

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
November 2, 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 19, 2022 Meeting Minutes
- Approval of the Warrant

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

4. Animal control agreement with Watson Kennels, LLC - Review

5. Authorization and Approval of ad purchase in the 2023 Southern IL. Scout magazine (Tourism Funds)

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

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Authorization and Approval to purchase Holiday Turkey/Hams for city employees

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

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Owen \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

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

8. **ELECTED/APPOINTED OFFICIALS**

- City Attorney
- Aleatha Wright, City Clerk- IMRF Audit report
- Shane Racey, City Supt.
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Depot, Alisa Sowers
- Steve Penrod, Mayor

9. **Adjournment:**

POSTED: 10-31-22

BY: 

**Cooperative Agreement for the services of Watson Kennels LLC the acting Johnson County  
Animal Control Warden, within the City of Vienna**

Whereas, this Cooperation Agreement is for the the provision of services of Kelli Watson of Watson Kennels, LLC, the acting Johnson County Animal Control Warden/Officer, hereinafter referred to as "Warden" with the City of Vienna, Illinois, herein referred to as "City", entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Whereas, the City is desirous to obtain the services of the Warden for the purpose of enforcing the City ordinances regarding animal control and the laws set forth but the State of Illinois; and

Whereas, The Warden is also desirous to provide those services to the City, the parties  
therefore

In the event of any breach of any provisions of this agreement either party may submit written notice to the other for immediate cancellation stating in the notice the alleged breach. In the event either party desires to cancel the agreement for any reason for any reason other than a breach or default of the agreement, the party desiring to cancel the agreement must submit the other party a thirty-day written notice of termination. This agreement will not automatically renew and will expire at the end of the period set forth herein, unless expressly renewed into a written agreement executed by both parties hereto.

1. The City shall appoint an Animal Control Liaison, hereinafter called Liaison, to coordinate the activities of the Warden. Business Hours are as follows: Monday -Friday 9am until 3pm. Any services after said hours and days will be considered after hours call and emergencies. The Warden also has the right to deem the situation as such or not. For the purpose of enforcing this agreement, the term "after hours/emergency situation" is defined as any situation where a human being has been physically injured by a dog. And is also defined as a dog in critical condition in immediate need of veterinary care.
2. Provision for Fees of Services: A) The City agrees to pay the Warden \$15 for each instance the Warden responds to a request for services initiated by the Liaison and the Warden does not impound an animal. B) The City agrees to pay the Warden \$25 for each instance the Warden responds to a request for services initiated by the Liaison and the Warden is required to catch, transport and impound an animal. C) The City agrees to pay the Warden \$40 for each instance the Warden responds to a request for services initiated by the Liaison which occurs after the normal business hours set forth in paragraph 1 herein, whether the Warden is required to catch, transport, or impound an animal. D) The city agrees to pay the warden \$10 per day for impounding fee per state law (stray hold 10 day) when said animal is not



reclaimed by owner. The \$10 per day impound fee covers DHLPP vaccination upon intake, heartworm testing, worming, flea and tick treatment, microchip insertion/activation, food, water and any other veterinary fees that are necessary per intake. The fees set forth in (A), (B), or (C) are not intended to be cumulative fees, and only one applicable section will be applied. The fees set forth in section (D) will be added to the fees set forth in section (A), (B), (C) and (E) in addition to any fees set forth in (A), (B), or (C) of this section, the City agrees to pay the Warden \$15 for each animal required to be euthanized. The fee paid represents the City's entire financial responsibility for euthanasia process paid to the Warden directly. And the Warden will be responsible for all other cost thereof.

3. If at the time of release, the owner of the impounded animal shall present a current rabies inoculation certificate. If no current inoculation certificate is available, the Warden shall either issue a written warning to the owner, or, require the owner to arrange and pay for rabies vaccination with a veterinary clinic upon release. Microchipping is also required. Microchipping will also be done with the veterinary clinic. Warden will get copies of all required paperwork to keep on file.
4. The Warden shall have the authority to impound animals consistent with Section 91.06 of the City Code. It is agreed upon the Warden will impound animals at the facility owned and operated by Watson Kennels, LLC, for 10 days. The warden shall issue notice as required by the City Code to the owner. The impound fee of Watson Kennels is \$10/day.
5. The Warden shall have the authority pursuant to the City Code to issue citations as necessary for violations of the City's animal control ordinances, consistent with Section 91.09 of the City Code.
- 6 The Warden shall provide adequate food, water, shelter, care, treatment, and transportation for all animals in the Warden's custody pursuant to this agreement.
7. The City and Warden agree that Kelli Watson is acting as an Independent Contractor and is not an employee of the City in any capacity.
8. The City and Warden acknowledge this agreement is with Kelli Watson, owner and operator of Watson Kennels, LLC, and as such she will be utilizing her business, premises, and equipment of Watson Kennel, LLC, to effectuate this agreement and the provisions thereof, which is the responsibility of the Watson Kennel, LLC.
9. The Warden shall at all times follow the relevant portions of the City Code for animal control found within Chapter 91, titled Animals.
10. The Warden shall at all times follow State statute and regulations related to the treatment and housing of animals, including any guidelines of the Department of Agriculture and Illinois Animal Control Act, and further maintain any training or certifications required for the position, if any
11. The Warden agrees to cooperate with all law enforcement agencies for the enforcement of animal control laws.

12. The agreement set forth herein cannot be assigned, transferred, or conveyed to any other party without the express written agreement of both parties. The agreement is specific to Kelli Watson, in the event, any her business interest in Watson Kennels, LLC is sold or conveyed, this agreement shall be terminated immediately, unless otherwise expressly agreed to by the parties.

13 During the term of this agreement, the Warden is required to maintain adequate liability insurance for Kelli Watson and Watson Kennels, LLC, and include within her policy coverage for the acts required of her for this agreement within the City of Vienna. She shall be required to provide the City proof of coverage when requested.

Kelli Watson Animal Control Warden. 618-759-2130

PLEASE TAKE NOTE THAT WATSON KENNELS BUSINESS NUMBER HAS CHANGED. 618-759-2130

Watson Kennels LLC 4845 Lick Creek Rd. Buncombe Illinois 62912

CITY OFFICIALS. VIENNA ILLINOIS.

Signature and Date:

_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____

\_\_\_\_\_  
CITY LIAISON

\_\_\_\_\_  
Date

( ) \_\_\_\_\_  
PHONE NUMBER



# **VOTED NUMBER ONE!**

## **THE SOUTHERN ILLINOIS SCOUT**

*A survey of Illinois welcome centers shows The Southern Illinois Scout is the most popular Southern Illinois tourism information publication. The Scout highlights special events, historical sites and attractions, wineries, recreational opportunities and much more.*

*You have a choice on how to utilize your valuable advertising dollars. The Scout offers you the best way to use your resources. If you want to share your message with vacationers and travelers, advertise in The Scout.*

**THE 2023 SCOUT IS SCHEDULED TO BE AVAILABLE IN  
JANUARY. THE SCOUT WILL BE AVAILABLE AT  
ILLINOIS WELCOME CENTERS THROUGHOUT THE YEAR!**

### **Advertising Rates & Specifications**

*Your ad will give you a full year of coverage. Advertising rates have remained the same for many years but circumstances have forced us to raise our rates for 2023. We are trying to keep costs as low as possible and believe that our publication is still the best value available. The Scout is a full color publication with a larger coverage area than other competitors.*

<b>Full Page</b>	<b>7 1/2" Wide by 9 1/2" Deep</b>	<b>\$875.00</b>
<b>1/2 Page</b>	<b>7 1/2" Wide by 4 1/2" Deep</b>	<b>\$475.00</b>
<b>1/4 Page</b>	<b>3 3/4" Wide by 4 1/2" Deep</b>	<b>\$250.00</b>
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