

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th St
March 3, 2021
6:30 P.M.**

AGENDA

1. Mayor Owen Calls Meeting to Order.

2. Roll Call:

Hill_____ Penrod_____ Owen_____ Racey_____ Tuey_____ Evans_____

NEW BUSINESS

3. Omnibus Consent Agenda

- Approval of the February 17, 2020 Meeting Minutes
- Approval of the Warrant

Motion_____ Seconded_____

Hill_____ Penrod_____ Owen_____ Racey_____ Tuey_____ Evans_____

4. -Larry Mizell, Jo Co 2000- Request to Comment
Authorization and Approval of Recommendation of Zoning Board per 2-22-21 meeting
Application submitted by Monty Kerley to open a business for processing and sales of
agriculture commodities at the location of 200 Commercial Drive.
(Approve/Disapprove)

Motion_____ Seconded_____

Hill_____ Penrod_____ Owen_____ Racey_____ Tuey_____ Evans_____

5. Authorization and Approval of Recommendation of Zoning Board per 2-22-21 meeting:
Review of 2021 Zoning Map
(Approve/Disapprove)

Motion _____ **Seconded** _____

Hill _____ Penrod _____ Owen _____ Racey _____ Tuey _____ Evans _____

6. Authorization and Approval of Ordinance 21-02, An Ordinance Approving the 2021 Zoning Map for the City of Vienna

Motion _____ **Seconded** _____

Hill _____ Penrod _____ Owen _____ Racey _____ Tuey _____ Evans _____

7. Authorization and Approval of Agreement between the City of Vienna and Starfire Corporation for Fourth of July fireworks display for 07-04-21.

Motion _____ **Seconded** _____

Hill _____ Penrod _____ Owen _____ Racey _____ Tuey _____ Evans _____

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

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

- Richard Owen, Mayor
- Melissa Presser, City Attorney
- Aleatha Wright, City Clerk- JCYL letter to council- soccer/football field development
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council

10. **Adjournment:**

POSTED: 03-01-21

BY: *A Wright*

MINUTES OF THE VIENNA CITY ZONING BOARD

Monday, February 22, 2021

The meeting was called to order at 6:30 p.m. by Chairman Tim Elliott. Members present were Tim Elliott, Rosemary Hook, Brian Bailey, Ruby Moore and Jeannie Housewright. Henry Hannan was absent. Guests present were Monty Kerley, Emily Kerley, and Larry Mizell.

The purpose of the meeting was to discuss an application submitted by Monty Kerley to address the board of his interest in opening a business for processing and sales of agriculture commodities at the location of 200 Commercial Drive.

Larry Mizell, who was representing Johnson County 2000, explained that the building located at 200 Commercial Drive had been vacated at the beginning of the year. He wanted to express his confidence in Mr. Kerley and his proposed endeavor.

Monty Kerley elaborated on the plans for the proposed processing and sales of agriculture commodities. Retail and online meat sales would be out of this location with no slaughtering on premises. Miscellaneous items related to meat sales like rubs would be available; also interested in offering a small variety of bottles of local wines for sale. Also being considered is the sale of deli meats and cheese. Future plans include offering meals with beer and wine being served with the meal.

Motion to recommend the approval of the application submitted by Monty Kerley to open a business for processing and sales of agriculture commodities at 200 Commercial Drive including the future possibility of opening a restaurant that would include beer and wine service with meals as well as the possible sale of local wines by the bottle, all of which would be required to meet with existing ordinances for parking and governmental regulations, was made by Brian Bailey, seconded by Rosemary Hook. Motion approved unanimously.

As required by statute 65ILCS5/11-13-19 changes to the city zoning map made in 2020 were approved on a motion made by Ruby Moore, seconded by Rosemary Hook. Motion approved unanimously. The only changes made in 2020 were the following: 1004 and 1006 West Vine from R-2 to C-1 for overflow of inventory and employee parking for C&K.

Motion to adjourn was made by Brian Bailey, seconded by Ruby Moore. Motion approved unanimously.

ORDINANCE NO. 21-02

THE CITY OF VIENNA, ILLINOIS

**AN ORDINANCE APPROVING THE 2021 ZONING DISTRICT MAP FOR THE CITY
OF VIENNA, ILLINOIS**

WHEREAS, (65 ILCS 5/11-13-19) requires municipalities to publish an official zoning map by March 31 of each year; and

WHEREAS, attached as **Exhibit A** is the Zoning District Map that was accurate as of February 22, 2021, as approved and recommended by the Zoning Board of Appeals and after notice and public hearing before said Board on February 22, 2021; and,

WHEREAS, the Mayor and the City Council of the City of Vienna, Illinois wishes to adopt the Zoning District Map in **Exhibit A** as it's official zoning map

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Vienna as follows:

Section 1. Recitals. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Adoption of Zoning District Map. The Zoning District Map attached hereto as Exhibit A is hereby adopted as the official zoning map for the City of Vienna, Illinois.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provision of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the City of Vienna, Illinois prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

So Ordained this 3rd day of March, 2021, at City of Vienna, Johnson County, Illinois

Pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by the City Council of the City of Vienna, Illinois this 3rd day of March, 2021.

Mayor, Richard Owen

ATTEST:

City Clerk, Aleatha Wright

STATE OF ILLINOIS)

) SS.

COUNTY OF JOHNSON)

CERTIFICATE

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 the City of Vienna, Illinois.

I, further certify that the foregoing is a true and complete copy of **Ordinance 21-02** of said City of Vienna, being an Ordinance Approving the 2021 Zoning District Map for the City of Vienna, Illinois fully passed and approved by the City Council of said City of Vienna at a meeting held on March 3, 2021; That said Ordinance shall become effective after its passage, approval, and publication, as Required by law.

Copies of such Ordinance were posted in the City Hall building and city website, www.cityofviennail.net commencing on March 4, 2021 and also available for public inspection upon request in the Office of the Municipal Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

Corporate seal of said City of Vienna this 3rd day of March, 2021. Aleatha Wright, Clerk

For the City of Vienna, IL.

City Clerk, Aleatha Wright

(Corporate Seal)

Exhibit A
Zoning District Map



STARFIRE CORPORATION

566 Theatre Rd. PO Box 179 St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486

FIREWORKS DISPLAY AGREEMENT

Display Date: 7.2.2021

AGREEMENT made 2.19.2021 by and between Starfire Corporation, whose address is 566 Theatre Rd. St. Benedict, Pa (hereinafter "Company"); City of Vienna, IL whose address is P.O. Box 1442 Vienna, IL 62995.

WHEREAS, Company designs, produces, and conducts fireworks displays; and

WHEREAS, SPONSOR wishes to engage Company for the design, production and performance of a fireworks display on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. **FIREWORKS DISPLAY:** On, ~~7.2.2021~~ ^{7.4.2021} (hereinafter "the Display Date"), Company shall provide the fireworks and equipment for the display at the Fireworks Display location. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

ALTERNATE DATE: TBD

2. COST AND PAYMENTS:

FIREWORKS DISPLAY PRICE:	PRICE \$7,000.00
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The Fireworks Down Payment Price of **\$3,500.00 PAID is** due and payable upon execution and delivery of this contract.

- a. The Balance sum of **\$3,500.00** plus any third-party fees are due and payable 15 days prior to the event date.

Please Note: Additionally, SPONSOR is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition.

3. **POSTPONEMENT/RESCHEDULING:** If the display of the fireworks is postponed/rescheduled by reason of inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of Company, same shall be re-scheduled to the Alternate Date set forth above. In the event a postponement/rescheduling is necessary due to inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of Company a postponement/rescheduling fee will be based on the table below.

Description	% of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on 7.2.2021	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on 7.2.2021	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses

Any request made by SPONSOR for rescheduling/canceling shall be directed to HELP@starfirecorporation.com or by phone 800-806-4486. It is understood and agreed that Company shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of Company.

4. **SPONSOR'S AGENT:** Brent Williams/ 618-771-0023 shall be designated as SPONSOR'S agent to whom all questions and inquiries shall be relayed. Sponsor's agent shall be the only agent of SPONSOR authorized to make decisions on behalf of SPONSOR or to request rescheduling of the fireworks display on the part of SPONSOR.

Please initial each page.

Initial here:

Sponsor

Starfire

5. SECURITY/SAFETY: Starfire shall designate a pyrotechnician to be its "pyrotechnician in charge" and **SPONSOR** shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by **Starfire**. **SPONSOR** shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician in charge. It is understood and agreed that **Company** will cease all fireworks discharge due to any security breach of the FSZ. **Starfire** shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the **SPONSOR's failure** to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. **SPONSOR** acknowledges and agrees that **Starfire's** responsibilities are limited to the Fireworks Display and that **Company** is relying on **SPONSOR** to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of **SPONSOR** shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the pyrotechnician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The pyrotechnician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display or the setup schedule. The pyrotechnician in charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE. Starfire indemnifies sponsor (**SPONSOR**) for the fireworks show with the respect to Starfire's operations. Sponsor (**SPONSOR**) will agree to indemnify Starfire with a respect to their operations.

7. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and **Company's** obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by **SPONSOR** prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event **SPONSOR'S** permit in any way limits or restricts the sale, performance or operation of said exhibition, **Company** shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of **SPONSOR** permit. **SPONSOR** acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle **SPONSOR** to a reduction or abatement in the full contract price.

8. GENERAL PROVISIONS:

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. **SPONSOR** acknowledges and agrees that **Company** has not made any representations or warranties except those specifically set forth in this contract. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- b) It is specifically understood to read that Starfire shall not be responsible in any way if any third-party service with which Starfire has contracted for service fails to perform and the display cannot proceed as planned.
- c) **SPONSOR** is responsible for any additional marine costs and fees, city permit/escort fees, County /State/PD/FD/FM fees, local town permit fees, etc.
- d) In the event **SPONSOR** cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. **SPONSOR** will have up to 30 days from the date of cancellation to request **Starfire** to reschedule the Fireworks Display. Any Rescheduled Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display.
- e) **Company** agrees to procure liability insurance, and to indemnify **SPONSOR**, to the extent thereof, for all claims arising out of **Company's** negligence. Any additional insurance that is required that incurs a cost, will be the **SPONSOR'S** responsibility.
- f) This Agreement, and the rights and obligations of the parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. The **Company** may assign any or all of its rights and obligations under this Agreement or subcontract or delegate any or all of its obligations hereunder. **SPONSOR** may not assign any of its rights and obligations under this Agreement.

9. SPONSOR'S DEFAULT: In the event **SPONSOR** shall fail to pay any sum when due under the terms of this contract, **SPONSOR** shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. **SPONSOR** does further agree that it shall pay **Company** reasonable attorney fees and other costs in the event **Company** shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel **SPONSOR** to pay any sums due hereunder or otherwise as a result of **SPONSOR'S** default of any of the terms and provisions herein contained.

Please initial each page.

Initial here:

Sponsor

Starfire

10. LIQUIDATED DAMAGES: It is agreed by and between the parties hereto that in the event of **SPONSOR'S** default hereunder **Company** shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that **Company** will have suffered damages due to Sponsor's default. The damages suffered by **Company** as a result of Sponsor's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the parties that the amount due **Company** is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by **Company**.

11. SUBSTITUTIONS: **Company** shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle **SPONSOR** to a reduction or abatement of the full contract price.

12. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Cambria County, PA, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of Pennsylvania.

13. BINDING EFFECT: This contract shall not be binding on **Company** until executed by **SPONSOR** and **Company** is in receipt of the down payment required hereunder.

14. EXHIBITION PLANNER CHECKLIST (EPC):

a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

STARFIRE'S RESPONSIBILITY: It is Sponsor's responsibility to call **SPONSOR'S** State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. **Starfire** will prepare the paperwork for the permit application on **SPONSOR'S** behalf. Upon receipt of your permit, you must send the permit to our office for our records no later than 30 days prior to your display date. Failure to do so could seriously jeopardize your display. You must obtain information on:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

b. **COAST GUARD PERMITS (where required):**

1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date)
2. Coast Guard Application and Permit to Handle Hazardous Materials.
3. Coast Guard Marine Event Permit.

c. **INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1.	3.
2.	4.

Please initial each page.

Initial here:

Sponsor

Starfire

SPONSOR		COMPANY	
	Date	Starfire Corporation	Date:
By:		By:	
Print Name		Print Name: Audrey Jean Terrizzi	
Title of authorized representative of Sponsor		Title: President	

State of _____
County of _____

On the ___ day of _____, in the year ___ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

[seal]

Please initial each page.

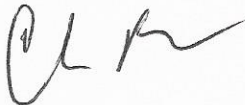
Initial here: _____ _____
 Sponsor Starfire

March 1st, 2021

Dear interim Mayor and Vienna City Council members,

On behalf of Johnson County Youth League, I, Chris Banks would like to discuss the property we use for soccer and football. Currently as Vice President i have been working with our Soccer and Football Coordinators to find a more permanent solution to better our league, community and structure for these two sports. We are grateful to have the opportunity to use the land owned by the city behind the water management facility and baseball grounds. An idea to make that land a more permanent structure and staple to our community is something we are wanting to know if it could be a possibility from the City. We aren't asking for money. Only the opportunity to start the process of raising funds in the intention we can make a permanent area for our fields. We understand also there will be some land surveying, dirt work and excavating if our plans were to fully work out. We have came up with a rough draft idea of what it would look like. The main goal would begin with the Middle School/Football field and at least one soccer field for each age bracket. We know this will take time and are willing to put the effort in for our community if Vienna City Board would allow us to do so. Thanks for your time and consideration of the said topic. We also appreciate all you do for our youth league. If further questions or discussion arise in your process we would gladly set a date for a face to face meeting on the matter. Thank You.

Chris Banks
(618)694-5395
Vice President
Johnson County Youth League

A handwritten signature in black ink, appearing to be 'Chris Banks', written in a cursive style.

prek and K

2nd and 3rd grade

2nd and 3rd grade

1st and 2nd grade

1st and 2nd grade

full size soccer/football field

5th and 6th

