

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th St
August 18, 2021
6:30 P.M.**

AGENDA

1. Mayor Penrod Calls Meeting to Order.

2. Roll Call:

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the August 4, 2021 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report (July)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

4. Kathy Poole, Brayden King Memorial Baseball Tournament-
Discuss with council size/location of playground equipment to purchase with fundraiser
proceeds.

5. Aaron Trover- Business plan information

6. Authorization and Approval for Water Plant Telemetry Project

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

7. Authorization and Approval:

-Pay ¼ for repainting/lettering of field #2 scoreboard (\$125.00)

-Pay full invoice to Goddard's for \$500.00 with reimbursement from VGS, VHS, JCYL

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

8. Authorization to Approve change order amending the 08-4-21 approval of bid from Mott Excavating, LLC for watermain location on Rt 146 East, from \$40,610.00 to \$45,338.00 (Increase of \$4,728.00)

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

9. Authorization to Approval of Hedging Agreement by and between Utility Gas Management and the City of Vienna, Illinois, a Project Participation in the PEFA, Inc. Gas Prepayment Transaction

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

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

11. **City Elected and Appointed Officials:**

- Melissa Presser, City Attorney
- Aleatha Wright, City Clerk
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

12. **Adjournment:**

POSTED: 08-16-21

BY: 

Invoice

Date	Invoice #
8/3/2021	40660

Bill To:		Year:	Make:	Model:	Mileage:
City of Vienna Vienna, IL 62995	Phone Number:				
		VIN#			
		Claim #:			
		Insurance:			

[illegible]

Payments/Credits	\$0.00
Balance Due	\$500.00

CHANGE ORDER

Order No. 1
Date: 08/10/2021
Agreement Date: _____

NAME OF PROJECT: Rte. 146 Raw Watermain Relocation

OWNER: City of Vienna

CONTRACTOR: Mott Excavating, INC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Final project cost

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$40,610.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$4,728.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$45,338.00

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: Patrick Devine

Recommended by: Clarida & Ziegler Engineering Co.

Ordered by: Clarida & Ziegler Engineering Co.

Accepted by: City of Vienna

MOTT EXCAVATING, INC

1210 Lake Autumn Lane

P.O. Box 613

Vienna, IL 62995

Invoice

Date	Invoice No.
8/10/2021	4105

Bill To
City of Vienna 205 N 5th St Vienna, IL 62995

Project	Due Date
Rte. 146 Raw Water Reloc.	9/10/2021

Date	Description of Work Performed	Unit	Quantity	Rate	Amount
	1) 12" Yelomine PVC SDR21 CL 200 Watermain - Directional Bore	LF	140	140.00	19,600.00
	2) 8" Yelomine PVC SDR21 CL 200 Watermain - Directional Bore	LF	160	101.00	16,160.00
	3) 8" Yelomine SDR21 CL 200 Watermain	LF	133	46.00	6,118.00
	4) Watermain Tie In	EA	2	1,730.00	3,460.00

We are now accepting credit cards.

Total \$45,338.00

Payments/Credits \$0.00

Balance Due \$45,338.00

Phone #	Fax #	E-mail
(618) 658-2605	(618) 658-3214	mottexc@yahoo.com

**HEDGING AGREEMENT BY AND BETWEEN UTILITY
GAS MANAGEMENT AND CITY OF VIENNA, ILLINOIS, A PROJECT PARTICIPANT IN THE PEFA, INC. GAS
PREPAYMENT TRANSACTION**

This Hedging Agreement is entered into between Utility Gas Management ("UGM") and City of Vienna, Illinois, ("Participant"), UGM's customer, to reflect the terms of fixed price natural gas supply transactions (each, a "Participant Transaction") to be entered into from time to time between UGM and Participant in connection with prepaid gas supplies purchased by Participant from PEFA, Inc. under PEFA, Inc.'s gas prepayment transaction with Aron Gas Prepay 1 LLC ("Prepay LLC").

Participant is a purchaser of prepaid gas from PEFA, Inc. in the prepay transaction between PEFA, Inc. and Prepay LLC under a Gas Supply Agreement dated as of May 1, 2019 between Participant and PEFA, Inc. (the "Supply Agreement"). Clayton Energy Corporation ("Clayton") has entered into a Hedging Agreement with UGM, dated as of April 14, 2020, under which Clayton and UGM will enter into fixed price natural gas supply transactions in connection with the Participant Transactions of UGM's Participants. Clayton has entered into a NAESB Base Contract for the Sale and Purchase of Natural Gas, dated as of April 15, 2020, with J. Aron & Company LLC ("Aron") (the "NAESB Contract"), under which Clayton, acting on behalf of UGM, will enter into sale transactions (each, an "Aron Transaction") of certain quantities of gas to Aron at the delivery point under the Supply Agreement at a floating price and will purchase the same quantities of gas from Aron at the same delivery point at a fixed price. Concurrent with each Aron Transaction related to natural gas to be hedged for Participant, UGM and Participant will enter into a Participant Transaction hereunder with commercial and other substantive terms that are identical to the Aron Transaction, provided that under such Participant Transaction, Participant will transfer gas at the index price to UGM and receive gas at the fixed price from UGM.

Participant may request UGM to enter into such a Participant Transaction by delivering a request (in the form attached hereto), which request may be delivered in writing by an email exchange (or other writing) setting forth the volume, term, and ceiling price at which Participant requests such

Participant Transaction, and the deadline through which Participant's request shall remain open. Each such request once sent is irrevocable by Participant unless and until it expires unfilled by the deadline set forth in the request.

UGM shall use commercially reasonable efforts to enter into an Aron Transaction with Clayton that complies with the request by Participant and, upon execution thereof, UGM and Participant will be deemed to have entered into a corresponding Participant Transaction with the commercial terms being identical to the commercial terms of the Aron Transaction but with Participant delivering at the index price and UGM delivering at the fixed price. The other terms of such Participant Transaction shall be identical to the terms set forth in the NAESB Contract (the current form of which is attached hereto), provided that (i) references to Clayton in such NAESB Contract shall be deemed to be references to Participant and references to Aron shall be deemed to be references to UGM, and (ii) in addition to the terms therein, the Participant Transaction will be terminated if Aron terminates the corresponding Aron Transaction for any reason, and Participant will be the defaulting party for purposes of such termination. UGM shall memorialize the terms of such Participant Transaction by written notice sent to Participant by email (or other writing).

Participant acknowledges and agrees that UGM will be entering into Aron Transactions with Clayton on behalf of Participant and other "Project Participants" (as defined in the Supply Agreement) as part of an overall pricing program (the "Pricing Program"). In order to facilitate such Pricing Program and the credit support required by Aron in connection therewith, Participant hereby assigns to UGM its right to receive any "Annual Refund" (as defined in the Supply Agreement) that may otherwise be due to Participant under the Supply Agreement to the extent that, at the time such Annual Refund would otherwise be paid, any amounts are past due to UGM or to Clayton from any Project Participant in connection with a Participant Transaction hereunder or a similar transaction with another Project Participant. Participant acknowledges that UGM may assign the right to this Annual Refund to Clayton,

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which may assign it to Aron, and further agrees, upon request of UGM, Clayton or Aron, to issue an irrevocable payment instruction to PEFA, Inc. directing all future Annual Refunds that may otherwise be due to Participant to be paid to Aron. Further, upon receiving a payment direction letter from Aron, Participant shall direct all payments that would otherwise be made by Participant under each Participant Transaction directly to Aron, which payment direction may not be revoked without Aron's express prior written consent. Upon request of UGM, Clayton or Aron, Participant shall provide audited comprehensive annual financial reports to Aron.

Participant represents that UGM is, and UGM represents that Clayton Energy is, authorized as its agent and attorney-in-fact to cause Participant to enter into Participant Transactions hereunder and agrees to be bound by any such Participant Transaction requested by UGM and by Clayton Energy.

By their signatures below, the representatives of Participant and UGM affirm that they are authorized to enter into this Hedging Agreement and each hedge undertaken pursuant to it.

IN WITNESS WHEREOF, UGM and Participant have executed this Hedging Agreement effective on _____, 2021, to apply to each hedging request by Participant with respect to volumes purchased by Participant under its Supply Agreement, intending to be fully bound by it.

UTILITY GAS MANAGEMENT

By _____

Its _____

Date _____

CITY OF VIENNA, ILLINOIS

By _____

Its _____

Date _____