

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
January 17, 2024
6:30 P.M.
AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the January 3, 2024 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report- Dec, 2023

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

4. Approval of Change Order #3, for Rt 146 Watermain Relocation Project #22042
Increase of \$63,507.36

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

5. Authorization and Approval of Pay Estimate #5 for Rt 146- Watermain Relocation Project
#22042 for \$91,579.01 (General Funds)

Motion_____ **Seconded**_____

Hill_____ Moore_____ Elliott_____ Pitts_____ Racey_____ Tuey_____

6. Authorization and Approval to use TIF Funds for costs exceeding the original contract amount of \$540,403.00 for the 146 East Watermain Relocation Project

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

7. Greg McLaughlin, IDOT-

Authorization and Approval of Illinois Rt 146- Old 146 Loop- US 45 IDOT Agreement No. JN9-24-001

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

8. Authorization and Approval of an Intergovernmental Cooperative Agreement between the City of Vienna and Johnson County for Depot Coordinator Services

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____

9. Authorization and Approval to increase volunteer Fire Dept call/meeting rates from \$25.00 to \$30.00 for the 2024 year.

Motion _____ **Seconded** _____

Hill _____ Moore _____ Elliott _____ Pitts _____ Racey _____ Tuey _____


10. Wholesale water supply from Millstone Water District-Final council decision
-Mayor Penrod

11. PUBLIC COMMENT/ADDITION TO THE AGENDA

12. ELECTED/APPOINTED OFFICIALS

- City Attorney
- Aleatha Wright, City Clerk
- Shane Racey, City Supt
- Michelle Meyers, Treasurer- Report of funds rolled into certificate of deposit from money market account at Banterra bank
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

13. **Adjournment:**

POSTED: 01-12-24 BY: 

CHANGE ORDER NO.: 3

Owner:
City of Vienna
 Engineer: **Horner & Shifrin Inc**

Owner's Project No.:
 Engineer's Project No.: **22042**
 Contractor's Project
 No.:

Contractor:
 Project: **Illinois Route 146**
Watermain Relocation
 Contract Name:

Date Issued: 1/17/24

Effective Date of Change:
 1/17/24 Order:

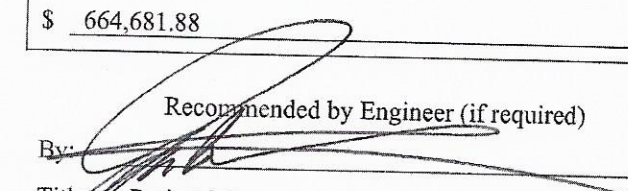
The Contract is modified as follows upon execution of this Change Order: #3

Description: Additional Work and Material for - 20 L.F. of 8" Yelomine SDR 21 CL 200 Inside Casing for \$880.00, 291.14 TON of CA-6 Aggregate for \$6,987.36, 260 L.F. of 16" Yelomine SDR 26 Hwy Casing for \$55,640.00

Attachments:

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>540,403.00</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
[Increase] from previously approved Change Orders No. 1 to No. 2		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ <u>60,771.52</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>601,174.52</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>63,507.36</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>664,681.88</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>

Recommended by Engineer (if required)

By: 

Title: Project Manager

Date: 1/10/2024

Authorized by Owner

Mayor, City of Vienna

1/17/202

Authorized by Owner

By: _____

Title: S&W Line Contracting

Date: 1/10/2024

Approved by Funding Agency (if applicable)

**City of Vienna
Rte. 146 - Water Relocation
Horner Shiffrin, Inc**

Contractor: **S&W Line Contracting**
405 Cypress Ln
Vienna, IL 62995

Project #: 22042

Pay Estimate #5
Pay Period 11/30/2023 to 12/31/2023

Item#	Description	Units	Unit Cost	Original Contract		Change Order # 1		Change Order # 2		Change Order # 3		Adjusted Contract		This Estimate		To Date		Perc Comp	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
1	4" PVC SDR 21 Watermain CL 200	LF	\$ 60.00	100	\$ 6,000.00														
2	6" PVC SDR 21 Watermain CL 200	LF	\$ 46.00	530	\$ 24,380.00	60.00	\$ 2,760.00					100.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -		
3	8" PVC SDR 21 Watermain CL 200	LF	\$ 48.00	2,910	\$ 139,680.00							590.00	\$ 27,140.00	106.00	\$ 4,876.00	349.00	\$ 16,054.00		
4	4" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 49.00	120	\$ 5,880.00							2,910.00	\$ 139,680.00	470.00	\$ 22,560.00	2330.00	\$ 111,840.00		
5	6" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 57.00	120	\$ 6,840.00							120.00	\$ 6,840.00	0.00	\$ -	0.00	\$ -		
6	8" Yelomine SDR 21 CL 200 Directional Bored	LF	\$ 62.00	120	\$ 7,440.00							120.00	\$ 7,440.00	0.00	\$ -	0.00	\$ -		
7	8" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 168.00	80	\$ 13,440.00			70.00	\$ 4,340.00			190.00	\$ 11,780.00	0.00	\$ -	60.00	\$ 3,420.00		
8	14" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 193.00	260	\$ 50,180.00							80.00	\$ 13,440.00	0.00	\$ -	190.00	\$ 11,780.00		
9	4" Yelomine SDR 21 CL 200 Inside Casing	LF	\$ 26.00	100	\$ 2,600.00	(260.00)	\$ (50,180.00)							0.00	\$ -	0.00	\$ -		
10	8" Yelomine SDR 21 CL 200 Inside Casing	LF	\$ 44.00	320	\$ 14,080.00							100.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -		
11	4" Gate Valve With Box	EA	\$ 3,353.00	2	\$ 6,706.00					20.00	\$ 880.00	340.00	\$ 14,960.00	100.00	\$ 4,400.00	340.00	\$ 14,960.00		
12	6" Gate Valve With Box	EA	\$ 2,615.00	1	\$ 2,615.00							2.00	\$ 6,706.00	0.00	\$ -	0.00	\$ -		
13	8" Gate Valve With Box	EA	\$ 2,181.00	2	\$ 4,362.00							1.00	\$ 2,615.00	0.00	\$ -	0.00	\$ -		
14	4" x 4" Interconnect	EA	\$ 5,211.00	1	\$ 5,211.00							2.00	\$ 4,362.00	1.00	\$ 2,181.00	2.00	\$ 4,362.00		
15	6" x 6" Interconnect	EA	\$ 6,422.00	2	\$ 12,844.00							1.00	\$ 5,211.00	0.00	\$ -	0.00	\$ -		
16	8" x 8" Interconnect	EA	\$ 7,370.00	2	\$ 14,740.00							2.00	\$ 12,844.00	0.00	\$ -	2.00	\$ 12,844.00		
17	Fire Hydrant w/ Auxiliary Valve	EA	\$ 7,882.00	7	\$ 55,174.00							2.00	\$ 14,740.00	1.00	\$ 7,370.00	1.00	\$ 7,370.00		
18	Remove Existing Hydrants	EA	\$ 350.00	7	\$ 2,450.00							7.00	\$ 55,174.00	2.00	\$ 15,764.00	6.00	\$ 47,292.00		
19	New Service Connection	EA	\$ 1,908.00	22	\$ 41,976.00							7.00	\$ 2,450.00	0.00	\$ -	0.00	\$ -		
20	Water- Line Service Reconnection	EA	\$ 1,282.00	16	\$ 20,512.00							22.00	\$ 41,976.00	0.00	\$ -	0.00	\$ -		
21	3/4" Service Line Trenches	LF	\$ 10.00	75	\$ 750.00							16.00	\$ 20,512.00	0.00	\$ -	0.00	\$ -		
22	3/4" Service Line Bored	LF	\$ 17.00	2140	\$ 36,380.00							75.00	\$ 750.00	0.00	\$ -	0.00	\$ -		
23	CA-6 Aggregate	TON	\$ 24.00	294	\$ 7,056.00							2,140.00	\$ 36,380.00	0.00	\$ -	0.00	\$ -		
24	Locator Wire	LF	\$ 0.50	3960	\$ 1,980.00			155.48	\$ 3,731.52		291.14	\$ 6,987.36	740.62	\$ 17,774.88	291.14	\$ 6,987.36	740.62	\$ 17,774.88	
25	Reclamation	LF	\$ 6.00	3960	\$ 23,760.00	60.00	\$ 360.00					4,020.00	\$ 2,010.00	636.00	\$ 318.00	3229.00	\$ 1,614.50		
26	Watermain Piping	LF	\$ 0.50	3960	\$ 1,980.00	60.00	\$ 300.00					4,020.00	\$ 2,010.00	2290.00	\$ 1,145.00	2290.00	\$ 1,145.00		
27	PVC Casing Water/Sewer Separation	LF	\$ 52.00	100	\$ 5,200.00							100.00	\$ 5,200.00	20.00	\$ 1,040.00	20.00	\$ 1,040.00		
28	Cut, Cap & Block Existing Watermain	EA	\$ 1,241.00	7	\$ 8,687.00							7.00	\$ 8,687.00	0.00	\$ -	0.00	\$ -		
29	Connect Existing to Proposed Watermain	EA	\$ 2,500.00	3	\$ 7,500.00							3.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -		
30	Rock Excavation	CY	\$ 200.00	50	\$ 10,000.00							50.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -		
*31	12" Steel Casing Bored		\$ 248.00		\$ -	100.00	\$ 24,800.00					100.00	\$ 24,800.00	0.00	\$ -	0.00	\$ -		
*32	16" Yelomine SDR 26 CL 160 Hwy Casing	LF	\$ 214.00		\$ -	260.00	\$ 55,640.00	90.00	\$ 19,260.00	260.00	\$ 55,640.00	610.00	\$ 130,540.00	260.00	\$ 55,640.00	610.00	\$ 130,540.00		
	Stored Materials	LS	\$ 1.00		\$ -		\$ -					0.00	\$ -	0.00	\$ -	0.00	\$ -		
				TOTAL	\$ 540,403.00		\$ 33,440.00		\$ 27,331.52		\$ 63,507.36		\$ 664,681.88		\$ (25,882.40)	95643.50	\$ 95,643.50		\$ 477,679.88

* Denotes Item added thru Change Order

PROJECT

Original Contract Amount:	\$ 540,403.00
Change Order #1 Dollar Change	\$ 33,440.00
Change Order #2 Dollar Change	\$ 27,331.52
Change Order #3 Dollar Change	\$ 63,507.36
Current Contract Amount:	\$ 664,681.88
Total Complete and Stored to Date Retainage	\$ 477,679.88
Work completed to date:	\$ 382,036.38 x 5% = \$ 19,101.82
Stored Material to date:	\$ 95,643.50 x 5% = \$ 4,782.18
Total Amount Retainage	\$ 23,884.00
Amount Eligible to Date:	\$ 453,795.88
Less Previous Payments:	\$ 362,216.87
Amount due this pay estimate:	\$ 91,579.01

% Work complete: 57.48%
Balance to Finish, Plus Retainage \$ 187,002.00

Approved By:

Contractor:

Engineer:

Owner:

[Signature]
Joshua S. Kilgore
S&W Line Contracting

Haley Ing, Horner Shiffrin Inc, Project Engineer

Steve Penrod, City of Vienna Mayor

FAP 885 (Illinois Route 146)
Section 107RS-6
Johnson County
Job No. C-99-017-24
Agreement No. JN9-24-001
Contract No. 78A25

AGREEMENT
Illinois Route 146 – Old 146 loop to US 45

This agreement, entered into this _____ day of _____, AD 2024, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of Vienna, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAP 885 (Illinois Route 146) in the CITY, by constructing the improvement beginning just east of the Vienna Square and proceeding westerly approximately 2.6 miles to just west of the Illinois Route 127 in the City of Vienna, known as State Section 107RS-6 as follows:

- A. Performing class C patching, Mill and Remove up to 3 inches of the existing pavement surface and replace with 1.5 inches HMA Binder course and 1.5 inches of HMA Surface Course, and place pavement markings on Illinois Route 146.
- B. Mill and Remove up to 3 inches of the existing parking pavement surface and replace with 1.5 inches HMA Binder course and 1.5 inches of HMA Surface Course of the parking lanes adjacent to Illinois 146 from Seventh Street to US Route 45.

and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare the plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications, and contract.

2. The STATE agrees to pay all the construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. The STATE agrees to maintain or cause to be maintained FAP 885 (Illinois Route 146) which is understood to include the through lanes and the left and right turn lanes.
4. Upon completion of the improvement the CITY agrees to maintain or cause to be maintained at its own cost and expense the improved portions of the parking lanes adjacent to the through lanes of FAP 885 (Illinois Route 146), from 7th Street to US 45 (Station 11+00 to 27+00), beginning at the edge of pavement of FAP 885 (Illinois Route 146); the City further agrees to maintain the curbs and gutter flags, sidewalks, manholes, catch basins, storm sewers, utilities and appurtenances located within the CITY Corporate Limits which are not to be maintained by the STATE as outlined above.
5. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>STATE/FED</u>		<u>CITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All construction costs excluding the following:	545,000	100	0	0	545,000
Parking Lanes	44,000	80	11,000	20	55,000
SUBTOTAL	589,000		11,000		600,000
P & C Engineering (15%)	<u>88,350</u>		<u>1,650</u>		<u>90,000</u>
TOTAL	677,350		12,650		690,000

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. The CITY's total cost shall be determined by multiplying the final quantities time's contract unit prices plus 15% for construction and preliminary engineering.

6. The CITY has adopted a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "EXHIBIT A" and made a part hereof.
7. The CITY shall exercise its franchise rights to cause private utilities to be relocated and/or adjusted if required, at no expense to the STATE.
8. The CITY agrees to cause its utilities located within the limits of the proposed project to be relocated and/or adjusted if required, at no expense to the STATE.

9. Upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this agreement and will pay to the STATE the remainder of the obligation in a lump sum upon completion of the project based upon final costs.
10. The CITY has reviewed and approved the detailed construction plans for the work to be performed and by execution of this agreement gives witness to its approval of the plans and specifications as prepared.
11. This AGREEMENT shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
12. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF VIENNA

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor, City of Vienna

By: _____
Regional Engineer

_____, 2024

_____, 2024

C-99-017-24
Contract 78A25

EXHIBIT A

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;

FURTHER 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 duties on March 6, 2024 and shall cease duties for the year by December 14, 2024.
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 March, 2024 and shall cease after the week of December 14, 2024.
3. This agreement shall cease December 31, 2024. Either party may cancel or terminate this agreement prior to December 31, 2024 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, and to assist with city event planning.
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 _____, 2024.

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: _____