

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
May 3, 2023
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 April 19, 2023 Meeting Minutes
- Approval of the Warrant

Motion_____ Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

4. Swearing in ceremony of the following newly elected officials by Mayor Penrod for term 2023-2027:

Alderman Ward 1- Melissa Hill
Alderman Ward 2- Tim Elliott
Alderman Ward 3- Angela Moore

#5-6, Resolutions for permit requests/ 146 East Project:

5. Approval and Authorization of Resolution 23-04, A Resolution to construct, occupy, and maintain a 4-inch Force Main Sewer, an 8-inch Gravity Sewer Main and three manholes along and under IL 146 for Project 78524 water main and services along and under IL 146 for Project 78524

Motion_____ Seconded_____

Hill_____ Moore_____ Owen_____ Pitts_____ Racey_____ Tuey_____

6. Approval and Authorization of Resolution 23-05, A Resolution to construct, occupy, and maintain an 8-inch water main and services along and under IL 146 for Project 78524

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

7. Approval and Authorization of an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the City of Vienna

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

8. Approval and Authorization to purchase Four, 2015 Dodge Charger Police Sedans from the Illinois State Toll Highway Authority.
Cost excludes tax, title and license- \$21,200.00 (General Funds)

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

9. Approval and Authorization of quote for installment of radio equipment for dodge charger police sedans- Novacom-\$ 2,197.98, Code 3 V-Con Full Feature Siren, Galls- \$445.07
Total- \$2,643.05 (General Funds)

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

10. Amendment to 09-07-22 agenda item #10:

Approval and Authorization for the water portion of 146 East project to be excluded from motion made 09-07-22 and to be funded by the city's General Fund and reimbursed by Rural Development grant funds.

Motion _____ **Seconded** _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

11. Approval and Authorization to purchase additional playground surfacing for the installation of Brayden King Memorial playground equipment- \$2,500.00

Motion _____ Seconded _____

Hill _____ Moore _____ Owen _____ Pitts _____ Racey _____ Tuey _____

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

13. **ELECTED/APPOINTED OFFICIALS**

- City Attorney
- Aleatha Wright, City Clerk
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

14. **Adjournment:**

POSTED: 05-01-23

BY: 

#23-04
SEWER RESOLUTION

WHEREAS, The Board of Commissioners of the City of Vienna, located in the County of Johnson, State of Illinois, wish to construct, occupy, and maintain a 4-inch Force Main Sewer, an 8-inch Gravity Sewer Main and three manholes along and under IL 146 for Project 78524, which by law comes under the jurisdiction and control of the Department of Transportation of the State of Illinois: and

WHEREAS, A permit from said Department is required before said work can be legally undertaken by said City of Vienna; now

THEREFORE, Be it resolved by the Board of Commissioners of the City of Vienna, County of Johnson, and State of Illinois;

FIRST: That we do hereby request from the Department of Transportation, State of Illinois, a permit authorizing the City of Vienna to proceed with the work herein described.

SECOND: That we hereby pledge the good faith of the City of Vienna and guarantee that all work shall be performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the State of Illinois and to hold the State of Illinois, Department of Transportation, harmless on account of any damages that may occur to persons or property during the prosecution of such work, and assume all liability for damages to persons or property, due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

THIRD: That we hereby state that the proposed work is not to be performed by the employees of the City of Vienna.

FOURTH: That the proper officers of the City of Vienna are hereby instructed and authorized to sign said permit in behalf of the City of Vienna.

I, _____, hereby certify the above to be a true copy of the resolution passed by the _____ City of Vienna _____, County of Johnson, State of Illinois.

Dated this 3rd day of May, A.D. 2023.

(CORPORATE SEAL)

#23-05

WATER RESOLUTION

WHEREAS, The Board of Commissioners of the City of Vienna, located in the County of Johnson, State of Illinois, wish to construct, occupy, and maintain an 8-inch water main and services along and under IL 146 for Project 78524, which by law comes under the jurisdiction and control of the Department of Transportation of the State of Illinois; and

WHEREAS, A permit from said Department is required before said work can be legally undertaken by said City of Vienna; now

THEREFORE, Be it resolved by the Board of Commissioners of the City of Vienna, County of Johnson, and State of Illinois;

FIRST: That we do hereby request from the Department of Transportation, State of Illinois, a permit authorizing the City of Vienna to proceed with the work herein described.

SECOND: That we hereby pledge the good faith of the City of Vienna and guarantee that all work shall be performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the State of Illinois and to hold the State of Illinois, Department of Transportation, harmless on account of any damages that may occur to persons or property during the prosecution of such work, and assume all liability for damages to persons or property, due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

THIRD: That we hereby state that the proposed work is not to be performed by the employees of the City of Vienna.

FOURTH: That the proper officers of the City of Vienna are hereby instructed and authorized to sign said permit in behalf of the City of Vienna.

I, _____, hereby certify the above to be a true copy of the resolution passed by the _____ City of Vienna _____, County of Johnson, State of Illinois.

Dated this 3rd day of May, A.D. 2023.

(CORPORATE SEAL)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE CITY OF VIENNA**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is made by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (“TOLLWAY”) and the CITY OF VIENNA (“CITY”). The TOLLWAY and the CITY may also be referred to individually as “PARTY” and collectively as “PARTIES.”

RECITALS

WHEREAS, the TOLLWAY owns, operates, maintains, constructs and regulates a system of toll highways within the State of Illinois;

WHEREAS, pursuant to an Intergovernmental Agreement between the TOLLWAY and the Illinois State Police (“ISP”), the TOLLWAY procures and provides ISP with necessary police vehicles, which ISP uses to patrol and police TOLLWAY toll roads;

WHEREAS, a number of said police vehicles, which are specifically identified in attached Exhibit A (“Vehicles”), have been retired;

WHEREAS, the CITY is interested in purchasing the Vehicles from the TOLLWAY;

WHEREAS, the TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the CITY, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate, and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, in consideration of the promises, covenants and terms and conditions herein set forth in this AGREEMENT, the PARTIES agree as follows:

1. **Incorporation of Recitals**. The PARTIES agreed on the above Recitals and incorporate them into this AGREEMENT as if fully restated herein.
2. **Agreement**. The PARTIES agree to the following terms:

- A. The TOLLWAY agrees to sell each Vehicle identified on Exhibit A to the CITY, and the CITY agrees to purchase each Vehicle from the TOLLWAY for \$5,300.00, for a total of \$21,200.00, payable in a lump sum within thirty (30) days of the CITY's receipt of an invoice from the TOLLWAY.
- B. The CITY is acquiring the Vehicle in "AS-IS" condition, with all faults. Notwithstanding the foregoing, the CITY may request that the Vehicles undergo a safety inspection by the TOLLWAY, which shall include inspection of the vehicle chassis, brake lines, brake components and tires. The CITY shall pay all TOLLWAY costs and expenses associated with such inspections within thirty (30) days of being invoiced for the same.
- C. The PARTIES understand and agree that the TOLLWAY has not and will not make any warranty or representation, express or implied or statutory, oral or written, including without limitation, any warranties or representations concerning title, fitness for a particular purpose, suitability, merchantability, quality of work, safety, or structural integrity, concerning the Vehicles or any TOLLWAY inspection of any Vehicle performed pursuant to above-subsection 2.B, and the CITY, for itself, its successors and assigns, hereby waives and releases the TOLLWAY, its directors, officer, employees, agents and any other person acting on the TOLLWAY's behalf, from any and all claims relating to or arising from the Vehicles or the TOLLWAY's inspection of any Vehicle.
- D. The CITY shall accept conveyance of the Vehicles "WHERE-IS" and shall coordinate with the TOLLWAY's Senior Manager of Fleet Assets, (bthomas@getipass.com) or his designee to arrange pick-up of the Vehicles at 3460 Finley Road, Downers Grove, Illinois 60515.
- E. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, or mailed via certified mail, overnight mail delivery, or electronic mail delivery, to the following persons, or their designee(s) at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

Attn: Senior Manager of Fleet Services
bthomas@getipass.com

To the CITY:

The City of Vienna
205 N. 4th Street
Vienna, Illinois 62995
Attn: Jim Miller
policedept@cityofviennail.net

3. **Term.**

- A. The term of this AGREEMENT shall begin on the date of the last signature of the PARTIES to this AGREEMENT and shall continue for one year. During the term of this AGREEMENT, the AGREEMENT may be amended or modified only by mutual agreement of the PARTIES, and it may only be terminated as provided in subsection 3.B of this AGREEMENT.
- B. At any time during the term of this AGREEMENT, either PARTY, with or without cause, may elect to terminate the AGREEMENT upon thirty (30) calendar days written notice to the other PARTY.

4. **General Provisions.**

- A. **Governing Law.** This AGREEMENT shall be construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. In the event of litigation, venue and jurisdiction shall lie, exclusively, in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- B. **Dispute Resolution.** Obligations and duties set forth in this AGREEMENT shall be performed in compliance with all applicable state and federal laws. Any disputes concerning the terms and conditions of this AGREEMENT shall be resolved by the Mayor of the CITY and the Chief Executive Officer or the Executive Director of the TOLLWAY. In the event the PARTIES are unable to resolve a dispute informally, the PARTIES may seek any available legal remedies.
- C. **Modification.** This AGREEMENT may not be altered, modified, or amended except by a written instrument that is signed by both PARTIES; provided, however, the PARTIES agree that (1) provisions required to be inserted in this AGREEMENT by laws, ordinances, rules, or regulations are deemed to be (or have been) inserted

whether or not they appear in this AGREEMENT, and (2) in no event will the failure to explicitly insert such provisions prevent enforcement of this AGREEMENT.

- D. Partial Waiver of Claims. Each PARTY agrees to waive all claims against the other PARTY for any loss, damage, personal injury, or death occurring in consequence of the performance of this AGREEMENT; provided, however, that such claim is not the result of gross negligence or willful misconduct by a PARTY or its personnel. Each PARTY expressly reserve the right to bring an action to enforce this AGREEMENT.
- E. Force Majeure. Neither the TOLLWAY nor the CITY shall be liable for failing to fulfill any obligation or duty on its part under this AGREEMENT to the extent any such failure (1) is caused by an event beyond such PARTY's control, and (2) is not caused by such PARTY's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods epidemics or riots.
- F. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations and commitments between the TOLLWAY and the CITY with respect to the subject matter hereof.
- G. No Joint Venture. This AGREEMENT shall in no event be construed in such a way that either the TOLLWAY or the CITY constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. Neither PARTY shall have the authority to enter into any agreement, or to assume any liability, on behalf of the other PARTY, nor to bind or commit the other PARTY in any manner, except as expressly provided herein.
- H. Waiver. No term or provision of this AGREEMENT shall be deemed waived, unless such waiver is set forth in a writing signed by the PARTY claimed to have waived the provision. No breach or default shall be deemed excused unless such breach or default is set forth in a writing signed by the PARTY claimed to have excused the breach or default. No consent by any PARTY to a waiver, and no PARTY's excuse of any breach or default, shall constitute consent to, waiver of, or excuse of, any different or subsequent breach or default by or on the part of any PARTY.
- I. Governmental Immunity. Notwithstanding anything to the contrary set forth in this

AGREEMENT, neither the TOLLWAY nor the CITY has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this AGREEMENT or performance hereunder.

- J. Interpretation. Whenever the singular is used herein, the masculine, feminine and neutral gender shall be deemed to include the others. Any reference to the TOLLWAY includes the TOLLWAY's directors, officers, executives, employees, agents, representatives and contractors. Any reference to the CITY includes the CITY's elected officials, employees, agents, and representatives. The headings of articles, sections, subsections, and paragraphs in this AGREEMENT are included for convenience only and shall not be considered by either PARTY in construing the meaning of this AGREEMENT. If any provision or clause of this AGREEMENT shall be held to be invalid, such provision or clause shall be deleted from the AGREEMENT, and the AGREEMENT shall be construed to give effect to the remaining portions thereof.
- K. Counterparts. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- L. Record Keeping. The PARTIES agree to maintain books and records relating to the performance of this AGREEMENT necessary to support the transaction(s) identified in this AGREEMENT a minimum of five (5) years from the last action of the AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make books and records within their custody or control available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, internal Tollway auditors and other Tollway representatives, State of Illinois internal auditors or other governmental entities with monitoring authority,

upon reasonable notice and during normal business hours.

M. Investigation Cooperation. The CITY recognizes that, pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the Illinois Tollway Inspector General (“IG”) has the authority to investigate certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The CITY will fully cooperate in any IG investigation or review and shall not bill the TOLLWAY for time related to its cooperation. Cooperation includes (1) providing access to all information and documentation related to the performance of this AGREEMENT, and (2) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this AGREEMENT is hereby executed on behalf of the PARTIES through their authorized representative as set forth below.

THE ILLINOIS STATE TOLL

THE CITY OF VIENNA

HIGHWAY AUTHORITY

By: _____
Cassandra Rouse, Executive Director
Illinois State Toll Highway Authority

By: _____
Steve Penrod, Mayor
City of Vienna

Date: _____

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

NOVACOM

100 S. 13TH STREET
HERRIN, IL 62948
OFFICE: (618) 988-1661
FAX: (618) 942-5354

PRICE QUOTATION

DATE April 25, 2023 ATTN: Chief Jim Miller
NAME Vienna Police Department
ADDRESS 113 1/2 N 5th St
CITY Vienna STATE IL ZIP 62995
PHONE _____ EMAIL policedept@cityofviennail.net

ITEM #	QTY.	DESCRIPTION		TOTAL
Labor	4	Install mobile radios into two vehicles(2hrs per vehicle)	\$ 95.00	\$ 380.00
Parts	2	CM300D Digital Mobile Radio w/Mic, 45W, 2yr warranty	\$ 675.00	\$ 1,350.00
Parts	2	MLS200 External Speaker	\$ 79.00	\$ 158.00
Parts	2	#Accessory Plug	\$ 14.99	\$ 29.98
Parts	2	Console Faceplate	\$ 39.00	\$ 78.00
Parts	2	1/2W Antenna	\$ 52.00	\$ 104.00
Parts	2	Coax Kit	\$ 29.00	\$ 58.00
Parts	2	Misc connectors, etc	\$ 20.00	\$ 40.00

TERMS: Net 30 days
Other _____

Proposal valid: 90 days

Total Equipment Cost..... \$ 1,817.98
Labor, Installation and Test..... \$ 380.00
Tax at..... 8.75% **Exempt**
Total Purchase..... \$ 2,197.98

Prepared By: Denise Coffman Title: Executive Admin Date: 4/25/2023
Accepted By: _____ Title: _____ Date: _____

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