



Legislation Text

File #: 00935, **Version:** 1

Fiscal Note

The Council approved a First Amendment to the Agreement on June 1, 2004. One of the provisions restricted the Madison Fireworks Fund to operation of only the fireworks portion of the event if announcement of the postponement occurred after a certain time. This Second Amendment deletes that provision and allows operation of the full event regardless of the time of notification of postponement. Another provision of the First Amendment required the Fund to reimburse the City up to \$40,000 for expenses incurred because of postponement or cancellation, provided the Fund receives insurance proceeds for a weather-related claim. That provision has not changed. We estimate that the City's actual expenses due to postponement would range from \$35,000 to \$50,000, depending on the time the postponement is announced.

Title

Authorizing the Mayor and City Clerk to enter into a Second Amendment to the Agreement between the City and Madison Fireworks Fund, Inc. (MFF) to allow MFF to operate a full event on any rescheduled rain date.

Body

WHEREAS, City and Madison Fireworks Fund, Inc. ("MFF") entered into a five (5) year Agreement whereby MFF would furnish an Independence Day celebration at Warner Park in the City of Madison; and

WHEREAS, Section III of the Agreement allows the parties to make changes to the Agreement by written amendment; and

WHEREAS, the parties wish to amend the Agreement to allow MFF to conduct a full event, including carnival, fireworks, beer, etc., on any rain date if the original event is cancelled or postponed for any reason; and

WHEREAS, all other provisions of the Agreement remain the same.

NOW, THEREFORE, LET IT BE RESOLVED, that the Mayor and City Clerk are authorized to enter into a Second Amendment to the Agreement between the City and MFF to allow MFF to conduct a full event on a rain date.