



Board of Aldermen Request for Action

MEETING DATE: 11/21/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1290, Amending the Agreement for Fireworks Displays with Premier Pyrotechnics.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1290, amending the original agreement for Fireworks Displays with Premier Pyrotechnics.

SUMMARY:

The City of Smithville annually partners with Clay County to provide a Fourth of July Fireworks Display, with each entity funding half of the total cost. The City of Smithville coordinates the procurement of a display provider.

In 2022, The City of Smithville put the Firework Display RFP out to bid. Premier Pyrotechnics was the only bid received on April 8, 2022, for \$16,000. The City approved their contract on April 19, 2022.

On June 23, 2023, with the cost of the show increased from \$12,000 to \$16,000 staff worked with Clay County to amend the contract to reflect the increase and ensure that budgets reflect the change going forward. Clay County, Missouri has agreed to continue the co-sponsorship at the increased rate.

Earlier this month, Premier Pyrotechnics offered a three-year contract amendment if payment is received in full by December 1, 2023. This early payment would ensure a return to shows on July 4 (not alternatives dates as we have had to do) for the next three years (2024, 2025, and 2026). In addition to securing the July 4 date, early payment secures a 15% increase to product for the show. An additional 5% more product is provided for signing a 3-year contract.

City staff has reached out to Clay County, and they have agreed to support this contract change.

Staff recommend amending the contract with Premier Pyrotechnics.

PREVIOUS ACTION:

The Board of Aldermen approved Resolution 418, the initial cooperative agreement with Clay County, and Resolution 1048 Firework Display Bid Award 22-15.

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

\$16,000 is allocated in the general fund, with \$8,000 in revenues budgeted to be received from Clay County.

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Contract | |

RESOLUTION 1290

A RESOLUTION AMENDING THE ORIGINAL AGREEMENT WITH PREMIER PYROTECHNICS FOR FIREWORKS DISPLAYS

WHEREAS, the City of Smithville and Clay County have jointly funded a fireworks display on or around July 4th at Smithville Lake, and;

WHEREAS, the City of Smithville wishes to continue the tradition, and;

WHEREAS, the City of Smithville desires to work with Premier Pyrotechnics for firework display;

WHEREAS, the contract will be amended for three additional years.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

That the Smithville Board of Aldermen direct the Mayor to execute the Agreement for a fireworks display with Premier Pyrotechnics.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 21st day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Our Mission...

"A Dedication to Pyrotechnic Perfection"

TURN-KEY 3 YEAR CONTRACT FOR SERVICE

This contract is entered into this **October 26th, 2023**, by and between **Premier Pyrotechnics, Inc.** 25255 Highway K, Laclede County, Richland, MO 65556, telephone 417-322-6595, fax 573-213-2211, designated herein as the "Seller", and the **City of Smithville** designated as the "Buyer".

Seller will deliver to Buyer the fireworks on **July 4th, 2024, July 4th, 2025, and July 4th, 2026**, and /or will make necessary substitutions of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance with such Federal, State and Local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the standard practice of Seller. It is also agreed that **BUYER/SPONSOR** is responsible for checking the display area at first light for any unexploded materials. If such materials are located immediately contact Premier Pyrotechnics at 417-322-6595 for further instructions.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 70 feet per inch of the largest shell diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the total purchase price of **\$16,000.00** including sales tax if applicable with the option to adjust the purchase price of the displays. **The Buyer will pay 50% of the first year's total price on the date this contract is signed, UNLESS taking advantage of the early pay option then you MUST PAY IN FULL FOR THE FIRST CONTRACTED YEAR'S TOTAL PRICE PRIOR TO THE EARLY PAY DATE, this applies to each contracted year.** The remainder is to be paid within 10 days following the date of the display. In the event of a weather-related delay, Buyer agrees to pay an additional cost of not more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation the deposit is nonrefundable but will be held for a future display date. **All payments must be made to PREMIER PYROTECHNICS, INC and mailed to 25255 Hwy K, Richland, MO 65556.**

Early pay options are as follows: Payment received in full by December 1st, 2023, will receive an additional 15% product. Payment received in full by January 15th, 2024, will receive an additional 12.5% product. Payment received in full by March 1st, 2024, will receive an additional 10% product. Payment received in full by April 1st, 2024, will receive an additional 5% product. By signing a 3-year contract Premier Pyrotechnics will add an additional 5% product to your display.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%. This will be applied to the balance after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Laclede County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities, and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

SELLER: PREMIER PYROTECHNICS, INC.
BY: Nicky Sanderson
DATE: October 26th, 2023

BUYER: City of Smithville
BY: Damien Boley, Mayor DATE: 11/21/2023
Print Name & Title

AUTHORIZED PURCHASER REPRESENTATIVE SIGNATURE: _____

In the event of Force Majeure, any deposits for payments will be carried forward to the next possible date agreed on between the client and Premier Pyrotechnics Inc.

Premier Pyrotechnics, Inc. 25255 Hwy K Richland, MO 65556 Phone: (888)647-6863 Fax: (573)213-2211
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