

**CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th Street
March 15, 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 March 1, 2023 Meeting Minutes
- Approval of the Warrant
- Approval of Treasurer's Report (Feb)

Motion _____ **Seconded** _____

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

4. Approval of Liquor License Application for Class D license
Robert Smith, Family Pizza-309 East Main Street

Motion _____ **Seconded** _____

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

5. Authorization and Approval of employment for 2023 mowing season
(*Not to exceed 600 hours*)

Motion _____ **Seconded** _____

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

6. ***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 _____

2023 Motor Fuel Tax:

7. Authorization for the City of Vienna to accept Horner & Shifrin as consulting engineer for the 2023 calendar year to perform MFT

Motion _____ Seconded _____

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

-Review of Maintenance Estimate for MFT- \$100,955.00

8. Authorization and Approval of Resolution 23-02, A Resolution for Maintenance of Street and Highways by the Municipality under the Highway Code for \$110,000.00 of MFT 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- City Spring Clean Up, April 24th
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor- Distressed properties update

11. **Adjournment:**

POSTED: 3-13-23

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%**



Maintenance Engineering to be Performed by a Consulting Engineer



Local Public Agency	County	Section Number
City of Vienna	Johnson	23-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

≤ \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%	1%	
IIB	3%	3%	3%	3%	
III	4%	4%	4%	4%	
IV	5%	5%	6%	6%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:
Local Public Agency Signature Date

Title
Mayor

BY:
Consulting Engineer Signature Date

Title

P.E. Seal Date

Approved:
Regional Engineer, IDOT Date



Estimate of Maintenance Costs

Submission Type **Original**

Estimate of Cost for
Municipality

Local Public Agency	County	Section Number	Beginning	Ending
City of Vienna	Johnson	23-00000-00-GM	01/01/23	12/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Aggregates	IIA	No	CA-7	TON	400	\$10.00	\$4,000.00	\$4,000.00
		No	CA-6	TON	300	\$10.00	\$3,000.00	\$3,000.00
		No	Sand	TON	500	\$18.00	\$9,000.00	\$9,000.00
Surface Repair & Base	IIA	No	Bam	TON	500	\$42.00	\$21,000.00	\$21,000.00
Regulatory Signs	IIA	No	Metal Sign Post	EA	25	\$70.00	\$1,750.00	\$1,750.00
		No	Metal Sign Post Base	EA	25	\$80.00	\$2,000.00	\$2,000.00
Drainage Repairs	IIB	No	12" Metal Band	EA	15	\$40.00	\$600.00	\$600.00
		No	15" Metal Band	EA	15	\$45.00	\$675.00	\$675.00
		No	18" Metal Band	EA	5	\$50.00	\$250.00	\$250.00
		No	24" Metal Band	EA	3	\$80.00	\$240.00	\$240.00
		No	12" Metal Culvert	LF	200	\$25.00	\$5,000.00	\$5,000.00
		No	15" Metal Culvert	LF	200	\$55.00	\$11,000.00	\$11,000.00
		No	18" Metal Culvert	LF	100	\$75.00	\$7,500.00	\$7,500.00
		No	12" Metal Tee	EA	4	\$100.00	\$400.00	\$400.00
		No	15" Metal Tee	EA	4	\$120.00	\$480.00	\$480.00
Sidewalk	IIA	No	4" PCC	SY	100	\$150.00	\$15,000.00	\$15,000.00
Reseal	III	No	CA-16	TON	150	\$32.00	\$4,800.00	\$4,800.00
		No	HFE-150	GAL	3,500	\$3.00	\$10,500.00	\$10,500.00
Total Operation Cost								\$97,195.00

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Vienna	Johnson	23-00000-00-GM	01/01/23	12/31/23

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$21,482.51	\$49,567.49		\$71,050.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$26,145.00			\$26,145.00
Formal Contract (Bid Items)				
Maintenance Total	\$47,627.51	\$49,567.49		\$97,195.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering	\$3,760.00			\$3,760.00
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$3,760.00			\$3,760.00
Total Estimated Maintenance	\$51,387.51	\$49,567.49		\$100,955.00

Remarks

SUBMITTED

Local Public Agency Official	Date

Title

Mayor

County Engineer/Superintendent of Highways	Date

APPROVED

Regional Engineer Department of Transportation	Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number <u>23-03</u>	Resolution Type Original	Section Number 23-00000-00-GM
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BE IT RESOLVED, by the Council of the City of Vienna Illinois that there is hereby appropriated the sum of

One Hundred and Ten Thousand Dollars (\$110,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Vienna shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Aleatha Wright City Clerk in and for said City of Vienna in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Vienna at a meeting held on 03/15/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of March, 2023

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
 Department of Transportation