



AGENDA ITEM #8A

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
2/27/2023**

Item Title: July 3rd Fireworks Display

Staff Contact: Jason Bielawski, Village Administrator

CONSENT

VILLAGE BOARD ACTION:

Adopt a resolution approving and authorizing the execution of a contract by and between the Village of Roselle and Pyrotecnico Fireworks, Inc. (July 3rd Fireworks Show).

Executive Summary:

Attached is a resolution and contract for the fireworks display held annually on July 3rd at Lake Park High School, West Campus. The vendor, Pyrotecnico, put on the Village's July 3rd and Founders Day fireworks shows last year. Previously shows were put on by Melrose Pyrotechnics, which was acquired by Pyrotecnico last year. Staff has been very satisfied with the professionalism and expertise of Pyrotecnico.

Implications:

Is this item budgeted? Yes, the Fiscal Year 2023 budget includes \$34,000 for the July 3rd fireworks show.

Estimated cost: \$34,000

Any other implications to be considered? The rain out date for the fireworks show is Sunday, July 9.

Strategic Priority:

N/A

Attachments:

Resolution
Contract

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
PYROTECNICO FIREWORKS, INC
(JULY 3RD FIREWORKS SHOW)**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE
WAYNE D. DOMKE
CHERYL LENISA
TOM DELLA PENNA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 27th day of February, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
PYROTECNICO FIREWORKS, INC
(JULY 3RD FIREWORKS SHOW)**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an contract with another party pursuant to Illinois Statute;

WHEREAS, Pyrotecnico Fireworks, Inc. (hereinafter referred to as the "Consultant" is a licensed operator of fireworks displays and has extensive experience and expertise in conducting fireworks displays;

WHEREAS, the Village has previously engaged Consultant for these services and has been extremely satisfied with the level of professionalism, safety and quality work product provided by Consultant and desires to extend the relationship for the July 3rd 2023 fireworks display; and

WHEREAS, the Village of Roselle Corporate Authorities feel that it is in the best interests of the health, welfare and safety of the residents of the Village to award the contract to Pyrotecnico Fireworks, Inc. for the July 3rd 2023 fireworks display as provided for herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Contract

The Village hereby accepts the proposal from the bidder in an amount not to exceed \$34,000.00 (thirty-four thousand dollars and no cents) and approves the contract substantially in the form attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Contract").

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute the Contract substantially in the form of such contract attached hereto as Exhibit A and the Village Clerk to attest thereto along with any finally negotiated terms as set forth therein with such changes therein as shall be approved by the Village Attorney. The officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such contract.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the contract, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the contract and of this resolution.

Section Seven - Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 27th day of February, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
 APPROVING AND AUTHORIZING
 THE EXECUTION OF A CONTRACT BY AND BETWEEN
 THE VILLAGE OF ROSELLE AND PYROTECNICO FIREWORKS, INC
 (JULY 3RD FIREWORKS DISPLAY)**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on February 13, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A
Contract

DRAFT

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **January 20, 2023** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **Village of Roselle, IL** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER _Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 3, 2023** (the “Display Date”), weather permitting.

Customer agrees to pay Pyrotecnico the sum of **\$34,000.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$17,000.00** is due **May 3, 2023** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$5,100.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$13,600.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$17,000.00**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

By (sign) : _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:
