

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
January 5, 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 December 15, 2021 Meeting Minutes
- Approval of the Warrant

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

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

4. Brent Lorenz, Seeking a Class A Liquor License for bar/gaming establishment at the location of 102 North 1<sup>st</sup> Street

5. Phil Morris- Presentation of donation from Steve Durbin, 50/100 mile run director, to City of Vienna

6. Authorization and Approval to amend amount to purchase garage doors from SI Overhead Door, LLC for old city hall building.

Original motion for \$1,998.00 (10/6/21) to \$2,239.34. Increase of \$241.24 (TIF Funds)

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

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

7. Authorization and Approval of Ordinance 22-01, An Ordinance Regulating City Trash Receptacles

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

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

8. Authorization and Approval to increase volunteer Fire Dept call/meeting rates from \$20.00 to \$25.00

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

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

9. Authorization and Approval of Intergovernmental Agreement between the City of Vienna and Johnson County for Depot Coordinator position (Feb 21, 2022 to Dec 17, 2022)

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

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

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

11. **ELECTED/APPOINTED OFFICIALS**

- 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- Pitts/Moore-final draft of Nuisance Ordinance review
- Steve Penrod, Mayor-  
Zoning Board re-appointments with consent of council:
  - Rosemary Hook-term ending, March 2024
  - Xavier Hannan- term ending, June 2024
  - Brian Bailey- term ending, April 2026
  
- New Home Development Program review

12. Kruger Law Firm- Rick Abell, Adam Holder

13. **Executive Session:** Employment 5ILCS 120/0(c)(1)

14. Authorization and Approval to employ Kruger Law Firm as legal counsel for the City of Vienna

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

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

15. **Adjournment:**

POSTED: 01-03-22

BY: 



**618-658-DOOR**

*45 Industrial Dr. Vienna, IL 62995*

Date  
12/14/2021

**INVOICE**

Bill To:  
City of Vienna

Service Address:  
Same as billing

(2) 10 x 8 – 4251 CHI - Overhead Doors, White, Vinyl Door Stop, Torsion Springs	\$2239.24
<b>Total Due:</b>	<b>\$2239.24</b>

Please remit all payments to SI Overhead Door.



ORDINANCE 22 - 01  
CITY OF VIENNA, ILLINOIS

AN ORDINANCE REGULATING CITY TRASH RECEPTACLES

WHEREAS, the Illinois Municipal Code empowers the City of Vienna to make rules and regulations to protect and promote the health, safety and welfare of the City and its residents; and

WHEREAS, the City contracts with a private entity to provide City residents with regularly scheduled trash collection services; and

WHEREAS, the City desires to provide regulations related to trash container usage within City limits and the regulation of such is necessary to ensure the City roads cleared of the containers in a timely manner and stored responsibly.

NOW THEREFORE IT BE SO ORDAINED by the Mayor and City Council of the City of Vienna:

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

Section 2: Vienna residents shall be allowed to place their allocated trash container(s) on the City street adjacent to their residence no earlier than 24 hours prior and removed no later than 24 hours after their scheduled trash collection day. Vienna residents shall store their allocated trash container(s) immediately next to their dwelling or inside a garage, shed, or other such building when they are not out for the scheduled trash collection.

Section 3: Violations of this Ordinance shall be subject to a fine of \$25.00 for each violation, and every day the violation continues shall constitute a separate offense.

Section 4: This Ordinance shall be codified and made a part of Chapter 96 (Streets and Sidewalks) of Title IX (General Regulations) of the City Code.

Section 5: This Ordinance shall take effect immediately upon passage and publication as required by law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to a roll call vote as follows:

AYES : \_\_\_\_\_.

\_\_\_\_\_.

NAYES: \_\_\_\_\_.

\_\_\_\_\_.

ABSENT: \_\_\_\_\_.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Steve Penrod, Mayor

ATTEST:

\_\_\_\_\_  
Aleatha Wright, City Clerk

I, Aleatha Wright, Clerk of the City of Vienna, Johnson County, Illinois, do hereby certify that I am the legal custodian of the records and ordinances of said City of Vienna; that the foregoing is a true and complete copy of Ordinance \_\_\_\_ of said City of Vienna, being an Ordinance Regulating City Trash Receptacles, was fully passed and approved by the City Council of said City of Vienna at a meeting held on \_\_\_\_\_, 20\_\_; that the same was approved and signed by Steve Penrod, Mayor of the City of Vienna and that said Ordinance shall become effective after its passage and publication; all as appears from the records and file of said office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Vienna, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Aleatha Wright, Clerk for the City of Vienna

## 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;

FURHTER 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 21, 2022 and shall cease his duties for the year by December 17, 2022.
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, 2022 and shall cease the week of December 17, 2022.
3. This agreement shall cease on December 17, 2022. Either party may cancel or terminate this agreement prior to December 17, 2022 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 \_\_\_\_\_, 2022.

CITY OF VIENNA, ILLINOIS  
An Illinois Municipal Cooperation

BY: \_\_\_\_\_  
Steve Penrod, Mayor

ATTEST:

\_\_\_\_\_  
Aleatha Wright, City Clerk

JOHNSON COUNTY COMMISSIONERS:

VIENNA CITY COUNCIL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_