



AGENDA ITEM # 7C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
April 12, 2021**

Item Title: **Fireworks Display Contract Amendment**

Staff Contact: Jeffrey D. O'Dell, Village Administrator

VILLAGE BOARD ACTION

Adopt a resolution approving an amended fireworks display contract between the Village of Roselle and Melrose Pyrotechnics, Incorporated dated February 24, 2020.

Executive Summary:

During the March 8, 2021 Village Board meeting, I recommended the Village extend the July 3, 2021 deadline for a fireworks display contract with Melrose Pyrotechnics, Inc. until at least Labor Day because there is still a great amount of uncertainty as to when festivals and large outdoor special events will be permitted under the State's Restore Illinois Plan. Large special events like the Village's July 3 fireworks show are not permitted until Phase 5 of the Restore Illinois Plan as that phase does not have any pandemic related limits to crowd capacities. The entire state is currently under Phase 4 guidelines with no immediate plans to move into the Bridge Phase or Phase 5.

In May of 2020, the Village Board amended the original contract with Melrose Pyrotechnics, Inc. cancelling the July 3, 2020 fireworks show. At that time, the contractor allowed the Village to use the cancellation fee as a deposit for a rescheduled fireworks show on July 3, 2021. After discussing the current situation with Melrose Pyrotechnics, Inc. once again, the contractor has agreed to allow the Village to reschedule the July 3, 2021 fireworks show to another date prior to September 15, 2021. I have already talked with Lake Park High School representatives about use of the west campus grounds for a rescheduled event sometime before September 15. It will be important for the Village and High School to continue to work together to identify dates for a rescheduled fireworks show as school activities begin again in earnest in mid-August.

The attached resolution and amended contract provide the Village additional time to make a decision on this year's fireworks show with the hopes that the impacts of the pandemic ease in the next couple of months.

Implications:

Is this item budgeted? Yes, the FY 2021 budget includes the remaining funds to pay for the balance of the fireworks contract.

Any other implications to be considered? N/A

Attachments:

Resolution
Amended Contract

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDED FIREWORKS DISPLAY CONTRACT
BETWEEN THE VILLAGE OF ROSELLE AND MELROSE PYROTECHNICS,
INCORPORATED DATED FEBRUARY 24, 2020**

WHEREAS, the Village of Roselle (hereinafter "Village") and Melrose Pyrotechnics, Incorporated (hereinafter "Melrose") entered into a contract on February 24, 2020 for the provision of a fireworks display (hereinafter "Contract"); and

WHEREAS, the fireworks display under the Contract was scheduled for July 3, 2020; and

WHEREAS, due to the COVID-19 pandemic, the Corporate Authorities of the Village of Roselle elected to cancel the July 3, 2020, fireworks display provided for in the Contract; and

WHEREAS, the contract provides, in pertinent part:

"In the event the Fireworks Display is cancelled by the Village of Roselle at any time prior to the Contractor leaving its facilities to begin setup of the Fireworks Display in Roselle, the Village shall reimburse the Contractor a total of ten percent (10%) of the total Contract price. If, however, the Fireworks Display is cancelled by the Village of Roselle, after the Contractor has arrived on site in Roselle and prior to launching the Fireworks Display, the Village shall reimburse the Contractor a total of twenty percent (20%) of the total Contract price. In the event the Village does not reschedule the Fireworks Display to a mutually agreed upon date by both parties within six months, the Village shall reimburse the Contractor a total of fifty percent 50% of the total Contract price". (hereinafter "Cancellation Provision"); and

WHEREAS, the parties wish to abrogate and replace the foregoing paragraph while retaining all other portions of the contract; and

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois:

1. That the Mayor is hereby authorized to sign, and Village Clerk is hereby directed to attest, to that certain amendment to the Contract Amending a Fireworks Contract Between the Village of Roselle and Melrose Pyrotechnics, Incorporated dated February 24, 2020, attached hereto and incorporated herein as EXHIBIT 1. Upon execution by the Village and Melrose, the amendment shall control

scheduling and cancellation fees between the parties for calendar year 2021.

2. Village staff is hereby directed and authorized to undertake any and all reasonable and necessary steps to effectuate the purpose of this resolution and the amendment to the contract.

ADOPTED this _____ day of _____, 2021.

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, President, Village of Roselle

Patricia Burns, Village Clerk

**CONTRACT AMENDING A FIREWORKS CONTRACT BETWEEN THE
VILLAGE OF ROSELLE AND MELROSE PYROTECHNICS, INCORPORATED
DATED FEBRUARY 24, 2020**

WHEREAS, the Village of Roselle (hereinafter "Village") and Melrose Pyrotechnics, Incorporated (hereinafter "Melrose") entered into a contract on February 24, 2020, for the provision of fireworks (hereinafter "Contract"); and

WHEREAS, the fireworks display under the Contract was scheduled for July 3, 2020; and

WHEREAS, due to the COVID-19 pandemic, the Corporate Authorities of the Village of Roselle cancelled the July 3, 2020 fireworks display provided for in the Contract; and

WHEREAS, the Contract provides, in pertinent part:

"In the event the Fireworks Display is cancelled by the Village of Roselle at any time prior to the Contractor leaving its facilities to begin setup of the Fireworks Display in Roselle, the Village shall reimburse the Contractor a total of ten percent (10%) of the total Contract price. If, however, the Fireworks Display is cancelled by the Village of Roselle, after the Contractor has arrived on site in Roselle and prior to launching the Fireworks Display, the Village shall reimburse the Contractor a total of twenty percent (20%) of the total Contract price. In the event the Village does not reschedule the Fireworks Display to a mutually agreed upon date by both parties within six months, the Village shall reimburse the Contractor a total of fifty percent (50%) of the total Contract price." (hereinafter "Cancellation Provision"); and

WHEREAS, the parties wish to amend the foregoing paragraph while retaining all other portions of the Contract; and

NOW THEREFORE, based upon the considerations recited herein, which the parties agree are sufficient to support this amendment, the Village and Melrose agree as follows:

1. That the foregoing recitals are incorporated herein as representing the intent of the parties and its substantive provisions.
2. That the Cancellation Provision referred to in the recitals is hereby abrogated and stricken from the Contract in its entirety and replaced with a new Cancellation Provision which shall read as follows:

“Due to the COVID-19 pandemic crisis, the Village cancelled the fireworks display scheduled for July 3, 2020. Pursuant to the Contract, the Village paid the Contractor fifty percent (50%) of the original Contract cost in the sum of \$13,750 as a deposit for a future fireworks display date to be scheduled within one year of the original display date of July 3, 2020. The efficacy of this payment as a future deposit is hereby extended to September 15, 2021 (hereinafter “Display Period”). If the fireworks display is rescheduled up to and including the September 15, 2021 date, the fireworks display shall be consistent with the fireworks display originally agreed to and for the price set forth in the Contract (hereinafter “Rescheduled Fireworks Display”). The Contractor shall cooperate with the Village to set the rescheduled fireworks display”.

3. In the event the Rescheduled Fireworks Display is cancelled by the Village at any time prior to the contractor leaving its facilities to begin setup of the Rescheduled Fireworks Display in Roselle, the Village shall reimburse the contractor a total of ten percent (10%) of the Contract price. If the Village cancels the Rescheduled Fireworks Display after the contractor has arrived on the site in the Village, and prior to launch, the Village shall reimburse the contractor a total of twenty percent (20%) of the total Contract price. In the event the Village does not reschedule the Rescheduled Fireworks Display, the Village shall reimburse the contractor a total of fifty percent (50%) of the total Contract price.
4. This amendment may not be amended except in writing executed by the Village and Melrose.
5. In all other respects not amended, the Contract between the Village and Melrose shall remain in full force and effect.

Dated: _____, **2021**

Melrose Pyrotechnics, Incorporated

Village of Roselle

By: _____

By:

Its Mayor, Andrew J. Maglio

Its: _____

ATTEST:

By:

Its Village Clerk, Patty Burns