

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
December 6, 2023
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 November 15, 2023 Meeting Minutes
- Approval of the Warrant

Motion _____ **Seconded** _____

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

4. Approval of Change Order #2, for Rt 146 Watermain Relocation Project #22042
Increase of \$27,331.52

Motion _____ **Seconded** _____

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

5. Authorization and Approval of Pay Estimate #3 for Rt 146- Watermain Relocation Project
#22042 for \$145,257.00

Motion _____ **Seconded** _____

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

6. Authorization and Approval of Tax Levy Ordinance 23-03, for the 2023 current fiscal year

Motion _____ **Seconded** _____

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

7. Authorization and Approval of Agreement for Public Utility Easement between Johnson County 2000, Inc.(Grantor) and the City of Vienna, Johnson County, Illinois (Grantee)

Motion _____ **Seconded** _____

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

8. Authorization and Approval of MOU agreement between the City of Vienna and Samron Midwest Material

Motion _____ **Seconded** _____

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

9. Authorization and Approval of Interconnect Agreement between Trunkline Gas Company, LLC and the City of Vienna, IL for Measuring and Regulating Station

Motion _____ **Seconded** _____

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

10. Review of draft Ordinance 23-04, An Ordinance Amending and Establishing Natural Gas Rates

11. Authorization and Approval of Renewal for City of Vienna General Insurance through Illinois County Risk Management Trust (Policy Year Dec 1, 2023- Dec 1, 2024)
\$97,082.00 (*Various Funds*)

Motion _____ **Seconded** _____


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

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

13. **ELECTED/APPOINTED OFFICIALS**

- 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

14. **Adjournment:**

POSTED: 12-4-23 BY: 

CHANGE ORDER NO.: 2

Owner:
City of Vienna
 Engineer: **Horner & Shifrin Inc**

Owner's Project No.:
 Engineer's Project No.: **22042**
 Contractor's Project
 No.:

Contractor:
Project: Illinois Route 146
Watermain Relocation
 Contract Name:

Date Issued: 12/06/23

Effective Date of Change:
 12/06/23 Order:

The Contract is modified as follows upon execution of this Change Order: #2

Description: Additional Work and Material for - 70 L.F. of 8" Yelomine SDR 21 CL 200 Directional Bore for \$4,340.00, 155.48 TON of CA-6 Aggregate for \$3,731.52, 90 L.F. of 16" Yelomine SDR 26 Hwy Casing for \$19,260.00

Attachments:

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>540,403.00</u>		Substantial Completion: <u>N/A</u>	
		Ready for final payment: <u>N/A</u>	
[Increase] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ <u>33,440.00</u>		Substantial Completion: <u>N/A</u>	
		Ready for final payment: <u>N/A</u>	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>573,843.00</u>		Substantial Completion: <u>N/A</u>	
		Ready for final payment: <u>N/A</u>	
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>27,331.52</u>		Substantial Completion: <u>N/A</u>	
		Ready for final payment: <u>N/A</u>	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>601,174.52</u>		Substantial Completion: <u>N/A</u>	
		Ready for final payment: <u>N/A</u>	

Recommended by Engineer (if required)
 By: *Haley Long*
 Title: Project Manager
 Date: 11/30/2023

Authorized by Owner

 Mayor, City of Vienna

 12/06/2023

Authorized by Owner
 By: *[Signature]*
 Title: S&W Line Contracting
 Date: 11/30/2023

Approved by Funding Agency (if applicable)

City of Vienna
Rte. 146 - Water Relocation
 Horner Shifrin, Inc

Contractor: S&W Line Contracting
 405 Cypress Ln
 Vienna, IL 62895

Project #: 22042

Pay Estimate #3
 Pay Period 10/27/2023 to 11/30/2023

Item#	Description	Units	Unit Cost	Original Contract		Change Order # 1		Change Order # 2		Adjusted Contract		This Estimate		To Date		Percent Complete
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	4" PVC SDR 21 Watermain CL 200	LF	\$ 60.00	100	\$ 6,000.00					100.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00%
2	6" PVC SDR 21 Watermain CL 200	LF	\$ 46.00	530	\$ 24,380.00	60.00	\$ 2,760.00			590.00	\$ 27,140.00	243.00	\$ 11,178.00	243.00	\$ 11,178.00	41.19%
3	8" PVC SDR 21 Watermain CL 200	LF	\$ 48.00	2,910	\$ 139,680.00					2,910.00	\$ 139,680.00	1460.00	\$ 70,080.00	1860.00	\$ 89,280.00	63.92%
4	4" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 49.00	120	\$ 5,880.00					120.00	\$ 5,880.00	0.00	\$ -	0.00	\$ -	0.00%
5	6" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 57.00	120	\$ 6,840.00					120.00	\$ 6,840.00	60.00	\$ 3,420.00	60.00	\$ 3,420.00	50.00%
6	8" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 82.00	120	\$ 9,840.00					120.00	\$ 9,840.00	70.00	\$ 4,340.00	190.00	\$ 11,780.00	100.00%
7	8" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 168.00	80	\$ 13,440.00					80.00	\$ 13,440.00	0.00	\$ -	0.00	\$ -	0.00%
8	14" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 193.00	260	\$ 50,180.00	(260.00)	\$ (50,180.00)			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
9	4" Yelomine SDR 21 CL 200 Inside Casing	LF	\$ 26.00	100	\$ 2,600.00					100.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -	0.00%
10	8" Yelomine SDR 21 CL 200 Inside Casing	LF	\$ 44.00	320	\$ 14,080.00					320.00	\$ 14,080.00	240.00	\$ 10,560.00	240.00	\$ 10,560.00	75.00%
11	4" Gate Valve With Box	EA	\$ 3,353.00	2	\$ 6,706.00					2.00	\$ 6,706.00	0.00	\$ -	0.00	\$ -	0.00%
12	6" Gate Valve With Box	EA	\$ 2,615.00	1	\$ 2,615.00					1.00	\$ 2,615.00	0.00	\$ -	0.00	\$ -	0.00%
13	8" Gate Valve With Box	EA	\$ 2,181.00	2	\$ 4,362.00					2.00	\$ 4,362.00	1.00	\$ 2,181.00	1.00	\$ 2,181.00	50.00%
14	4" x 4" Interconnect	EA	\$ 5,211.00	1	\$ 5,211.00					1.00	\$ 5,211.00	0.00	\$ -	0.00	\$ -	0.00%
15	6" x 6" Interconnect	EA	\$ 6,422.00	2	\$ 12,844.00					2.00	\$ 12,844.00	2.00	\$ 12,844.00	2.00	\$ 12,844.00	100.00%
16	8" x 8" Interconnect	EA	\$ 7,370.00	2	\$ 14,740.00					2.00	\$ 14,740.00	0.00	\$ -	0.00	\$ -	0.00%
17	Fire Hydrant w/ Auxiliary Valve	EA	\$ 7,882.00	7	\$ 55,174.00					7.00	\$ 55,174.00	3.00	\$ 23,646.00	4.00	\$ 31,528.00	57.14%
18	Remove Existing Hydrants	EA	\$ 350.00	7	\$ 2,450.00					7.00	\$ 2,450.00	0.00	\$ -	0.00	\$ -	0.00%
19	New Service Connection	EA	\$ 1,908.00	22	\$ 41,976.00					22.00	\$ 41,976.00	0.00	\$ -	0.00	\$ -	0.00%
20	Water- Line Service Reconnection	EA	\$ 1,282.00	16	\$ 20,512.00					16.00	\$ 20,512.00	0.00	\$ -	0.00	\$ -	0.00%
21	3/4" Service Line Trenched	LF	\$ 10.00	75	\$ 750.00					75.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00%
22	3/4" Service Line Bored	LF	\$ 17.00	2140	\$ 36,380.00					2140.00	\$ 36,380.00	0.00	\$ -	0.00	\$ -	0.00%
23	CA-6 Aggregate	TON	\$ 24.00	294	\$ 7,056.00					294.00	\$ 7,056.00	0.00	\$ -	0.00	\$ -	0.00%
24	Locator Wire	LF	\$ 0.50	3960	\$ 1,980.00	60.00	\$ 30.00	155.48	\$ 3,731.52	449.48	\$ 10,787.52	422.04	\$ 10,126.96	449.48	\$ 10,787.52	84.50%
25	Reclamation	LF	\$ 6.00	3,960	\$ 23,760.00	60.00	\$ 360.00			4,020.00	\$ 24,120.00	1993.00	\$ 996.50	2593.00	\$ 1,296.50	64.50%
26	Watermain Piping	LF	\$ 0.50	3960	\$ 1,980.00	60.00	\$ 30.00			4,020.00	\$ 2,010.00	0.00	\$ -	0.00	\$ -	0.00%
27	PVC Casing Water/Sewer Separation	LF	\$ 52.00	100	\$ 5,200.00					100.00	\$ 5,200.00	0.00	\$ -	0.00	\$ -	0.00%
28	Cut, Cap & Block Existing Watermain	EA	\$ 1,241.00	7	\$ 8,687.00					7.00	\$ 8,687.00	0.00	\$ -	0.00	\$ -	0.00%
29	Connect Existing to Proposed Watermain	EA	\$ 2,500.00	3	\$ 7,500.00					3.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00%
30	Rock Excavation	CY	\$ 200.00	50	\$ 10,000.00					50.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00%
*31	12" Steel Casing Bored	CY	\$ 248.00		\$ -	100.00	\$ 24,800.00			100.00	\$ 24,800.00	0.00	\$ -	0.00	\$ -	0.00%
*32	16" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 214.00		\$ -	260.00	\$ 55,640.00	90.00	\$ 19,260.00	350.00	\$ 74,900.00	350.00	\$ 74,900.00	350.00	\$ 74,900.00	100.00%
	Stored Materials	LS	\$ 1.00		\$ -		\$ -			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
				TOTAL	\$ 540,403.00		\$ 33,440.00		\$ 27,331.52		\$ 601,174.52	108530.50	\$ 108,636.50	121525.90	\$ 121,525.90	0.00%

* Denotes item added thru Change Order

PROJECT
 Original Contract Amount: \$ 540,403.00
 Change Order #1 Dollar Change \$ 33,440.00
 Change Order #2 Dollar Change \$ 27,331.52
 Current Contract Amount: \$ 601,174.52

Total Complete and Stored to Date \$ 381,280.92
 Retainage
 Work completed to date: \$ 259,755.02 x 5% \$ 12,987.75
 Stored Material to date: \$ 121,525.90 x 5% \$ 6,076.30
 Total Amount Retainage \$ 19,064.05

Amount Eligible to Date: \$ 362,216.87
 Less Previous Payments: \$ 216,959.87
Amount due this pay estimate: \$ 145,257.00

% Work complete: 43.21%
 Balance to Finish, Plus Retainage \$ 219,893.60

Approved By:

Contractor:

Engineer:

Owner:

[Signature]
 S&W Line Contracting
[Signature]
 Haley Ing, Horner Shifrin Inc. Project Engineer
 Steve Penrod, City of Vienna Mayor

LEVY ORDINANCE NO. 23-03

BE IT ORDAINED by the Mayor and City Council of the City of Vienna, Johnson County, State of Illinois.

SECTION 1. That the sum of two hundred forty seven thousand five hundred dollars (\$ 255,550) and the same hereby is assessed and levied from and against all taxable property within the Corporate limits of the City of Vienna, as the same is assessed and equalized for state and county purposes for the current year 2023. Said taxes hereby levied being for the current fiscal year of said City commencing on the first day of May 2023 and terminating on the last day of April 2024, and to be applied in liquidation of the appropriations ordinance adopted by said City at a meeting thereof regularly convened and held on December 6, 2023, and duly published as provided by law, the various objects and purposes for which said appropriations were heretofore made are set forth under the column entitled "Appropriated" and the amount hereby levied for each object and purposes is as set forth under the column entitled "Levy" and are as follows:

**GENERAL FUND
ADMINISTRATION**

PERSONNEL

	<u>Appropriated</u>	<u>Levy</u>
Salaries - Officials	\$66,000	
Salaries - Administration	45,000	
Salaries - Employees	13,000	
Payroll Taxes	13,000	<u>\$13,000</u>
Unemployment	1,700	
Retirement	0	
Health Insurance	36,000	
Uniforms	0	
Workers Comp Insurance	0	
	<u>174,700</u>	

CONTRACTUAL SERVICES

Advertising	3,000	
Contractual Services - Animal Control	70,000	
Dues and Subscriptions	2,600	
Engineering Services	0	
Insurance and Bonding	6,500	<u>\$6,500</u>
Legal and Audit Fees	10,000	<u>\$0</u>
Maintenance Service - Buildings	3,600	
Maintenance Service - Equipment	2,500	
Maintenance Service - Grounds	1,000	
Maintenance Service - Street and Sidewalks	0	
Maintenance Service - Utility System	0	
Maintenance Service - Vehicles	0	
Telephone and Internet	6,500	
Testing and Lab Fees	0	
Travel and Training	4,200	
Utilities and Trash	4,200	
Other - Zoning Expense	500	
	<u>114,600</u>	

COMMODITIES AND SUPPLIES

Books and Periodicals	0	
Chemicals	0	
Commodity Purchases	0	
Commodity Tax	0	
Gasoline and Oil	0	
Office Supplies	2,400	
Operating Supplies	0	
Postage	2,000	
	<u>4,400</u>	

CAPITAL OUTLAY

Land	0	
Buildings	0	
Equipment	10,000	
Infrastructure Improvements	0	
Utility System Improvements	0	
Vehicles	0	
	<u>10,000</u>	

OTHER EXPENDITURES

Bank Charges	250	
Bond/Loan Interest	0	
Bond/Loan Principal	0	
Miscellaneous Expense	1,500	
	<u>1,750</u>	

TOTAL ADMINISTRATION

<u>\$305,450</u>	<u>\$35,500</u>
------------------	-----------------

POLICE**PERSONNEL**

Salaries - Officials	\$0	
Salaries - Administration	0	
Salaries - Employees	190,000	
Payroll Taxes	15,000	<u>\$15,000</u>
Unemployment	250	
Retirement	0	
Health Insurance	24,000	
Uniforms	2,400	
Workers Comp Insurance	0	
	<u>231,650</u>	

CONTRACTUAL SERVICES

Advertising	0	
Contractual Services	500	
Dues and Subscriptions	1,000	
Engineering Services	0	
Insurance and Bonding	12,000	<u>\$12,000</u>
Legal and Audit Fees	500	
Maintenance Service - Buildings	500	
Maintenance Service - Equipment	1,000	
Maintenance Service - Grounds	0	
Maintenance Service - Street and Sidewalks	0	
Maintenance Service - Utility System	0	
Maintenance Service - Vehicles	10,000	
Telephone and Internet	2,600	
Testing and Lab Fees	0	
Travel and Training	2,500	
Utilities and Trash	750	
Other	0	
	<u>31,350</u>	

COMMODITIES AND SUPPLIES

Books and Periodicals	0	
Chemicals	0	
Commodity Purchases	0	
Commodity Tax	0	
Gasoline and Oil	8,000	
Office Supplies	500	
Operating Supplies	3,000	
Postage	150	
	<u>11,650</u>	

CAPITAL OUTLAY

Land	0	
Buildings	0	
Equipment	5,000	
Infrastructure Improvements	0	
Utility System Improvements	0	
Vehicles	22,000	
	<u>27,000</u>	

OTHER EXPENDITURES

Bank Charges	0	
Bond/Loan Interest	0	
Bond/Loan Principal	0	
Miscellaneous Expense	500	
	<u>500</u>	

TOTAL POLICE

<u>\$302,150</u>	<u>\$8,000</u>
------------------	----------------

FIRE

PERSONNEL

Salaries - Officials	\$0	
Salaries - Administration	0	
Salaries - Employees	13,000	
Payroll Taxes	1,000	<u>\$1,000</u>
Unemployment	100	
Retirement	0	
Health Insurance	0	
Uniforms	0	
Workers Comp Insurance	0	
	<u>14,100</u>	

CONTRACTUAL SERVICES

Advertising	100	
Contractual Services - Fire Calls	16,000	
Dues and Subscriptions	100	
Engineering Services	0	
Insurance and Bonding	10,000	<u>\$10,000</u>
Legal and Audit Fees	4,000	
Maintenance Service - Buildings	2,000	
Maintenance Service - Equipment	5,000	
Maintenance Service - Grounds	0	
Maintenance Service - Street and Sidewalks	0	
Maintenance Service - Utility System	0	
Maintenance Service - Vehicles	20,000	
Telephone and Internet	3,000	
Testing and Lab Fees	0	
Travel and Training	2,500	
Utilities and Trash	1,000	
Other	0	
	<u>63,700</u>	

COMMODITIES AND SUPPLIES

Books and Periodicals	0	
Chemicals	0	
Commodity Purchases	0	
Commodity Tax	0	
Gasoline and Oil	3,000	
Office Supplies	500	
Operating Supplies	2,000	
Postage	50	
	<u>5,550</u>	

CAPITAL OUTLAY

Land	0	
Buildings	0	
Equipment	28,000	
Infrastructure Improvements	0	
Utility System Improvements	0	
Vehicles	50,000	
	<u>78,000</u>	

OTHER EXPENDITURES

Bank Charges	0	
Bond/Loan Interest	0	
Bond/Loan Principal	9,950	
Miscellaneous Expense	500	
	<u>10,450</u>	

TOTAL FIRE

<u>\$171,800</u>	<u>\$8,000</u>
------------------	----------------

PARKS AND RECREATION

PERSONNEL

Salaries - Officials	\$0	
Salaries - Administration	0	
Salaries - Employees	25,000	
Payroll Taxes	2,000	<u>\$2,000</u>
Unemployment	50	
Retirement	0	
Health Insurance	0	
Uniforms	0	
Workers Comp Insurance	0	
	<u>27,050</u>	

CONTRACTUAL SERVICES

Advertising	0	
Contractual Services	0	
Dues and Subscriptions	0	
Engineering Services	0	
Insurance and Bonding	9,000	<u>\$9,000</u>
Legal and Audit Fees	1,000	
Maintenance Service - Buildings	4,000	
Maintenance Service - Equipment	2,000	
Maintenance Service - Grounds	1,000	
Maintenance Service - Street and Sidewalks	1,000	
Maintenance Service - Utility System	0	
Maintenance Service - Vehicles	1,000	
Telephone and Internet	4,000	
Testing and Lab Fees	0	
Travel and Training	0	
Utilities and Trash	5,000	
Other	0	
	<u>28,000</u>	

COMMODITIES AND SUPPLIES

Books and Periodicals	0	
Chemicals	100	
Commodity Purchases	0	
Commodity Tax	0	
Gasoline and Oil	2,000	
Office Supplies	250	
Operating Supplies	3,000	
Postage	0	
	<u>5,350</u>	

CAPITAL OUTLAY

Land	0	
Buildings	0	
Equipment	15,000	
Infrastructure Improvements	0	
Utility System Improvements	0	
Vehicles	0	
	<u>15,000</u>	

OTHER EXPENDITURES

Bank Charges	0	
Bond/Loan Interest	0	
Bond/Loan Principal	0	
Miscellaneous Expense	500	
	<u>500</u>	

TOTAL PARKS AND RECREATION

<u>\$75,900</u>	<u>\$8,100</u>
-----------------	----------------

CULTURE/ECONOMIC DEVELOPMENT

PERSONNEL

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	0
Payroll Taxes	0
Unemployment	0
Retirement	0
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<u>0</u>

CONTRACTUAL SERVICES

Advertising	0
Contractual Services - Economic Development	5,000
Dues and Subscriptions	0
Engineering Services	0
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	0
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other - Depot and Tourism	0
	<u>40,000</u>
	<u>45,000</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	0
Operating Supplies	0
Postage	0
	<u>0</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	0
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>0</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	0
	<u>0</u>

TOTAL CULTURE/ECONOMIC DEVELOPMENT

\$45,000 \$0

STREETS**PERSONNEL**

Salaries - Officials	\$0	
Salaries - Administration	0	
Salaries - Employees	0	
Payroll Taxes	0	
Unemployment	0	
Retirement	0	
Health Insurance	0	
Uniforms	0	
Workers Comp Insurance	0	
	<u>0</u>	

CONTRACTUAL SERVICES

Advertising	0	
Contractual Services	0	
Dues and Subscriptions	0	
Engineering Services	0	
Insurance and Bonding	4,200	<u>\$4,200</u>
Legal and Audit Fees	0	
Maintenance Service - Buildings	1,000	
Maintenance Service - Equipment	10,000	
Maintenance Service - Grounds	2,400	
Maintenance Service - Street and Sidewalks	6,000	
Maintenance Service - Utility System	0	
Maintenance Service - Vehicles	12,000	
Telephone and Internet	0	
Testing and Lab Fees	0	
Travel and Training	0	
Utilities and Trash	23,000	
Other	0	
	<u>58,600</u>	

COMMODITIES AND SUPPLIES

Books and Periodicals	0	
Chemicals	14,000	
Commodity Purchases	0	
Commodity Tax	0	
Gasoline and Oil	38,000	
Office Supplies	0	
Operating Supplies	25,000	
Postage	0	
	<u>77,000</u>	

CAPITAL OUTLAY

Land	0	
Buildings	0	
Equipment	21,000	
Infrastructure Improvements	300,000	
Utility System Improvements	0	
Vehicles	0	
	<u>321,000</u>	

OTHER EXPENDITURES

Bank Charges	0	
Bond/Loan Interest	0	
Bond/Loan Principal	0	
Miscellaneous Expense	0	
	<u>0</u>	

TOTAL STREET

<u>\$456,600</u>	<u>\$0</u>
------------------	------------

IMRF FUND**PERSONNEL**

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	0
Payroll Taxes	0
Unemployment	0
Retirement	93,000
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<hr/>
	93,000

CONTRACTUAL SERVICES

Advertising	0
Contractual Services	0
Dues and Subscriptions	0
Engineering Services	0
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	0
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other	0
	<hr/>
	0

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	0
Operating Supplies	0
Postage	0
	<hr/>
	0

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	0
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<hr/>
	0

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	0
	<hr/>
	0

TOTAL IMRF FUND

	<hr/>	
	\$93,000	\$84,000

LIBRARY FUND

PERSONNEL

Salaries - Officials	\$0	
Salaries - Administration	0	
Salaries - Employees	18,000	
Payroll Taxes	1,500	<u>\$500</u>
Unemployment	50	
Retirement	0	
Health Insurance	0	
Uniforms	0	
Workers Comp Insurance	0	
	<u>19,550</u>	

CONTRACTUAL SERVICES

Advertising	0	
Contractual Services	3,000	
Dues and Subscriptions	1,800	
Engineering Services	0	
Insurance and Bonding	1,900	<u>\$1,050</u>
Legal and Audit Fees	400	
Maintenance Service - Buildings	1,200	
Maintenance Service - Equipment	1,000	
Maintenance Service - Grounds	200	
Maintenance Service - Street and Sidewalks	0	
Maintenance Service - Utility System	0	
Maintenance Service - Vehicles	0	
Telephone and Internet	500	
Testing and Lab Fees	0	
Travel and Training	0	
Utilities and Trash	1,600	
Other	250	
	<u>11,850</u>	

COMMODITIES AND SUPPLIES

Books and Periodicals	2,000	
Chemicals	0	
Commodity Purchases	0	
Commodity Tax	0	
Gasoline and Oil	0	
Office Supplies	500	
Operating Supplies	800	
Postage	200	
	<u>3,500</u>	

CAPITAL OUTLAY

Land	0	
Buildings	0	
Equipment	0	
Infrastructure Improvements	0	
Utility System Improvements	0	
Vehicles	0	
	<u>0</u>	

OTHER EXPENDITURES

Bank Charges	0	
Bond/Loan Interest	0	
Bond/Loan Principal	0	
Miscellaneous Expense	500	
	<u>500</u>	

TOTAL LIBRARY FUND

<u>\$35,400</u>	<u>\$16,200</u>
-----------------	-----------------

MOTOR FUEL TAX FUND

PERSONNEL

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	0
Payroll Taxes	0
Unemployment	0
Retirement	0
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<u>0</u>

CONTRACTUAL SERVICES

Advertising	0
Contractual Services	0
Dues and Subscriptions	0
Engineering Services	15,000
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	85,955
Maintenance Service - Utility System	0
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other	0
	<u>100,955</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	0
Operating Supplies	0
Postage	0
	<u>0</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	0
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>0</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	0
	<u>0</u>

TOTAL MOTOR FUEL TAX FUND

<u>\$100,955</u>	<u>\$0</u>
------------------	------------

TIF FUND**PERSONNEL**

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	0
Payroll Taxes	0
Unemployment	0
Retirement	0
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<u>0</u>

CONTRACTUAL SERVICES

Advertising	0
Contractual Services	0
Dues and Subscriptions	550
Engineering Services	0
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	330,000
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other - Economic Development	220,000
	<u>550,550</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	0
Operating Supplies	0
Postage	0
	<u>0</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	0
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>0</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	500
	<u>500</u>

TOTAL TIF FUND

\$551,050 \$0

CDAP HOUSING FUND

PERSONNEL

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	0
Payroll Taxes	0
Unemployment	0
Retirement	0
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<u>0</u>

CONTRACTUAL SERVICES

Advertising	0
Contractual Services	0
Dues and Subscriptions	0
Engineering Services	0
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	0
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other	0
	<u>0</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	0
Operating Supplies	0
Postage	0
	<u>0</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	0
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>0</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	0
	<u>0</u>

TOTAL CDAP HOUSING FUND

	<u>\$0</u>	<u>\$0</u>
--	------------	------------

GARBAGE FUND**PERSONNEL**

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	21,000
Payroll Taxes	1,700
Unemployment	50
Retirement	0
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<u>22,750</u>

CONTRACTUAL SERVICES

Advertising	250
Contractual Services - Refuse Removal	83,000
Dues and Subscriptions	0
Engineering Services	0
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	0
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other	0
	<u>83,250</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	250
Operating Supplies	1,100
Postage	1,100
	<u>2,450</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	0
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>0</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	500
	<u>500</u>

TOTAL GARBAGE FUND

<u>\$108,950</u>	<u>\$21,500</u>
------------------	-----------------

WATER FUND

PERSONNEL

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	200,000
Payroll Taxes	15,300
Unemployment	250
Retirement	0
Health Insurance	30,000
Uniforms	0
Workers Comp Insurance	0
	<u>245,550</u>

CONTRACTUAL SERVICES

Advertising	100
Contractual Services	2,800
Dues and Subscriptions	500
Engineering Services	26,000
Insurance and Bonding	23,000
Legal and Audit Fees	2,000
Maintenance Service - Buildings	1,000
Maintenance Service - Equipment	6,000
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	720,000
Maintenance Service - Vehicles	500
Telephone and Internet	1,500
Testing and Lab Fees	7,000
Travel and Training	600
Utilities and Trash	30,000
Other	500
	<u>821,500</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	56,000
Commodity Purchases - Water	0
Commodity Tax	0
Gasoline and Oil	2,500
Office Supplies	1,000
Operating Supplies	4,000
Postage	1,600
	<u>65,100</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	15,000
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>15,000</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	500
	<u>500</u>

TOTAL WATER FUND**\$1,147,650**

SEWER FUND**PERSONNEL**

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	124,000
Payroll Taxes	10,000
Unemployment	250
Retirement	0
Health Insurance	24,000
Uniforms	0
Workers Comp Insurance	0
	<u>158,250</u>

CONTRACTUAL SERVICES

Advertising	100
Contractual Services	2,700
Dues and Subscriptions	500
Engineering Services	5,000
Insurance and Bonding	19,000
Legal and Audit Fees	4,000
Maintenance Service - Buildings	500
Maintenance Service - Equipment	2,000
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	225,000
Maintenance Service - Vehicles	2,000
Telephone and Internet	0
Testing and Lab Fees	3,000
Travel and Training	500
Utilities and Trash	42,000
Other	500
	<u>306,800</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	3,000
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	2,500
Office Supplies	500
Operating Supplies	2,500
Postage	1,100
	<u>9,600</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	15,000
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>15,000</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	34,500
Bond/Loan Principal	0
Miscellaneous Expense	500
	<u>35,000</u>
TOTAL SEWER FUND	<u>\$524,650</u>

GAS FUND**PERSONNEL**

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	168,000
Payroll Taxes	13,000
Unemployment	250
Retirement	0
Health Insurance	24,000
Uniforms	0
Workers Comp Insurance	0
	<u>205,250</u>

CONTRACTUAL SERVICES

Advertising	100
Contractual Services	5,000
Dues and Subscriptions	4,000
Engineering Services	5,000
Insurance and Bonding	6,000
Legal and Audit Fees	9,000
Maintenance Service - Buildings	500
Maintenance Service - Equipment	4,000
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	30,000
Maintenance Service - Vehicles	2,000
Telephone and Internet	1,400
Testing and Lab Fees	0
Travel and Training	2,500
Utilities and Trash	0
Other	500
	<u>70,000</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases - Gas	280,000
Commodity Tax	11,000
Gasoline and Oil	2,000
Office Supplies	1,000
Operating Supplies	3,000
Postage	1,200
	<u>298,200</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	15,000
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>15,000</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	500
	<u>500</u>

TOTAL GAS FUND\$588,950

FIRE INSURANCE TAX FUND

PERSONNEL

Salaries - Officials	\$0
Salaries - Administration	0
Salaries - Employees	0
Payroll Taxes	0
Unemployment	0
Retirement	0
Health Insurance	0
Uniforms	0
Workers Comp Insurance	0
	<u>0</u>

CONTRACTUAL SERVICES

Advertising	0
Contractual Services	0
Dues and Subscriptions	0
Engineering Services	0
Insurance and Bonding	0
Legal and Audit Fees	0
Maintenance Service - Buildings	0
Maintenance Service - Equipment	0
Maintenance Service - Grounds	0
Maintenance Service - Street and Sidewalks	0
Maintenance Service - Utility System	0
Maintenance Service - Vehicles	0
Telephone and Internet	0
Testing and Lab Fees	0
Travel and Training	0
Utilities and Trash	0
Other	0
	<u>0</u>

COMMODITIES AND SUPPLIES

Books and Periodicals	0
Chemicals	0
Commodity Purchases	0
Commodity Tax	0
Gasoline and Oil	0
Office Supplies	0
Operating Supplies	0
Postage	0
	<u>0</u>

CAPITAL OUTLAY

Land	0
Buildings	0
Equipment	4,000
Infrastructure Improvements	0
Utility System Improvements	0
Vehicles	0
	<u>4,000</u>

OTHER EXPENDITURES

Bank Charges	0
Bond/Loan Interest	0
Bond/Loan Principal	0
Miscellaneous Expense	0
	<u>0</u>

TOTAL FIRE INSURANCE TAX FUND**\$4,000**

SUMMARY

	Appropriated	Levy
Appropriated from Non-Tax Income	\$ 4,447,955	
Appropriated from Proceeds of the General Corporate Tax	35,500	\$35,500
Appropriated from Proceeds of the Audit Tax	0	0
Appropriated from Proceeds of the IMRF Tax	84,000	84,000
Appropriated from Proceeds of the Social Security Tax	31,500	31,500
Appropriated from Proceeds of the Tort, Liability, Property Ins Tax	32,000	32,000
Appropriated from Proceeds of the Workers Comp Ins Tax	10,750	10,750
Appropriated from Proceeds of the Police ProtectionTax	8,000	8,000
Appropriated from Proceeds of the Fire ProtectionTax	8,000	8,000
Appropriated from Proceeds of the Playground & Recreation Tax	8,100	8,100
Appropriated from Proceeds of the Library Tax	16,200	16,200
Appropriated from Proceeds of the Garbage Disposal Tax	21,500	21,500
	\$4,703,505	\$255,550

SECTION 2. That the Clerk of the City of Vienna, on the passage, approval, and recording of this ordinance is hereby authorized and directed to file a certified copy hereof with the County Clerk of the County of Johnson, in the State of Illinois, as required by the Statute of said State in such case made and provided.

SECTION 3. This ordinance levying and assessing the taxes of the City of Vienna, shall be printed in book or pamphlet form, published by authority of the City Council of the City of Vienna, Illinois, and such book and pamphlet shall be prima facie evidence of the contents, passage, and legal publication of the ordinance, as of the dates hereinafter mentioned, in all Courts of administrative tribunals, and this ordinance shall be in full force and effect from and after its passage, approval and publication on the manner provided by law.

Mayor

ATTEST

Clerk

Approved: _____

Passed: _____

Published: _____

AGREEMENT FOR PUBLIC UTILITY EASEMENT

This Agreement for Easement made this 6th day of December, 2023, by and between **Johnson County 2000, Inc.**, An Illinois not-for-profit corporation (hereinafter referred to as “Grantor”) whose address is _____, Vienna, Illinois and **the City of Vienna, Illinois**, an Illinois Municipal Corporation (hereinafter referred to as “Grantee”) whose address is 205 North 4th Street, Vienna, Illinois;

WITNESSETH:

A. WHEREAS, Grantor is the owner of the following described real estate:

A PART OF LOT 4 IN THE JOHNSON COUNTY INDUSTRIAL PARK SUBDIVISION. BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN SITUATED IN VIENNA, JOHNSON COUNTY, ILLINOIS

(the real estate referred to in this Paragraph A is hereinafter referred to as “Grantor’s real estate”).

B. WHEREAS, Grantor is willing to grant and Grantee desires to obtain a perpetual easement over, upon, under, and across Grantor’s real estate for utility purposes together with rights of ingress and egress; and

C. WHEREAS, the parties desire to enter into an agreement whereby Grantee would have those rights specified in this Agreement to use Grantor’s real estate.

NOW THEREFORE, in consideration of the promises contained in this Agreement and of One Dollar paid by Grantee to Grantor and other good and valuable consideration,

the receipt of which is acknowledged by the parties hereto, the parties hereto agree as follows:

1. The Grantor hereby grants and conveys to the Grantee, the following rights in Grantor's real estate:

a. A permanent and perpetual easement over, upon, under, and across Grantor's real estate to construct, operate, maintain, repair, and replace any and all utilities and related equipment and appurtenances including without limitation natural gas lines, electrical lines, water lines, sewer lines, lift stations, manholes, pump stations, meters, vaults, poles, guy wires, fiber optic lines, cable, telecommunication equipment or other similar utility equipment and for such purposes a perpetual easement for ingress and egress over, upon, and across Grantor's real estate is also granted.

b. Said easement shall be twenty feet in width, ten feet on either side of the following described centerline:

COMMENCING AT AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 4 IN JOHNSON COUNTY INDUSTRIAL PARK, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDUSTRIAL DRIVE WITH THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 146; THENCE NO4°44'38"E 10.02 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF INDUSTRIAL DRIVE TO A POINT, THIS BEING THE WESTERN TERMINUS OF SAID CENTERLINE AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE FOLLOWING FIVE (5) CALLS; THENCE S81°51'31"E 191.74 FEET TO A POINT; THENCE N83°55'55"E 110.10 FEET TO A POINT; THENCE S83°14'52"E 176.02 FEET TO A POINT; THENCE S76°01'37"E 313.61 FEET TO A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THIS BEING THE EASTERN TERMINUS OF SAID CENTERLINE.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF JOHNSON, STATE OF ILLINOIS.

2. The Grantor, its, legal representatives, successors and assigns shall not construct any buildings, fences, or permanent improvement's over the area of the easement which would interfere with the use of said easement by Grantee and its successors, and assigns. Grantee and its successors, and assigns, shall be responsible for restoring the soil, grass, and any flowers or shrubberies damaged by Grantee, its officers, agents, contractors, successors, or assignees in the use of said easement.

3. It is the intent of the parties to this Agreement that this Agreement shall run with the land and that the Grantor's real estate shall be the servient tenement.

4. That this Agreement shall be binding upon the parties hereto, their personal representatives, successors and assigns. Further, whenever the word "Grantor" is used in this Agreement, that term applies to the Grantor, its officers, directors, employees, agents, assigns, and successors. Further, that whenever the word "Grantee" is used in this Agreement, that term applies to the Grantee, its officers, directors, employees, agents, successors and assigns in title or interest.

5. No alteration, change, modification or amendment to this Agreement or the easement granted herein of any kind whatsoever shall be made or claimed by the parties hereto, and no notice of any alteration, change, modification or amendment, made or claimed by the parties shall have any force or effect whatsoever unless it shall be in writing and signed by the parties hereto or their respective successors or assigns.

6. During the term of this Agreement, Grantee shall be solely responsible for and hold Grantor and its officers, employees, agents, successors, and assigns harmless from all accidents arising from Grantee's exercise of the rights acquired in this Agreement including any injury of damage to any person or to any property at any time on said

premises from any cause whatever which may arise from the said use specified in paragraph 1 of this Agreement except any injury or damage caused by the negligence of Grantor or its officers, agents, contractors, employees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date first written above.

Grantor: Johnson County 2000, Inc.

By: _____
Larry Mizell, its President

Grantee: City of Vienna, a municipal corporation

By: _____
Steven Penrod, its Mayor

Attest: _____
Aleatha Wright, its City Clerk

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF MASSAC)

I the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Steven Penrod and Aleatha Wright personally known to me to be the Mayor and City Clerk of the City of Vienna, Illinois, Grantee herein, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said City with authority given by the City Council for the uses and purposes herein set forth.

Given under my hand and notarial seal this _____ day of December, 2023.

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF MASSAC)

I the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Larry Mizell and Zachary Garrett, personally known to me to be the President and Secretary, respectively of Johnson County 2000, Inc., the Grantor, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts and as the free and voluntary act of said corporation with authority given by its Board for the uses and purposes herein set forth.

Given under my hand and notarial seal this _____ day of December, 2023.

Notary Public

INTERCONNECT AGREEMENT

BETWEEN

TRUNKLINE GAS COMPANY, LLC

AND

CITY OF VIENNA

M&R 80052

JOHNSON COUNTY, ILLINOIS

TABLE OF CONTENTS

ARTICLE 1 FACILITY DESCRIPTION AND LOCATION1

ARTICLE 2 ENGINEERING, CONSTRUCTION AND RIGHTS OF WAY2

ARTICLE 3 OWNERSHIP AND REIMBURSEMENT OF COST3

ARTICLE 4 OPERATIONS AND MAINTENANCE RESPONSIBILITIES4

ARTICLE 5 NOTIFICATION5

ARTICLE 6 INDEMNIFICATION AND LIABILITIES6

ARTICLE 7 INSURANCE REQUIRMENTS7

ARTICLE 8 ASSIGNMENTS8

ARTICLE 9 TERM8

ARTICLE 10 AUDITS9

ARTICLE 11 MISCELLANEOUS9

EXHIBIT A - FACILITIES DRAWING

EXHIBIT B - RESPONSIBILITIES MATRIX - CONSTRUCTION, OWNERSHIP, OPERATION AND
MAINTENANCE RESPONSIBILITIES FOR THE INTERCONNECTING FACILITIES

EXHIBIT C - DATA SHARING

INTERCONNECT AGREEMENT

This Interconnect Agreement ("Agreement") is entered into by and between Trunkline Gas Company, LLC ("Company"), a Delaware Limited Liability Company with its principal office in Houston, Texas and the City of Vienna ("Connecting Party"). Company and Connecting Party may also from time to time herein be referred to individually as a "Party" and collectively as the "Parties." The effective date ("Effective Date") of this Agreement shall be the signature date of the last of the Parties to sign this Agreement.

WITNESSETH:

WHEREAS, Company owns and operates a natural gas pipeline system for the transportation of gas in interstate commerce; and

WHEREAS, Connecting Party is engaged in the local distribution of natural gas to end users; and

WHEREAS, the Parties have an existing interconnection between Connecting Party's facilities and Company's existing 36" Line No. 100-3, (Joppa Discharge Group) in Johnson County, Illinois Section 04, Township 13S, Range 3E, at Company's Valve Section 104-3, milepost 552.40 ("Interconnection"); and

WHEREAS, Connecting Party has requested to modify the Interconnection for the purpose of delivering up to 130 MSCF/H of natural gas from Company to Connecting Party; and

WHEREAS, as a result of Connecting Party's request to receive higher volumes at the Interconnection, Company shall replace certain existing metering equipment at the Interconnection with new metering equipment; and

WHEREAS, there have heretofore been no formal written agreements between the Parties setting forth the terms and conditions that govern the existence, operation, and maintenance of the Interconnection; and

WHEREAS, the Parties desire to now enter into this Agreement in order to better define the terms and conditions that govern the proposed construction, as well as the ongoing operation and maintenance of the Interconnection.

NOW, THEREFORE, in consideration of the premises, above, and the mutual covenants hereinafter set forth, Company and Connecting Party agree as follows:

ARTICLE 1 FACILITY DESCRIPTION AND LOCATION

1.01 The Interconnection shall consist of the installation of those facilities required by Company to deliver gas to Connecting Party, such facilities collectively comprising the "Interconnecting Facilities" shall include the facilities owned by Connecting Party ("Connecting Party Interconnecting Facilities") and the facilities owned by Company ("Company Interconnecting Facilities") described in Exhibits A & B, attached hereto and incorporated herein by this reference, consisting of the following:

- A. The measuring and regulating station ("M&R") which includes:
 1. Two 2" Ultrasonic meter runs including all associated piping, valves, flanges, and fittings (the "Meter Run"). In addition, Company shall install a meter tube switching valve on the Meter Run.
 2. All-weather meter site, fencing, grounding and an all-weather access road (the "Meter Site").
 3. Company's pressure regulation equipment and associated piping, valves, and flanges (the "Company Pressure Regulation").
 4. Company's overpressure protection equipment, monitoring and controls to protect

Company's facilities located downstream of the Company OPP against over pressuring (collectively, the "Company OPP").

5. Company's gas heater and associated piping, valves, and flanges to increase the temperature of the gas stream (the "Gas Heater").
 6. All applicable instrumentation.
- B. Company's electronic gas measurement ("EGM") equipment including EGM building, static pressure transmitters, temperature transmitters, RTU, communications equipment, and associated equipment and instrumentation (collectively, "Company EGM" as applicable).
 - C. Connecting Party's EGM equipment including EGM building, static pressure transmitters, temperature transmitters, RTU, communications equipment, and associated equipment and instrumentation (collectively, "Connecting Party EGM").
 - D. The tap consisting of a tap valve, a check valve, a riser, and an insulating flange on Company's Line No. 100-3 including all piping between such tap valve, check valve and insulating flange (collectively the "Tap").
 - E. Company's connecting piping, consisting of the piping between the downstream flange of Company's Tap and the upstream flange of the Meter Run as well as the downstream flange of the Meter Run and the isolating flange (the "Company Connecting Piping"). Such isolating flange shall be the point of separation between Company's facilities and Connecting Party's facilities (the "Custody Transfer Point").
 - F. Connecting Party's connecting piping, consisting of the piping between the Custody Transfer Point and the fence line of the Meter Site (the "Connecting Party Connecting Piping").
 - G. Connecting Party's pressure regulation equipment (the "Connecting Party Pressure Regulation") and overpressure protection equipment, monitoring and controls (the "Connecting Party OPP") to regulate the gas pressure and protect against over pressuring.
- 1.02 Additional gas piping ("Downstream Piping") and equipment is planned by Connecting Party to be installed downstream of the Company Interconnecting Facilities. Such Downstream Piping and equipment (the "Connecting Party Downstream Facilities") may consist of Connecting Party's lateral and valves, pressure regulation, and piping, and may include compression, overpressure protection, gas heating, and/or filter-separation equipment, or other piping and equipment as deemed necessary by Connecting Party.
- 1.03 In the event the delivery volumes fall below the minimum or exceed the maximum measurement and/or flow control capability of the measurement station, Company retains the right to require Connecting Party, at Connecting Party's expense, to install the necessary equipment (or to require Connecting Party to reimburse Company for installing the necessary equipment) to perform more accurate custody transfer measurement and any other additional facilities as specified by Company to maintain the integrity of the interconnect.
- 1.04. The Interconnecting Facilities are designed to accommodate delivery volumes from a minimum of 0.013 MMSCFD to a maximum of 3.40 MMSCFD.

ARTICLE 2 ENGINEERING, CONSTRUCTION AND RIGHTS OF WAY

2.01 Design, Material Specification and Procurement, Construction and Project Management – Company, or its designee, shall carry out design, material specification and procurement, construction and project management of the Interconnecting Facilities hereunder in accordance with DOT Title 49 CFR Part 192, applicable federal, state and local safety regulations, Company specifications identified in the Engineering Standards – Interstate, Volume 9 – Measurement/Interconnects: *Onshore Interconnect Requirements* document (the "Specifications") and in accordance with sound and prudent natural gas pipeline industry practices. The measurement equipment shall be designed in accordance with the latest

edition of specifications prescribed by the American Gas Association, if Coriolis measurement, *Report No. 11, Measurement of Natural Gas by Coriolis Meter*, February 2013, or if ultrasonic measurement, *Report No.9, Measurement of Natural Gas by Multipath Ultrasonic Meters*, January 2022, or if orifice measurement, *Report No. 3, Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids – Concentric, Square-edged Orifice Meters, Part 2*, March 2016 or any revision(s) thereof effective on the date of execution and Company's meter tube standard drawings. All electrical equipment will be designed, installed and inspected in accordance with the latest edition of the National Electric Code (ANSI/NFPA 70) and all applicable Company engineering standards and Specifications. All hazardous area classifications shall be determined or approved by Company.

2.02 Company Interconnecting Facilities – Company, or its designee, shall carry out design, material specification and procurement, construction and project management of the Company Interconnecting Facilities, as defined in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference. Company or its designee shall prepare and file any necessary Federal Energy Regulatory Commission (“FERC”) filings and exhibits in regard to the Company Interconnecting Facilities. Connecting Party shall fully support such filings provided that Connecting Party may withhold or redact proprietary or other confidential information.

Company shall, as to those facilities which it is to install hereunder, utilize reasonable efforts to install same in a prompt manner. However, it is recognized and stipulated that limitations as to availability of personnel and/or materials may cause delays in the installation of such facilities. Under no circumstances shall Company be deemed to have agreed by entry into this Agreement, that said facilities shall be installed by any particular date.

2.03 Connecting Party Downstream Facilities All such piping and equipment installed by Connecting Party within the M&R Fenced site and up to 40 feet outside of the M&R fencing shall be 100% x-rayed and designed in accordance with ANSI 600, DOT Title 49 CFR Part 192 and applicable federal, state, and local safety regulations and in accordance with sound and prudent natural gas pipeline industry practices.

2.04 Power and Communications – Company, at its expense will provide solar power and radio communication to the Company Interconnecting Facilities. Connecting Party will provide the power and communication to the Connecting Party Interconnecting Facilities and to the Connecting Party Downstream Facilities.

2.05 Rights of Way – Company and Connecting Party are parties to an existing lease dated August 13, 1956, whereby Connecting Party leases and lets to Company a tract of land that is 50' x 60' in size which comprises the Meter Site, for the construction and maintenance of a Measuring and Regulating Station, together with the right of ingress to and egress from such Meter Site and the Company Interconnecting Facilities. The Company Interconnecting Facilities are located within the Meter Site.

2.06 Data Sharing - Company agrees to permit Connecting Party access to certain measurement data for the Interconnection described herein, in accordance with the terms set forth in Exhibit C attached hereto.

ARTICLE 3 OWNERSHIP AND REIMBURSEMENT OF COST

3.01 Company shall own the Company Interconnecting Facilities. Connecting Party shall own the Connecting Party Interconnecting Facilities. Demarcation of the change of ownership between such facilities owned by Company and such facilities owned by Connecting Party is set forth in the attached Exhibit A and Exhibit B.

3.02 Connecting Party shall reimburse Company 100% for all costs and expenses that are to be incurred by Company pursuant to this Agreement including but not limited to design, procurement, installation, and commissioning of the Interconnecting Facilities. Company's estimated reimbursement cost is _____ thousand, ___ hundred U.S. dollars (\$_____) (“ERC”). Connecting Party acknowledges that such ERC may include a Federal Income Tax Gross-up. Connecting Party understands that such ERC may not equal Company's actual total, invoiced cost, and the Connecting Party, nevertheless, shall be responsible for the actual invoiced cost upon completion of construction and installation of the

Interconnecting Facilities.

Prepayment by Connecting Party for the ERC shall be due within ten (10) working days following Connecting Party's execution of this Agreement and issuance of an invoice.

The Parties agree that upon determination of the actual costs and expenses, both direct and indirect, incurred by Company pursuant to this Agreement in connection with or as a result of the construction and installation of the Interconnecting Facilities and other related matters set forth above, an accounting between the Parties shall be made as promptly as practicable thereafter to the effect that Company will reimburse Connecting Party for that portion of the ERC prepayment that is in excess of such actual costs and expenses or Connecting Party shall reimburse Company for that portion of such actual costs and expenses that were incurred by Company in excess of the ERC prepayment, as the case may be. Should Connecting Party fail to pay all or any part of the amount of any invoice rendered by Company, interest on any unpaid amounts shall accrue from the due date of such invoice, until the date of payment received by Company. Such interest shall accrue at the lower of the J. P. Morgan Chase Bank prime rate plus two percent (2%) per annum or the maximum allowable interest rate permitted by applicable law from the due date until paid. Additionally, should Connecting Party fail to pay all or any part of the amount of any invoice rendered by Company, Company may, at Company's sole discretion, use remedies specified in its current tariff.

ARTICLE 4 OPERATIONS AND MAINTENANCE RESPONSIBILITIES

Delineation of responsibility for operation and maintenance for the Company Interconnecting Facilities, Connecting Party Interconnecting Facilities, and Connecting Party Downstream Facilities are described in Exhibit A and Exhibit B. Detailed descriptions of the operation and maintenance responsibilities for certain Company Interconnecting Facilities and Connecting Party Interconnecting Facilities are included below.

4.01 **Company EGM** - Company or its designee, at its expense, shall operate and maintain the Company EGM. Such Company EGM operation shall include but not be limited to operation, calibration and testing. Company EGM maintenance shall include calibration, repair or replacement of the Company EGM. Such operation and maintenance shall be in accordance with the requirements of any federal, state or other governmental agency having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice.

The Company EGM shall calculate the custody transfer gas volumes through the M&R. Dekatherm volumes will be calculated on a dry BTU basis.

4.02 **Connecting Party EGM** - Connecting Party or its designee, at its expense, shall operate and maintain the Connecting Party EGM. Such Connecting Party EGM operation shall include but not be limited to operation, calibration and testing. Connecting Party EGM maintenance shall include calibration, repair or replacement of the Connecting Party EGM. Such operation and maintenance shall be in accordance with the requirements of any federal, state or other governmental agency having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice.

4.03 Connecting Party shall be solely responsible for upkeep and maintenance of Connecting Party Interconnecting Facilities and Connecting Party Downstream Facilities subject hereto including but not limited to blasting cleaning, painting, grounding, and rust protection relevant to same as well as upkeep of the grounds surrounding same. Such grounds upkeep responsibilities shall include but not be limited to painting, fencing, vehicular all-weather access road repair and maintenance and mowing. Should Connecting Party not perform the upkeep and maintenance work, Company may elect, at its sole discretion, to shut-in the Interconnection until such upkeep and maintenance work has been completed to Company's satisfaction.

4.04 Company operates its pipeline system at pressures not to exceed the maximum allowable operating pressure ("MAOP") of Company's pipelines and facilities. Company's MAOP of its Line No. 100-3 is 900 psig. The MAOP of the Company Interconnecting Facilities located downstream of the Company OPP is 195 psig. As a courtesy, Company shall use best efforts to regulate the delivery pressure to Connecting Party at the Custody Transfer Point to Connecting Party's desired delivery pressure of 170 psig. Company, at its sole discretion, may operate the Company Interconnecting Facilities located

downstream of the Company OPP up to its MAOP of 195 psig at any time. Therefore, Connecting Party must, in order to be assured of having the physical capacity to receive gas through this Interconnection, have the capacity of receiving gas up to such MAOP. Company may in the future change its MAOP and therefore require Connecting Party, at Connecting Party's expense, to modify its facilities. Flow volume to Connecting Party may be limited by the available operating pressure of Company's pipelines. Company does not guarantee any specific delivery pressure to the Connecting Party at the Interconnection.

Connecting Party is responsible for any field compression necessary to satisfy the delivery pressure requirements of Connecting Party Downstream Facilities, it being understood that Company does not hereby guarantee any specific minimum or maximum delivery pressure. If Connecting Party utilizes compression, such compression shall be installed at the sole cost and expense of Connecting Party. Pulsation dampening equipment shall be installed by Connecting Party, at its sole cost and expense, if required, to assure accurate measurement in accordance with the measurement specifications as specified in this Agreement.

Connecting Party is solely responsible for overpressure protection of the Connecting Party Interconnecting Facilities and the Connecting Party Downstream Facilities. Notwithstanding anything herein to the contrary, Company shall have no liability for, and Connecting Party shall indemnify and hold Company harmless from and against, any liability, losses or claims for damages resulting from overpressuring of the Connecting Party Interconnecting Facilities or the Connecting Party Downstream Facilities.

ARTICLE 5 NOTIFICATION

5.01 All notices and other communications between the Parties, unless otherwise specifically provided, must be in writing and deemed to have been duly given when delivered in person, by E-mail or deposited with the United States Postal Service, First Class, with postage prepaid, or deposited with a nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested):

If to Connecting Party:

For Payments:

City of Vienna
Address (matching CP's W-9 and/or what is included in ET's SAP system)
Address
Phone

For All Other Communications:

Connecting Party Contact
City of Vienna
Address
Address
Phone
email@address.com

If to Company:

For Payments: As instructed on the invoice.

For All Other Communications:

1. Prior to facilities being placed in service, please notify the Project Manager:

Project Manager
TRUNKLINE GAS COMPANY, LLC
Kelly Orndorff
8910 Purdue Road, Ste 300, Indianapolis IN 46268
314-203-7860
kelly.ordorff@energytransfer.com

2. After facilities are placed in service, please notify Company's Director of Technical Operations:

Director of Technical Operations
Scott Gallagher
8910 Purdue Road, Ste 300, Indianapolis, IN 46268
317-879-3022
scott.m.gallagher@energytransfer.com

or to such other address as Party from time to time may designate for itself.

ARTICLE 6 INDEMNIFICATION AND LIABILITIES

6.01 (A) TO THE FULLEST EXTENT PERMITTED BY LAW, CONNECTING PARTY AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS COMPANY, ITS PARENTS, AFFILIATES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY "COMPANY INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS AND ACTIONS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITIES AND EXPENSES OF EVERY KIND, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR DEFENSE, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION, CLAIMS FOR POLLUTION AND ENVIRONMENTAL DAMAGE), ANY CIVIL OR CRIMINAL FINES OR PENALTIES, DISCOVERED OR UNDISCOVERED, ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR RESULT FROM, OR IN ANY WAY INCIDENTAL TO, (i) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONNECTING PARTY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS OR SUBCONTRACTORS OF ANY TIER, OR (ii) CONNECTING PARTY'S BREACH OF THIS AGREEMENT (COLLECTIVELY "LIABILITIES"), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY COMPANY INDEMNITEE OR BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CONTRACTOR OR SUBCONTRACTOR OF COMPANY. THIS INDEMNITY SHALL APPLY, WITHOUT LIMITATION TO ANY "LIABILITIES" IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY APPLICABLE STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

6.01 (B) TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS CONNECTING PARTY, ITS PARENTS, AFFILIATES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY "CONNECTING PARTY INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS AND ACTIONS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITIES AND EXPENSES OF EVERY KIND, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR DEFENSE, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION, CLAIMS FOR POLLUTION AND ENVIRONMENTAL DAMAGE), ANY CIVIL OR CRIMINAL FINES OR PENALTIES, DISCOVERED OR UNDISCOVERED, ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR RESULT FROM, OR IN ANY WAY INCIDENTAL TO, (i) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS OR SUBCONTRACTORS OF ANY TIER, OR (ii) COMPANY'S BREACH OF THIS AGREEMENT (COLLECTIVELY "LIABILITIES"), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CONNECTING PARTY INDEMNITEE OR BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CONTRACTOR OR SUBCONTRACTOR OF CONNECTING PARTY. THIS INDEMNITY SHALL APPLY, WITHOUT LIMITATION TO ANY "LIABILITIES" IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY APPLICABLE STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

6.02 As used in Section 6.01 above, the term "Claims and Actions" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, right of recovery for any relief or damages, debts, accounts, damages, costs, losses, liabilities and expenses (including, without limitation, interest,

court costs, attorneys' fees and expenses, and other costs of defense), of any kind or nature including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Toxic Substances Control Act, and federal and state equivalents.

6.03 In the event that any statute or rule of law should be held applicable to any indemnity clause in favor of one or more of the Company Indemnitees or the Connecting Party Indemnitees which would render void, voidable, or unenforceable any such indemnity clause as to any party by reason of any provisions contained therein, then and in only such event, such indemnity clause shall be deemed modified and read, construed and enforced as to such party with respect to the provisions held to violate the statute or rule of law to require indemnity by the indemnifying party to the fullest extent required by such indemnity provision modified and limited only to the degree or extent necessary to bring such indemnity into compliance with such statute or rule of law, but otherwise, the indemnity shall remain in full force and effect and binding upon the Parties hereto.

6.04 THE PARTIES SHALL BE LIABLE TO ONE ANOTHER FOR DIRECT DAMAGES ONLY. THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY MANNER RELATED TO THIS AGREEMENT.

ARTICLE 7 INSURANCE REQUIREMENTS

Insurance Requirements: without limiting the scope or extent of the protection afforded the Parties or the liabilities assumed by the Parties herein, each Party shall obtain and maintain in force for the entire life of this Agreement the following insurance:

7.01 Each Party shall maintain, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Agreement but at levels not less than the minimums indicated.

- A. Worker's compensation insurance. Each of the Parties shall obtain worker's compensation insurance covering each of its respective operations and work being performed pursuant to this Agreement which shall apply to all of its employees and its affiliates, including borrowed servants, alternate and statutory employees, in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit;
- B. Commercial General Liability insurance applicable to each respective Party's operations under this Agreement including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and sudden and accidental pollution, with a limit of one million dollars (\$1,000,000) per occurrence;
- C. Commercial/Business Automobile Liability insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of one million dollars (\$1,000,000) per accident; and,
- D. Excess Umbrella Liability coverage in excess of the terms and limits of insurance specified in Section 7.01 (A), (B) and (C) above with a combined limit of five million dollars (\$5,000,000) per occurrence.

All insurance policies required to be obtained and maintained must be provided by insurers with an A.M. Best rating of A- VII or higher.

7.02 Material modification or cancellation of policies providing coverage hereunder, as it affects the interest of either Party, shall only be effective thirty (30) days after written notice of modification or cancellation is received from the insurance company by the affected Party. Prior to commencing work

under this Agreement, the Parties shall deliver to each other certificates of insurance evidencing the existence of insurance provided for above. Both Parties agree to provide the other with annual renewal certificates evidencing the required coverages so long as this Agreement is in effect.

7.03 Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for either Party, or failure of any such insurance company to pay claims occurring shall not be held to waive any of the provisions of this Agreement. All of the above-described insurance policies, together with all other insurance policies now owned or purchased in the future by either Party relating to work to be performed hereunder, shall contain provisions that the insurance companies will have no right of recovery or subrogation against the other Party or any of its subsidiary or affiliated companies. Each Party shall also be named as an additional insured under all policies required with the exception of the Worker's Compensation policy with respect to liability arising out of work performed hereunder. Any and all deductibles, self-insured retentions or retrospective premium an arrangement that may be carried in the above described insurance policies shall be assumed by, for the account of, and at the sole risk of the respective First Named Insured Party.

7.04 If a Party sub-contracts or the Parties, jointly or collectively, sub-contract any part of the operations, work or services to be performed under this Agreement, the Party or Parties shall require each of its respective contractors to maintain insurance substantially equivalent to the insurance required to be provided by the Parties herein. Any deficiencies in the insurance of said contractors or subcontractors shall be the sole responsibility of the hiring party. Upon request by one Party, the other Party shall have its respective contractors furnish the same evidence of insurance required of the Parties herein.

ARTICLE 8 ASSIGNMENTS

8.01 This Agreement may be assigned by either Party, without the consent of the other, to an affiliate or any other company which shall succeed it by purchase, merger, consolidation, or other transfer of substantially all gas assets of the original party. Such successor shall be entitled to the rights and shall be subject to the obligations of its predecessor under this Agreement. Otherwise, neither Party shall assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. In no event shall the Party assigning its interest be released from any of its obligations to the other Party, unless otherwise agreed in writing between the Parties. Nothing herein contained shall prevent or restrict either Party from pledging, granting a security interest in, or assigning as collateral all or any portion of such Party's interest in this Agreement to secure any debt or obligation of such Party under any mortgage, deed of trust, security or similar instrument.

ARTICLE 9 TERM

9.01 This Agreement shall become effective as of the Effective Date and shall remain in effect for as long as gas is transported through the Interconnecting Facilities.

9.02 This Agreement may be terminated:

- A. by written agreement, executed by each of the Parties, in which case such termination shall be effective on the date set forth in such agreement; or
- B. in the event no gas has been transported through the Interconnecting Facilities for a period of six (6) months for reasons other than force majeure and confirmation by both Parties that all transportation service commitments have been terminated, and by either Party's delivery to the other Party of a written notice of termination, in which case such termination shall be effective ten (10) business days after the giving of such notice.
- C. as per FERC regulations under Code Section 18 CFR 157.216 Abandonment, in the event no gas has been transported through the Interconnecting Facilities for a period of one (1) year and there is no firm transportation service for one (1) year, the Interconnection may be abandoned; or

The Parties will coordinate the removal of their respective facilities or equipment constructed pursuant to

this Agreement within sixty (60) days after the effective date of termination. Notwithstanding anything to the contrary, Connecting Party may not terminate its property rights to the Meter Site and the access road to the Meter Site until Company has removed all of its facilities from the Meter Site.

ARTICLE 10 AUDITS

10.01 Connecting Party will have the right to audit, at its own expense, the records of Company relevant to Company's direct costs of construction and installation hereunder for one (1) year from the date of Company's final invoice. During such one (1) year period, Company will maintain all necessary records, including back-up data, for such costs. All audits shall be performed during Company's normal business hours and at Company's principal place of business in Houston, Texas.

10.02 Company reserves the right to audit data necessary to perform volume, BTU and dekatherm calculations. Connecting Party agrees to provide such requested data.

10.03 Connecting Party reserves the right to audit data used to perform volume, BTU, and dekatherm calculations. Company agrees to provide such requested data.

ARTICLE 11 MISCELLANEOUS

11.01 No Gas Transportation - This Agreement is not an agreement to transport natural gas. Company makes no representation, warranty or guarantee, express or implied, by this Agreement that it will deliver natural gas at the Interconnection. Any transportation services rendered by Company through the Interconnection will be performed pursuant to a transportation agreement between Company and Connecting Party or other owner or custodian of the gas delivered to the Interconnection and shall be subject to applicable FERC regulations and the applicable provisions of Company's FERC Gas Tariff.

11.02 Material Events - Each Party shall promptly notify the other of any action, circumstance, condition, or reasonably likely potential occurrence that might have a material effect on the ability of such Party to perform its intended obligations under this Agreement.

11.03 CHOICE OF LAW - THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT FOR THE CONFLICT OF LAWS PROVISIONS THEREOF WHICH WOULD REFER A PARTY TO THE LAWS OF ANOTHER JURISDICTION. ANY CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS, IN EACH CASE LOCATED IN HARRIS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND EXCLUSIVE VENUE OF SUCH COURTS FOR ANY SUCH CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES.

11.04 Laws and Regulations - This Agreement is expressly made subject to all statutes and/or regulations of any governmental body having jurisdiction.

11.05 Right to Shut-In - Company shall have the right to shut-in the Interconnection without prior notice to Connecting Party in accordance with Company's FERC Gas Tariff as effective from time to time. Company's Gas Control, however, will notify Connecting Party's Gas Control as soon as practicable thereafter.

11.06 WAIVER OF JURY TRIAL - EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT.

11.07 Exhibits – All Exhibits referenced herein are attached and are incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their

duly authorized officers as of the day and year written below.

Trunkline Gas Company, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Vienna

By: _____

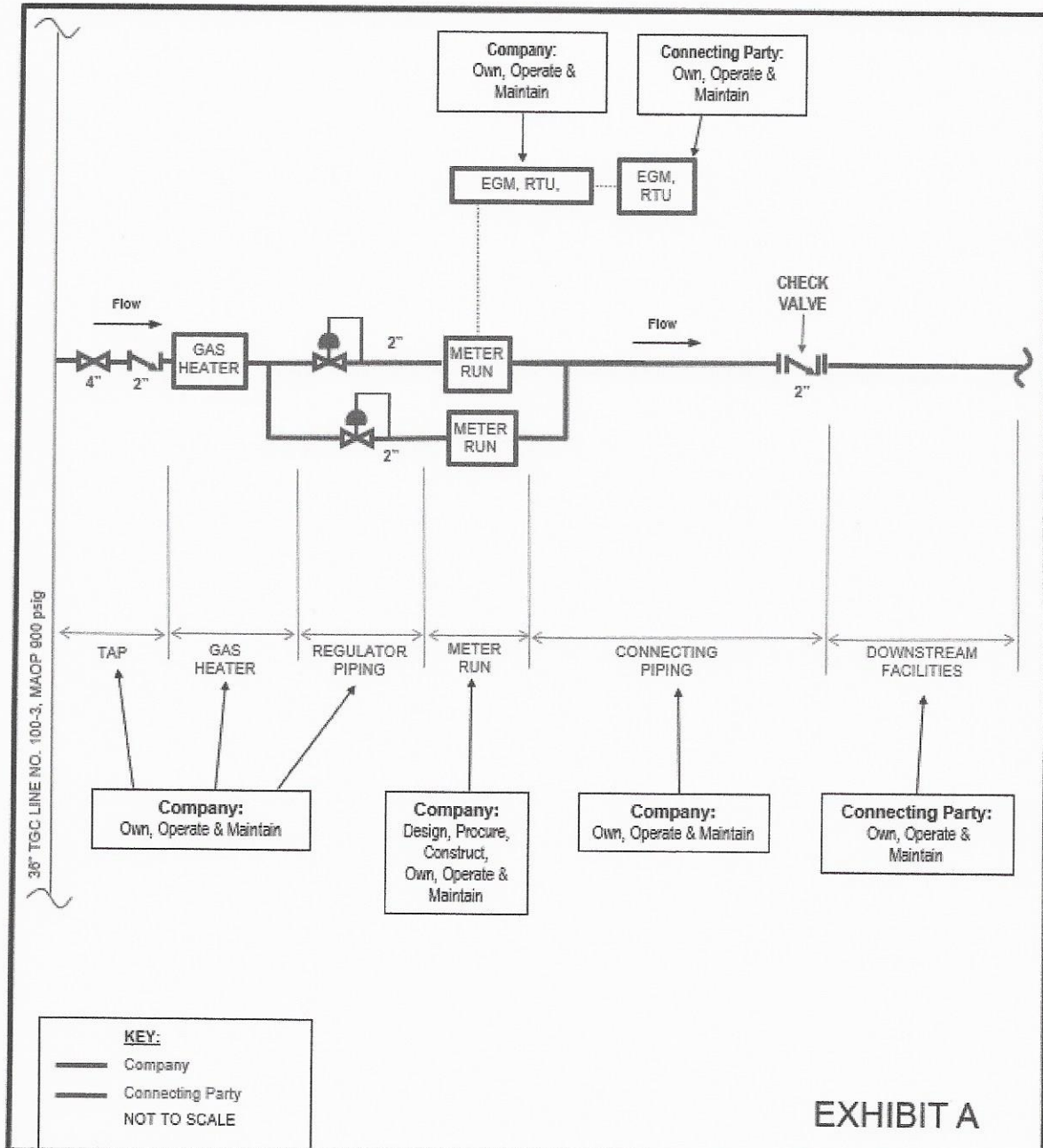
Printed Name: _____

Title: _____

Date: _____

DRAFT

**EXHIBIT A
Facilities Drawing**



Company and Connecting Party	REV. 0	TRUNKLINE GAS COMPANY, LLC
City of Vienna, IL	11/29/2023	

EXHIBIT B

RESPONSIBILITIES MATRIX^{1,6}

**RESPONSIBILITIES MATRIX - CONSTRUCTION, OWNERSHIP, OPERATION, AND MAINTENANCE
RESPONSIBILITIES FOR THE INTERCONNECTING FACILITIES**

The following more fully describes major material and components that shall be installed, owned, operated, and maintained by Connecting Party ("CP") and Company ("C"):

Material	Procure	Construct	Own	Operate	Maintain
Company Interconnecting Facilities					
Tap	N/A	N/A	C	C	C
Company Connecting Piping	N/A	N/A	C	C	C
Meter Run ²	C	C	C	C	C
Company EGM - Custody	N/A	N/A	C	C	C
Pressure Regulation	N/A	N/A	C	C	C
Overpressure Protection	N/A	N/A	C	C	C
Meter Site development, fencing, rock, access road and parking ³	N/A	N/A	C	C	C
Gas Heater	N/A	N/A	C	C	C
Connecting Party Interconnecting Facilities					
Connecting Party EGM – Check	N/A	N/A	CP	CP	CP
Connecting Party Connecting Piping	N/A	N/A	CP	CP	CP
Pressure Regulation	N/A	N/A	CP	CP	CP
Connecting Party Downstream Facilities					
Downstream Piping	N/A	N/A	CP	CP	CP
Pressure regulation, separation, filtration, dehydration, heating, odorization	CP	CP	CP	CP	CP
Overpressure Protection	CP	CP	CP	CP	CP
Power/Communications					
Power ⁴	N/A	N/A	C/CP	C/CP	C/CP
Communications ⁵	N/A	N/A	C/CP	C/CP	C/CP

1. As indicated on this Exhibit B, Company, at its expense, shall operate and perform minor maintenance work on these major materials and components. Such operation shall include but not be limited to the operation of the Meter Run, calibration and testing of the control valve set points and changing of the orifice plates [only if orifice measurement]. Minor maintenance shall include valve lubrication and inspection, packing and valve seat replacement and repair of all instrumentation excluding that associated with EGM. When requested by Company, Connecting Party shall, at its sole cost and expense, perform, furnish material and/or reimburse Company for major maintenance work or the purchase and replacement of major material and components to maintain the facilities. Major components include but are not limited to regulators, meters, valves, and other items not normally considered as routine or preventative maintenance items. Should Connecting Party not agree to the performance of the maintenance work or purchase and replacement as requested by Company, Company may elect, at its sole discretion, to shut-in the connection until such maintenance work has been completed to Company's satisfaction. Except in emergency situations, Company shall obtain Connecting Party's agreement on any major maintenance work prior to the start of work.

2/ Company to install a meter tube switching valve in the existing Meter Run.

3/ Connecting Party owns the Meter Site and leases it to Company per the terms of the lease dated August 13, 1956.

4/ Connecting Party, at its expense, shall provide the electrical power for the Connecting Party Facilities and Connecting Party Downstream Facilities. Company, at its expense, shall provide the electrical power for the Company Interconnecting Facilities.

5/ Company shall own, operate, and maintain the communications to Company Interconnecting Facilities. Connecting Party shall own, operate, and maintain communications to Connecting Party Interconnecting Facilities and Connecting Party Downstream Facilities.

6/ Either Party in the presence of the operator of such facilities shall have access to such facilities at all times. Connecting Party shall notify Company at least ten (10) working days in advance of any such installation of maintenance activities in order that the Company may have a representative present.

EXHIBIT C
DATA SHARING

1. Data Access

- 1.1 Connecting Party will have access to unused pressure and temperature connections, as requested by Connecting Party and agreed upon by Company, to install sensing devices (such as pressure transmitters, RTD probes, etc.) in the Company owned and operated primary measurement facilities. Company grants access to Connecting Party to use these connections on the Company owned and operated measurement equipment for the sole purpose of installing and operating equipment to supply operating data to Connecting Party's gas measurement equipment.
- 1.2 Connecting Party understands and acknowledges that Company does not warrant or guarantee the accuracy of any data provided to Connecting Party under this Exhibit F ("Exhibit"), and Connecting Party expressly releases Company from any liability arising out of Connecting Party's use of the data. And, further, Connecting Party assumes all risk and liability with respect to Connecting Party's use of the data and Connecting Party shall indemnify and hold harmless Company from any and all liability whatsoever arising out of or resulting from Connecting Party's (or its designee's) use of the data. Pursuant to Section 4.1 of this Exhibit, Company shall notify Connecting Party in a timely manner (at least 24 hours in advance if possible) in advance of any maintenance or operational changes that would affect the calculation of volume or energy.
- 1.3 Gas quantities determined from the data supplied to Connecting Party by Company shall not be used for custody transfer measurement or determination of odorization rates. Use of such data is detailed in Section 6 below. All such gas quantity determinations relating to the purchase, sale or transportation of gas through the measurement facility shall be made in accordance with such applicable agreement or contracts.
- 1.4 Connecting Party may, upon request, utilize Company's existing flow and quality data acquired from Company's equipment whenever such data is operationally available. The data will be communicated from Company's equipment to the Connecting Party's equipment in a mutually agreeable format. At a minimum, Company shall make necessary connections to Company's equipment to provide Connecting Party with the following:
- a. necessary data from the primary element for Connecting Party to perform flow calculations;
 - b. available gas quality data;
 - c. instantaneous flow and instantaneous energy;
 - d. total flow today;
 - e. total flow yesterday and total energy yesterday.
- 1.5 Connecting Party shall furnish and install a loop isolation device according to Company specifications, when accessing Company's equipment.
- 1.6 Company shall provide to Connecting Party the original meter and quality device calibration data.
- 1.7 Company shall provide to Connecting Party access to all meter and chromatograph diagnostic logs. Such information shall be provided electronically.

2. Connecting Party Installation Requirements

- 2.1 Connecting Party shall design, engineer, and construct, or arrange for the design, engineering and construction of its respective additions in accordance with sound and prudent standards common to the natural gas industry, and all laws, rules and regulations, certificates, decisions, orders, and directives of all applicable federal, state, and local authorities having jurisdiction over such facilities.
- 2.2 Connecting Party shall notify Company at least five (5) working days in advance, of any such installation or maintenance activities in order that the Company may have, at its sole discretion, its representative present to monitor the installation or maintenance. The sole function of Company's representative during installation or maintenance is to ensure that Company's measurement equipment at the site is not affected by installation or maintenance of Connecting Party's equipment.
- 2.3 Company will furnish to Connecting Party upon request for data circuits, a complete package of information including declaration of electrical classification, circuit protection/isolation requirements, and expected circuit resolution and accuracy information, along with other conditions.
- 2.4 Company's electrical classification and associated installation requirements shall be observed. Equipment connected to Company's system shall adhere to electrical classification requirements determined by Company and to Company's satisfaction regardless of site ownership, and when Company and Connecting Party disagree as to the area classification, Connecting Party shall install all equipment in accordance with the latest edition of the National Electric Code.
- 2.5 Only underground conduit installations, other than risers for terminations and pull boxes, will be allowed throughout the site. Conduit installations made by the Connecting Party will be around perimeter and parallel or perpendicular to existing equipment piping and building systems.
- 2.6 Dielectric isolation fittings shall be used when connecting to the Company operated measurement facilities. There may be instances where Company determines in its sole discretion that dielectric isolation fittings are not necessary.
- 2.7 Connecting Party will be responsible for any and all expenses incurred by Company to repair equipment and/or facilities and to rectify any damages caused by Connecting Party or Connecting Party's contractor during installation or subsequent faulty operation.
- 2.8 Company shall perform a post-construction inspection to ensure the facility meets Company's requirements pursuant to this Exhibit. If the facilities fail to meet such requirements, Connecting Party shall have two (2) months to correct. In the event the facility fails to meet such requirements, Connecting Party's equipment will not be allowed to operate until such requirements are met. Failure to correct in a timely fashion will result in termination of this Exhibit.
- 2.9 All connections to Company's equipment will be made by Company.

3. Equipment Upgrade Considerations

- 3.1 If Company facilities require technology upgrades, Company will provide thirty (30) days advance notice to Connecting Party. Such notification will include the cost of new equipment, if applicable, to allow Connecting Party to maintain the same information as originally supplied to Connecting Party by Company. Company is responsible for all costs related to upgrades of Company supplied equipment, necessary to maintain industry standard, "custody transfer" quality measurement.
- 3.2 In the case of any system upgrades completed by Company in which the result is that the Connecting Party's system is no longer compatible with Company's system, Connecting Party has the option to select one of the following three choices:

- 3.2.1 Connecting Party may purchase and install compatible replacement equipment, in accordance with Company's design standards and specifications. Such replacement of Connecting Party's equipment will be at Connecting Party's sole cost and expense.
- 3.2.2 Company may offer to allow Connecting Party to reimburse Company for all costs to provide compatible circuits on their new system design.
- 3.2.3 Data sharing service will be discontinued. If Connecting Party selects this option, Company will disconnect Connecting Party's equipment from the Interconnection.

4. Company System Maintenance or Other Downtime

- 4.1 It is agreed that this Exhibit refers to the sharing of data only, and that this Exhibit will in no way, interfere with Company operations and practices in the maintenance and servicing of the equipment necessary to provide "industry standard custody transfer" quality measurement of the gas flowing through the Interconnection. In light of this priority on maintaining quality measurement services, Company shall notify Connecting Party of scheduled equipment configuration changes as well as maintenance and operations evolutions that will affect the values being monitored or calculated by Connecting Party. Such notifications will be extended by Company to Connecting Party in a timely manner (at least 24 hours in advance if possible), but Company is not required to delay a change in evolution of equipment due to non-contact with Connecting Party.

Connecting Party will furnish Company a single contact number as listed in Section 5.2 of this Exhibit answered 24 hours a day, for making these notifications. If the above-referenced contact number changes, Connecting Party shall notify Company of the new contact number in writing at the address specified in Section 5.1 of this Exhibit.

In case of emergency, Company will contact Connecting Party within 24 hours after work has been completed.

- 4.2 Company shall not be responsible to Connecting Party for any inconvenience, caused by any announced or unannounced maintenance evolutions of the measurement equipment by Company.

5. Connecting Party Circuit Failures and Interference

- 5.1 Connecting Party reports of circuit failures shall only be made during normal working hours and shall be made to the Company field office at:

Todd Bullard
Manager - Operations
Trunkline Gas Company LLC
2101 Portland Road
Grand Chain, IL 62941
(618) 543-5040
todd.bullard@energytransfer.com

24 Hr. – Gas Control Emergency Phone: 1-800-225-3913

- 5.2 Connecting Party emergency contact phone:

[24 Hr. – Phone: #]

- 5.3 Degradation of Company equipment operation caused by interference in any way from Connecting Party's equipment cannot be tolerated and shall result in immediate disconnection of Connecting Party's equipment by Company until the problem is corrected. As a courtesy Company will notify Connecting Party in the same manner as prescribed in Section 4.1 above and this complimentary notice will grant no right of

recourse to Connecting Party and the failure of Company to notify Connecting Party will not result in any penalty to Company.

- 5.4 Company shall not be responsible to Connecting Party for any inconvenience, damage, or injury caused by any system failure, including power failure when Company supplies power to Connecting Party.

6. Restricted Use of Company Flow Data

- 6.1 Data obtained shall be used for information purposes associated with daily operations only.
- 6.2 Connecting Party shall not use process signals obtained from Company in any control function where failure or inaccuracies in the signal could upset any of Connecting Party's processes. Additionally, Connecting Party recognizes and accepts sole responsibility for the risks associated with such use of Company's process signals including, but not limited to, failure of Connecting Party's equipment, failure of Company's equipment, loss of power to Connecting Party or Company's equipment.
- 6.3 The provisions of this Section 6 shall be in effect and shall remain binding on Connecting Party during the term of this Agreement.

7. Liability

- 7.1 **Notwithstanding anything to the contrary in this Agreement or applicable law, Connecting Party shall assume all responsibility for the death of, injury to, any persons whomsoever, damage or injury to any property whatsoever, including any costs, damage or expense incurred or sustained by Company, growing out of or in any way attributable to the subject matter of this Exhibit, and against any and all such claims and liability, even though caused in part by Company's negligence, Connecting Party agrees to indemnify Company and save it harmless, excepting such death, damage or injury due to the sole or gross negligence of Company or its employees.**

CITY OF VIENNA
ORDINANCE NO. 23-04

AN ORDINANCE AMENDING AND ESTABLISHING NATURAL GAS RATES

WHEREAS, the City of Vienna owns and operates a natural gas system supplying natural gas for use and consumption by the residents and businesses of the City of Vienna, Illinois pursuant to authority granted by section 11-117-1 of the Illinois Municipal Code (65 ILCS 5/11-117-1); and

WHEREAS, the City of Vienna finds that it has authority under Section 11-117-12 of the Municipal Code (as ILCS5/11-117-12) to fix charges for the natural gas products and service provided to the residents and businesses of the City of Vienna; and

WHEREAS, the City Council finds that the aforesaid charges must at all times be sufficient to bear all costs of maintenance and operation, to meet interest charges on bonds and certificates, if any, issued on account thereof, and to permit the accumulation of a surplus or sinking fund to meet all unpaid bonds and certificates of maturity; and

WHEREAS, after careful investigation, the City Council of the City of Vienna has determined that it is in the best interest of the City of Vienna that it is necessary to adjust natural gas rates and charges.

NOW THEREFORE BE IT ORDAINED, by the City Council and the Mayor of the City of Vienna, Illinois as follows:

Section 1: Amendment. The Code of Ordinances of the City of Vienna, Title 5, Public Works, Chapter 52, Gas System, Section 52.18(B)(1) is hereby amended to repeal and delete sub-sub paragraph B(1)(d) and to insert in lieu thereof the following:

(d) Beginning January 1, 2024, large commercial customers will be charged a flat meter rate of one hundred dollars per month regardless of gas consumption.

A "large commercial customer" shall for purposes of this Chapter 52 of the Code of Ordinances be defined as any governmental, commercial, or industrial business or customer with a meter that permits a flow rate of natural gas in excess of 11,000 cubic feet per hour or who accepts delivery of natural gas through the meter at a pressure exceeding 50 pounds.

(e) In addition to the flat meter rates set forth in sub-sub paragraphs (c) and (d) above, there shall be imposed a monthly facility charge on all natural gas delivered to customers that shall be at all times

sufficient to cover or bear the cost of operation and maintenance of the gas system, including the depreciation cost or replacement cost of capital equipment, and bond and interest cost, if any.

(f) Beginning January 1, 2024, the monthly facility charge imposed on residential and business customers, other than large commercial customers, shall be \$4.00 per MCF or Dekatherm of natural gas flowing through the meter of the customer.

(g) Beginning January 1, 2024, the monthly facility charge for large commercial customers shall be \$2.00 per MCF or Dekatherm of natural gas passing through the meter of the customer.

(h) In the event a large commercial customer fails to use at least 20,000 MCF of natural gas in a calendar year, such customer shall commencing the following calendar year to pay a monthly facility charge equal to that charged to residential and business customers until such time as the large commercial customer has consumed 20,000 MCF of natural gas in a calendar year at which time the facility charge for large commercial customers shall be imposed again.

(i) In addition to the monthly flat meter rate and the monthly facility charge, there shall be imposed on all customers (residential, business, and large commercial) a rate on natural gas consumed that fluctuates on a monthly basis and which is equal to the price per MCF or MMBtu or Dekatherm of natural gas paid by the City of Vienna to the wholesale supplier for natural gas provided to the City at its meter.

Section 2: Repeal. This ordinance repeals all prior ordinances, sections, paragraphs and provisions of Title 5, Chapter 52, Section 52.18 of the Code of Ordinances of the City of Vienna which are in conflict herewith. All sections, paragraphs and provisions of Chapter 52, Section 52.18 that are not expressly amended or repealed by this ordinance are hereby reenacted and shall remain in full force and effect.

Section 3: Savings Clause. If any section, paragraph, term or condition of this ordinance shall hereafter be deemed invalid or unenforceable by court of competent jurisdiction, such determination shall not effect the remainder of this ordinance which will remain in full force and effect.

Section 4. Effective Date. This ordinance shall take effect on January 1, 2024, following passage, approval, and publication as required by law.

Dated this ____ day of December, 2023, pursuant to a roll call vote as follows:

AYES:

_____	_____
_____	_____
_____	_____

NAYES:

_____	_____
_____	_____

ABSENT:

_____	_____
_____	_____

APPROVED this ____ day of December, 2023.

Steven Penrod, Mayor

ATTEST:

Aleatha Wright, City Clerk