

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
March 1, 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 February 15, 2023 Meeting Minutes
 - Approval of the Warrant

Motion _____ Seconded _____

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

4. Emily Kerley-Beautification project at city park
5. Jackie Lange- Request to hold 24-hour prayer event at city park
6. Robert Smith- Family Pizza, Liquor License request for 309 East Main
7. Justin Lawrence, Associated Saddle Club of Southern Illinois- Shawnee National Forest

8. **Fourth of July:**

-Authorization and Approval of Fireworks display agreement between American Patriot Pyro, Inc. and the city of Vienna, IL- \$13,500.00

Motion _____ Seconded _____

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

-Set Rain Date

- DJ-\$250.00 (Community Funds)

Motion _____ Seconded _____

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

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

10. **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
- Alisa Sowers, Depot-Ribbon Cutting-Holy Grounds, 418 Court St.
March 3rd @ 12:30 p.m.
- City Council
- Steve Penrod, Mayor-Update on distressed properties

11. **Adjournment:**

POSTED: 2-27-23

BY: 

Show Name **Vienna, IL**

Date **Monday, July 3, 2023**

Show # **513** Event Sponsor **Jason Grant (Vienna, IL)**

Rain

Shells Count **411** Show Insurance **\$5,000,000**

Finale Count **241(241)** Notes Permit:

Ground Cnt **7** **6 Port Fires**

Total Count **659**

Total Net Weight **192.5 Lbs.**

Fireworks Discount **10.00%**

Total Pyro Weight **192.5 Lbs.**

Salesperson

Show Total **\$13,500.00**

Qty	Description	Order
Shells		
<u>2.5" Shells</u>		
<input type="checkbox"/>	120 T9500 - (WWF) 2.5" Asst Display Shells (60/2=120)	<u>Order</u>
	Total 120	
<u>3" Salutes</u>		
<input type="checkbox"/>	15 T9501X - (WWF) 3" Display T Sal (72)	<u>Order</u>
	Total 15	
<u>3" Shells</u>		
<input type="checkbox"/>	72 LS0003 - (WWF) 3" H - Asst Display Shells (36/2) 1/2 w/tail & 1/2 w/o	<u>Order</u>
<input type="checkbox"/>	24 T9501 - (WWF) 3" T - Asst Display Shells (36/2)	
<input type="checkbox"/>	72 T9501 - (WWF) 3" T - Asst Display Shells (36/2)	
<input type="checkbox"/>	72 DT-3B - (WWF) 3" Asst Shells (24 effects 3 of ea) (72)	
	Total 240	
<u>4" Shells</u>		
<input type="checkbox"/>	36 LS0004 - (WWF) 4" C - Asst Display Shells (36)	<u>Order</u>
	Total 36	
Finale		
<u>2.5" 10s Finale Chains</u>		
<input type="checkbox"/>	120 VG9023N - (WWF) 2.5" 10s Finale Chains 3 chains ea RWB Sal (120)	<u>Order</u>
	Total 120	
<u>3" 10s Finale Chains</u>		
<input type="checkbox"/>	30 3FCASL - (WWF) 3" 10s Salute Finale Chains (6/10)	<u>Order</u>
<input type="checkbox"/>	60 LD9031ASC ASG - (WWF) 3" 10s Asst Finale Chains NO Delay (6/10)	
<input type="checkbox"/>	30 LD9031ASC ASG - (WWF) 3" 10s Asst Finale Chains NO Delay (6/10)	
	Total 120	
<u>49 shot Cake</u>		
<input type="checkbox"/>	1 GGB186 - (WWF) 1.75" 49s Homeland Waltz (FAN) (1/1) (Duration 26.0 Secs.)	<u>Order</u>
	Note - 245 Breaks	
	Total 1	

Ground

Show Name **Vienna, IL**

Date **Monday, July 3, 2023**

- 1 **49 shot Cake** **Order**
 49BCBM - (WWF) 49s BL Tail to Broc. Crown & BL Stars w/BL Stars Mines
 (2/1) (Duration 25.0 Secs.)

Total 1

- 1 **100 shot Cake** **Order**
 CNB24 - (WWF) 100s Brocade & Bouquet (gold) Lg Beautiful Willow
 Breaks (1/1) (Duration 25.0 Secs.)
- 1 100WPBR - (WWF) 100s Gold Tail to TI Gold Coconut+BL Stars+Red
 Strobe w/crackling mines (1/1) (Duration 30.0 Secs.)
- 1 LKO-006 - (WWF) 100s R/Gr/BL Tails to Peony w/ Crackling, Slvr Tails to
 Salutes (2/1) (Duration 90.0 Secs.)
- 1 LKO-014 - (WWF) 100s Slvr Tail to Time Rain Willow w/R Micro Strobe
 (1.2" Bore) 1/1 (Duration 20.0 Secs.)

Total 4

- 1 **150 shot Cake** **Order**
 GD-151 - (WWF) 150s Brocade Crown w/falling leaves (1/1) (Fan)
 (Duration 35.0 Secs.)

Total 1

- 1 **300 shot Cake** **Order**
 VGA156 - (WWF) 300s L) RTails C) WTails R) BTails to Tit Sal (W) (1/1)
 (Duration 40.0 Secs.)

Total 1

<u>Category</u>	<u>Items</u>	<u>Firing Device</u>	<u>Needed</u>	<u>Alt Firing Device</u>	<u>Needed</u>
100 shot Cake	4				
150 shot Cake	1				
2.5" 10s Finale Chains	120	2 1/2" X 10 HDPE Rac	12		
2.5" Shells	120	2 1/2" X 10 HDPE Rac	12		
3" 10s Finale Chains	120	3" X 10 HDPE Rack	12		
3" Salutes	15	3" X 10 HDPE Rack	2		
3" Shells	240	3" X 10 HDPE Rack	24		
300 shot Cake	1				
4" Shells	36	4" X 5 HDPE Rack	8		
49 shot Cake	2				
Totals	659				
		Total Racks Needed = 70			

AMERICAN PATRIOT PYRO, INC.

910-2300TH Ave.
CHESTNUT, IL 62518
217-796-3674
patriotpyro@outlook.com

TAX EXEMPT NUMBER: _____
Please submit a Copy of State Tax-Exempt Letter

This agreement is made on this _____ day of _____, 20____, between American Patriot Pyro, Inc. (APPI) and _____ (Customer). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows: Customer agrees to purchase the package display as attached to this sheet for the sum of \$ _____ Payment shall be as follows:

\$ _____ upon signing of this contract, and balance of \$ _____ upon delivery. APPI reserves the right to make substitutions of equal or greater dollar value in the event that some of the materials are unavailable. Customer agrees to return all unused materials and equipment to APPI, undamaged, or if damaged or not returned, to pay for the same.

1. In the event that APPI determines that weather conditions on the presentation date are not suitable, the presentation shall take place on the next suitable night as agreed by both parties. If there is such a postponement, Customer agrees to pay APPI, in addition to the above, the greater of, any additional expenses incurred by APPI, or 15 percent (15%) of the total contract price for a Hand Fire show or 20 percent (20%) for an E Fire show. Displays cancelled and NOT rescheduled within the same calendar year will be charged thirty percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set up if applicable and re-stocking fees.

2. Customer understands that APPI is not a manufacturer of the materials governed by this agreement. As such, APPI makes no representation or warranties of any kind or nature with respect to the quality of the materials used. All materials sold hereunder carry no warranty or merchantability or fitness for a particular purpose and are sold "as is." Customer acknowledges that it is not relying on any representations or assertions by APPI with respect to the quality of the materials sold herein. Customer further acknowledges it is relying solely upon its examination and/or testing of such materials. In no event shall APPI be liable for any loss resulting from malfunction or non-delivery of materials, in any amount greater than the actual cost of such materials.

3. Customer represents to APPI that it is familiar with all legal requirements of the jurisdiction where the presentation will take place regarding this type of fireworks presentation. Customer further agrees to secure, at its expense, all permits and approvals that may be required by any law, regulation, code or local ordinance of the jurisdiction where the presentation will take place.

4. Customer agrees to provide a safe-zone security area for the presentation. This zone must meet NFPA Standards for the safe-zone and fall-out of debris. Those standards call for a safe-zone of 70 feet per inch of shell, with a minimum distance of 300 feet in any direction. APPI assumes no liability for damages of any kind or nature within this designated area. Customer agrees to post appropriate no-entry warning signs near the perimeter of this area.

5. Customer agrees to indemnify and hold APPI harmless for any loss, damages, claims or demand whatsoever arising out of Customer's activities under this contract, including, but not limited to claims of Customer's employees (whether as a worker's compensation claim, third-party claim or otherwise). In no event shall APPI be liable to Customer for any loss of profits, or other economics loss, arising out of any claim breach of obligations herein. It is agreed that Customer's damages under this contract are limited to the sums paid hereunder, which sum shall be deemed to be liquidated damages in full satisfaction. APPI is called upon to defend itself against any claims made against it as a result of any actions on part of Customer. Customer agrees to reimburse APPI for all costs associated with the defense of that claim, including attorney fees and court cost.

6. If Customer fails to make payments as called for herein, customer agrees to pay, a two percent (2%) per month late payment fee on any outstanding balance, until paid in full. Time is of the essence on this contract. If APPI is required to initiate collection proceedings against Customer, Customer shall be liable for the payment of all APPI collection cost, including attorney fees. Customer agrees that Logan County, Illinois is the proper venue to litigate any collection proceedings under this contract, and Customer shall hereby agree to submit to the jurisdiction of the Court of competent jurisdiction of Logan County, Illinois for such purposes.

IN WITNESS WHEREOF. This contract is executed in duplicate on the date shown above.

* A certificate of insurance listing coverage and additional insured will be provided to listed entities upon bid/contract awarded to American Patriot Pyro, Inc. *All individuals/entities listed on the certificate will be deemed an additional insured per this contract.*

American Patriot Pyro, Inc. (APPI)

By: _____
A.P.P.I.

X _____
Customer (Title if any)

X _____
Individually and Personally

INSURANCE: YES OR NO

Certificate # _____

Show Date: _____ Rain Date: _____

***Sign by May 1st and receive 5% in Free Fireworks.**

***Payment in full by May 15th and receive 5% in Free Fireworks for a total of 10%**