

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th St
January 2, 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 December 18, 2019 Meeting Minutes
- Approval of the Warrant

Motion _____ Seconded _____

Hill _____ Riddle _____ Penrod _____ Owen _____ Racey _____ Tuey _____

4. Approval and Authorization for purchase of tires for 2016 Ford Explorer Police Squad-State bid Harper's Ford

Motion _____ Seconded _____

Hill _____ Riddle _____ Penrod _____ Owen _____ Racey _____ Tuey _____

PUBLIC COMMENT/ADDITION TO THE AGENDA

5. Authorization and Approval of Intergovernmental Agreement between the City of Vienna and Johnson County (Feb 17, 2020 to Dec 20, 2020) for Depot Coordinator position.

Motion _____ Seconded _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

6. **ELECTED/APPOINTED OFFICIALS:**

- Jon Simmons, Mayor
- Melissa Presser, City Attorney
- Aleatha Wright, City Clerk
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council - Alan Racey- Burn Ban Ord 19-07

7. **Executive Session:** Employment/compensation as per 5ILCS 120/0(c)(1)

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 _____

8. **Adjournment:**

POSTED: 12-27-19

BY: 

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement, is entered into on the day and date hereinafter set forth, by and between the City of Vienna, Illinois, an Illinois Municipal Corporation, hereinafter referred to as "City" and the County of Johnson, State of Illinois, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is desirous to obtain the services of a "depot coordinator" to be stationed at "the depot" located within the Vienna City Park in order to provide information to visitors, to inform visitors about the history of Vienna and Johnson County, and to promote businesses within the City and County;

FURTHER WHEREAS, the parties find that the employee will benefit the citizens of the City of Vienna, the citizens of Johnson County, and will generally benefit the City and County as a result of increased tourism to the area and increased patronage to businesses within the City and County;

FURTHER WHEREAS, due to the benefits to both parties, the parties desire to share the salary expense associated with a depot coordinator;

FURTHER WHEREAS, Article IV, Section 10 of the Illinois Constitution and 5 ILCS 220/1 et. seq. of the Intergovernmental Cooperation Act provides the authority for this intergovernmental cooperation and the execution of this Agreement between the parties hereto.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE INDIVIDUAL AND MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The City hereby agrees to hire a "depot coordinator" to work a maximum of 29 1/2 hours per week at "the depot" located at the Vienna City Park. The depot coordinator will be compensated at an hourly rate which is to be paid directly to the employee by the City of Vienna. The depot coordinator shall commence his duties on February 17, 2020 and shall cease his duties for the year by December 20, 2020.
2. The County agrees to pay to the City the sum of \$100.00 per week as partial reimbursement for the salary expense paid to the depot coordinator. Said payments shall begin for work in the month of February, 2020 and shall cease the week of December 20, 2020.
3. This agreement shall cease on December 20, 2020. Either party may cancel or terminate this agreement prior to December 20, 2020 with a thirty day written notice to the other party.

4. The depot coordinator's duties shall include, but are not limited to the following: assisting visitors by providing information regarding the City and County, to provide information about local businesses within the City and County, to promote tourism to the City, County, and the surrounding areas.
5. The City retains the sole and exclusive right to manage and direct the employment of the depot coordinator including but not limited to the right to determine the schedule of the employee. In addition, the City shall be solely responsible for any liability arising out of the employee's conduct and shall be solely responsible for any and all additional expenses associated with the employee including but not limited to worker's compensation insurance, unemployment, withholding of taxes, and insurance.
6. The parties agree that the public will be benefited and served by the implementation of this agreement and that the benefits to the citizens of Vienna are comparable to the benefits derived hereunder by the citizens of Johnson County.
7. The terms and conditions and covenants of this agreement shall be binding upon the successors and assigns of the respective parties. This agreement shall be construed in accordance with the laws and constitution of the State of Illinois.
8. If any provision of this Agreement is found to be invalid for any reason, such invalidation shall not render any other provision or provisions of the Agreements which can be given effect without the invalid provision.
9. This Agreement shall be effective when approved by the Governing Boards of both parties and when fully signed by both parties.

IN WITNESS WHEREOF, the undersigned Governmental Units have caused this Agreement to be duly executed and delivered on the ____ day of _____, 2020.

CITY OF VIENNA, ILLINOIS
An Illinois Municipal Cooperation

BY: _____
Jon Simmons, Mayor

ATTEST:

Aleatha Wright, City Clerk

JOHNSON COUNTY COMMISSIONERS:

VIENNA CITY COUNCIL:

Ayes: _____
Nays: _____
Absent: _____