

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL**

November 2, 2016

6:30 P.M.

AGENDA

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Evans_____ Myrick_____ Owen_____ Racey_____ Williams_____

3. Omnibus Consent Agenda

- Approval of the October 19, 2016 City Council Meeting Minutes
- Approval of the October 21, 2016 City Emergency Meeting Minutes
- Approval of the Warrant

Motion_____ **Seconded**_____

Hill_____ Evans_____ Myrick_____ Owen_____ Racey_____ Williams_____

PUBLIC COMMENT/ADDITION TO THE AGENDA

NEW BUSINESS

4. Jordan LeBeau- Request for City Park ban to be lifted

5. Insurance Proposal- Gene Cook, Advantage Insurance Services, LLC

6. Susan Jaynes- IL.Municipal League Risk Management Association

7. Authorization and Approval of selected quote for City of Vienna General Insurance beginning Dec, 2017.

Motion_____ **Seconded**_____

Hill_____ Evans_____ Myrick_____ Owen_____ Racey_____ Williams_____

8. Authorization and Approval of the Collective Bargaining Agreement between the City of Vienna, IL (Public Works Dept) and the Laborers' International Union of North America, The Southern And Central Illinois Laborers' District Council and Laborers' Local 773. Nov 1, 2016 through October 31, 2017.

Motion_____Seconded_____

Hill_____ Evans_____ Myrick_____ Owen_____ Racey_____ Williams_____

9. Authorization and Approval of Cooperative Agreement Providing For The Services Of The Johnson County Animal Control Warden Within Municipal Limits beginning December 1, 2016.

Motion_____Seconded_____

Hill_____ Evans_____ Myrick_____ Owen_____ Racey_____ Williams_____

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

- Jon Simmons, Mayor
- Aleatha Wright, City Clerk- demo grant/city park camera claim
- Shane Racey, City Superintendent- lagoon blower replacement
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- Josh Stratemeyer, City Attorney
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council

11. **Executive Session**

12. **Adjournment:**

Motion_____Seconded_____

Hill_____ Evans_____ Myrick_____ Owen_____ Racey_____ Williams_____

POSTED: 10-31-16

BY: *A Wright*

COOPERATIVE AGREEMENT PROVIDING FOR THE SERVICES OF THE JOHNSON COUNTY ANIMAL CONTROL WARDEN WITHIN MUNICIPAL LIMITS

This Cooperative Agreement for the provision of the services of the Johnson County Animal Control Warden, hereinafter called "Warden", to the city of, Vienna, Illinois, is entered into this First Day of December, 2016, between the county of Johnson, State of Illinois, hereinafter called "County" and the city of, Vienna, Illinois, hereinafter called "City".

Whereas the City is desirous to obtain the service of the Warden for the purpose of enforcing City Ordinances regarding animal control and the laws set out by the State of Illinois through the Illinois Agricultural Department; and whereas the County is desirous to provide the above said services of the Warden to the City, the party agrees as follows:

1. This agreement shall be effective upon signing by both the County Board and the City Governing Body, and shall extend for a period of one (1) year for fiscal year 2017. Provisions for cancellation of this agreement by either party are as follows: in the event of a breach of any provision found in this agreement, a 30-day written notice is required prior to the end of any monthly period or within thirty (30) days prior to the termination of said Agreement.
2. The City shall appoint an Animal Control Liaison, hereinafter called Liaison, to coordinate the activities of the Warden within the City. The Warden shall provide services to the City in non-emergency situations only when requested to do so by the Liaison. The Warden may provide services to the city without the request of the Liaison only in an emergency situation. For the purpose of enforcing this agreement, the term "emergency situation" is defined as any situation where a human being has been bitten or otherwise physically injured by a dog.
3. The City agrees to pay the County \$20 for each instance in which the Warden responds to a request for services initiated by the Liaison and said response does not result in a dog being impounded. For the purpose of this agreement, the term "response" means any situation in which the Animal Control Warden travels to a municipality at the behest of the Liaison. This fee will be waived if the response is in regard to an emergency situation as defined in paragraph two (2).
4. The City agrees to pay the county \$40 per canine for the catching, transporting, and impounding of said canine and \$15 per each canine that is destroyed.
5. The County is to provide the City with a monthly billing statement for services rendered reflecting the fees listed in paragraphs three (3) and four (4).
6. It is agreed-upon the parties that the Johnson County Animal Control Warden and will cause to be destroyed, any canine that has been impounded for seven (7) days and has not been redeemed by any person providing proof of ownership of said canine. The seven (7) day period will begin after either notice is sent to the registered owner by the Warden or, in the cases where no registered owner is identified, upon the first day in which the canine is impounded. After the seven (7) day period has expired, the Warden will destroy the canine by lethal injection or by any other means authorized by law.

7. The county will assume all liability and responsibility for damages incurred by the Warden while performing the duties of Animal Control Warden, including any damages to personal property of others and any personal injury sustained by the Warden.
8. This contract contains the entire agreement between the parties and may not be modified or amended except by written agreement executed by the County and the City. The signatures below acknowledge that this contract has been read in full and that a copy of this contract has been received by each board.

JOHNSON COUNTY COMMISSIONERS

CITY OFFICIALS

LIAISON'S NAME

LIAISON'S PHONE NUMBER
