



## STAFF REPORT

TO: Mayor Keis and Members of City Council  
FROM: Heidi Heller, City Clerk  
DATE: May 26, 2021  
RE: Canadian Days Fireworks Contract

### ACTION TO BE CONSIDERED:

Approve the 2021 contract with RES Pyro for 2 nights of fireworks on July 30 & 31, 2021 for Canadian Days.

### BACKGROUND:

Attached is the 2021 Canadian Days Fireworks contract with RES Specialty Pyrotechnics, Inc. After City Council discussion, it was decided that since the fireworks were canceled last year, the City would pay for two nights of fireworks in 2021. The Council approved a total amount of \$15,000 to be paid from the 10% Gambling Fund. RES Pyro will provide the City and Canadian Days with a \$5 million liability insurance policy. RES Pyro has been the fireworks vendor for the past several years, and the city and Canadian Days have been very satisfied with their performance.

### STAFF RECOMMENDATION:

City staff recommends approval of the 2021 contract with RES Pyro for two nights of fireworks for a total cost of \$15,000, subject to submission of the proof of insurance.



## DISPLAY CONTRACT AGREEMENT

**THIS AGREEMENT**, made and entered into on this 10th day of May, 2021 between **RES Pyro** hereafter referred to as the SELLER and **City of Little Canada**, hereafter referred to as the BUYER.

### IT IS MUTUALLY AGREED BETWEEN THE SELLER AND THE BUYER AS FOLLOWS:

Service Provided	Outdoor Fireworks Display
Date(s)	Friday, July 30 and Saturday, July 31, 2021
Time	10:00 PM (approximately)
Duration	12-14 minutes (depending on intensity)
Location	Spooner Park, Little Canada, MN
Event Sponsor	City of Little Canada

### OBLIGATIONS OF SELLER:

SELLER shall provide all materials, equipment and personnel necessary to perform the above-mentioned display.

SELLER is required and will comply with NFPA 1123, Code for Outdoor Display of Fireworks, 2010 edition and NFPA 1126, Pyrotechnics before a Proximate Audience, 2006 edition.

SELLER shall provide a Certificate of Liability Insurance in the amount of \$5,000,000.00 to cover the fireworks display and cleanup. BUYER shall be listed as Certificate Holder on the Certificate of Liability Insurance. All individuals/entities listed on the certificate of liability insurance will be deemed an additional insured per this contract.

### OBLIGATIONS OF BUYER:

BUYER shall provide a suitable location for firing of the fireworks display.

BUYER shall provide and cover all costs for security of the display site and cleanup beyond the launch area of the display site.

### TERMS AND CONDITIONS:

The terms of this agreement shall begin on the day of the signing of this agreement and shall conclude upon the completion of the display. However, if before the date of the scheduled performance, the BUYER has not performed fully its obligations under the terms of this agreement or that the financial credit of the BUYER has been impaired, the SELLER may cancel this agreement at any time.

In the event the BUYER does not perform fully all of its obligations herein, the SELLER shall have the option to perform or refuse to perform hereunder, and in either event the BUYER shall be liable to the SELLER for any damages, compensation or costs incurred including but not limited to attorney and court fees in addition to the compensation herein.

The SELLER shall retain the right to stop or interrupt the display at any time if, in the opinion of the SELLER, conditions have become unsafe. In event of rain, fireworks may be rescheduled at a mutually agreeable date.

**PAYMENT:**

**Contracted amount: \$15,000.00 (\$7,500.00 per show) inclusive of sales tax, if applicable.**

Contracted amount includes fire watch and permit fee.

All payments shall be paid by BUYER to and in the name of **RES Pyro** in the form of a company check, certified bank check, money order, or cash.

**CANCELLATION:**

In the event the BUYER cancels this agreement any time during the contract period, the SELLER shall be entitled to and receive 35% of the contracted fee for the remainder of the contract period plus compensation for any pre- and post-production costs incurred.

**THIS AGREEMENT** is the whole agreement of the parties' above named. No representation inducement or agreement has been given by one to the other to enter into this agreement other than expressly set forth herein. This agreement shall not be altered, modified, or amended except in writing by a duly authorized officer of each party.

**IN WITNESS WHEREOF**, the parties hereunto set their names on the day and year listed below.

**CONTRACT VALID WHEN SIGNED BY AUTHORIZED PERSONS.**

BUYER: \_\_\_\_\_

SELLER: Tracy Vanasek - RES Pyro

Title: \_\_\_\_\_

Title: Director of Operations, Display Services

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: 5/10/2021