

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
April 2, 2025  
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 March 19, 2025 Meeting Minutes
- Approval of the Warrant

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

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

4. Approval and Authorization for Fourth of July fireworks quote:  
American Patriot Pyro, Inc- \$13,735.26 (General Funds/Tourism Funds)  
Show date-Thursday, July 3<sup>rd</sup>, Rain Date-July 5<sup>th</sup>

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

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_


5. Tax Increment Financing Extension of TIF District #1  
-Mayor Penrod
  
6. Review/Discussion-Johnson County Animal Control Intergovernmental Agreement

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

8. **ELECTED/APPOINTED OFFICIALS**

- Aleatha Wright, City Clerk
- Justin Hartline, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council
- Steve Penrod, Mayor

9. **Adjournment:**

POSTED: 03-31-25 BY: 

**AMERICAN PATRIOT PYRO, INC.**

910-2300<sup>TH</sup> Ave.  
CHESTNUT, IL 62518  
217-796-3674

[patriotpyro@outlook.com](mailto:patriotpyro@outlook.com)

TAX EXEMPT NUMBER: E99960966  
Please submit a Copy of State Tax-Exempt Letter

This agreement is made on this 2<sup>nd</sup> day of April, 20 25, between American Patriot Pyro, Inc. (APPI) and City of Vienna, IL (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 \$ 13,735.26 Payment shall be as follows: \$ 6,867.63 upon signing of this contract, and balance of \$ 6,867.63 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: 07-03-25 Rain Date: 07-05-25

**\*Sign by May 1<sup>st</sup> and receive 5% in Free Fireworks.**

**\*Payment in full by May 15<sup>th</sup> and receive 5% in Free Fireworks for a total of 10%**

**ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT BETWEEN  
JOHNSON COUNTY AND THE CITY OF VIENNA, ILLINOIS**

**WHEREAS**, Johnson County has established an Animal Control Program, for the unincorporated areas of the County, by adopting an Animal Control Ordinance, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in concurrence with the State of Illinois Animal Control Act; and

**WHEREAS**, within the incorporated limits of the **VILLAGE/CITY OF VIENNA, IL.** there is a need for animal control; and

**WHEREAS**, the **VILLAGE/CITY OF VIENNA, IL.** wishes to enter into an intergovernmental agreement with JOHNSON County, who will provide animal control in accordance with the established JOHNSON County Animal Control Ordinance, including any additions or amendments to said Ordinance the JOHNSON County Board of Commissioners may deem necessary; and

**WHEREAS**, the **VILLAGE/CITY OF VIENNA, IL.** and the County of JOHNSON are legal entities organized and existing under the laws of the State of Illinois, having among their powers to contract with one another to perform such undertakings as described herein.

**JOHNSON** County agrees to provide animal control in and for the **VILLAGE/CITY OF VIENNA, IL.** in accordance to the guidelines set forth in the existing **JOHNSON** County Animal Control Ordinance adopted the \_\_\_\_\_ including any amendments or additions to said Ordinance that the **JOHNSON** County Board of Commissioners may deem necessary.

The **VILLAGE/CITY OF VIENNA, IL.** agrees to execute and support noncompliance with the **JOHNSON** County Animal Control Ordinance.

**JOHNSON** County and the **VILLAGE/CITY OF VIENNA, IL.** reserves the right to terminate this agreement at any time with a sixty (60) day written notice acknowledged by the receiving party within the dates of this agreement.

**The regular business hours of the JOHNSON** County Animal Control will be from the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Animal Control will respond to calls from any resident of any City/Village during regular business hours. After regular business hours, Animal Control will only respond to emergency calls or requests to respond by city/village, state, or county law enforcement.

The **VILLAGE/CITY OF VIENNA, IL.** agrees to compensate **JOHNSON** County for providing animal control at the rate selected below per person, based on the 2020 population reports, supplied by the US Department of Commerce, Bureau of Census.

Animal Control will send a statement to collect the yearly fees November 1<sup>st</sup> of each year beginning in November 2026. This is your statement to collect yearly fees for the time period of May 1<sup>st</sup> 2025 to December 31, 2026. All fees must be paid within a timely manner according to Meeting dates of each Village/City. These fees pay for every service of the Animal Control and no additional fee will be paid by the City/Village. The only additional fees that will be collected will be from customers for adoptions, surrenders, etc. and such fees are not the responsibility of the City/Village.

The **VILLAGE/CITY OF VIENNA, IL.** will have two options regarding the length of this contract. The **VILLAGE/CITY OF VIENNA, IL.** may opt for either a one-year contract or a three-year contract. Additional forms are attached, one for each type of contract. **The VILLAGE/CITY OF VIENNA, IL.** should sign only the appropriate form and return the same with this contract.

**POPULATION OF EACH CITY/VILLAGE IS BASED OFF OF THE 2020 CENSUS AND WILL REMAIN THE NUMBER OF PERSONS UNTIL THE 2030 CENSUS IS PUBLISHED.**

Belknap	88 Persons
Cypress	217 Persons
Goreville	1068 Persons
New Burnside	153 Persons
Simpson	44 Persons
Vienna	1343 Persons

If you do not sign a contract within the County then your City/Village Limits will not be serviced by the Johnson County Animal Control.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day and represent that the signatures below are duly authorized to execute this agreement on behalf of their respective bodies and that the effective date of this agreement shall be \_\_\_\_\_ and shall end \_\_\_\_\_.

**JOHNSON COUNTY**

**APPROVED:**

\_\_\_\_\_  
Jason Taylor, Chairman

**ATTEST:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Robin Harper-Whitehead, County Clerk and Recorder

**VILLAGE/CITY OF** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
Mayor of the VILLAGE/CITY OF \_\_\_\_\_, Illinois

**ATTEST:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
VILLAGE/CITY CLERK

**OPTION ONE- THREE-YEAR CONTRACT**

Under this option, the city/village will pay \$4.99 for the first year of service, May 1, 2025 through December 31, 2026. The rate will then increase by \$2.00 per capita per year through the year 2028. The per capita population for the duration of the contract will be based upon the 2020 United States Census.

                     **We want the three (3) year contract with the rates listed below.  
The contract will be in effect from , May 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2028.**

Year 1, May 1 <sup>st</sup> , 2025-December 31 <sup>st</sup> , 2026	_____ population x \$4.99	= _____ annually
Year 2, January 1 <sup>st</sup> -December 31 <sup>st</sup> , 2027	_____ population x \$6.99	= _____ annually
Year 3, January 1 <sup>st</sup> -December 31 <sup>st</sup> , 2028	_____ population x \$8.99	= _____ annually

**If you wish to enter into a THREE-YEAR CONTRACT, send this sheet along with the rest of the signed contract and payment to  
County Clerk Robin Harper-Whitehead  
POB 96  
Vienna IL 62995  
Or drop in the election/count clerk drop box located in front of the Courthouse  
105 N 6<sup>th</sup> Street, Vienna, Illinois**

**CITY/VILLAGE OF \_\_\_\_\_**

**OPTION TWO- ONE-YEAR CONTRACT**

Under this option, the city/village will pay \$8.99 per capita for service from May 1, 2025 through December 31, 2026, with the per capita figure based upon the 2020 United States Census. A new contract will be signed each successive year at a rate per capita to be determined by the County Board based upon the 2020 United States Census.

\_\_\_\_\_ **We choose to do the year-by-year contract with the following rate.**

May 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2026 \_\_\_\_\_ population x \$8.99= \$ \_\_\_\_\_

**If you wish to enter into a ONE-YEAR CONTRACT, send this sheet along with the rest of the signed contract and payment to  
County Clerk Robin Harper-Whitehead  
POB 96  
Vienna IL 62995  
Or drop in the election/county clerk drop box located in front of the Courthouse  
105 N 6<sup>th</sup> Street, Vienna, Illinois**

CITY/VILLAGE OF \_\_\_\_\_