

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
February 7, 2024
6:30 P.M.
AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the January 17, 2024 Meeting Minutes
- Approval of the Warrant

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

4. Julio Blanco- JCYL Soccer Field signage

5. Authorization and Approval of Pay Estimate #6 for Rt 146- Watermain Relocation Project #22042 for \$3,249.00 (General Funds) to S&W Line Contracting.

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

6. Authorization and Approval of Pay Estimate #4 for Rt 146- Sewer Main Relocation Project #22042 for \$16,226.00 (General Funds) to S&W Line Contracting.

Motion_____ Seconded_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

7. Authorization and Approval of Spring Fling Agreement between Little Egypt Shows and City of Vienna, May 3-4th, 2024.

Motion _____ **Seconded** _____

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

8. Authorization and Approval of Illinois Rt 146- Old 146 Loop- US 45 IDOT Agreement No. JN9-24-001

Motion _____ **Seconded** _____

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

9. Authorization and Approval of Resolution 24-01, A Resolution Appropriating Motor Fuel Tax Funds in the amount of \$13,000,000
IDOT Agreement No. JN9-24-001

Motion _____ **Seconded** _____

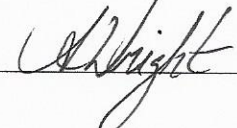
Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

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

11. **ELECTED/APPOINTED OFFICIALS**

- City Attorney
- Aleatha Wright, City Clerk- Economic Interest Lists, Brayden King Memorial baseball tournament June 8-9, 2024
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

12. **Adjournment:**

POSTED: 2-5-24 BY: 

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

Contractor: S&W Line Contracting
405 Cypress Ln
Vienna, IL 62986

Project #: 22042

Pay Estimate #5
Pay Period 1/1/2024 to 1/28/2024

Item#	Description	Units	Unit Cost	Original Contract		Change Order # 1		Change Order # 2		Change Order # 3		Adjusted Contract		This Estimate		To Date		Percent Complete
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	4" PVC SDR 21 Watermain CL 200	LF	\$ 60.00	180	\$ 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	0.00	\$ -	349.00	\$ 16,054.00	59.15
3	8" PVC SDR 21 Watermain CL 200	LF	\$ 48.00	2,910	\$ 139,680.00							2,910.00	\$ 139,680.00	0.00	\$ -	2,338.00	\$ 111,840.00	80.07
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	80.00	\$ 3,420.00	120.00	\$ 6,840.00	100.00
6	8" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 62.00	120	\$ 7,440.00			70.00	\$ 4,340.00			190.00	\$ 11,780.00	0.00	\$ -	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	1280.00	\$ 150,180.00					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					20.00	\$ 880.00	340.00	\$ 14,960.00	0.00	\$ -	340.00	\$ 14,960.00	100.00
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	0.00	\$ -	2.00	\$ 4,362.00	100.00
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	0.00	\$ -	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	\$ -	1.00	\$ 7,370.00	50.00
17	Fire Hydrant w/ Auxiliary Valve	EA	\$ 7,882.00	7	\$ 55,174.00							7.00	\$ 55,174.00	0.00	\$ -	0.00	\$ -	0.00
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							2,140.00	\$ 36,380.00	0.00	\$ -	0.00	\$ -	0.00
23	CA-B Aggregate	TON	\$ 24.00	294	\$ 7,056.00			155.48	\$ 3,731.52	291.14	\$ 6,987.36	740.62	\$ 17,774.88	0.00	\$ -	740.62	\$ 17,774.88	100.00
24	Locator Wire	LF	\$ 0.50	3960	\$ 1,980.00	60.00	\$ 30.00					4,020.00	\$ 2,010.00	0.00	\$ -	3,229.00	\$ 1,614.50	80.32
25	Reclamation	LF	\$ 6.00	3,960	\$ 23,760.00	60.00	\$ 360.00					4,020.00	\$ 24,120.00	0.00	\$ -	0.00	\$ -	0.00
26	Watermain Protection	LF	\$ 0.50	3960	\$ 1,980.00	60.00	\$ 30.00					4,020.00	\$ 2,010.00	0.00	\$ -	2,290.00	\$ 1,145.00	56.97
27	PVC Casing Water/Sewer Separation	LF	\$ 52.00	100	\$ 5,200.00							100.00	\$ 5,200.00	0.00	\$ -	20.00	\$ 1,040.00	20.00
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	260.00	\$ 55,640.00	610.00	\$ 130,540.00	0.00	\$ -	610.00	\$ 130,540.00	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		\$ 63,507.36		\$ 664,681.88		\$ 3,420.00		\$ 481,099.88	

* 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
Change Order #3 Dollar Change	\$ 63,507.36
Current Contract Amount:	\$ 664,681.88
Total Complete and Stored to Date Retainage	\$ 481,099.88
Work completed to date: \$ 385,456.38 x 5%	\$ 19,272.82
Stored Material to date: \$ 95,643.50 x 5%	\$ 4,782.18
Total Amount Retainage	\$ 24,055.00
Amount Eligible to Date:	\$ 457,044.88
Less Previous Payments:	\$ 453,795.88
Amount due this pay estimate:	\$ 3,249.00
% Work complete:	57.99%
Balance to Finish Plus Retainage	\$ 183,582.00

Approved By:

Contractor:

Engineer:

Owner:

S&W Line Contracting
Haley Ing
Haley Ing, Homer Shifrin Inc. Project Engineer
Steve Penrod, City of Vienna Mayor

City of Vienna
Rte. 146 - Sewer Relocation
Homer Shiffrin, Inc

Contractor: S&W Line Contracting
405 Cypress Ln
Vienna, IL 62995

Project #: 22042

Pay Estimate #4
Pay Period 11/30/2023 to 1/28/2024

Date:	10/26/2023		Original Contract		Change Order # 1		Change Order # 2		Adjusted Contract		This Estimate		To Date		Percent Complete
	Item#	Description	Units	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
	1	4" PVC SDR 21 CL 200 Sewer Forcemain	LF	\$ 46.00	940	\$ 42,300.00			940.00	\$ 42,300.00	0.00	\$ -	805.00	\$ 27,225.00	64.38
	2	8" PVC SDR 26 CL 160 Sewer Gravity Main	LF	\$ 52.00	400	\$ 20,800.00			400.00	\$ 20,800.00	0.00	\$ -	40.00	\$ 2,080.00	10.00
	3	4" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 50.00	100	\$ 5,000.00			100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00
	4	8" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 74.00	100	\$ 7,400.00			100.00	\$ 7,400.00	0.00	\$ -	0.00	\$ -	0.00
	5	4" Yelomine SDR 21 CL 200 Inside Casing	LF	\$ 50.00	160	\$ 8,000.00			160.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00
	6	8" Yelomine SDR 21 CL 200 Inside Casing	LF	\$ 79.00	180	\$ 14,220.00			180.00	\$ 14,220.00	0.00	\$ -	0.00	\$ -	0.00
	7	8" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 122.00	140	\$ 17,080.00			140.00	\$ 17,080.00	140.00	\$ 17,080.00	140.00	\$ 17,080.00	100.00
	8	14" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 162.00	160	\$ 25,920.00	(160.00)	\$ (25,920.00)		\$ -	0.00	\$ -	0.00	\$ -	0.00
	9	4"x4" Interconnection	EA	\$ 5,211.00	9	\$ 46,899.00			9.00	\$ 46,899.00	0.00	\$ -	4.00	\$ 20,844.00	44.44
	10	Sanitary Sewer Manhole	EA	\$ 4,437.00	3	\$ 13,311.00			3.00	\$ 13,311.00	0.00	\$ -	0.00	\$ -	0.00
	11	Remove Existing Manhole	EA	\$ 924.00	4	\$ 3,696.00			4.00	\$ 3,696.00	0.00	\$ -	0.00	\$ -	0.00
	12	Connect to Existing Manhole	EA	\$ 2,500.00	1	\$ 2,500.00			1.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00
	13	Sanitary Service Connection	EA	\$ 708.00	2	\$ 1,416.00			2.00	\$ 1,416.00	0.00	\$ -	0.00	\$ -	0.00
	14	CA-6 Aggregate	TON	\$ 24.00	444	\$ 10,656.00			444.00	\$ 10,656.00	0.00	\$ -	56.80	\$ 1,363.20	12.75
	15	Locator Wire	LF	\$ 0.35	1,680	\$ 588.00			1,680.00	\$ 588.00	0.00	\$ -	605.00	\$ 211.75	36.01
	16	Reclamation	LF	\$ 3.00	1,680	\$ 5,040.00			1,680.00	\$ 5,040.00	0.00	\$ -	0.00	\$ -	0.00
	17	Cut, Cap & Block Existing Sewermain	EA	\$ 482.00	9	\$ 4,338.00			9.00	\$ 4,338.00	0.00	\$ -	0.00	\$ -	0.00
	18	Temporary By-Pass Pumping	LS	\$ 7,500.00	1	\$ 7,500.00			1.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00
	19	Rock Excavation	CY	\$ 200.00	50	\$ 10,000.00			50.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00
	*20	16" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 183.00		\$ -	160.00	\$ 29,280.00		\$ 29,280.00	0.00	\$ -	0.00	\$ -	0.00
		Stored Materials	LS	\$ 1.00		\$ -		\$ -		\$ 0.00	0.00	\$ -	0.00	\$ -	0.00
		TOTAL			\$ 246,664.00		\$ 3,360.00	\$ -	\$ 250,024.00		\$ 17,080.00		\$ 45,745.72	\$ 114,549.67	

* Denotes Item added thru Change Order

PROJECT	
Original Contract Amount:	\$ 246,664.00
Change Order #1 Dollar Change	\$ 3,360.00
Current Contract Amount:	\$ 250,024.00
Total Complete and Stored to Date	\$ 114,549.67
Retainage	
Work completed to date: \$ 69,803.95 x 5%	\$ 3,440.20
Stored Material to date: \$ 45,745.72 x 5%	\$ 2,287.29
Total Amount Retainage	\$ 5,727.49
Amount Eligible to Date:	\$ 108,822.18
Less Previous Payments:	\$ 92,596.18
Amount due this pay estimate	\$ 16,226.00

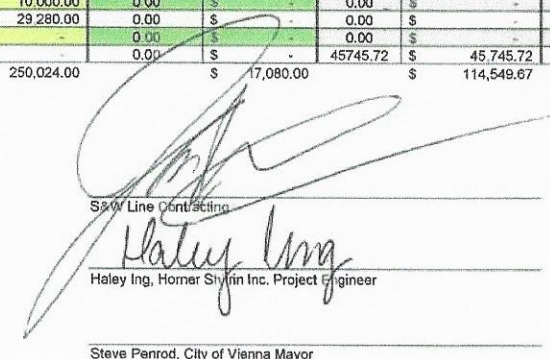
% Project complete: 27.52%
Balance to Finish, Plus Retainage \$ 186,947.54

Approved By:

Contractor:

Engineer:

Owner:



S&W Line Contracting

Haley Ing, Homer Shiffrin Inc. Project Engineer

Steve Penrod, City of Vienna Mayor

**Little Egypt Shows
AGREEMENT**

Phone: 618-997-4584
618-922-4262
618-727-9024

2024

810 East Gregory Ave.
Marion, IL 62959

This agreement made this 15th day of January 2024 by and between
LITTLE EGYPT SHOWS, Hwy. 37 North., Marion, IL Party of the First Part, and City of Vienna
205 N. 4th Street Vienna, Il 62995, Party of the Second Part, as follows:

Party of the first part agrees to present **LITTLE EGYPT SHOWS**, consisting of Amusement Rides,
Concessions, and if available, Paid Admissions Shows at Vienna, IL, for a period of 2 days, starting
May 3 and ending May 4, 2024, for event

To be known as Spring Fling.

Party of the second part agrees to furnish location to be known as City Park
For the erection and operation of said attractions, drinking water, electricity for illumination and power and all
necessary licenses or permits required for operation. Party of the second part agrees to have location,
electricity and water available n/a.

If streets are used for the location of said attractions, party of the second part agrees to have them
closed to all traffic and parking not later than n/a.

In consideration of the above, party of the first part agrees to pay to party of the second part the
Sum of \$ n/a for each concession n/a
15 % of the gross receipts of all rides after the first \$8,000.00.

**Little Egypt Shows to have exclusive rights for corn dogs, funnel cakes, shake ups & cotton candy.
Armbands available Friday, and Saturday 5-10pm Armbands \$20.00 each. Office tickets \$3.00 each (1 ticket
per ride).**

It is further understood and agreed by both parties hereto that there shall be no other riding devices,
shows or attractions, other than those furnished by party of the first part.

It is also mutually agreed by the parties hereto that should any other or additional agreement become
necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

It is further understood that this agreement is part or entirety is subject to strikes, suspension of
electric service, failure of transportation facilities, Government decrees or other good and sufficient reasons
beyond the control of either party hereto.

IN WITNESS WHEREOF, we set our hands in duplicate this _____ day of _____, 20_____.

Tracey Mofield

LITTLE EGYPT SHOWS
(Party of the First Part)

Witness

By _____
Signature (Party of the Second Part)

Witness

By _____
(Party of the Second Part)

RELIABLE * BANK REFERENCES * FULLY INSURED

FAP 885 (Illinois Route 146)
Section 107RS-6
Johnson County
Job No. C-99-017-24
Agreement No. JN9-24-001
Contract No. 78A25

AGREEMENT
Illinois Route 146 – Old 146 loop to US 45

This agreement, entered into this _____ day of _____, AD 2024, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of Vienna, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAP 885 (Illinois Route 146) in the CITY, by constructing the improvement beginning just east of the Vienna Square and proceeding westerly approximately 2.6 miles to just west of the Illinois Route 127 in the City of Vienna, known as State Section 107RS-6 as follows:

- A. Performing class C patching, Mill and Remove up to 3 inches of the existing pavement surface and replace with 1.5 inches HMA Binder course and 1.5 inches of HMA Surface Course, and place pavement markings on Illinois Route 146.
- B. Mill and Remove up to 3 inches of the existing parking pavement surface and replace with 1.5 inches HMA Binder course and 1.5 inches of HMA Surface Course of the parking lanes adjacent to Illinois 146 from Seventh Street to US Route 45.

and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare the plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications, and contract.

2. The STATE agrees to pay all the construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. The STATE agrees to maintain or cause to be maintained FAP 885 (Illinois Route 146) which is understood to include the through lanes and the left and right turn lanes.
4. Upon completion of the improvement the CITY agrees to maintain or cause to be maintained at its own cost and expense the improved portions of the parking lanes adjacent to the through lanes of FAP 885 (Illinois Route 146), from 7th Street to US 45 (Station 11+00 to 27+00), beginning at the edge of pavement of FAP 885 (Illinois Route 146); the City further agrees to maintain the curbs and gutter flags, sidewalks, manholes, catch basins, storm sewers, utilities and appurtenances located within the CITY Corporate Limits which are not to be maintained by the STATE as outlined above.
5. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>STATE/FED</u>		<u>CITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All construction costs excluding the following:	545,000	100	0	0	545,000
Parking Lanes	44,000	80	11,000	20	55,000
SUBTOTAL	589,000		11,000		600,000
P & C Engineering (15%)	<u>88,350</u>		<u>1,650</u>		<u>90,000</u>
TOTAL	677,350		12,650		690,000

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. The CITY's total cost shall be determined by multiplying the final quantities time's contract unit prices plus 15% for construction and preliminary engineering.

6. The CITY has adopted a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "EXHIBIT A" and made a part hereof.
7. The CITY shall exercise its franchise rights to cause private utilities to be relocated and/or adjusted if required, at no expense to the STATE.
8. The CITY agrees to cause its utilities located within the limits of the proposed project to be relocated and/or adjusted if required, at no expense to the STATE.

9. Upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this agreement and will pay to the STATE the remainder of the obligation in a lump sum upon completion of the project based upon final costs.
10. The CITY has reviewed and approved the detailed construction plans for the work to be performed and by execution of this agreement gives witness to its approval of the plans and specifications as prepared.
11. This AGREEMENT shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
12. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF VIENNA

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor, City of Vienna

By: _____
Regional Engineer

_____, 2024

_____, 2024

C-99-017-24
Contract 78A25

EXHIBIT A

MFT RESOLUTION NO. 24-01

WHEREAS, the City of Vienna has entered into an Agreement with the STATE OF ILLINOIS for the improvement of FAP 885 (Illinois Route 146), known as State Section 107RS-6, and

WHEREAS, in compliance with the aforementioned Agreement, it is necessary for the City to appropriate Motor Fuel Tax Funds to pay its share of the costs of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of THIRTEEN THOUSAND DOLLARS (\$13,000.00), from any money now or hereafter allotted to the City under the provisions of the Motor Fuel Tax Law, to pay its share of the cost of this improvement as provided in the Agreement; and

BE IT FURTHER RESOLVED, the City will pay to the Department of Transportation of the State of Illinois from any funds allotted to the City under the Motor Fuel Tax Law, an amount equal to 100% of its obligation incurred under this Agreement in a lump sum, upon completion of the project based upon final costs; and

BE IT FURTHER RESOLVED, that the City agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

APPROVED:

_____, 2024

Department of Transportation
Division of Highways

Regional Engineer

STATE OF ILLINOIS)
) SS
CITY OF VIENNA)

I, _____
City Clerk in and for the City of Vienna
hereby certify the foregoing to be true,
perfect, and complete copy of the
resolution adopted by the Vienna City
Council at a meeting on _____,
2024.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and Seal this day
of _____ AD 2024.

City Clerk