transfers from this account will be made in the following order: (i) Transfers to the Debt Service Account will be made in accordance with (c) below, (ii) Transfers to the Reserve Account will be made in accordance with (d) below.

(c) **Debt Service Account**

For borrowers other than monthly debt service payments, transfers, in proportion to income availability, shall be made from the General Account and set aside in an account designated as the Debt Service Account, in sufficient amounts which will accumulate for the next installment on the note.

(d) **Reserve Account**

From the remaining funds in the General Account, after transfers and payments required in (b)(1) or (b)(2) and (c), there

shall be set aside into an account(s) designated as the Reserve Account(s) the sum of 761.50

each month until the sum of 91,380.00 is reached. With the prior written approval of the Government, funds may be withdrawn and used for such things as loan installments, emergency maintenance, extensions to facilities and replacement of short-lived assets, subject to conditions established by the Government.

(e) Whenever there shall accumulate in the General Account amounts in excess of those required in subsections (b)(1) and (2), (c), and (d), such excess will be used by the organization to make prepayments on the loan or retained in the General Account.

(f) The accounts required in subsections (b)(1) and (2), (c), and (d) may be established and maintained as bookkeeping accounts or as separate bank accounts at the election of the Organization, unless otherwise directed by the Government.

Section 5. (Other Covenants and Agreements of the Organization). The Organization covenants and agrees that so long as the indebtedness hereby authorized remains unpaid;

(a) It will indemnify the Government for any payments made or losses suffered by the Government.

(b) It will comply with applicable State laws and regulations and continually operate and maintain the Facility in good condition.

(c) It will impose and collect such rates and charges that gross revenues will be sufficient at all times to provide for payment of the operation and maintenance thereof; the installment payments on the note; and the maintenance of the various funds herein created. All service rendered by or use of the Facility shall be subject to the full rates prescribed in the rules and regulations of the Organization; no free service by or use of the Facility will be permitted.

(d) It will cause to be levied and collected such assessments as may be necessary to operate and maintain the Facility in good condition and meet installment payments on the note when the same become due if, for any reason, gross revenues are insufficient.

(e) It will establish and maintain such books and records relating to the operation of the system and its financial affairs, and will provide for the annual audit thereof, in such manner as may be required by the Government; will provide the Government without its request a copy of each such audit; and will make and forward to the Government such additional information and reports as it may from time to time require.

(f) It will provide the Government, at all reasonable times, access to all books and records relating to the Facility and access to the property of the Facility so that the Government may ascertain that the Organization is complying with the provisions hereof and with the provisions of other instruments incident to the making or insuring of the loan.

(g) It will maintain at least such insurance and fidelity bond coverage as may be required by the Government.

(h) It will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the Facility, exclusive of normal maintenance, without obtaining the prior written consent of the Government.

(i) It will not cause or permit any voluntary dissolution of its organization, or merge or consolidate with any other organization, without obtaining the prior written consent of the Government. It will not dispose of or transfer title to the facility or any part thereof, including lands and interest in lands, by sale, security instrument, lease or other encumbrance, without obtaining the prior written consent of the Government. Revenue in excess of the amount required to maintain the accounts described by Section 4 herein will not be distributed or transferred to any other organization or legal entity.

(j) It will not modify or amend the Articles of Incorporation or the Bylaws of the Organization without the written consent of the Government.

(k) It will provide adequate service to all persons within the service area who can feasibly and legally be served and will obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the organization or public body.

(l) All present and future contract rights, accounts receivable, and general intangibles arising in connection with the facility are pledged as security for the loan.

(m) It will comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing adverse environmental impacts of the facility's construction or operation.

Section 6. (Security Instruments). In order to secure the payment of the principal and interest of the note, the President and Secretary of the Organization are hereby authorized and directed to execute and deliver good and sufficient lien instruments, where necessary, encumbering the properties and assets both real and personal constituting said Facility, as completed or as the same may be thereafter extended, including an assignment and pledge of revenues and such other instruments as may be prescribed by the Government

Section 7. (Refinancing). If at any time it shall appear to the Government that the Organization is able to refinance the amount of the indebtedness then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources at reasonable rates and terms for loans for similar purposes and periods of time, the Organization will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take such actions as may be required in connection with such loan.

Section 8. ("Equal Employment Opportunity under Construction Contracts and Nondiscrimination"). The President and the Secretary be and they are hereby authorized and directed to execute for and on behalf of the Organization, Form RD 400-1, "Equal Opportunity Agreement", and Form RD 400-4, "Assurance Agreement".

Section 9. In the case of a grant in the sum not to exceed 2,605,000, the Organization hereby accepts the grant under the terms as offered by the Government and that the Mayor and Clerk of the Organization are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant and the Organization hereby resolves to operate the facility under the terms as offered in said grant agreement(s).

Section 10. Default under the provisions of this agreement or any instrument incident to the making or issuing of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Organization, and default under any such instrument may be construed by the Government to constitute default hereunder.

Section 11. (Resolution of Contract). The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instruments, shall constitute a contract between the Organization and the Government or assignee so long as the note hereby authorized remains unpaid.

Section 12. This resolution shall take effect and be in force from and after the _____ day of _____, being the date of its enactment.

The vote was: Yeas _____ Nays _____ Absent _____

City of Vienna

(SEAL) (if applicable)

By _____
Steven Penrod
Title _____
Mayor _____

Attest: _____

Title _____

CERTIFICATION

I, the undersigned, as secretary of the _____
City of Vienna
hereby certify that the _____
City Council _____ of such Organization or Corporation is composed of _____
members of whom _____, constituting a quorum, were present at a meeting thereof duly called and held on the _____ day
of _____; that the foregoing resolution was adopted at such meeting by the vote shown
above, and that said resolution has not been rescinded or amended in any way.

Dated, this _____ day of _____.

Secretary of _____

A RESOLUTION OF THE _____ **City Council**

OF THE _____ **City of Vienna**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS IN THE

PRINCIPAL AMOUNT OF 622,000.00 FOR THE PURPOSE

OF PROVIDING A PORTION OF THE COST OF ACQUIRING AND CONSTRUCTING A

Water _____, PROVIDING FOR THE COLLECTION, HANDLING, AND
DISPOSITION OF REVENUES THEREFROM, AND AUTHORIZING MAKINGS OF PROMISSORY NOTE(S),
SECURITY INSTRUMENTS, AND PLEDGES OF REVENUES TO EVIDENCE AND SECURE THE PAYMENT OF
SAID INDEBTEDNESS AND FOR RELATED PURPOSES.

WHEREAS, the _____ **City Council** _____, (hereinafter
referred to as the "Organization"), was organized under 65 ILCS
_____ for the purpose of providing a

_____ (hereinafter referred to as the
"Facility") to serve the Members of the said Organization; and

WHEREAS, a meeting of the members of the said organization was held on the _____ day of _____
pursuant to proper notice thereof to consider plans for the acquisition and construction methods of financing the Facility:

and, as shown by the minutes of said meeting, of the _____ members of record of the organization there were
present and voting _____, and by a recorded majority vote, the Facility and its financing authorized; and,

WHEREAS, the proposed Facility is to be constructed and equipped in accordance with plans, and specifications
prepared by _____

Horner and Shifrin

and in order to finance the Facility, the _____
(hereinafter referred to as the "Board") is authorized and empowered, in their discretion, for and in the name of the organization,
to make application to the United States of America, acting through the United States Department of Agriculture,
(hereinafter referred to as the "Government"), for financial assistance; to cause the execution and delivery of a
promissory note or notes or other evidence of indebtedness (hereinafter referred to as the "note"), and appropriate security instruments
to secure any loan or loans made or insured by the Government; to comply with any requirements, terms or conditions prescribed by the
Government or by Government regulations; and to execute contracts or enter into agreements and, without limitation, to take any and
all other action as may be necessary, incidental or appropriate to finance, acquire, construct, complete, and/or equip the Facility for and
on behalf of the Organization.

NOW THEREFORE, it is hereby resolved by the Board as follows:

Section 1. (Determination of Board). That it is necessary to defray a portion of the costs of financing the Facility by obtaining
a loan made or insured by the Government in accordance with applicable provisions of the Consolidated Farm and Rural Development
Act, it being determined that the Organization is unable to obtain sufficient credit elsewhere to finance the Facility, taking into
consideration prevailing private and cooperative rates and terms currently available;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Section 2. (Terms of Loan). That the Organization borrow 622000 and issue as evidence thereof an installment promissory note in the form prescribed by the Government for the full principal amount of the loan. The note shall be signed by the President, attested by the Secretary and have the corporate seal of the Organization affixed thereto, and shall bear interest from its date, which shall be the date of delivery at a rate not to exceed 3.125 percent per annum; the principal and interest shall be paid over a period of 40 years in accordance with the payment schedule set forth in the promissory note, until the principal and interest are fully paid except the final payment of the entire indebtedness, if not sooner paid, shall be due and payable 40 years from the date of the note. Each payment shall be applied first to the payment of the accrued interest and second to the payment of the principal. Prepayments of any installment may be made in any amount at any time at the option of the Organization.

Section 3. (Assignment and Pledge of Revenue). The indebtedness hereby authorized to be incurred, together with the interest thereon, shall be payable from the gross income and revenue to be derived from the operation of the Facility, a sufficient portion of which, to pay the principal and interest as and when the same shall become due, is hereby assigned, and pledged and shall be set aside for that purpose and this assignment and pledge shall extend to and include any assessments that may be levied pursuant to Section 5 (d) hereof.

Section 4. (Protection and Disposition of Funds). The Treasurer of the Organization shall be the custodian of all funds of the Organization. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

The Treasurer is hereby directed to establish the following accounts into which the current funds of the Organization, note proceeds, the revenues from the Facility and any other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the indebtedness hereby authorized remains unpaid:

(a) Construction Account.

The proceeds of the borrowing hereby authorized not disbursed contemporaneously with loan closing for incurred Facility costs, and at least the amount of 0.00 to be contributed by the Organization from the collection of initial connection fees, membership fees or contributions shall be deposited in the Construction Account which shall be established as required by the Government. Withdrawals from the construction account shall be made only on checks signed by the

Treasurer of the Organization as authorized by the Board from time to time, and with prior concurrence of the Government. At the option of the Government, the construction account may be established as a "supervised bank account". Amounts in the supervised bank account exceeding \$100,000 shall be secured by the depository bank in advance in accordance with U.S. Treasury Department Circular No. 176. Withdrawals from a supervised bank account

shall be made only on checks signed by the Treasurer of the Organization and countersigned by an authorized official of the Department of Agriculture. The Organization's share of any insurance or liquidated damages and other monies paid by defaulting contractors or their sureties will be deposited in the Construction Account to assure completion of the Facility. When all construction costs have been paid in full, any balance remaining in the Construction Account may be applied on the loan or used for other authorized purposes that have been approved by the Government and the Construction Account shall be closed.

(b) General Account

As soon as the facility becomes revenue producing, all funds received shall be set aside in an account to be designated as the General Account, and disbursements and transfers from this account shall be in the following priority: Debt Service, Operations and Maintenance, transfers to Reserve Account. Monies deposited in the General Account shall be used only in the manner and order as follows:

(1) Borrowers making monthly USDA Debt Service Payments shall use the General Account for making such payments plus operating and maintenance expenses. Also, funds will be transferred from this account to the Reserve Account in accordance with (d) below.

(2) Borrowers making other than monthly USDA Debt Service Payments shall use the General Account to pay operating and maintenance expenses. Other transfers from this account will be made in the following order: (i) Transfers to the Debt Service Account will be made in accordance with (c) below, (ii) Transfers to the Reserve Account will be made in accordance with (d) below.

(c) Debt Service Account

For borrowers other than monthly debt service payments, transfers, in proportion to income availability, shall be made from the General Account and set aside in an account designated as the Debt Service Account, in sufficient amounts which will accumulate for the next installment on the note.

(d) Reserve Account

From the remaining funds in the General Account, after transfers and payments required in (b)(1) or (b)(2) and (c), there

shall be set aside into an account(s) designated as the Reserve Account(s) the sum of 227.97

each month until the sum of 27,356.40 is reached. With the prior written approval of the Government, funds may be withdrawn and used for such things as loan installments, emergency maintenance, extensions to facilities and replacement of short-lived assets, subject to conditions established by the Government.

(e) Whenever there shall accumulate in the General Account amounts in excess of those required in subsections (b)(1) and (2), (c), and (d), such excess will be used by the organization to make prepayments on the loan or retained in the General Account.

(f) The accounts required in subsections (b)(1) and (2), (c), and (d) may be established and maintained as bookkeeping accounts or as separate bank accounts at the election of the Organization, unless otherwise directed by the Government.

Section 5. (Other Covenants and Agreements of the Organization). The Organization covenants and agrees that so long as the indebtedness hereby authorized remains unpaid;

(a) It will indemnify the Government for any payments made or losses suffered by the Government.

(b) It will comply with applicable State laws and regulations and continually operate and maintain the Facility in good condition.

(c) It will impose and collect such rates and charges that gross revenues will be sufficient at all times to provide for payment of the operation and maintenance thereof; the installment payments on the note; and the maintenance of the various funds herein created. All service rendered by or use of the Facility shall be subject to the full rates prescribed in the rules and regulations of the Organization; no free service by or use of the Facility will be permitted.

(d) It will cause to be levied and collected such assessments as may be necessary to operate and maintain the Facility in good condition and meet installment payments on the note when the same become due if, for any reason, gross revenues are insufficient.

(e) It will establish and maintain such books and records relating to the operation of the system and its financial affairs, and will provide for the annual audit thereof, in such manner as may be required by the Government; will provide the Government without its request a copy of each such audit; and will make and forward to the Government such additional information and reports as it may from time to time require.

(f) It will provide the Government, at all reasonable times, access to all books and records relating to the Facility and access to the property of the Facility so that the Government may ascertain that the Organization is complying with the provisions hereof and with the provisions of other instruments incident to the making or insuring of the loan.

(g) It will maintain at least such insurance and fidelity bond coverage as may be required by the Government.

(h) It will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the Facility, exclusive of normal maintenance, without obtaining the prior written consent of the Government.

(i) It will not cause or permit any voluntary dissolution of its organization, or merge or consolidate with any other organization, without obtaining the prior written consent of the Government. It will not dispose of or transfer title to the facility or any part thereof, including lands and interest in lands, by sale, security instrument, lease or other encumbrance, without obtaining the prior written consent of the Government. Revenue in excess of the amount required to maintain the accounts described by Section 4 herein will not be distributed or transferred to any other organization or legal entity.

(j) It will not modify or amend the Articles of Incorporation or the Bylaws of the Organization without the written consent of the Government.

(k) It will provide adequate service to all persons within the service area who can feasibly and legally be served and will obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the organization or public body.

(l) All present and future contract rights, accounts receivable, and general intangibles arising in connection with the facility are pledged as security for the loan.

(m) It will comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing adverse environmental impacts of the facility's construction or operation.

Section 6. (Security Instruments). In order to secure the payment of the principal and interest of the note, the President and Secretary of the Organization are hereby authorized and directed to execute and deliver good and sufficient lien instruments, where necessary, encumbering the properties and assets both real and personal constituting said Facility, as completed or as the same may be thereafter extended, including an assignment and pledge of revenues and such other instruments as may be prescribed by the Government

Section 7. (Refinancing). If at any time it shall appear to the Government that the Organization is able to refinance the amount of the indebtedness then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources at reasonable rates and terms for loans for similar purposes and periods of time, the Organization will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take such actions as may be required in connection with such loan.

Section 8. ("Equal Employment Opportunity under Construction Contracts and Nondiscrimination"). The President and the Secretary be and they are hereby authorized and directed to execute for and on behalf of the Organization, Form RD 400-1, "Equal Opportunity Agreement", and Form RD 400-4, "Assurance Agreement".

Section 9. In the case of a grant in the sum not to exceed 532000, the Organization hereby accepts the grant under the terms as offered by the Government and that the Mayor and Clerk of the Organization are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant and the Organization hereby resolves to operate the facility under the terms as offered in said grant agreement(s).

Section 10. Default under the provisions of this agreement or any instrument incident to the making or issuing of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Organization, and default under any such instrument may be construed by the Government to constitute default hereunder.

Section 11. (Resolution of Contract). The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instruments, shall constitute a contract between the Organization and the Government or assignee so long as the note hereby authorized remains unpaid.

Section 12. This resolution shall take effect and be in force from and after the _____ day of _____, being the date of its enactment.

The vote was: **Years** **Nays** **Absent**

City of Vienna

(SEAL) (if applicable)

By _____ Steven Penrod
Title Mayor

1400

Title _____

CERTIFICATION

I, the undersigned, as secretary of the _____, City of Vienna
hereby certify that the _____, City Council _____, of such Organization or Corporation is composed of _____
members of whom _____, constituting a quorum, were present at a meeting thereof duly called and held on the _____ day
of _____; that the foregoing resolution was adopted at such meeting by the vote shown
above, and that said resolution has not been rescinded or amended in any way.

Dated, this _____ day of _____;

Secretary of _____

LOAN RESOLUTION *26-02*
(Public Bodies)A RESOLUTION OF THE **City Council**OF THE **City of Vienna**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **City of Vienna**

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Three Million Six Hundred Twenty-Two Thousand & 00 100pursuant to the provisions of **65 ILCS**

; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 3,137,000.00

under the terms offered by the Government; that the Mayor

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council _____ of the

City of Vienna _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By Steven Penrod

Attest:

Title Mayor

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **City of Vienna**
hereby certify that the **City Council** _____ of such Association is composed of
_____ members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

1/7/26

Name of Borrower City of Vienna

Items	Amount of Funds
Development	\$ 858,999.27
Contract or Job No. <u>"A" - Watermain</u>	
Contract or Job No. <u>"B" - Tank Painting</u>	
Contract or Job No. <u>"C" WTP Rehab</u>	
Land and Rights-of-Way	
Legal Services	6,090.88
Engineering Fees	138,600.00
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 1,003,690.15

Prepared by City of Vienna

Name of Borrower

By Steve Penrod - Mayor

Date 1/7/26

Approved by _____

Date _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

City of Vienna
Vienna Water Improvements - Contract A - In-Town Watermain Replacements

Contractor: Bryant Construction
 370 Bryant Road
 Harrisburg, IL 62946

H/S Project #: 21051CZ000
Contractor Project #:
Funding Agency Project #:

Pay Estimate #1

Pay Period 1/23/2025 to 1/7/2026

Item#	Description	Units	Unit Cost	Original Contract		Change Order # 1		Adjusted Contract		This Estimate		Quantity	To Date	Percent Complete
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
1	6" PVC CL 200 SDR 21 Water Main Trenched	LF	\$ 355.00	12,380	\$ 4,543,300.00	13,380	\$ 468,500.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
2	6" YELLO CL 200 SDR 21 Directional Bore Bore	LF	\$ 370.00	10,000	\$ 700,000.00	10,000	\$ 700,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
3	10" YELLO CL 200 SDR 21 Directional Bore Casting	LF	\$ 175.00	960	\$ 168,000.00	5	\$ 168,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
4	6" YELLO CL 200 SDR 21 Inside Casting	LF	\$ 570.00	1,650	\$ 812,000.00	1,650	\$ 812,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
5	4" x 6" Interconnect	EA	\$ 4,000.00	1	\$ 4,000.00	1	\$ 4,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
6	6" x 6" Interconnect	EA	\$ 55,000.00	23	\$ 115,000.00	5	\$ 115,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
7	8" x 6" Interconnect	EA	\$ 53,000.00	31	\$ 39,000.00	5	\$ 39,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
8	6" Gate Valve w/ Box	EA	\$ 1,500.00	43	\$ 92,000.00	5	\$ 92,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
9	Cut, Cap, and Block Existing Water Main	EA	\$ 1,500.00	43	\$ 64,500.00	5	\$ 64,500.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
10	Locator Wire	EA	\$ 1,00	24,540	\$ 24,540.00	5	\$ 24,540.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
11	Remove and Replace Concrete Sidewalk	SF	\$ 20.00	204	\$ 5,680.00	5	\$ 5,680.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
12	DA-6	TON	\$ 50.00	955	\$ 28,550.00	5	\$ 28,550.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
13	Existing Service Connect	EA	\$ 1,000.00	267	\$ 267,000.00	5	\$ 267,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
14	3" x 6" HDPE CT/S DR 9 Service Line Trenched	EA	\$ 20.00	4,425	\$ 88,500.00	5	\$ 88,500.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
15	3" x 6" HDPE CT/S DR 9 Service Line Boxed	TON	\$ 25.00	5,550	\$ 130,750.00	5	\$ 130,750.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
16	Fire Hydrant w/ Aux. Valve	EA	\$ 55,000.00	47	\$ 258,500.00	5	\$ 258,500.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
17	Hydrant Removal	EA	\$ 1,000.00	42	\$ 42,000.00	5	\$ 42,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
18	Watermain Piggery	LF	\$ 1.00	24,540	\$ 24,540.00	5	\$ 24,540.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
19	Reclamation	LF	\$ 1.00	24,540	\$ 24,540.00	5	\$ 24,540.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
20	Pavement Removal and Replacement	SY	\$ 1,000.00	40	\$ 4,000.00	5	\$ 4,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
21	Valve Removal	EA	\$ 1,000.00	43	\$ 43,000.00	5	\$ 43,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
22	Water & Sewer Separation	LF	\$ 1,000.00	1080	\$ 1,080,000.00	5	\$ 1,080,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
23	Frac Protection Lines	EA	\$ 1,000.00	10	\$ 10,000.00	5	\$ 10,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
24	Exploratory Dugging	HR	\$ 2275.00	40	\$ 11,000.00	5	\$ 11,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00%	0.00%	0.00%
25														
26														
27														
28														
29														
30														
31														
32														
Stored Materials				US	\$ 1.00	TOTAL	\$ 2,411,700.00	\$ 0.00	\$ 2,811,700.00	\$ 0.00	\$ 760,917.66	\$ 760,917.66	0.00%	

* Denotes item added thru Change Order

PROJECT

Original Contract Amount: \$ 2,811,700.00
 Change Order #1 Dollar Change: \$ -
 Current Contract Amount: \$ 2,811,700.00

Total Complete and Stored To Date: \$ 760,917.66 x 5% \$ 38,045.88

Work completed to date: \$ 760,917.66 x 5% \$ 38,045.88

Total Amount Retainage: \$ 760,917.66 x 5% \$ 38,045.88

Amount Eligible to Date: \$ 722,871.78

Less Previous Payments: \$ -

Amount due this pay estimate \$ 722,871.78

% Project complete: 0.00%

Balance to Finish, Plus Retainage: \$ 2,088,828.22

Approved By:

Contractor:

Bryant Construction

Engineer:

Haley Huie, Project Manager - Hornor Shifrin Inc.

Owner:

Steve Penrod, Mayor - City of Vienna

HORNER SHIFRIN

Invoice



1203864-00

Invoice Date 1/7/26
 PO Date 12/2/25
 Sales Rep Dave Albin
 PO #/JOB VIENNA
 Customer # 1029

Page # 1

Bill To Bryant Construction Co Inc 370 Bryant Road	Ship To WATERMAIN REPLACEMENT "A" MASON BRYANT (618)-841-6102	Correspondence To Utility Pipe Sales 11802 N Green River Rd
Harrisburg, IL 62946	VIENNA, IL 62995	Evansville, IN 47725
		Phone: 800-234-7471 Fax: 812-867-7476 Email: ar@utilpipe.com

Instructions

WH 002	Via Our Truck	Shipped 1/7/26	Terms NET 30 DAYS
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Notes

Line	Product and Description	Order Quantity	Backorder Quantity	Shipped Quantity	UM	Unit Price	Extension
1	MJD64RED 6" X 4" MJ REDUCER DOMESTIC	1.00	0.00	1.00	EA	110.44	110.44
2	MJD6HYT 6" MJ HYDRANT TEE DOMESTIC	20.00	0.00	20.00	EA	312.91	6,258.20
3	MJD6T 6" X 6" MJ TEE DOMESTIC	70.00	0.00	70.00	EA	271.25	18,987.50
4	MJD622B 6" MJ 22.5 BEND DOMESTIC	3.00	0.00	3.00	EA	141.44	424.32
5	MJD645B 6" MJ 45 BEND DOMESTIC	4.00	0.00	4.00	EA	155.00	620.00
6	MJD6CROSS 6" MJ CROSS DOMESTIC	3.00	0.00	3.00	EA	507.63	1,522.89
7	MJD690B 6" MJ 90 BEND DOMESTIC	23.00	0.00	23.00	EA	188.91	4,344.93

8	MJD413AC 4" X 13" MJ ANCHOR COUPLING DOMESTIC	1.00	0.00	1.00	EA	300.20	300.20
9	MJD6SSLP 6" MJ SOLID SLEEVE LP DOMESTIC	54.00	0.00	54.00	EA	165.66	8,945.64
10	MJD6CAP 6" MJ CAP DOMESTIC	23.00	0.00	23.00	EA	96.88	2,228.24
11	MJD8CAP 8" MJ CAP DOMESTIC	6.00	0.00	6.00	EA	150.16	900.96
12	MJD613AC 6" X 13" MJ ANCHOR COUPLING DOMESTIC	57.00	0.00	57.00	EA	264.84	15,095.88
13	MJD4CAP 4" MJ CAP DOMESTIC	14.00	0.00	14.00	EA	57.16	800.24
14	MJD618AC 6" X 18" MJ ANCHOR COUPLING DOMESTIC	4.00	0.00	4.00	EA	313.32	1,253.28
15	MJD624AC 6" X 24" MJ ANCHOR COUPLING DOMESTIC	10.00	0.00	10.00	EA	375.99	3,759.90
16	CVB562D DOMESTIC 562 SCREW VALVE BOX W/LID	107.00	0.00	107.00	EA	203.44	21,768.08
17	MJ6G 6" MJ GASKETS	198.00	0.00	198.00	EA	10.05	1,989.90
18	MJ4G 4" MJ GASKET	16.00	0.00	16.00	EA	10.05	160.80
19	TG6 6" TRANSITION GASKET	500.00	0.00	500.00	EA	11.60	5,800.00
20	MJDGLAND6 6" DOMESTIC MJ GLAND ONLY	500.00	0.00	500.00	EA	18.60	9,300.00
21	MJDGLAND4 4" DOMESTIC MJ GLAND ONLY	16.00	0.00	16.00	EA	17.57	281.12
22	MJDGLAND8 8" DOMESTIC MJ GLAND ONLY	6.00	0.00	6.00	EA	22.73	136.38
23	BNGSS3435TB 3/4" X 3 1/2" 304 SS T-BOLT WITH NUT	4,260.00	0.00	4,260.00	EA	9.09	38,723.40
24	MJ8G 8" MJ GASKET	6.00	0.00	6.00	EA	10.83	64.98

25	BNGSS344TB 3/4" X 4" 304 SS T-BOLT & NUT	36.00	0.00	36.00	EA	9.17	330.12
25	Lines Total					Subtotal	144,107.40
						Taxes	0.00
						Total	144,107.40

2% SERVICE CHARGE APPLIES TO ALL INVOICES 60 DAYS PAST INVOICE DATE

Invoice**1202218-00****Invoice Date**

1/7/26

Sales Rep

Dave Albin

Customer #

1029

PO Date

9/3/25

PO #/JOB

VIENNA

Page #

1

Bill ToBryant Construction Co Inc
370 Bryant Road**Ship To**WATERMAIN REPLACEMENT "A"
MASON BRYANT (618)-841-6102**Correspondence To**Utility Pipe Sales
11802 N Green River Rd

Harrisburg, IL 62946

VIENNA, IL 62995

Evansville, IN 47725

Phone: 800-234-7471

Fax: 812-867-7476

Email: ar@utilpipe.com**Instructions**

WH 002	Via Direct	Shipped 1/7/26	Terms NET 30 DAYS
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Notes

Line	Product and Description	Order Quantity	Backorder Quantity	Shipped Quantity	UM	Unit Price	Extension
1	P216G 6" SDR 21 PVC PIPE GASKET JOINT, 20' LENGTH	13,520.00	0.00	13,520.00	FT	10.98	148,449.60
1	Lines Total					Subtotal	148,449.60
						Taxes	0.00
						Total	148,448.60

2% SERVICE CHARGE APPLIES TO ALL INVOICES 60 DAYS PAST INVOICE DATE

Invoice

1202199-000



Invoice Date	Sales Rep	Customer #
1/7/26	Dave Albin	1029
PO Date	PO #/JOB	Page #
9/2/25	VIENNA WATERMAIN	1

Bill To Bryant Construction Co Inc 370 Bryant Road	Ship To WATERMAIN REPLACEMENT "A" MASON BRYANT (618)-841-6102	Correspondence To Utility Pipe Sales 11802 N Green River Rd
Harrisburg, IL 62946	VIENNA, IL 62995	Evansville, IN 47725
		Phone: 800-234-7471 Fax: 812-867-7476 Email: ar@utilpipe.com

Instructions

WH 002	Via Our Truck	Shipped 1/7/2026	Terms NET 30 DAYS
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Notes

Line	Product and Description	Order Quantity	Backorder Quantity	Shipped Quantity	UM	Unit Price	Extension
6	VAKE6MJFLB 6" MJ X FLG KENNEDY GV OL, LESS ACCYS, BABA	29.00	0.00	29.00	EA	1,000.63	29,018.27
7	VAKE6MJLB 6" MJ OL KENNEDY GV OPEN LEFT, BABA	78.00	0.00	78.00	EA	1,000.63	78,049.14
8	VAKE4MJFLB 4" MJ X FLG KENNEDY GV OL, L/ACCYS, BABA	1.00	0.00	1.00	EA	764.91	764.91
9	FHK8140B K81 5 1/4, 3WAY, HYD. 4'0" BURY 6" MJ, BABA	47.00	0.00	47.00	EA	3,430.94	161,254.18
10	N-CCSPL-0690-217 6" X 12" POLY CLEAR BELL SPACER	24.00	0.00	24.00	each	108.93	2,614.32
11	N-CES01-0663-1275 6 X 12 MODEL AW END SEAL	2.00	0.00	2.00	each	106.42	212.84
6	Lines Total					Subtotal	271,913.66
						Taxes	0.00
						Total	271,913.66

2% SERVICE CHARGE APPLIES TO ALL INVOICES 60 DAYS PAST INVOICE DATE

Invoice



1202220-00

Invoice Date 1/7/25 Sales Rep Dave Albin Customer # 1029
PO Date 9/3/25 PO #/JOB VIENNA

Page # 1

Bill To
Bryant Construction Co Inc
370 Bryant Road

Ship To
WATERMAIN REPLACEMENT "A"
MASON BRYANT (618)-841-6102

Correspondence To
Utility Pipe Sales
11802 N Green River Rd

Harrisburg, IL 62946

VIENNA, IL 62995

Evansville, IN 47725

Phone: 800-234-7471
Fax: 812-867-7476
Email: ar@utilpipe.com

Instructions

WH 002	Via Direct	Shipped 1/7/25	Terms NET 30 DAYS
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Notes

Line	Product and Description	Order Quantity	Backorder Quantity	Shipped Quantity	UM	Unit Price	Extension
1	PY621 6" YELOMINE- IB SDR 21	11,200.00	0.00	11,200.00	FT	17.54	196,448.00
1	Lines Total					Subtotal Taxes Total	196,448.00 0.00 196,448.00

2% SERVICE CHARGE APPLIES TO ALL INVOICES 60 DAYS PAST INVOICE DATE



Contractor's Application for Payment No. 1

EJCDC		Contractor's Application for Payment No.	
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Date:	1/7/2026
To	Application Period:	Dec-25	
(Owner):	From (Contractor):	Midwest Petroleum & Excavating	
Project:	Contract:	C - WTP Rehabilitation	
Owner's Contract No.:	Contractor's Project No.:		Engineer's Project No.:
		21051CZ000	

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE.....	\$ 1,418,925.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 1,418,925.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 143,292.10
			5. RETAINAGE:	
			a. 5% X _____ Work Completed.....	\$
			b. 5% X _____ \$143,292.10 Stored Material.....	\$ 71,646.61
			c. Total Retainage (Line 5a + Line 5b).....	\$ 71,646.61
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 136,127.50
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ 136,127.50
			9. BALANCE TO FINISH, PLUS RETAINAGE	
NET CHANGE BY CHANGE ORDERS	TOTALS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with

the Work covered by prior Applications for Payment;

(2) I title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

City of Vienna
Vienna Water Improvements - Contract C - WTP Rehab

Contractor: Midwest Petroleum & Excavating
1219 RT 14, PO Box 937
Benton, IL 62812

H/S Project #: 21051CZ00
Contractor Project #:
Funding Agency Project #:

HORNER SHIFFRIN

Date:	10/25/2023	Pay Estimate		Pay Period	12/1/2025	#1	to	12/31/2025	Original Contract		Change Order # 1	Adjusted Contract	This Estimate		To Date	Cost	Percent Complete
Item#	Description	Units	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Cost	
1	High Service Pump Replacement	EA	\$ 74,500.00	2	\$ 149,000.00	-	-	2.00	\$ 149,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
2	Clear Well to Ground Storage Pump	EA	\$ 65,000.00	1	\$ 65,000.00	-	-	1.00	\$ 65,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
3	Sand Blast & Paint WTP Tanks	EA	\$ 154,000.00	1	\$ 154,000.00	-	-	1.00	\$ 154,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
4	WTP Internal Parts Remove and Replace	LS	\$ 685,000.00	1	\$ 685,000.00	-	-	1.00	\$ 685,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
5	Air/Vacuum Valve on Backwash Pumps	LS	\$ 5,226.00	2	\$ 10,500.00	-	-	1.00	\$ 10,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
6	8" HDPE Filtration Effluent Line Replacement	EA	\$ 19,550.00	1	\$ 19,550.00	-	-	1.00	\$ 19,550.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
7	Electrical	LS	\$ 308,525.00	1	\$ 308,525.00	-	-	1.00	\$ 308,525.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
8	Telemetry	LS	\$ 27,350.00	1	\$ 27,350.00	-	-	1.00	\$ 27,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%	
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33	Stored Materials	LS	\$ 1.00	-	\$ -			-	\$ -		\$ 143,292.10		\$ 143,292.10		\$ 143,292.10		
* Denotes Item added thru Change Order																	
PROJECT																	
Original Contract Amount:																	
Change Order #1 Dollar Change:																	
Current Contract Amount:																	
Total Complete and Stored to Date:																	
Retainage																	
Total Amount Retainage:																	
Work completed to date:	\$ 143,292.10	x 5%	\$ 7,164.61														
Stored Material to date:	\$ 143,292.10	x 5%	\$ 7,164.61														
Amount Eligible to Date:	\$ 136,127.49																
Less Previous Payments:	\$ -																
Amount due this pay estimate	\$ 136,127.49																
% Project complete:																	
Balance to Finish, Plus Retainage:																	
Owner:																	

Approved By:

Contractor:

Midwest Petroleum & Excavating

Engineer:

Haley Huie, Project Manager - Horner Shiffrin Inc.

Owner:

Steve Penrod, Mayor - City of Vienna



Smith & Loveless Inc.
14040 SANTA FE TRAIL DRIVE
LENEXA, KS 66215-1284
Phone: 913-888-5201
Fax: 913-888-2173
www.smithandloveless.com

INVOICE 201426

SALES ORDER NO.	DATE INVOICED
0	12/31/2025
PACKING SLIP NO.	DATE SHIPPED
0	
PAYMENT TERMS	
DUE UPON RECEIPT	
SALES REPRESENTATIVE	
MUNICIPAL EQPT CO	
CUSTOMER PURCHASE ORDER NO. SHIPPED VIA	
SHIPPED VIA	

SOLD TO	38982 MIDWEST PETROLEUM & EXCAVATING, INC PO BOX 544 BENTON IL 62812 USA	SHIP TO	38982 MIDWEST PETROLEUM & EXCAVATING, INC PO BOX 544 BENTON IL 62812 USA
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ITEM	PRODUCT/DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B.O.	UNIT PRICE	TOTAL PRICE
1	** SERIAL NUMBER(S) ** S&L S/N: 64-00374-V, 64-00375-V PROJECT NAME: VIENNA, IL (WTP REHAB) PROJECT LOCATION: VIENNA, IL PO NUMBER: N/A TERMS: DUE UPON RECEIPT BILLING NUMBER: 1/3 (10% WITH THE ORDER)		1		\$0.00	\$40,940.60

REMIT TO:
Smith & Loveless, Inc.
Attn: A/R
14040 Santa Fe Trail Drive
Lenexa, KS 66215-1284

ATTN: If we have charged state and local sales taxes, and you are tax exempt, please forward with your remittance a copy of your exemption certificate

SUBTOTAL	\$40,940.60
Discount	\$0.00
Tax	\$0.00
Credit	\$0.00
Total	\$40,940.60



Smith & Loveless Inc.
 14040 SANTA FE TRAIL DRIVE
 LENEXA, KS 66215-1284
 Phone: 913-888-5201
 Fax: 913-888-2173
 www.smithandloveless.com

INVOICE 201427

SALES ORDER NO.	DATE INVOICED
0	12/31/2025
PACKING SLIP NO.	DATE SHIPPED
0	
PAYMENT TERMS	
DUE UPON RECEIPT	
SALES REPRESENTATIVE	
MUNICIPAL EQPT CO	
CUSTOMER PURCHASE ORDER NO. SHIPPED VIA	
SHIPPED VIA	

SOLD TO	38982 MIDWEST PETROLEUM & EXCAVATING, INC PO BOX 544 BENTON IL 62812 USA	SHIP TO	38982 MIDWEST PETROLEUM & EXCAVATING, INC PO BOX 544 BENTON IL 62812 USA
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ITEM	PRODUCT/DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B.O.	UNIT PRICE	TOTAL PRICE
1			1			\$102,351.50
** SERIAL NUMBER(S) **						
S&L S/N: 64-00374-V, 64-00375-V PROJECT NAME: VIENNA, IL (WTP REHAB) PROJECT LOCATION: VIENNA, IL PO NUMBER: N/A TERMS: DUE UPON RECEIPT BILLING NUMBER: 2/3 (25% UPON DELIVERY OF SUBMITTAL DATA FOR APPROVAL)						

REMIT TO: Smith & Loveless, Inc. Attn: A/R 14040 Santa Fe Trail Drive Lenexa, KS 66215-1284
--

ATTN: If we have charged state and local sales taxes, and you are tax exempt, please forward with your remittance a copy of your exemption certificate

SUBTOTAL	\$102,351.50
Discount	\$0.00
Tax	\$0.00
Credit	\$0.00
Total	\$102,351.50



THE POWER HOUSE AT UNION STATION • 401 S. 18th ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296
314-531-4321 • FAX 314-531-6966 • www.HornerShifrin.com

December 31, 2025
Invoice No: 78829

Steve Penrod
City of Vienna, Illinois
P O Box 1442
205 N 4th Street
Vienna, IL 62995-1442

INVOICE

Project Manager

Haley Huie

Project

21051CZ00

VIENNA 2021 WATER IMPROVEMENTS

Services performed prior to December 30, 2025

Phase Design

Lump Sum

Total Fee 462,000.00

Percent Complete	80.00	Total Earned	369,600.00
		Previous Fee Billing	231,000.00
		Current Fee Billing	138,600.00
		Total Fee	138,600.00

Phase Total **\$138,600.00**

Total This Invoice **\$138,600.00**

KRUGER & ABELL LAW FIRM

Richard Kruger
Rick W. Abell

Of Counsel:
Terry J. Foster

Attorneys at Law
110 W. 5th Street
P.O. Box 568
Metropolis, IL 62960

Telephone
(618) 524-9302

Fax
(618) 524-9305

INVOICE

January 7, 2026

City of Vienna
205 North 4th Street
Vienna, IL 62995

RE: Water Project
RA 17279

Date	For Professional Services:	Hours
04/30/24	Review email and documents from city engineer	1.0
05/01/24	Email – Water tower title from engineer	.5
05/06/24	Discuss title w/ PT / Review and send documents	.4
05/07/24	Review file from engineer / Teleconf. w/ engineer to discuss project, properties, timing Discuss w/ staff re: search	.8
06/03/24	Review files at city hall w/ MH + ML Meet w/ water manager at plant	1.0
08/06/24	Conf. w/ Pam Tyson re: real estate search	.4
08/19/24	Water project – Title search on easement	3.0
08/20/24	Water project – Emails w/ HH / Teleconf. w/ HH Review and revise ordinance / email w/ AW Prepare Prelim. Op. of Title / Research and obtain other RD forms needed	1.5
01/08/25	Travel to/from Vienna / Search title on water treatment plant property	3.0

01/15/25	Review title search information on water plant	.5
02/18/25	Rural Dev – Reviewing title work to prepare letter to engineer	1.0
02/24/25	Email Hailey Huie re: property affecting water plant	.3
03/10/25	Water project, work on right of way docket	1.5
03/11/25	Preparing ROW docket/ emails w/HH and letter	1.0
03/20/25	emails w/SP and HH	.6
03/26/25	Water Project – teleconf w/Haley Huie re: other deeds and impact/ steps remaining. Contract review	.3
04/21/25	Finalizing ROW docket	.5
04/21/25	Emails w/ Engineer / review contract	.8
04/22/25	Water project - deliver ROW cert. for Mayor / Clerk	.5
04/24/25	Complete ROW work / email to HH	.4
06/05/25	Water Project – emails w/ HH / teleconf w/ HH / review file	.4
06/16/25	Water Project – email from MM Kee	.3
09/11/25	Water Project – review email from HH – opinion needed	.3
10/10/25	Review contracts A & B for water project / bond & insurance	2.0
10/17/25	Emails w/ HH re: status / review Contract C	1.0
10/27/25	Email from SP re: Gilmore + Bell	.2
11/12/25	Research RD forms for certification	1.0
11/13/25	Review USDA for attorney certification form, look at old one from other projects / emails w/ MM	.7
11/14/25	Emails w/ MM @ RD / prepare certificate and examine bonds and insurance on Contract C	.5

11/17/25	Prepare Cert of Attorney for Contract Docs and email	.2
12/12/25	Reviewing email w/ Bond, Note, etc	.4
12/15/25	Emails setting closing	.3
12/17/25	Review Bond Ordinance / Borrowing Ordinance and loan docs / Prep notes for presentation to City Council	1.0
12/23/25	Emails w/ SP re: signing contract	.3
1/5/26	Review email and docs w/ MM re: agenda, bills to be paid / Commitment letter from RD	.4
1/7/26	Travel to/from Vienna / loan closing w/ Banterra, MM, SP, HH	2.0

Total Hours = 30

Mileage & Expenses

08/19/24	Rick Abell - Mileage – Traveling to/from Vienna for water project	\$29.48
04/22/25	Rick Abell – Mileage – Traveling to/from Vienna for water project	\$30.60
1/7/26	Rick Abell – Mileage – Traveling to/from Vienna for loan closing	\$30.80

Total Expenses = \$90.88

30 @ \$200/hour = \$6,000.00

Total attorney fees and expenses = \$6,090.88

Analysis of Funds

Project	In-Town Watermain Replacement (Contract A), Elevated Storage Tank Painting (Contract B), WTP Rehab (Contract C)				
Location	City of Vienna				
Funding Source	USDA Rural Development				
Contractor	Bryant Construction (Cont. A), Elevation (Cont. B), Midwest (Cont. C)				
H/S Job No.	21051				
H/S Project Manager	Haley Huie				

	Previously	Jan-26	Feb-26	Mar-26	Total	Remaining
In-Town Watermain Replacement	\$ 2,843,754.04	\$ 722,871.78			\$ 722,871.78	\$ 2,120,882.26
Elevated Storage Tank Painting	\$ 537,700.00				\$ -	\$ 537,700.00
WTP Rehab	\$ 1,418,925.00	\$ 136,127.50			\$ 136,127.50	\$ 1,282,797.50
22042 - Rte. 146 Water Reimbursement	\$ 540,403.00	\$ 540,403.00			\$ 540,403.00	\$ -
Contingency	\$ 240,016.25				\$ -	\$ 240,016.25
Preliminary Engineering	\$ 25,000.00	\$ 25,000.00			\$ 25,000.00	\$ -
Environmental Engineering	\$ 5,000.00				\$ -	\$ 5,000.00
Design Engineering	\$ 551,912.30	\$ 231,000.00	\$ 138,600.00		\$ 369,600.00	\$ 182,312.30
Construction Engineering	\$ 334,651.64				\$ -	\$ 334,651.64
Interest During Construction	\$ 168,000.00				\$ -	\$ 168,000.00
Engineering Additional Services	\$ 38,564.18				\$ -	\$ 38,564.18
Legal (Attorney)	\$ 15,000.00	\$ 6,090.88			\$ 6,090.88	\$ 8,909.12
Legal (Bond Counsel)	\$ 40,000.00				\$ -	\$ 40,000.00
Total	\$ 6,758,926.41	\$ 796,403.00	\$ 1,003,690.16	\$ -	\$ 1,800,093.16	\$ 4,958,833.25

RD Loan	\$ 3,622,000.00		\$ 1,003,690.16		\$ 1,003,690.16	\$ 2,618,309.84
RD Grant	\$ 3,137,000.00				\$ -	\$ 3,137,000.00
Local Funds	\$ -	\$ 796,403.00			\$ 796,403.00	\$ (796,403.00)
Total	\$ 6,759,000.00	\$ 796,403.00	\$ 1,003,690.16	\$ -	\$ 1,800,093.16	\$ 4,958,906.84

410 N. COURT ST. • MARION, ILLINOIS 62959-2329

January 21st, 2026

Rural Development
502 Comfort Drive, Suite B
Marion, Illinois 62959

Attention: Mike McKee

Re: City of Vienna
Water System Improvements Project

Dear Mike:

The purpose of this letter is to request approval of the following Resident Inspectors for the referenced project. All of the following have been approved by RD on previous projects as indicated on the enclosed work experience information.

1. Haley Huie
2. Richard Howell
3. Brandon Reynolds
4. Harold A Kelley
5. Brooks Pearson
6. Forrest Fryenberger

All of the listed employees have previous experience with the type of construction contained in the proposed project and have the necessary skills to perform the resident inspector duties

City of Vienna, Mayor

Please contact me if you have any questions or comments.

Sincerely,

Haley Huie

cc: 21051 RD