

**CITY OF VIENNA**  
**CITY COUNCIL MEETING**  
**VIENNA CITY HALL**  
**205 North 4th St**  
**January 15, 2020**  
**6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Riddle \_\_\_\_\_ Penrod\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the January 2, 2020 Meeting Minutes
- Approval of the Warrant
- Treasurer's Report (Dec 2019)

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill\_\_\_\_\_ Riddle \_\_\_\_\_ Penrod\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

4. Approval and Authorization agreement for Engineering Services between City of Vienna and Clarida & Ziegler Engineering Co. (Amphitheater/Bathhouse Project)  
*(Brian Ziegler, Clarida & Ziegler)*

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill\_\_\_\_\_ Riddle \_\_\_\_\_ Penrod\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

5. Authorization and Approval of Ordinance 19-08, An ordinance amending Chapter 97 of the City Municipal Code regarding the Open Burning Prohibitions and Restrictions of Natural Yard Waste.

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

6. Approval and Authorization for MedSafe, A disposal program for prescription medications for Vienna Police Dept. Medsafe receptacle- 38 gal, \$1,599.00, and Four pack of liners- \$759.00

**Total -\$2,129.00 with discount given (Garbage Funds)**

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

**PUBLIC COMMENT/ADDITION TO THE AGENDA**

7. **ELECTED/APPOINTED OFFICIALS:**

- Jon Simmons, Mayor
- Melissa Presser, City Attorney
- Aleatha Wright, City Clerk
- Shane Racey, City Supt
- Michelle Meyers, Treasurer- Christmas decor/Christmas on the square 2020
  
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council

8. **Executive Session:** Employment/Compensation as per 5ILCS 120/2(c)(1), Review of pursuant to 2.06 of the Open Meetings Act as per 5 ILCS 120/2(c)(21). Executive Minutes from 02-06-19, 07-17-19, 08-21-19, 09-04-19, 10-02-19, 10-16-19, 11-20-19, and 12-18-19, and 5ILCS 120/2 (c)(11) probable litigation-Offer to settle concerning an outstanding city utility bill on a foreclosed properties.

**Out of Regular Session into Executive Session:**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

**Out of Executive Session into Regular Session:**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

9. Authorization and Approval for the City of Vienna to employ John Giffin as a part time (Resource Officer) for Security at Vienna schools.

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Penrod \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

10. Authorization and Approval of content of semi-annual review of closed session minutes from 02-06-19, 07-17-19, 08-21-19, 09-04-19, 10-02-19, 10-16-19, 11-20-19, and 12-18-19 and *(Consent to release or keep minutes closed for confidentiality)*.

11. Authorization and Approval to accept/deny offer concerning an outstanding utility bill on foreclosed properties

12. **Adjournment:**

POSTED: 01-13-20

BY: Wright

## AGREEMENT FOR ENGINEERING SERVICES

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Vienna, hereinafter referred to as the OWNER, and Clarida & Ziegler Engineering Co., hereinafter referred to as the ENGINEER.

THE OWNER intends to construct a new bath house and an amphitheater including all utility connections in the City of Vienna, Johnston County, State of Illinois, for which the ENGINEER agrees to perform the various professional engineering and architectural services for the design and construction of said work.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

### SECTION A-- ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the work. It is understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section E hereof.
3. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate State and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER as set out in Section B hereof.
4. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents,

survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

5. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions for easements, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section E hereof.
6. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
7. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction contract document and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness and shall be a part of compensation as set forth in Section C hereof.
8. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents and shall be a part of compensation as set forth in Section C hereof.
9. Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. Inspection shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such inspection shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
10. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment and shall be a part of compensation as set forth in Section C hereof.
11. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.

12. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER.
13. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
14. If enforcement of this Agreement is necessary, all costs, expenses, and damages incurred in enforcing or termination of this Agreement, including attorney's fees, documentary and title expense, and court costs shall be recoverable by the prevailing party, regardless of whether incurred prior to a lawsuit being filed and regardless of whether a lawsuit is prosecuted to judgment. As used herein, "prevailing party" shall mean, in the case of the plaintiff or claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of defendant or respondent, one who is successful in denying substantially all of the relief sought.

#### SECTION B - COMPENSATION FOR DESIGN ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for design engineering services in the lump sum amount of Thirty three thousand dollars (\$33,000.00).
2. The compensation for preliminary engineering services and design services shall be payable as follows:
  - a. Partial monthly payments for work performed up to a sum which equals ninety percent (90%) of the total compensation payable under Section B-1, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER and government, except as set forth in Section E.
  - b. A sum which, together with the compensation provided in Section B-2 (a) above, equals one hundred percent (100%) of the compensation payable immediately after the construction contracts are awarded.

#### SECTION C - COMPENSATION FOR CONSTRUCTION ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for construction engineering services in accordance with the schedule set out in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable from the OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION D - COMPENSATION FOR RESIDENT INSPECTION  
AS SET FORTH IN SECTION A-9

When the ENGINEER provides resident inspection, the ENGINEER will, prior to the pre-construction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER and government. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable from the OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION E - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of the government.

1. Laboratory tests, borings, specialized geological soils, hydraulic, or other studies recommended by the ENGINEER.
2. Property surveys, easements, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
3. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and DCEO, except redesigns to reduce the project cost to within the funds available.
4. Appearances before courts or boards on matters of litigation or hearings related to the project.
5. Preparation of environment impact assessments or environmental impact statements.
6. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A.

Payment for the services specified in this Section E shall be as per hourly charge set forth in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

## SECTION F - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES
  - a. Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
  - b. Designate a person authorized to act as the OWNER's representative. The OWNER or his/her representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
  - c. Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
2. All original documents, including but not limited to ideas, designs, drawings and specifications, as an instrument of professional service, are to remain the property of the ENGINEER. Reuse of any document without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without legal liability and exposure to the ENGINEER.
3. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
4. The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the Contractor to perform his/her work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his/her opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him/her. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction cost he/she shall employ an independent cost estimator.
6. TERMINATION



- a. Should the OWNER decide to abandon, discontinue, or terminate the Project after the preliminary report or at any later stage of development, the ENGINEER shall receive seven (7) days written notice and be compensated for their services through the effective date in accordance with the appropriate fee schedule provided for in the Agreement, to date of abandonment, discontinuance or termination.
- b. In the event the project is delayed for causes beyond the control of the ENGINEER for a period of six months or more, the ENGINEER shall be paid for his/her services to the beginning of the delay on the basis of standard hourly rates. Traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his/her actual cost.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)  
 ATTEST \_\_\_\_\_  
 Print Name   Aleatha Wright    
 Title           Clerk          

OWNER: City of Vienna  
 By \_\_\_\_\_  
 Print Name   Jon Simmons    
 Title           Mayor            
 Date \_\_\_\_\_

ATTEST \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title           Secretary          

ENGINEER: Clarida & Ziegler Engineering  
 By \_\_\_\_\_  
 Print Name   W. Brian Ziegler    
 Title           President            
 Date \_\_\_\_\_

ATTACHMENT I

WAGE RATES FOR ENGINEERING WORK

Principal of Firm	\$105.00
Registered Land Surveyor	\$85.00
Project Engineer	\$95.00
Senior Engineering Technician	\$80.00
Engineering Technician	\$70.00
Survey Party Chief	\$70.00
Survey Crew Members	\$60.00
Resident Engineer	\$85.00

**ORDINANCE NO. 19-08**

**AN ORDINANCE AMENDING CHAPTER 97 OF THE CITY MUNICIPAL CODE REGARDING THE OPEN BURNING PROHIBITIONS AND RESTRICTIONS OF NATURAL YARD WASTE**

**WHEREAS**, the City has the authority to adopt ordinances and make all rules and regulations proper or necessary to carry into effect the powers granted to municipalities; and

**WHEREAS**, on December 4, 2019, the City passed and imposed Ordinance 19-07, repealing the prohibition of all opening burning inside City limits, and amending Title IX by the addition of Chapter 97 to permit open burning and recreational fires subject to certain prohibitions and restrictions set forth therein; and

**WHEREAS**, pursuant to Chapter 97 of the City Code, the open burning of natural yard waste, including leaves, lawn clippings, and small limbs, was permitted subject to the ordinance's restrictions; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its citizens to prohibit the opening burning of lawn clippings and leaves, while continuing to permit the open burning of small limbs subject to the conditions previously imposed in Chapter 97; and

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

Section 1. Recitals.

The recitals above are incorporated by reference into this Section 1 as if fully set forth herein.

Section 2. Amendment of Chapter 97 of Title IX.

Chapter 97 of Title IX (General Regulations) of the Municipal Code of the City of Vienna is hereby amended as follows:

(a) ~~Natural yard waste (leaves, lawn clippings, small limbs)~~ Small limbs (less than 3 inches in diameter) may be burned within the corporate limits of the City of Vienna during daylight hours and ending at dusk, subject to the following conditions:

1. Only on the premises on which such yard waste is generated or fallen upon;
2. When atmospheric conditions will readily dissipate contaminants;
3. If such burning does not create a visibility hazard on roadways;
4. No burning shall be left unattended and fires must be supervised by an adult;
5. No burning shall occur on a city street;
6. No burning shall occur within 25 feet of a residence or building;
7. No waste such as "garbage" or agricultural waste shall be burned;
8. No building materials shall be burned at any time, including sawed lumber;

9. No one shall burn at any time the wind velocity, to a prudent person, is such as to cause the burning to be a hazard to life or property. A violation of this paragraph shall be presumed if atmospheric conditions allow contaminants to be blown on the property of another causing both damage to real property and creating a nuisance to another person(s); and
  10. No one shall burn during periods of time when the Fire Chief or Chief of Police have determined that winds or other atmospheric conditions are such that burning would cause a hazard to life or property.
- (b) Recreational fires shall consist of the burning of fuels for a legitimate campfire, recreational and cooking purposes, or in a domestic fireplace in areas where such burning is consistent with other laws, provided that no garbage shall be burned in such case. Recreational fires shall be subject to the following conditions:
1. Fire shall occur in a cleared open area, and area shall be no less than a 20 foot radius;
  2. Fire shall be in an appliance designed for such burning, a burn pit not larger than a 3 foot by 3 foot area, or an area surrounded by noncombustible material; and
  3. No fires shall occur during periods of times when the Fire Chief or Chief of Police have determined that winds or other atmospheric conditions, including dry conditions, are such that fires would cause a hazard to life or property; and
  4. The burning of leaves or lawn clippings is not permitted within recreational fires.
- (c) Restricted Areas. Pursuant to Chapter 93.06 of the City's Code, burning along the south side of Route 146, between the highway and the back of buildings from Fourth to Fifth Streets in the City is prohibited. Nothing in the passage of this ordinance and addition of Chapter 97 herein shall be construed to allow opening burning or recreational fires otherwise prohibited in the area designated by Chapter 93.06.
- (d) Penalty. Any person or business found to be in violation of said ordinance shall be subject to a fine not to exceed \$100.00. Subsequent violations by the same person or business shall be subject to a fine not to exceed \$500.00. Each day the violation continues by a person or business shall constitute a new and separate offense.

Section 4. Action Authorized. The officer, employees, or agents of the City shall take all action reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith.

Section 5. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 6. Effective Date. This ordinance shall be in full force and effect after final passage, approval, and publication as provided by law.

ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES:

NAYS:

ABSTENTIONS:

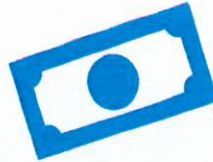
ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor, Jon A. Simmons

ATTEST: \_\_\_\_\_  
City Clerk, Aleatha Wright



## MedSafe Purchase Pricing

**MedSafe Receptacle**  
with One Prepaid Inner Liner &  
Outbound Shipping

**38-Gallon**

**\$1,599.00**

**Quantity of  
Four-Pack of Liners**

**1**

**\$759.00**

**Launch Pack A Total**

**\$2,129.00**

MedSafe combines collection receptacles used for years in law enforcement and patented inner liners with the reverse distribution, treatment, and reporting capabilities of Sharps Compliance.

The MedSafe Program is designed to meet or exceed all requirements of the Drug Enforcement Administration ("DEA") regulations on disposal of controlled substances in 21 CFR Part 1317 (the "DEA Regulations") supporting the Secure and Responsible Drug Disposal Act of 2010 and applicable Department of Transportation ("DOT") regulations, as supported by Special Permit #DOT-SP 20284.

Four-pack inner liners may be ordered as needed at the rate specified above for the duration of this agreement. The price of four-pack inner liners will not increase in price by more than 5% year over year. Customers can enroll in Sharps' auto-ship program, which will ship four-pack inner liners at set frequencies for convenience.

Customer agrees to exclusively use MedSafe Inner Liners provided by Sharps Compliance, which are designed to work with the MedSafe Collection Receptacle to meet DEA and DOT regulations for collection and disposal of patient and consumer dispensed unused or expired medications, including controlled substances.