

**CITY OF VIENNA**  
**CITY COUNCIL MEETING**  
**VIENNA CITY HALL**  
**205 North 4th St**  
**January 17, 2018**  
**6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

3. Omnibus Consent Agenda

- Approval of the January 3, 2018 Minutes
- Approval of the Warrant
- December 2017 Treasurer Report

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

**NEW BUSINESS**

4. Authorization and Approval to Amend an original motion (09-20-17) for upgrades to city park restrooms an additional \$740.00(TIF Funds).

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

5. Authorization and Approval of Collective Bargaining Agreement between the City of Vienna, IL Public Works Dept and Laborers' International Union of North America and Laborers' Local 773. Duration: November 1, 2017 - October 31, 2019

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

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Authorization and Approval of Intergovernmental Agreement between the City of Vienna and Johnson County (Feb 1, 2018 to Dec 15, 2018) for Depot Coordinator position.

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

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

**PUBLIC COMMENT/ADDITION TO THE AGENDA**


7. **City Elected and Appointed Officials:**

- Jon Simmons, Mayor
- Aleatha Wright, Clerk
- Josh Stratemeyer, City Attorney
- Shane Racey, City Superintendent
- Michelle Meyer, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Phil Morris, Depot
- Margaret Mathis, City Librarian

8. **Executive Session:** : Collective Bargaining Negotiations between the City of Vienna and Local Union 50 as per 5ILCS 120/02(c)(2).

9. **Adjournment:**

POSTED: 01-12-18

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;

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 1, 2018 and shall cease his duties for the year by December 15, 2018.
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 February 1, 2018 and shall cease the week of December 15, 2018.
3. This agreement shall cease on December 15, 2018. Either party may cancel or terminate this agreement prior to December 15, 2018 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 \_\_\_\_\_, 2018.

CITY OF VIENNA, ILLINOIS  
An Illinois Municipal Cooperation

BY: \_\_\_\_\_  
Jon Simmons, Mayor

ATTEST:

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

JOHNSON COUNTY COMMISSIONERS:

VIENNA CITY COUNCIL:

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

Ayes: \_\_\_\_\_  
Nayes: \_\_\_\_\_  
Absent: \_\_\_\_\_