

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
October 19, 2022
6:30 P.M.**

AGENDA

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the October 5, 2022 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report (Sept)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

4. Authorization and Approval of Funds for fruit purchase for the 50/100 mile run,
(Tourism Funds)

5. Authorization and Approval of contribution for the 50/100 mile run informational booklet
Vienna Times-\$150.00 (Tourism Funds)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

6. Authorization and Approval of donation to Shawnee Worship Center for Trunk or Treat event. (Community Funds)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

7. -Review of Liquor License Application submitted by Derreck Nickolas Lay for 523 East Vine, Suite A

-Authorization and Approval to issue a Class A Liquor License for the location of 523 East Vine, Suite A

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

8. Authorization and Approval of Engineering Services Agreement between the City of Vienna and Clarida & Ziegler Engineering Co. to replace the existing Red Bud Lane roadway and Industrial Drive entrance in the City of Vienna, IL.

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

9. - Local Union 773 Pension Fund Deduction, effective December 1, 2022

Authorization and Approval of Memorandum of Understanding between the City of Vienna, Il (Public Works Dept.) (Water, Gas, Sewer & Streets) and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773

Motion_____ **Seconded**_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

10. Authorization and Approval to extend a New Home Development Program TIF Agreement between John D. & Stephanie Tanner and the City of Vienna.

Motion_____ Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

11. Authorization and Approval of Resolution 22-10, A Resolution Authorizing the Illinois Municipal League to Collect the 2% Foreign Fire Insurance License Fee for the Foreign Fire Insurance Board of the City of Vienna Fire Department/Fire Protection District

Motion_____ Seconded_____


Hill_____ Moore_____ Owen_____ 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- Alderman Moore- Community Easter Egg Hunt, 4-1-23
- Depot, Alisa Sowers- Shawnee Forest information
- Steve Penrod, Mayor- Tax Levy

14. **Adjournment:**

POSTED: 10-17-22 BY: 

Trunk or Treat

Monday, October 31st | 5:00 - 7:00PM

Annual Community Event

Sponsorship Commitment Form

Please choose your preferred sponsorship level below and return this form to Shawnee Worship Center.

Community Trunk or Treat Sponsorship

- | | | | | | |
|---|---|--|--|--|---|
| <input type="radio"/> Event Sponsor
\$500 | Banner at Event
Boosted FB Posts
Media Recognition | <input type="radio"/> Inflatable Sponsor
\$250 | Signs at Event
Boosted FB Post | <input type="radio"/> Interactive Game Sponsor
\$125 | Sign at Event
Boosted FB Post |
|---|---|--|--|--|---|

Registration

Company Name	Contact Name		
Address	City	State	ZIP
Phone Number	Email Address		
Website	Facebook Page		

Payment Information

- ☐ **Check Enclosed**
Payable to Shawnee Worship Center
- ☐ **Commit now, Pay Later**
An Invoice will be sent
- ☐ **Pay with a Credit Card**
Provide Card Details:

Circle One:	Visa	Mastercard	Discover	AMEX
Card #	EXP		CVC	
<i>I authorize Shawnee Worship Center to process a credit card payment for the full sponsorship listed above and understand that we will incur an additional 3% processing fee for credit card transactions.</i>				
Signature				

Return your commitment form to:
Shawnee Worship Center
PO Box 661, Vienna, IL 62995
via email: jeffreyisbell@gmail.com

Tax ID Number: 37-1033538

For further information, contact:
Jeffrey Isbell at (618) 889-9148 or jeffreyisbell@gmail.com



SHAWNEE
WORSHIP CENTER

TRUNK OR TREAT | BOOTH SIGNUP FORM

____ Yes, we will participate in your event with an outdoor activity booth (Describe below)

____ No, we are not able to participate, but please accept our \$____ contribution

Description of theme/services/activities offered at booth:

Notes:

- Your booth may be a car trunk, trailer, popup canopy tent, etc. Do not plan on having access to electricity for the event as spaces will be pre-assigned.
- We are seeking the support of community sponsors to help offset the costs of this event. Sponsors will receive mention on our Facebook page and those giving at least \$100 will have a sign displayed at the event.
- Booth participants should bring their own popup tent, tables, chairs, etc. Plan to serve each family in a creative way. Please be mindful that this a family event and refrain from gore, violence, and dark themes.

Please complete the contact information below:

Organization/Family Name _____

Contact Person _____

Address & City _____

Phone _____

Email _____

We have included a generous contribution of \$_____ to help offset the costs of this event.

Mail Completed Form To:
Shawnee Worship Center
Attn: Jeffrey Isbell
PO Box 661
Vienna, Illinois 62995

***Space is limited to the first 25 booths.
Return completed form ASAP to secure your space. Our team will follow-up.***

AGREEMENT FOR ENGINEERING SERVICES

This agreement made this ____ day of October, 2022 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 replace the existing Red Bud Lane roadway and Industrial Drive entrance in the City of Vienna, Johnson County, State of Illinois, for which the ENGINEER agrees to perform the various professional engineering 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 thousand dollars (\$30,000.00).
2. The compensation for 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 City Clerk

OWNER: City of Vienna

By _____

Print Name Steve Penrod

Title Mayor

Date 10/ /2022

ATTEST _____

Print Name Andrea Ramaker

Title Secretary

ENGINEER: Clarida & Ziegler Engineering

By _____

Print Name W. Brian Ziegler

Title President

Date 10/ /2022

ATTACHMENT I

WAGE RATES FOR ENGINEERING WORK

Principal of Firm	\$140.00
Project Manager	\$125.00
Registered Land Surveyor	\$105.00
Project Engineer	\$105.00
Senior Engineering Technician	\$85.00
Engineering Technician	\$75.00
Survey Party Chief	\$80.00
Survey Crew Members	\$75.00
Resident Engineer	\$95.00
Administrative Staff	\$40.00

CITY OF VIENNA 22160
 CLARIDA & ZIEGLER ENGINEERING (PROJECT ~~21051~~)
 RED BUD LN. - PRELIMINARY ESTIMATE OF PROBABLE PROJECT COSTS

Date: 5/20/22

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	NITROGEN FERTILIZER NUTRIENT	LB	90	\$1.65	\$148.50
2	PHOSPHORUS FERTILIZER NUTRIENT	LB	90	\$1.65	\$148.50
3	POTASSIUM FERTILIZER NUTRIENT	LB	90	\$1.65	\$148.50
4	TRENCH BACKFILL	C.Y.	100	\$44.00	\$4,400.00
5	GRADING & SHAPING DITCHES	LF	1000	\$11.00	\$11,000.00
6	SEEDING, CLASS 2	ACRE	0.8	\$990.00	\$792.00
7	MULCH, METHOD 2	ACRE	0.8	\$990.00	\$792.00
8	TEMPORARY DITCH CHECKS	LF	50	\$14.50	\$725.00
9	INLET AND PIPE PROTECTION	EA.	2	\$247.50	\$495.00
10	SUB-BASE GRANULAR MATERIAL, TYPE A	TON	250	\$28.00	\$7,000.00
11	BITUMINOUS MATERIALS (PRIME COAT)	LB	13077	\$2.00	\$26,154.00
12	BITUMINOUS MATERIALS (TACK COAT)	LB	1307	\$1.00	\$1,307.00
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	876	\$94.00	\$82,344.00
14	HOT MIXED ASPHALT SURFACE COURSE, MIX C, N70	TON	441	\$104.50	\$46,084.50
15	PAVEMENT REMOVAL	S.Y.	160	\$5.50	\$880.00
16	PIPE CULVERT REMOVAL	LF	60	\$22.00	\$1,320.00
17	AGGREGATE SHOULDER, TYPE A	TON	30	\$26.00	\$780.00
18	PIPE CULVERT CLASS A, TY. 1 30"	LF	60	\$100.00	\$6,000.00
19	HMA SURF REMOVAL BUTT JOINT	SY	160	\$35.00	\$5,600.00
20	TRAFFIC CONTROL & PROTECTION	LS	1	\$10,000.00	\$10,000.00
Construction Cost					\$206,119.00
Contingency					\$ 20,611.90
Design Engineering					\$ 30,000.00
Construction Inspection					\$ 25,000.00
Engineering Additional Services					\$ 10,000.00
R.O.W.					\$ 5,000.00
TOTAL					\$ 291,730.90

MEMORANDUM OF UNDERSTANDING

BETWEEN

**CITY OF VIENNA, ILLINOIS
(PUBLIC WORKS DEPARTMENT)
(WATER, GAS, SEWER & STREETS)**

AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN
AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

AND

LABORERS' LOCAL 773

LABORERS' NATIONAL INDUSTRIAL PENSION FUND

The Employer agrees to participate in the Laborers' International Union of North America National (Industrial) Pension Fund, and be bound by its Standard Form of Participation Agreement. Effective December 1, 2022 the Employer agrees to contribute, eleven cents (\$0.11) per hours worked from the employee's pay, and in lieu of wages, each month. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid. For Pension Fund Contributions only, contributions shall be made for hours worked only. Pension contributions shall be excluded from vacation, sick, holiday pay, funeral leave, or any other paid time off.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement.

**For the Employer:
City of Vienna**

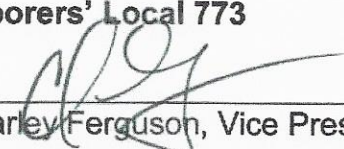
Steve Penrod, Mayor

Date: _____

Aleatha Wright, City Clerk

Date: _____

**For the Union:
Laborers' Local 773**



Charley Ferguson, Vice President

Date: _____

22-10

FOREIGN FIRE INSURANCE BOARD RESOLUTION

AUTHORIZING THE ILLINOIS MUNICIPAL LEAGUE TO COLLECT THE 2% FOREIGN FIRE INSURANCE LICENSE FEE FOR THE **FOREIGN FIRE INSURANCE BOARD OF THE _____ FIRE DEPARTMENT** or **THE _____ FIRE PROTECTION DISTRICT**

WHEREAS, the Foreign Fire Insurance License Fee Act requires insurance carriers not incorporated under the laws of the State of Illinois to pay a foreign fire insurance license fee to Illinois fire department foreign fire insurance boards and Illinois fire protection districts, and

WHEREAS, the Illinois Municipal League has developed a program to collect and distribute the 2% foreign fire insurance license fee paid by insurance carriers to fire department foreign fire insurance boards and fire protection districts, and

WHEREAS, the Foreign Fire Insurance License Fee Act provides that the Illinois Municipal League shall be the default entity to collect foreign fire insurance license fees for any entity entitled to the fees that does not collect the fees on its own accord or through a designee, and

WHEREAS, this program is of benefit to the **Foreign Fire Insurance Board of the _____ Fire Department** or the **_____ Fire Protection District.**

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. That the Illinois Municipal League is hereby authorized by the Board to receive and examine the reports and collect the payments of the two percent (2%) foreign fire insurance license fees tendered to this Board by foreign fire insurance companies.

SECTION 2. That the Illinois Municipal League shall keep an accurate and complete record of all such fee payments received from foreign fire insurance companies and the distribution of such payments to treasurer of this Board and that all such records shall be open to the inspection of the members of this Board during reasonable office hours.

SECTION 3. That this Board hereby authorizes and designates the Illinois Municipal League to act as its sole agent for the collection of the rightfully imposed foreign fire insurance license fee of two percent (2%) per annum of the gross receipts received as premiums on fire insurance policies on properties within the jurisdiction. The Board hereby agrees to pay as an

Foreign Fire Insurance License Fee

annual service charge to the Illinois Municipal League five percent (5%) of the fees actually collected, or such other amount as may be necessary and agreed to in writing. The Illinois Municipal League service charge shall be deducted prior to distributing the annual fee proceeds to the Board. The Illinois Municipal League is authorized to take necessary actions and carry on all necessary communication with the foreign fire insurance companies owing fees on behalf of this Board. The Illinois Municipal League shall remain the designated agent until notified by this Board by adopted resolution of this Board rescinding this agreement and engagement.

PASSED THIS ____ DAY OF _____ A.D. 20____.

Secretary

APPROVED by the **Chair/President** of said Board this ____ day of _____ A.D. 20____.

Chair/President

ATTEST: _____
Secretary