

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
November 16, 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 November 2, 2022 Meeting Minutes
- Approval of the Warrant
- Approval of the October Treasurer's Report

Motion_____ Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

4. Authorization and Approval of Cooperative Agreement for the Services of Watson Kennels, LLC the acting Johnson County Control Warden, within the City of Vienna. Effective December 1, 2022-November 30, 2023.

Motion_____ Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

5. Authorization and Approval of Resolution 22-11, A Resolution to include compensation paid under an Internal Revenue Code Section 125 Plan as IMRF earnings. (IMRF Form 6.72)

Motion_____Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

6. Review and Approval of proposed 2022 Tax Levy

Motion_____Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

7. Authorization and Approval to set a date/time for Truth in Taxation Public Hearing

Motion_____Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

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

9. **ELECTED/APPOINTED OFFICIALS**

- City Attorney
- Aleatha Wright, City Clerk- Annual Brayden King Baseball Memorial Tournament- June 10-11, 2023
- Shane Racey, City Supt.
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Depot, Alisa Sowers
- Steve Penrod, Mayor

10. **Adjournment:**

POSTED: 11-14-22

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 December 1st 2022 – November 2023

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 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

MAYOR OF VIENNA ILLINOIS.

Signature and Date: _____

LIAISON TO CITY OF VIENNA ILLINOIS/WATSON KENNELS LLC.

Signature and Date: _____



Suggested resolution to include compensation paid under an Internal Revenue Code Section 125 Plan as IMRF earnings

IMRF Form 6.72 (Rev. 08/03)

PLEASE ENTER Employer IMRF I.D. Number
00259

RESOLUTION

Number 22-11

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include compensation paid under an Internal Revenue Code section 125 plan or compensation directed into a premium conversion plan or flexible spending account; and

WHEREAS, an IMRF participating unit of government may elect to include in IMRF earnings compensation paid under an I.R.C. section 125 plan or compensation directed into a premium conversion plan or flexible spending account by action of the governing body; and

WHEREAS, the Vienna City Council of the
BOARD, COUNCIL, etc.

City of Vienna is authorized to include
EMPLOYER NAME

section 125 plan and premium conversion and flexible spending account compensation as earnings reportable to IMRF and it is desirable that it do so.

NOW THEREFORE BE IT RESOLVED that the Vienna City Council of the
BOARD, COUNCIL, etc.

City of Vienna does hereby elect to
EMPLOYER NAME

include as earnings reportable to IMRF compensation paid under an I.R.C. section 125 plan and/or compensation directed into a premium conversion plan or flexible spending account effective since inception.
EFFECTIVE DATE

BE IT FURTHER RESOLVED that the City Clerk, Aleatha Wright is authorized and directed
CLERK OR SECRETARY OF THE BOARD

to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

CERTIFICATION

I, Aleatha Wright, the City Clerk
NAME CLERK OR SECRETARY
of the City of Vienna of the County of Johnson,
EMPLOYER NAME COUNTY
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of

a resolution duly adopted by its City of Vienna City Council at a meeting duly convened
GOVERNING BODY

and held on the 16 day of November, 2022.

SEAL

CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund

Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337 www.imrf.org

Member Services Representatives 800/ASK-IMRF (1-800-275-4673)

City of Vienna, Illinois
Tax Levy History 2020, 2021, and Proposed 2022

Tax Year	Actual	Actual	Proposed
	2020	2021	2022
Equalized Assessed Valuation	10,187,978	10,082,906	10,234,150 *

RATE (per \$ 100)	Max Rate			
General	0.33300	0.33300	0.33300	0.33027
Audit	No Limit	0.26699	0.38581	0.00000
Municipal Retirement	No Limit	0.84414	0.85293	0.85010
Social Security	No Limit	0.00000	0.00000	0.22474
TIF	No Limit	0.00000	0.00000	0.00000
Tort, Liability Insurance	No Limit	0.00000	0.00000	0.29802
Workers Comp Insurance	No Limit	0.00000	0.00000	0.10015
Fire Protection	0.07500	0.07500	0.07500	0.07504
Police Protection	0.07500	0.07500	0.07500	0.07504
Garbage Collection	0.20000	0.20000	0.20000	0.20031
Library	0.15000	0.15000	0.15000	0.15048
Park and Recreation	0.07500	0.09000	0.09000	0.07504
Totals		2.03413	2.16174	2.37919

EXTENSIONS				
General		33,926	33,576	33,800
Audit		27,201	38,901	0
Municipal Retirement		86,001	86,000	87,000
Social Security		0	0	23,000
TIF		0	0	0
Tort, Liability Insurance		0	0	30,500
Workers Comp Insurance		0	0	10,250
Fire Protection		7,641	7,562	7,680
Police Protection		7,641	7,562	7,680
Garbage Collection		20,376	20,166	20,500
Library		15,282	15,124	15,400
Park and Recreation		9,169	9,075	7,680
Totals		207,237	217,966	243,490

Prior year extension/rate	217,966	2.16174
Current year extension/rate	243,490	2.37919
Proposed Levy/rate Increase	25,524	0.21745
Percentage Increase	11.7101%	10.0592%

Estimated cost based on proposed increase:

Property valuation	120,000
Taxable value (1/3)	40,000
Per \$100	400
Rate Change	0.21745
Increase	86.98

* Equalized Assessed Valuation for 2022 has been estimated.