

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY LIBRARY**

**401 Poplar Street
January 6, 2021
6:30 P.M.**

AGENDA

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Penrod_____ Owen_____ Racey_____ Tuey_____ Evans_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the December 16, 2020 Meeting Minutes
- Approval of the Warrant

Motion_____ Seconded_____

Hill_____ Penrod_____ Owen_____ Racey_____ Tuey_____ Evans_____

4. Presentation of Retirement Plaques by Mayor Pro-tem, Richard Owen.
Jon A. Simmons, Mayor
Phil Morris, Depot Coordinator

5. Approval of Ordinance 21-01, An Ordinance Amending Chapter 91.07 Regarding
Redemption and Impound Fees

Motion_____ Seconded_____

Hill_____ Penrod_____ Owen_____ Racey_____ Tuey_____ Evans_____

6. Approval of Cooperative Agreement Providing for the Services of Watson Kennels, LLC Kelli Watson Animal Control Warden. Independent Contractor for Johnson County within Municipal Limits

Motion _____ Seconded _____

Hill _____ Penrod _____ Owen _____ Racey _____ Tuey _____ Evans _____

7. Authorization and Approval of Intergovernmental Agreement between the City of Vienna and Johnson County (Feb 17, 2021 to Dec 18, 2021) for Depot Coordinator position.

Motion _____ Seconded _____

Hill _____ Penrod _____ Owen _____ Racey _____ Tuey _____ Evans _____

8. Brent Williams, Fire Chief
-Winter Fire School Training at U of I
- Tank #4 -Rear Tire Replacement

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

Ellen Williams- Utility fees

Terry Trovillion- Streets

10. **City Elected and 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
- City Council

11. **Adjournment:**

POSTED: 01-04-21

BY: *A Wright*

ORDINANCE NO. 21-__

AN ORDINANCE AMENDING CHAPTER 91.07 OF THE CITY MUNICIPAL CODE REGARDING REDEMPTION AND IMPOUND FEES FOR ANIMALS

WHEREAS, the City has the authority to adopt ordinances and make all rules and regulations proper or necessary to carry into effect the powers granted to municipalities; and

WHEREAS, City Council has previously adopted ordinances related to the regulations of animals and animal control laws within City limits found within Chapter 91 (Animals); and

WHEREAS, Chapter 91, Section 7 (Redemption) provides for the regulations and fees for redemption of dogs having been impounded from within the City; and

WHEREAS, City Council was previously engaged in an intergovernmental agreement with Johnson County Board of Commissioners for use of the Johnson County Animal Control Warden whereby the impounded animals from the City were housed and impounded at the facility operated by Johnson County; and

WHEREAS, Chapter 91, Section 7 provided for the impound fees desired by the County to be collected from the owner and paid to the County Treasurer for the County of Johnson for the use of the Warden and the County's facility; and

WHEREAS, effective April 2020, the Johnson County Animal Control Warden (Kelli Watson) is an independent contractor with the County who provides her own facility and equipment through Watson Kennels, LLC, for the shelter, care, treatment, and transportation of the animals; and

WHEREAS, the concurrent Cooperative Agreement executed herewith between the City and the Johnson County Animal Control Warden provides for the impound fees to be paid and collected directly to the Warden and placed in the Population Fund; and

WHEREAS, the City desires to increase the daily fee charged for an impounded dog from \$5 per day to \$10 per day as recommended by the Warden based upon the current cost of goods and services related to shelter, care, treatment, and transportation of animals incurred by the Warden; and

WHEREAS, the City desires to amend Chapter 91, Section 7 to effect the recitals set forth herein.

NOW, THEREFORE, IT BE SO ORDAINED by the City Council of the City of Vienna, Illinois, as follows:

Section 1. Recitals.

The recitals above are incorporated by reference into this Section 1 as if fully set forth herein.

Section 2. The City has determined Title IX, Chapter 91: Animals, Section 91.07, Redemption, shall be amended as follows:

(A) When the owner of any dog impounded pursuant to § 91.06(A)(1) through (A)(4) desires to redeem the dog, the following procedure shall be followed.

(1) At the time of impoundment the Animal Control Officer shall prepare an impoundment form indicating the fine of \$20 with space provided for the total amount of board.

(2) The impounding authority shall place on the impoundment form a charge of \$5 \$10 per day for each day or part thereof which the dog was impounded.

(3) At the time of release, the owner shall present a current rabies inoculation certificate. If no current rabies inoculation certificate is available a warning ticket is to be issued and the owner must sign the warning ticket acknowledging ownership of the dog.

(B) All amounts collected by the ~~County Treasurer~~ Animal Control Warden pursuant to this section shall be placed in the ~~County Animal Control Fund~~ Population Fund operated by the Warden.

Section 3. Action Authorized. The officer, employees, or agents of the City shall take all action reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith.

Section 4. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Effective Date. This ordinance shall be in full force and effect after final passage, approval, and publication as provided by law.

ADOPTED THIS ____ day of _____, 2021.

AYES: _____.

NAYS: _____.

ABSTENTIONS: _____.

ABSENT: _____.

APPROVED THIS ____ day of January, 2021.

Mayor, Jon A. Simmons

ATTEST: _____
City Clerk, Aleatha Wright

**Cooperative Agreement for the Services of Watson Kennels LLC
Acting Johnson County Animal Control Warden within the City of Vienna**

Whereas, this Cooperation Agreement is for 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", effective on the last date signed by a party hereto; and

Whereas, Chapter 91.01 of the city Code defines the Animal Control Warden as any person hired by the County Board of Commissioners to perform the duties by the Animal Control Act, the county Animal Control Ordinance, or the Administrator; and

Whereas, Chapter 91.02 of the City Code authorizes the Animal Control Warden the authority to administer the Animal Control Program in the City; and

Whereas, Kelli Watson of Watson Kennels LLC is the acting Johnson County Animal Control Warden by and through the Johnson County Board of Commissioners; and

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 the Warden is also desirous to provide those services to the City.

NOW, THEREFORE, BE IT SO AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. This agreement shall be presented to the City Board for approval and upon passage, it shall be effective on the last date signed by a party hereto. This agreement shall extend until November 30, 2021, unless otherwise terminated pursuant to a provision herein.
2. 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 within in the notice the grounds for the alleged breach.
3. In the event either party desires to cancel the agreement for any reason other than a breach or default of the agreement, the party desiring to cancel the agreement must submit to the other party a thirty-day written notice of termination.
4. 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.
5. The City shall appoint an Animal Control Liaison, hereinafter called Liaison, to coordinate the activities of the Warden. Business Hours for the Warden are Monday – Friday, 8:00 a.m. until 4:00 p.m. Any services after regular business days/hours will be considered an after hour call and emergency. 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 person has been physically injured by a dog, or, when a dog is in critical condition and in immediate need of veterinary care.

6. 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 fourth in paragraph 1 herein, whether or not the Warden is required to catch, transport, or impound an animal.
 - d.) The fees set forth in (a), (b), or (c) are not intended to be cumulative fees, and only one applicable section will be applied.
 - 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 shall remain responsible for any other cost thereof.
 - f.) All invoices for services rendered by the Warden shall be submitted to the City within 90 days of the date of service.
7. 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 will be required according to local and state laws and performed by a veterinary clinic. Warden will maintain all required paperwork.
8. The Warden shall have the authority to impound animals consistent with Section 91.06 of the City Code. It is agreed 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 fees shall be charged to the owner and collected by the Warden pursuant to Chapter 91.07 of the City Code.

9. 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.
10. The Warden shall provide adequate food, water, shelter, care, treatment, and transportation for all animals in the Warden's custody pursuant to this agreement.
11. 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.
12. 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 such to effectuate this agreement and the provisions thereof, which is the responsibility of the Warden and Watson Kennels, LLC.
13. The Warden shall at all times follow the relevant portions of the City Code for animal control found within Chapter 91, Animals.
14. 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.
15. The Warden agrees to defend, indemnify, and hold the City, including its employees and agent, harmless for any and all claims arising out of any injury or damage, including but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result to any person, including the Warden, or any organization because of the performance by the Warden or any employee of the Warden employees, contractors, or other agents, except to the extent that such injury or damage results from the negligence of the City. The Warden shall defend against and shall indemnify and hold the City harmless against any and all suits, claims, demands, losses, or actions made against the City based upon and arising from or incident to the performance of the Warden, including euthanasia. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the State or City codes pursuant to which the Warden acts.
16. The Warden agrees to cooperate with all law enforcement agencies for the enforcement of animal control laws.
17. The agreement set forth is specific to an agreement between the City and the acting Johnson County Animal Control Warden and cannot be assigned, transferred, or conveyed to any other party without the express written agreement of both parties. If at any time Kelli Watson is no longer the acting Johnson County Animal Control Warden, or she were to transfer, sell, or convey any of her business interest in Watson

Kennels, LLC, this agreement shall be terminated immediately, unless otherwise expressly agreed to by the parties.

18. 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. The Warden is required to provide proof of coverage when requested.

APPROVED BY VOTE OF CITY COUNCIL at open meeting on _____ day of January, 2021.

Dated: _____

Dated: _____

Approved:

Approved:

Kelli Watson,
Johnson Co Animal Control Warden
Watson Kennels LLC
4845 Lick Creek Rd, Buncombe, IL 62912

Jon Simmons,
in capacity as Mayor for the City of Vienna

Liason: Chief Jim Miller, # _____.