

Meeting Held Electronically



**COMMITTEE OF THE WHOLE MEETING
MONDAY, MAY 3, 2021**
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

- July 3rd Fireworks

EXECUTIVE SESSION

1. Personnel

ADJOURN

Initials: *SP*

Memorandum



To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: David Hansen, Administrative/GIS Analyst

Date: May 3, 2021

Re: 2021 July 3 Fireworks – Possible Locations and Pricing Options

Background

At the May 4, 2020 Committee of the Whole meeting, the Village Board discussed options to postpone the July 3 fireworks show to a later date due to the ongoing COVID-19 pandemic. The Village Board considered two options; move the location of the fireworks to another location in the Village so it would abide by social distancing guidelines or sign an addendum which would postpone the firework show to a later date in the year or to July 3, 2021. On May 5, the next day, the Governor of Illinois released a five phase Restore Illinois plan on how to safely reopen up the State. At that time, the July 3 celebration would have violated the Governor's guidelines and would have made the show very difficult to organize and operate safely given the social distancing requirements along with the amount of staff used for the event.

At the May 18, 2020 Village Board meeting, the Board approved an addendum with Melrose Pyrotechnics to postpone the July 3, 2020 fireworks to a later date in the year or to July 3, 2021. A rain date was also set in place for July 4, 2021. The addendum allowed the Village to change the date of the firework show anytime within the next year as long as it gave the firework vendor, Melrose Pyrotechnics, a 60 day notice. As you may recall, the addendum required the Village to provide a deposit of \$12,500 towards the original contract amount by July 3, 2020 which works as a down payment towards a future firework show. The other caveat was that the Village would provide the other half of the contract amount when the firework show actually occurs or if a show could not be performed by July 3, 2021.

Present Day

As of now, a fireworks show still has not been held, but a show is currently planned for July 3rd. Melrose mentioned they would like to know if a show was going to occur on July 3rd by April 1, 2021 since they need approximately two months' notice to order all the equipment and trucks for the event. Melrose also gave the Village the option to push the show back anywhere between July 3, 2021 and Labor Day weekend if needed. However, staff notified Melrose in late March that there will be a July 3rd show this year. Staff has been working with Melrose to determine if there are any alternate sites that allow better social distancing options for this year's show as well as a possible addendum that includes altering last year's

fireworks display to include larger diameter shells. Increasing the size of the shells allows people to space out throughout parts of the community and still be able to see the fireworks display.

As you may recall, the Village's fireworks show typically costs \$25,000 annually. Ultimately, with last year's fireworks cancellation, the Village only currently owes \$12,500 for this year and did not have to pay for the cancelled show last year since the down payment of \$12,500 was paid before July 3, 2020. The July 3rd show for 2021 is currently planned at the past location in Riverfront Park. However if the Board would want to move the show to a different location in the Village, Melrose would need to know approximately 60 days out from July 3rd.

Also if the show was moved from Riverfront Park, for an additional cost of \$5,000, Melrose could alter the show to include approximately 90 5" diameter shells, which not only allows more variation in the display, but allows people to see the fireworks better from a distance as they rise approximately 100 feet higher in altitude compared to 4" maximum diameter shells used at North Aurora Riverfront Park site. For reference, last year's designed show utilized a maximum 4" diameter shell because of North Aurora Riverfront Park's proximity to homes and roadways. Below is a comparison table for different size shells regarding height and how far one could see the firework from a certain distance.

Shell Size (inches)	Height (feet)	Estimated Distance Seen Away
2.5"	250	2 miles
3"	300	2 miles
4"	400	2.5 miles
5"	500	3 miles

Locations to Consider

Staff looked at a total of five sites for the July 3rd firework show. The five sites included Riverfront Park, Jewel Middle School, Well #6 off Alder Drive, Well #8 off Randall Road, and the five acre village-owned parcel off of Orchard Gateway Boulevard. Three of the sites: Well #6, Well#8, and the five acre parcel off of Orchard Gateway were deemed not viable due to the firework fall out area overlapping wetlands and/or industrial buildings.

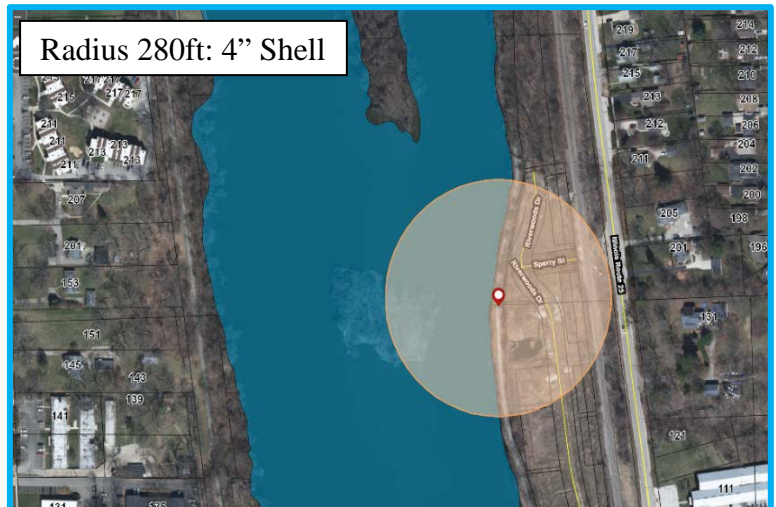
However there were a total of two locations staff thought may be viable. They are Riverfront Park (current site), and Jewel Middle School off of Waterford Road. In order to launch fireworks from these sites Riverfront Park would need an agreement with the Fox Valley Park District while Jewel Middle School location would need an agreement with the West Aurora School District #129 and an agreement with the Fox Valley Park District.

Regardless of site, three important factors to consider for the show are: provide residents a place to park, view fireworks from a long distance, and space out residents to abide by social distancing guidelines. Neither of the sites require roadways to be shut down nor have forbidden structures in the fall out area. In order to conduct the show, Melrose would need a dry and flat surface to transport product to the site and to set up the panels to fire which both sites currently allow. There is also a soundtrack to the fireworks show which can be

broadcasted on speakers and/or possibly through a radio station should the Village choose to do so. Below are two possible locations to consider which include the current site of Riverfront Park.

Option 1: Riverfront Park (Current Site)

The first option would be to hold the event at the same site that the Village has held it in the past (Riverfront Park on the Fox River). The fireworks are launched on the Fox River Trail along the river basin which has one of the lowest elevations in the Village at 650ft above sea level. This may make the show difficult to view from a distance plus only four inch firework shells would be possible at this site. Another factor the Board may want to consider is whether to allow people in the park for the event.



The Park and parking lot space adjacent to Village Hall is approximately 100,000 square feet which under State of Illinois social distancing guidelines (depending on the phase the state is in) would allow 1,500 or 3,000 people to be in the Park for the show. Parking may be an issue since Village lots in the immediate area hold just under 300 spots, however in the past many residents walk down to the park to view the show. The Village would need an agreement with the Fox Valley Park District since the launch site is on their property. The Village Board could consider approving a resolution regarding BYOB liquor in the park for the event as they have in the past.

Option 2: Jewel Middle School

The second option would be to hold the event on the western portion of the Jewel Middle School property which is owned by the West Aurora Park District #129. The fireworks would be launched on the western edge of the property adjacent to the open farm field to the west. The elevation of the launch site is 718ft above sea level and has the space to launch up to five inch firework shells. This would allow many residents to view the fireworks from their backyards in all directions. The Park District property



(Fearn Park) coupled with some of the school property is well over 500,000 square feet which under State of Illinois social distancing guidelines (depending on the phase the state is in) would allow 7,500 or 15,000 people to be on the property to view the show. Parking may be an issue since the parking lots on the School District property have around 200 spaces in

which overflow parking would probably fall in the surrounding neighborhoods. However roughly 2,000 addresses fall within a mile radius of the show which may allow many of these households to view the show from their housing unit. An agreement would be needed with the West Aurora School District #129 in order to launch fireworks on site as well as an agreement with the Fox Valley Park District to allow residents to sit on the property/park area to view the show.

Direction

Staff is looking for direction from the Village Board on where the Independence Day fireworks on July 3rd should be held.

Attached is the July 3rd Firework original contract from Melrose Pyrotechnics that was approved in December 2019, the certificate of insurance, the addendum that the Village entered into to postpone the show to a later date, and a draft addendum for a price increase to \$5,000 (\$30,000 for total show) should the Board want to pursue that option.

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

MELROSE PYROTECHNICS, INC.
ADDENDUM

This document is in reference to the contract dated 12/5/2019 by and between Melrose Pyrotechnics, Inc. of Kingsbury, Indiana and Village of North Aurora (Customer) of North Aurora, IL 60542.

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 July 3, 2020 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.

If the payment is made before the canceled display date, CUSTOMER may apply the payment as a deposit toward the date of July 3, 2021, with a rain date of July 4, 2021, provided that CUSTOMER may change to an alternate date prior to the July 3, 2021, upon giving no less than sixty (60) days' notice of the change.

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

MELROSE PYROTECHNICS, INC.

By Brian Jesse

Date Signed: 05/28/2020

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

CUSTOMER

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

Date Signed 5-22-2020

(PLEASE TYPE OR PRINT)

Name Steven Bosco, Village of North Aurora

Address 25 E. State Street

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 EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			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

Name Of Additional Insured Person(s) Or Organization(s)
<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 contract dated November 14, 2019, by and between Melrose Pyrotechnics, INC. of Kingsbury, Indiana AND Village of North Aurora (Customer) of City North Aurora, State Illinois.

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

Per the request of the Village of North Aurora, the July 3rd 2021 display amount has been increased from \$25,000 to \$30,000. There is a remaining balance of \$17,500.

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

MELROSE PYROTECHNICS, INC.

By: Brian Jesse

Date Signed: 03/18/2021



1 Kingsbury Industrial Park, P.O. Box 302
Kingsbury, Indiana 46345
(800) 771-7976
Email: garry@melrosepyro.com

Customer

By:

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

Date Signed: _____
(PLEASE TYPE OR PRINT)

Name: _____

Address: _____

Phone: _____

Email: _____