

**CITY OF VIENNA**  
**CITY COUNCIL MEETING**  
**VIENNA CITY HALL**  
**205 North 4th St**  
**November 1, 2017**  
**6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

3. Omnibus Consent Agenda

- Approval of the October 18, 2017 Minutes
- Approval of the Warrant
- Approval Treasurer's Report (Sept)

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

**NEW BUSINESS**

4. Authorization and Approval of the Zoning Board's Recommendation from the Oct 30, 2017 meeting. Applicant, Rodney Gholson, requesting a special use permit for professional use at the location of 102 College Street (Currently zoned R2)

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

5. Authorization and Approval of a Cooperative Agreement Providing For The Services Of The Johnson County Animal Control Warden Within Municipal Limits  
Effective: December 1, 2017 to November 30, 2018

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Authorization and Approval of Liquor License Application- Request for a Class A License at the location of 523 East Vine St.

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

7. Authorization and Approval of Resolution No. 17-17. A Resolution to Cast a Ballot in the 2017 IMRF Executive Trustee Election

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

8. Authorization and Approval to purchase Holiday Hams/Turkeys for City Employees (Christmas)

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

9. Authorization and Approval to purchase fruit for the 50/100 Mile run (Tourism Fund)

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

#### **PUBLIC COMMENT/ADDITION TO THE AGENDA**

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

- Jon Simmons, Mayor
- Aleatha Wright, City Clerk
- Josh Stratemeyer, City Attorney
- Shane Racey, City Superintendent- Radio Water/ Gas Meters
  
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Phil Morris, Depot
- Margaret Mathis, City Librarian

11. **Executive Session:** Employment- Personnel as per 5ILCS 120/02(c)(1),

12. **Adjournment:**

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

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

POSTED: 10/30/17 \_\_\_\_\_

BY: *dwright* \_\_\_\_\_



## **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, 2017, 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 2018. 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

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CITY OFFICIALS

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LIAISON'S NAME

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LIAISON'S PHONE NUMBER

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# SUGGESTED RESOLUTION TO CAST A BALLOT IN THE 2017 IMRF EXECUTIVE TRUSTEE ELECTION

IMRF Form 6.89 (Rev 9/2017)

PLEASE ENTER Employer IMRF I.D. Number

## RESOLUTION

Number 17-17

WHEREAS, section 7-174 of the Illinois Pension Code provides for an eight-member Board of Trustees of the Illinois Municipal Retirement Fund, four of whom are to be elected by the IMRF participating units of government; and

WHEREAS, section 7-175 of the Pension Code provides rules for the election of the IMRF Board of Trustees; and

WHEREAS, the governing body of each participating unit of government shall have one vote at any election in which an Executive Trustee is to be elected; and

WHEREAS, it is appropriate that the \_\_\_\_\_ of \_\_\_\_\_  
BOARD, COUNCIL, ETC. EMPLOYER NAME

exercise its right to vote in the 2017 IMRF Executive Trustee election.

NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_ of \_\_\_\_\_  
BOARD, COUNCIL, ETC.  
\_\_\_\_\_ gives its vote in the 2017 IMRF Executive Trustee election  
EMPLOYER NAME

for a five-year term of office to (vote for one):

- ☐ Stephanie A. Helms
- ☐ Douglas A. Krieger
- ☐ Tom Kuehne
- ☐ Brad Trent
- ☐ \_\_\_\_\_

LINE FOR WRITE-IN CANDIDATE

## CERTIFICATION

I, \_\_\_\_\_, the \_\_\_\_\_ of the \_\_\_\_\_  
(NAME) (CLERK OR SECRETARY)  
\_\_\_\_\_ of the County of \_\_\_\_\_, State of Illinois,  
(EMPLOYER NAME) (COUNTY)

do hereby certify that I am the keeper of the books and records of the \_\_\_\_\_ and  
(EMPLOYER NAME)

that the foregoing is a true and correct copy of a resolution (ordinance) duly adopted by the \_\_\_\_\_  
(BOARD, COUNCIL, ETC.)

at a meeting duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SEAL

\_\_\_\_\_  
(CLERK OR SECRETARY)

Illinois Municipal Retirement Fund  
2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337  
Member Services Representatives 1-800-ASK-IMRF (275-4673)  
[www.imrf.org](http://www.imrf.org)