



COMMITTEE OF THE WHOLE MEETING
Monday, May 4, 2020
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

- Independence Day Fireworks
- North Aurora Days Update

EXECUTIVE SESSION

ADJOURN

Initials _____

Handwritten initials "SB" in black ink, written over a horizontal line.

Memorandum



To: Village President and Board of Trustees
CC: Steve Bosco, Village Administrator
From: David Hansen, Administrative/GIS Analyst
Date: 4-30-2020
Re: Update on the July 3rd, 2020 Fireworks Show

At the December 2, 2019 Village Board meeting, the Village Board approved a fireworks contract with Melrose Pyrotechnics for the Village's Independence Day Fireworks Celebration. The event is planned for July 3rd, 2020. However due to the COVID-19 pandemic, this event may need to be postponed or cancelled. The original contract only allows a postponement if it is weather related. Melrose has provided an addendum that would allow the Village to move the fireworks show to any date within the next year which would include July 3rd, 2021. This addendum would also help avoid any cancellation fees that would otherwise apply and provide a deposit towards the original contract amount.

According to the addendum, the Village would provide Melrose a deposit of half of the \$25,000 original contract cost. This deposit of \$12,500 would count towards the original contract amount and must be paid by the original firework show date which is July 3rd, 2020. The Village would provide the other half of the contract amount when the firework show actually occurs. If the Village signs the addendum the deposit would work as a down payment towards the firework show. If the Village does not sign the addendum and decides to cancel the show, the cancellation cost would be roughly \$15,000 to \$20,000 according to the vendor, as the Village is responsible for certain expenses including materials and labor prior to the event if the event is cancelled. The addendum would need to be signed at least 30 days prior to July 3rd, 2020.

Staff is looking for feedback from the Village Board on whether the Independence Day fireworks scheduled for July 3rd, 2020 should be postponed to a later date.

Attached is the July 3rd Firework original contract from Melrose Pyrotechnics that was approved in December 2019, the certificate of insurance, and the addendum that the Village could enter into to postpone the show to a later date.

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this 14th Day of November AD 2019 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and Village of North Aurora (CUSTOMER) of City North Aurora 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 3, 2020 with a rain date of July 4, 2020 Customer Initial SB, 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, 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 Twenty Five Thousand Dollars and 00/100 (\$25,000.00). A service fee of 1 ½ % 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 timely secure and provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 280 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 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.

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 Brian Jesse

Date Signed: November 14, 2019

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

CUSTOMER

By Steven Bosco

Date Signed 12-5-19

(PLEASE TYPE OR PRINT)

Name Steven Bosco

Address 25 E. State

North Aurora, IL 60542

Phone 630-897-8228

Email sbosco@northaurora.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100		FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : LM Ins Corp			
INSURER B : Everest Indemnity Insurance Co.			10851
INSURER C : Everest Denali Insurance Company			16044
INSURER D : Arch Specialty Insurance Company			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1622623834

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00042-201	1/15/2020	1/15/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00025-201	1/15/2020	1/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UXP1035209-00	1/15/2020	1/15/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC734S381030 (IL)	4/4/2020	4/4/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	USL&H Included
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 DISPLAY DATE: July 3, 2020 with a July 4, 2020 rain date
 LOCATION: 25 E. State St., North Aurora, Illinois
 ADDITIONAL INSURED: Village of North Aurora; Fox Valley Park District

CERTIFICATE HOLDER**CANCELLATION**

Village of North Aurora 25 E. State St. North Aurora IL 60542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.</p> <p>Village of North Aurora; Fox Valley Park District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

MELROSE PYROTECHNICS, INC.
ADDENDUM

This document is in reference to the contract dated _____, by and between Melrose Pyrotechnics, Inc. of Kingsbury, Indiana and _____(Customer) of City_____, State_____.

BE IT KNOWN that the undersigned parties, for good considerations agree to make the changes outlined below. These changes shall be as valid as if part of the original contract.

Per the request of the CUSTOMER, the _____display was cancelled or rescheduled a minimum of 30 days prior to the display, 50% of the contract cost will be charged and will be considered a deposit for a future date scheduled within one (1) year of the original display date. The payment shall be made before the cancelled display date.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

MELROSE PYROTECHNICS, INC.

CUSTOMER

By _____

By _____

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

Date Signed: _____

Date Signed _____

(PLEASE TYPE OR PRINT)

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

Name _____
Address _____

Phone _____
Email _____

Memorandum



To: Village President and Village Board of Trustees
From: Steven Bosco, Village Administrator
Date: 4-30-20
Re: 2020 North Aurora Days

During the past several weeks, staff has been working with the North Aurora Days Chairman to monitor the COVID-19 pandemic and its possible effect on this year's North Aurora Days event. The conversations have been focused primarily on the safety of the public, the volunteers, vendors and Village staff working the event. Other conversations have included; whether people would feel comfortable attending or working the event, how to enforce social distancing guidelines if still in effect, funding and costs.

At the onsite of the current COVID-19 situation, the plan was to monitor and potentially make a decision on whether the event could move forward by May. Logistically, two-months notice as to whether the event is moving forward or not will give the North Aurora Days Committee and the staff enough time to either cancel/not sign contracts or make adjustments if needed to move the event forward as safely as possible.

At this time, staff is looking to provide an update to the Village Board and solicit feedback regarding this year's event. Any feedback from the Village Board would be provided to the North Aurora Days Committee for discussion at their upcoming May meeting.