



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R16-012
DATE OF PASSAGE January 26, 2016

A Resolution Extending a Contract with Melrose Pyrotechnics for the Independence Day Fireworks Display for Special Events in the Amount of \$40,000 for 2016 with two extensions.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Melrose Pyrotechnics, Kingsbury, Indiana was the lowest responsible bidder in 2013 for fireworks display services for the City of Aurora Special Event Division;

WHEREAS, Melrose Pyrotechnics provided exceptional services for the City's Independence Day celebrations for the past three years; and

WHEREAS, Melrose Pyrotechnics has agreed to provide the same level of service at the same cost for an additional three years; and

WHEREAS, the City of Aurora desires to establish a contract for one (1) year with two (2) one year extensions, subject to mutual administrative consent between the City of Aurora and the Contractor commencing July 4, 2016 for the City's annual Independence Day fireworks display; and

WHEREAS, pursuant to Aurora Code Section 2-335(a)(6) any municipal work or public improvement, when the expense will exceed twenty-five thousand dollars (\$25,000), may be undertaken or constructed by contract or agreement without advertising if authorized by a vote of three-fifths of the members of the city council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: That the Purchasing Director is hereby authorized to execute an

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agreement with Melrose Pyrotechnics, Kingsbury, Indiana, for the Independence Day Fireworks Display services at a cost not to exceed \$40,000 a year for an additional three years.

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PASSED AND APPROVED ON January 26, 2016

AYES 11 NAYS 0 NOT VOTING 0 ABSENT 1

Kristina Bohman
Alderman Bohman, Ward 1

Raymond Garza
Alderman Garza, Ward 2

Teluppa
Alderman Mesiacos, Ward 3

Donnell
Alderman Donnell, Ward 4

Carl Franco
Alderman Franco, Ward 5

Michael B. Saville
Alderman Saville, Ward 6

Hart-Burns
Alderman Hart-Burns, Ward 7

Mervine
Alderman Mervine, Ward 8

Bugg
Alderman Bugg, Ward 9

Lynne M. Johnson
Alderman Johnson, Ward 10

Irvin
Alderman Irvin, At Large

O'Connor
Alderman O'Connor, At Large

ATTEST:

Wendy McCambridge
City Clerk

Thomas Weisner
Mayor

15.1139

RECOMMENDATION

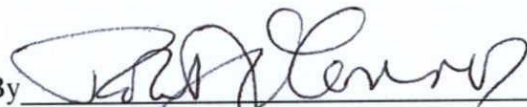
TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

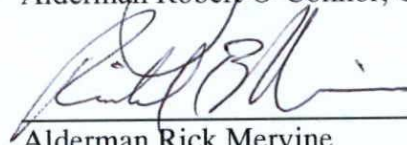
The Finance Committee at the regular scheduled Finance Meeting on Tuesday, January 12, 2016 Recommended APPROVAL of A Resolution Extending a Contract with Melrose Pyrotechnics for the Independence Day Fireworks Display for Special Events in the Amount of \$40,000 for 2016 with two extensions.

The Vote 3-0

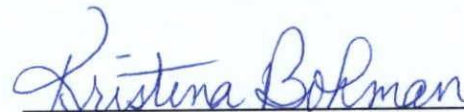
Submitted By



Alderman Robert O'Connor, Chairman



Alderman Rick Mervine



Alderman Kristina "Tina" Bohman

Alderman Ted Mesiacos, alternate

Dated this 12th day of January, 2016

MELROSE PYROTECHNICS, INC.
AGREEMENT

This contract entered into this 28th Day of January AD 2016 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and City of Aurora (CUSTOMER) of City Aurora State IL.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer **One (1)** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of **July 4, 2016; July 4, 2017; July 4, 2018** Customer Initial elp, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a 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 related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of **Forty Thousand Dollars and 00/100 (\$40,000.00) PER DISPLAY DATE**. A service fee of 1% per month shall be added, if account is not paid within 45 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of **420** feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract.

Neither Party shall be responsible for any loss, damage or liability arising from willful or negligent acts of the other Party, its agents, staff, consultants employed by others, or other third parties who are not employees of said Party.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

By Wynn Cramer

Date Signed: January 28, 2016

Wynn Cramer – Event Producer
P.O. Box 302, 1 Kingsbury Industrial Park
Kingsbury, IN 46345
(800) 771-7976
wynn@melroseyro.com

CUSTOMER - City of Aurora

By Esther L. Phillips
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed January 28, 2016
(PLEASE TYPE OR PRINT)

Name Esther L. Phillips - Director of Purchasing
Address 44 E. Downer Place
Aurora, IL 60505
Phone 630-256-3550
Email PurchasingDL@aurora-il.org