

**VILLAGE OF VERNON HILLS
ORDINANCE NO. 2019-001**

**AN ORDINANCE AUTHORIZING THE VILLAGE TO WAIVE THE BIDDING PROCESS AND
ENTER INTO THREE YEAR CONTRACTS WITH MELROSE PYROTECHNICS FOR THE
JULY 4TH AND SUMMER CELEBRATIONS FIREWORKS IN AN AMOUNT NOT TO EXCEED
\$46,100 ANNUALLY**

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village of Vernon Hills provides fireworks on July 4th and during the Summer Celebration; and

WHEREAS, the Village requests to waive the bidding process and contract with Melrose Pyrotechnics as a sole source; and

WHEREAS, Melrose Pyrotechnics will provide contracts for the July 4th fireworks in the amount of \$31,100 and the Summer Celebration in the amount of \$15,000; and

WHEREAS, expenditures over \$25,000 require Board of Trustees approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents to purchase fireworks at a price not to exceed \$46,100 annually.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make two payments to Melrose Pyrotechnics in an amount not to exceed \$46,100 total per the attached contracts in Exhibit A.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2019-001.

Dated this 8th day of January, 2019


Adopted by roll call votes as follows:

AYES: 5 – Marquardt, Koch, Oppenheim, Byrne, Schultz

NAYS: 0 – None

ABSTAIN: 1 - Brown

ABSENT AND NOT VOTING: 1 - Takaoka



Roger L. Byrne, Village President



PASSED: 01/08/2019

APPROVED: 01/08/2019

ATTEST: 01/08/2019



Mark Fleischhauer, Village Clerk

EXHIBIT A: FIREWORKS CONTRACTS

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MELROSE PYROTECHNICS, INC.
AGREEMENT

This contract entered into this 12th Day of December AD 2018 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and Village of Vernon Hills (CUSTOMER) of City Vernon Hills State Illinois.

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, 2019; July 4, 2020; July 4, 2021 with the rain dates being one of the Summer Celebration dates Customer Initial _____, 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 Thirty One Thousand One Hundred Dollars and 00/100 (\$31,100.00) PER DISPLAY DATE. A service fee of 1 1/2 % per month shall be added, if account is not paid within 30 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 350 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. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

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: December 12, 2018

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

CUSTOMER

By Roger Byrne
legally authorized agent, who represents his/her authority to bind the customer
Date Signed 01/10/19
(PLEASE TYPE OR PRINT)

Name ROGER BYRNE
Address 290 EVERGREEN DR
VH IL 60061
Phone _____
Email RogerB@vhills.org

EXHIBIT A: FIREWORKS CONTRACTS

Addendum for the Village of Vernon Hills Contract

The fireworks display for July 4th will be twenty one to twenty two minutes in length.

The fireworks display for the Summer Cell show will be a minimum of fifteen minutes in length.

Signature: William Cramer Date: 12/12/18

Signature: Roy By Date: 01/10/19

2019-01

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It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00) PER DISPLAY DATE. A service fee of 1 1/2 % per month shall be added, if account is not paid within 30 days of the show date.

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(800) 771-7976

CUSTOMER
By Roger Byrne
Date Signed 01/10/19
is duly authorized agent, who represents his/her full authority to bind the customer
(PLEASE TYPE OR PRINT)

Name ROGER BYRNE
Address VILLAGE OF VERNON HILLS
290 EVERGREEN DR. VHIL 60061
Phone _____
Email ROGERB@VHILLS.ORG