CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
August 5, 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 July 15, 2026 Meeting Minutes
   - Approval of the Warrant

   Motion_________ **Seconded**___________

   Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_______

4. Joseph Barnaby - Review of FY 2025 Financial Report

   Approval/Acceptance of the 2025 Fiscal Year Annual Financial Report

   Motion_________ **Seconded**___________

   Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_______

5-6, Payment Request #5- Water System Improvements:

5. Authorization and Approval of Payment Request in the amount of $121,253.46 from Bryant Construction Co. (Contract A)

Motion________ **Seconded**___________

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_______

6. Authorization and Approval of Engineering Fees in the amount of $22,703.15 from Horner & Shifrin- Inv#80668

Motion________ **Seconded**___________

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_______

7. Authorization and Approval of an Amendment to a Natural Gas Management Agreement Between Utility Gas Management and City of Vienna, IL

Motion________ **Seconded**___________

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_______

8. Authorization and Approval of Resolution 26-07, A Resolution requesting temporary closure of streets for the Fall Festival Light Parade, Friday, October 2, 2026.

Motion________ **Seconded**___________

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_______

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

10. **ELECTED/APPOINTED OFFICIALS**

- Aleatha Wright, City Clerk
- Jim Miller, Police Chief- Request to solicit bids for sale of 2008 Ford Crown Victoria
- City Treasurer, Michelle Meyers
- City Council
- Steve Penrod, Mayor

11. **Adjournment:**

POSTED: 08-03-26 BY: AWright

7/29/2026

City of Vienna
205 N. 4th St
Vienna, IL 62995

Re: Pay Estimate Approval

Dear Mr. Penrod:

Please find enclosed herewith the following payment request for the referenced projects:

Contract A – In-Town Watermain Replacements
Contract B – Elevated Storage Tank Painting
Contract C – WTP Rehab

To Clarify Payment Request due to multiple funding agencies:

1. Pay Application from Bryant Construction Co. (Contract A)
    a. Payment Request in the amount of $ 121,253.46

2. Horner Shifrin, Inc Engineering Invoice's
    a. #80668 - Payment Request in the amount of $22,703.15

Please contact me if you have any questions or comments.

Sincerely,

Haley Huie

Haley Huie
Project Manager
Horner Shifrin, Inc
Project 21051

USDA-RD
Form RD 440-11
(Rev.10-00)

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing

6/16/26 -7/14/26

FORM APPROVED
OMB NO. 0575-0015

Name of Borrower City of Vienna

Items	Amount of Funds
Development	$ 121,253.46
Contract or Job No. "A" - Watermain	
Contract or Job No. "B" - Tank Painting	
Contract or Job No. "C" WTP Rehab	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	22,703.15
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	$ 143,956.61

Prepared by City of Vienna
Name of Borrower

By Steve Penrod - Mayor

Date 8/5/26

Approved by

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person in 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.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

To (Owner): City of Vienna	Application Period: 06/162026-07/15/2026	Application Date: 7/22/2026
	From (Contractor): Bryant Construction Co	Via (Engineer): Horner & Shifrin
Project: Vienna Water Improvements	Contract: A - In-Town Watermain Improvements	
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
Change Order #1	$500.00	
Change Order #2	$10,500.00	
TOTALS	$11,000.00	
NET CHANGE BY CHANGE ORDERS	$11,000.00	

1. ORIGINAL CONTRACT PRICE	$	$2,843,754.04
2. Net change by Change Orders	$	$11,000.00
3. Current Contract Price (Line 1 ± 2)	$	$2,854,754.04
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$1,028,714.56
5. RETAINAGE:		
a. 5% X $313,451.96 **Work Completed**	$	$15,672.60
b. 5% X $715,262.60 **Stored Material**	$	$35,763.13
c. Total Retainage (Line 5.a + Line 5.b)	$	$51,435.73
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$977,278.83
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$856,025.37
8. AMOUNT DUE THIS APPLICATION	$	$121,253.46
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$1,877,475.21

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) 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.

Contractor Signature

By: Regina A. Bryant   Date: 07/23/26

Payment of: $ $121,253.46
(Line 8 or other - attach explanation of the other amount)

is recommended by: Haley Huie (Engineer)   7/30/2026 (Date)

Payment of: $ $121,253.46
(Line 8 or other - attach explanation of the other amount)

is approved by: ____________ (Owner)   ____________ (Date)

Approved by: ____________ Funding or Financing Entity (if applicable)   ____________ (Date)

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

HORNER SHIFRIN

Contractor: Bryant Construction
370 Bryant Road
Harrisburg, IL 62946

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

Pay Estimate #4
Pay Period 6/16/2026 to 7/14/2026

Date: 7/21/2026

				Original Contract		Change Order # 1		Change Order # 2		Adjusted Contract		This Estimate		To Date		Percent Complete
Item#	Description	Units	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	6" PVC CL 200 SDR 21 Water Main Trenched	LF	$36.50	13,380	$ 488,370.00		$ -		$ -	13,380.00	$ 488,370.00	200.00	$ 7,300.00	495.00	$ 18,067.50	3.70%
2	6" YELO CL 200 SDR 21 Directional Bore	LF	$61.00	10,000	$ 610,000.00		$ -		$ -	10,000.00	$ 610,000.00	1060.00	$ 64,660.00	2710.00	$ 165,310.00	27.10%
3	10" YELO CL 200 SDR 21 Directional Bore Casing	LF	$85.00	960	$ 81,600.00		$ -		$ -	960.00	$ 81,600.00	60.00	$ 5,100.00	60.00	$ 5,100.00	6.25%
4	6" YELO CL 200 SDR 21 Inside Casing	LF	$81.45	1,160	$ 94,482.00		$ -		$ -	1,160.00	$ 94,482.00	70.00	$ 5,701.50	70.00	$ 5,701.50	6.03%
5	4" x 6" Interconnect	EA	$4,400.00	1	$ 4,400.00		$ -		$ -	1.00	$ 4,400.00	0.00	$ -	0.00	$ -	0.00%
6	6" x 6" Interconnect	EA	$4,905.00	23	$ 112,815.00		$ -		$ -	23.00	$ 112,815.00	2.00	$ 9,810.00	4.00	$ 19,620.00	17.39%
7	8" x 6" Interconnect	EA	$4,905.00	6	$ 29,430.00		$ -		$ -	6.00	$ 29,430.00	0.00	$ -	1.00	$ 4,905.00	16.67%
8	6" Gate Valve w/ Box	EA	$1,670.00	31	$ 51,770.00		$ -		$ -	31.00	$ 51,770.00	4.00	$ 6,680.00	10.00	$ 16,700.00	32.26%
9	Cut, Cap, and Block Existing Water Main	EA	$1,197.00	43	$ 51,471.00		$ -		$ -	43.00	$ 51,471.00	0.00	$ -	0.00	$ -	0.00%
10	Locator Wire	EA	$0.40	24,540	$ 9,816.00		$ -		$ -	24,540.00	$ 9,816.00	1330.00	$ 532.00	3275.00	$ 1,310.00	13.35%
11	Remove and Replace Concrete Sidewalk	SF	$50.00	284	$ 14,200.00		$ -		$ -	284.00	$ 14,200.00	0.00	$ -	0.00	$ -	0.00%
12	CA-6	TON	$32.00	955	$ 30,560.00		$ -		$ -	955.00	$ 30,560.00	211.69	$ 6,774.08	419.97	$ 13,439.04	43.98%
13	Existing Service Connect	EA	$1,800.00	267	$ 480,600.00		$ -		$ -	267.00	$ 480,600.00	0.00	$ -	0.00	$ -	0.00%
14	3/4" HDPE CTS DR 9 Service Line Trenched	EA	$12.00	4,425	$ 53,100.00		$ -		$ -	4,425.00	$ 53,100.00	0.00	$ -	0.00	$ -	0.00%
15	3/4" HDPE CTS DR 9 Service Line Bored	TON	$20.00	5,550	$ 111,000.00		$ -		$ -	5,550.00	$ 111,000.00	0.00	$ -	0.00	$ -	0.00%
16	Fire Hydrant w/ Aux. Valve	EA	$6,755.32	47	$ 317,500.04		$ -		$ -	47.00	$ 317,500.04	2.00	$ 13,510.64	6.00	$ 40,531.92	12.77%
17	Hydrant Removal	EA	$700.00	42	$ 29,400.00		$ -		$ -	42.00	$ 29,400.00	0.00	$ -	0.00	$ -	0.00%
18	Watermain Pigging	LF	$2.00	24,540	$ 49,080.00		$ -		$ -	24,540.00	$ 49,080.00	0.00	$ -	0.00	$ -	0.00%
19	Reclamation	LF	$4.00	24,540	$ 98,160.00		$ -		$ -	24,540.00	$ 98,160.00	0.00	$ -	0.00	$ -	0.00%
20	Pavement Removal and Replacement	SY	$450.00	40	$ 18,000.00		$ -		$ -	40.00	$ 18,000.00	0.00	$ -	21.00	$ 9,450.00	52.50%
21	Valve Removal	EA	$600.00	43	$ 25,800.00		$ -		$ -	43.00	$ 25,800.00	0.00	$ -	0.00	$ -	0.00%
22	Water & Sewer Separation	LF	$40.00	1080	$ 43,200.00		$ -		$ -	1,080.00	$ 43,200.00	0.00	$ -	0.00	$ -	0.00%
23	Fire Protection Lines	EA	$2,500.00	10	$ 25,000.00		$ -		$ -	10.00	$ 25,000.00	0.00	$ -	0.00	$ -	0.00%
24	Exploratory Digging	HR	$350.00	40	$ 14,000.00		$ -		$ -	40.00	$ 14,000.00	0.00	$ -	12.00	$ 4,200.00	30.00%
25	Rock Excavation	CY	$350.00		$ -		$ -	30.00	$ 10,500.00	30.00	$ 10,500.00	21.62	$ 7,567.00	24.62	$ 8,617.00	82.07%
26	Change Order #1 Rock Ex	LS	$ 500.00		$ -	1.00	$ 500.00		$ -	1.00	$ 500.00	0.00	$ -	1.00	$ 500.00	100.00%
27					$ -		$ -		$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00%
28					$ -		$ -		$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00%
29					$ -		$ -		$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00%
30					$ -		$ -		$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00%
31					$ -		$ -		$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00%
32										0.00	$ -			0.00	$ -	0.00%
	Stored Materials	LS	$ 1.00				$ -		$ -		$ -	0.00	$ -	715262.60	$ 715,262.60	0.00%
				TOTAL	$ 2,843,754.04		$ 500.00		$ 10,500.00		$ 2,854,754.04		$ 122,635.22		$ 1,028,714.56	

* Denotes Item added thru Change Order

PROJECT			
Original Contract Amount		$	2,843,754.04
Change Order #1 Dollar Change		$	500.00
Change Order #2 Dollar Change		$	10,500.00
Current Contract Amount		$	2,854,754.04
Total Complete and Stored to Date:		$	1,028,714.56
Retainage			
Work completed to date	$ 313,451.96 x 5%	$	15,672.60
Stored Material to date:	$ 715,262.60 x 5%	$	35,763.13
Total Amount Retainage:		$	51,435.73
Amount Eligible to Date:		$	977,278.83
Less Previous Payments:		$	856,025.37
Amount due this pay estimate		**$**	**121,253.46**
% Project complete:			10.98%
Balance to Finish, Plus Retainage		$	1,877,475.21

Approved By:

Contractor: Regina A. Bryant, Sec./Treas
Bryant Construction Company, Inc.

Engineer: Haley Huie
Haley Huie, Project Manager - Horner Shifrin Inc.

Owner:
Steve Penrod, Mayor - City of Vienna

HORNER SHIFRIN

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

July 10, 2026
Invoice No: 80668

INVOICE

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

Project Manager Haley Huie

Project 21051CZ00 VIENNA 2021 WATER IMPROVEMENTS

Services performed prior to July 04, 2026

Phase Design - Phase II

Statement of charges for Design Phase II

Lump Sum

Total Fee	92,400.00			
Percent Complete	24.00	Total Earned	22,176.00	
		Previous Fee Billing	18,480.00	
		Current Fee Billing	3,696.00	
		Total Fee		**3,696.00**
			Phase Total	**$3,696.00**

Phase Construction Inspection

Cost Plus

	Hours	Rate	Amount	
CT02 CONSTRUCTION TECHNICAL	101.00	148.00	14,948.00	
WP07 WATER PROFESSIONAL	8.50	180.00	1,530.00	
WT02 WATER TECHNICAL	12.00	135.00	1,620.00	
Totals	121.50		18,098.00	
Total Labor				**18,098.00**

Unit Billing

Mileage - 2022 Ford Ranger 3953 049

909.15

Contract Summary	**Current**	**Prior**	**To-Date**	
Total Billings	19,007.15	68,996.25	88,003.40	
Contract Maximum			277,000.00	
Balance After This Invoice			188,996.60	
			Phase Total	**$19,007.15**

Phase Design

Lump Sum

Total Fee	275,814.00		
Percent Complete	100.00	Total Earned	275,814.00
		Previous Fee Billing	275,814.00
		Current Fee Billing	0.00

	Total Fee			**0.00**
Contract Summary	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	275,814.00	275,814.00	
Contract Maximum			275,814.00	
			Phase Total	**0.00**
			Total This Invoice	**$22,703.15**

Outstanding Invoices

Number	Date	Balance
79450	3/4/2026	4,610.00
79810	4/14/2026	11,860.85
80126	5/14/2026	27,823.45
80522	6/16/2026	43,181.95
Total		**87,476.25**

Billing Backup

Friday, July 10, 2026

Horner & Shifrin

Invoice 80668 Dated 7/10/2026

11:12:07 AM

Project 21051CZ00 VIENNA 2021 WATER IMPROVEMENTS

Phase 000CA Design - Phase II

Cost Plus

			Hours
WP07 WATER PROFESSIONAL			
10784	34 - Huie, Haley	6/3/2026	2.00
10784	34 - Huie, Haley	6/8/2026	2.00
10784	34 - Huie, Haley	6/15/2026	2.00
10784	34 - Huie, Haley	6/17/2026	2.00
10784	34 - Huie, Haley	6/22/2026	1.00
10784	34 - Huie, Haley	6/23/2026	2.00
10784	34 - Huie, Haley	6/24/2026	2.00
10784	34 - Huie, Haley	6/25/2026	2.00
10784	34 - Huie, Haley	6/26/2026	1.00
10784	34 - Huie, Haley	6/30/2026	2.00
	Totals		18.00
	Total Labor		

Phase Total

Phase 000CI Construction Inspection

Cost Plus

			Hours	Rate	Amount
CT02 CONSTRUCTION TECHNICAL					
10876	123 - Freyenberger, Forrest	6/1/2026	4.00	148.00	592.00
10876	123 - Freyenberger, Forrest	6/4/2026	4.00	148.00	592.00
10876	123 - Freyenberger, Forrest	6/8/2026	3.00	148.00	444.00
10876	123 - Freyenberger, Forrest	6/9/2026	3.00	148.00	444.00
10876	123 - Freyenberger, Forrest	6/10/2026	3.00	148.00	444.00
10876	123 - Freyenberger, Forrest	6/12/2026	6.00	148.00	888.00
10876	123 - Freyenberger, Forrest	6/15/2026	5.00	148.00	740.00
10876	123 - Freyenberger, Forrest	6/16/2026	4.00	148.00	592.00
10876	123 - Freyenberger, Forrest	6/17/2026	6.00	148.00	888.00
10876	123 - Freyenberger, Forrest	6/18/2026	8.00	148.00	1,184.00
10876	123 - Freyenberger, Forrest	6/22/2026	6.00	148.00	888.00
10876	123 - Freyenberger, Forrest	6/23/2026	6.00	148.00	888.00
10876	123 - Freyenberger, Forrest	6/24/2026	8.00	148.00	1,184.00
10876	123 - Freyenberger, Forrest	6/25/2026	8.00	148.00	1,184.00
10876	123 - Freyenberger, Forrest	6/26/2026	3.00	148.00	444.00
10876	123 - Freyenberger, Forrest	6/29/2026	5.00	148.00	740.00
10876	123 - Freyenberger, Forrest	6/30/2026	4.00	148.00	592.00
10876	123 - Freyenberger, Forrest	7/1/2026	8.00	148.00	1,184.00
10876	123 - Freyenberger, Forrest	7/2/2026	7.00	148.00	1,036.00
WP07 WATER PROFESSIONAL					
10784	34 - Huie, Haley	6/3/2026	2.00	180.00	360.00
10784	34 - Huie, Haley	6/4/2026	1.00	180.00	180.00
10784	34 - Huie, Haley	6/5/2026	1.00	180.00	180.00
10784	34 - Huie, Haley	6/19/2026	.50	180.00	90.00
10784	34 - Huie, Haley	6/30/2026	4.00	180.00	720.00
WT02 WATER TECHNICAL					
10791	119 - Smith, Zina	6/25/2026	4.00	135.00	540.00
10791	119 - Smith, Zina	6/30/2026	4.00	135.00	540.00

10791	119 - Smith, Zina	7/1/2026	4.00	135.00	540.00	
	Totals		121.50		18,098.00	
	Total Labor					**18,098.00**

Unit Billing

Mileage - 2022 Ford Ranger 3953 049

6/1/2026		66.0 miles @ 0.725	47.85	
6/4/2026		66.0 miles @ 0.725	47.85	
6/8/2026		66.0 miles @ 0.725	47.85	
6/9/2026		66.0 miles @ 0.725	47.85	
6/10/2026		66.0 miles @ 0.725	47.85	
6/12/2026		66.0 miles @ 0.725	47.85	
6/15/2026		66.0 miles @ 0.725	47.85	
6/16/2026		66.0 miles @ 0.725	47.85	
6/17/2026		66.0 miles @ 0.725	47.85	
6/18/2026		66.0 miles @ 0.725	47.85	
6/22/2026		66.0 miles @ 0.725	47.85	
6/23/2026		66.0 miles @ 0.725	47.85	
6/24/2026		66.0 miles @ 0.725	47.85	
6/25/2026		66.0 miles @ 0.725	47.85	
6/26/2026		66.0 miles @ 0.725	47.85	
6/29/2026	Water Main	66.0 miles @ 0.725	47.85	
6/30/2026		66.0 miles @ 0.725	47.85	
7/1/2026		66.0 miles @ 0.725	47.85	
7/2/2026		66.0 miles @ 0.725	47.85	
				909.15

Phase Total	**$19,007.15**
Project Total	**$19,007.15**
Total this Report	**$19,007.15**

HORNER SHIFRIN
An Employee-Owned Company

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

	Original	Change Order #1	Adjusted	Previously	Pay App. #1 Jan-26	CK#	Pay App. #2 May-26	CK#	Pay App. #3 Jun-26	CK#	Pay App. #4 Jul-26	CK#	Pay App. #5 Aug-26	CK#	Total	Remaining
In-Town Watermain Replacement	$ 2,843,754.04	$ 11,000.00	$ 2,854,754.04		$ 722,871.78	0099			$ 75,006.50	0106	$ 58,147.09	0109	$121,253.46		$ 977,278.83	$ 1,866,475.21
Elevated Storage Tank Painting	$ 537,700.00		$ 537,700.00				$204,326.00	0103	$306,489.00	0107	$ 26,885.00	0110			$ 537,700.00	$ -
WTP Rehab	$ 1,418,925.00		$ 1,418,925.00		$ 136,127.50	0100									$ 136,127.50	$ 1,282,797.50
22042 - Rte. 146 Water Reimbursement	$ 540,403.00		$ 540,403.00	$540,403.00											$ 540,403.00	$ -
			$ -												$ -	$ -
Contingency	$ 240,016.25	$ (11,000.00)	$ 229,016.25												$ -	$ 240,016.25
Preliminary Engineering	$ 25,000.00		$ 25,000.00	$ 25,000.00											$ 25,000.00	$ -
Environmental Engineering	$ 5,000.00		$ 5,000.00												$ -	$ 5,000.00
Design Engineering	$ 462,000.00		$ 462,000.00	$231,000.00	$ 138,600.00	0101	$ 5,702.00	0104	$ 7,778.00	0108	$ 5,000.00	0111	$ 3,696.00		$ 391,776.00	$ 70,224.00
Construction Engineering	$ 277,000.00		$ 277,000.00				$ 10,768.85	0104	$ 20,045.45	0108	$ 38,181.95	0111	$ 19,007.15		$ 88,003.40	$ 188,996.60
Interest During Construction	$ 168,000.00		$ 168,000.00												$ -	$ 168,000.00
Engineering Additional Services	$ 35,000.00		$ 35,000.00												$ -	$ 35,000.00
Legal (Attorney)	$ 15,000.00		$ 15,000.00		$ 6,090.88	0102									$ 6,090.88	$ 8,909.12
Legal (Bond Counsel)	$ 40,000.00		$ 40,000.00				$ 37,500.00	0105							$ 37,500.00	$ 2,500.00
Total	$ 6,607,798.29		$ 6,607,798.29	$ 796,403.00	$ 1,003,690.16		$ 258,296.85		$ 409,318.95		$ 128,214.04		$ 143,956.61		$ 2,739,879.61	$ 3,867,918.68

AMENDMENT TO
NATURAL GAS MANAGEMENT AGREEMENT
BETWEEN UTILITY GAS MANAGEMENT AND
CITY OF VIENNA, ILLINOIS

THIS AMENDMENT TO THE NATURAL GAS MANAGEMENT AGREEMENT ("NGMA") is entered into on August 5, 2026 and is effective September 1, 2026, (this "Amendment"), between UTILITY GAS MANAGEMENT ("MANAGER") and City of Vienna, Illinois, ("CLIENT").

WHEREAS, MANAGER and CLIENT are parties to a NGMA last amended on December 20, 2023; and

WHEREAS, MANAGER and CLIENT have agreed to amend certain terms and conditions of the NGMA;

NOW, THEREFORE, in consideration of the premises and the respective promises, conditions, terms and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MANAGER and CLIENT do hereby agree that Section 5.1 Price (a) shall be replaced in its entirety as follows:

1. Section 5.1 Price.
   (a) For all volumes delivered to CLIENT that are not volumes delivered to CLIENT pursuant to the PEFA Agreement (Non PEFA Volumes"), for all such management services provided by MANAGER, CLIENT shall pay MANAGER a Monthly Management Fee of nine cents ($.09) per MMBtu delivered to the specified Point of Delivery into the Transporting Pipeline; and

3. Except as otherwise stated in this Amendment, all other terms and conditions of the NGMA shall remain in full force and effect.

4. This Amendment may be executed by the Parties in separate counterparts and initially delivered by facsimile transmission or otherwise to all such counterparts and shall together constitute one and the same instruments.

5. This Amendment shall be governed by, construed and enforced under the laws of the State of Illinois without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative, effective as of the Effective Date.

MANAGER: UTILITY GAS MANAGEMENT

____

Signature
Printed Name: Dean Kieffer
Title: Managing Partner
Date: _________

CLIENT: CITY OF VIENNA, ILLINOIS

____

Signature
Printed Name: Steve Penrod
Title: Mayor
Date: 8/5/2026

CITY OF VIENNA
RESOLUTION NO: 26-07
A RESOLUTION REQUESTING TEMPORARY CLOSURE OF STREETS FOR VIENNA'S FALL FESTIVAL LIGHT PARADE

WHEREAS, the City of Vienna is sponsoring a parade in the City of Vienna of which this event constitutes a public purpose;

WHEREAS, this parade will require a temporary closure of IL 146 and US 45, a State highway in the City of Vienna from North 4^{th} Street to College Street;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for public purposes;

NOW, THEREFORE, BE IT RESOLVED, by the City of Vienna that permission to close IL 146 from North 4^{th} Street to Main Street and US 45 from Main Street to College Street as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 7:00 p.m. and 8:00 p.m. on Friday, October 2, 2026.

BE IT FURTHER RESOLVED, that traffic from that closed portion of the highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)*The detour route shall be as depicted on attached map.*To be used when appropriate.

BE IT FURTHER RESOLVED, that the City of Vienna assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that the police officers or authorized flaggers shall, at the expense of the City of Vienna, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic though the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Vienna prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Vienna as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Vienna.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Vienna shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, it's officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorney's fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Vienna regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission, or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Vienna shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the minimum amount of $1,000,000 per person and $2,000,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured's and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

Adopted by the City Council of City of Vienna this **5th** day of **August, 2026.**

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Municipal Clerk

Approved by the City Council of City of Vienna this **5th** day of **August, 2026**

ATTEST:

________________________ ________________________
MUNICIPAL CLERK MAYOR