

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 73, SERIES 2015**

**A RESOLUTION APPROVING A CONTRACT WITH ANGEL LIGHT  
PYROTECHNICS**

**WHEREAS**, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as Exhibit A is a contract with Angel Light Pyrotechnics to provide fireworks services for 2016; and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants. In addition the Town Manager is authorized to issue a check for \$21,500 as a deposit to secure the date for the contract.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 13, 2015.**

**TOWN OF TIMNATH, COLORADO**



Jill Grossman-Belisle, Mayor

**ATTEST:**



Milissa Peters, CMC  
Town Clerk



**EXHIBIT A**  
**AGREEMENT**



Contract

Valid for year 2016 show only

Contracted Parties:

*Angel Light Pyrotechnics, LLC*

&

*Town of Timnath*

*Re: Fireworks Display for Independence Day  
July 4th 2016, Rain Date: July 5th 2016*

Angel Light Pyrotechnics, LLC (further known as A.L.P.) is licensed for business by the U.S. Department of Justice, Bureau of Alcohol Tobacco Firearms and Explosives and the State of Colorado for fireworks displays and special effects. A.L.P. shall:

- ALP will acquire permits and inspections needed for the fireworks show only. Excluding "Special Events" permits for the event.
- Set up and fire all display fireworks and special effects for the show.
- Provide insurance and co-insure Town of Timnath and property owners.
- Provide labor, assistance and consultation to perform work in compliance with published, applicable Federal, State Local Laws, Codes and Regulations.
- Have final determination as to the safe firing of any and all pyrotechnic and firework devices.
- Provide equipment and devices necessary or required to complete the Display.
- Perform "Dud hunt(s)" for unexploded fireworks immediately after the show and the following morning after night shows.
- Clean up of major fireworks debris, 3 inches and larger, on the entire fallout area. (Small debris, 3 inches and smaller, will be the sponsors' responsibility.)

*Town of Timnath (further know as the Sponsor) shall:*

- Provide the payment of all fees for permits, labor, products, insurance and other fees related to the firing of the display in the form of a \$21,500.00 deposit **in advance** due at the signing of the contract to reserve the date, and a final \$21,500.00 show fee due immediately after each completed show, or a total of \$43,000.00 may be paid in advance.
- Sponsor shall agree to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any bonds as required by law in the Sponsor's community when necessary, and agree to furnish necessary police, fire, and Sponsor's protection, for proper crowd control, auto parking, and proper supervision in cleaning of debris or any pyrotechnic material which remains at the site of the display after a display has taken place.
- Provide contact information for any event personnel for fire watch, crowd control, security, set up, and area access, including keys, for 3 day set up, tear down and dud hunts.
- Provide parking arrangements for pyro crew.
- Provide a temporary crowd control barrier at the position determined by A.L.P. The crowd line needs to be established for 2-3 days if possible but at minimum 3 hours prior to show time. At no time will general public be allowed within 100 feet of the set up when explosives are present. This may require 2 crowd lines if there are other events nearby.
- Provide overnight security when explosives are present the night of July 3rd.
- Arrange to mow area or pre burn around discharge site measuring approximately 350' radius from the point determined by A.L.P. in order to remove dry ground cover.
- Provide permission letter from land owners of launch location if other than Timnath. ALP can provide letter template.
- Know in the case of a cancellation of the show by the sponsor, after the contract is signed, for reasons other than those listed below, the sponsor agrees to pay A.L.P. 40% of the total display price.

**Circumstances, affecting the planning or performance of the display that are beyond the control of the Sponsor and/or A.L.P.**

(A.L.P. reserves the right to cancel or postpone this contract due to overseas fireworks importation problems and/or fireworks industry supply shortages causing a lack in A.L.P. inventory.)

(Circumstances include severe weather at our Warehouse location in all below scenarios.)

1) Weather delay. If extreme rain or other inclement weather described in paragraph 2 should delay the set up of the display, the start of the display may be delayed by the same amount of time or more. **A.L.P. can still fire the display in light rain or snow if needed.**

2) Display date weather cancellation, **before the display has been set up.** Should inclement weather (extreme rain, hail, extreme snow, ice, fog, cold -15 F or lower, high winds, lightning, or dry conditions creating a significant fire danger, or other extreme conditions or severe weather) cause the Authority Having Jurisdiction or the lead pyrotechnician for A.L.P. to cancel the display before A.L.P. begins set up; the sponsor will have 11 months from the date of this contract to reschedule the display for no additional fees, including insurance. If the display is rescheduled for a date after 11 months, a fee of 15% of the total display price will be added. Should the Sponsor not wish to reschedule the display, the Sponsor agrees to pay A.L.P. 30% of the total display price specified in this document.

3) Display date weather cancellation, **after the display has been set up.** Should inclement weather as described in paragraph 2 cause either the Authority Having Jurisdiction or the lead pyrotechnician for A.L.P. to cancel the display, A.L.P. will attempt to fire the display on the following day for an additional fee of \$300 per day, including insurance transfer. Should the sponsor wish the display to be performed on a date more than two days after the original display date (thus causing A.L.P. to remove its equipment from the site and set up again on the alternate date), the Sponsor agrees to pay A.L.P. an additional fee of 20% of the total display price specified in this document for the added labor and transportation expense. Should the Sponsor not wish to reschedule the display, the Sponsor agrees to pay A.L.P. 40% of the total display price specified in this document.

4) Display date weather cancellation **after the display has begun.** Should inclement weather as described in paragraph 2 cause either the Authority Having Jurisdiction or the lead pyrotechnician for A.L.P. to cancel the display after the show has begun, the Sponsor agrees to pay A.L.P. the total display cost specified in this document, including any unpaid balance thereof. A.L.P. will carry over an equal amount of the remaining fireworks product to the Sponsor's next contract for a comparable event with A.L.P.

## **NOTICE AND DISCLAIMER**

**In every show there is an uncertain amount of unfired product (or duds). A.L.P. has no quality control on the manufacture of imported product. If severe weather is encountered while the show is set up there also may be a delay in the shoot time and up to a 20 % shot count loss due to weather damage, which is considered a circumstance out of our control. A.L.P. does its best to purchase, build and protect reliable and high quality product and takes great care in firing the product safely and completely. We don't like taking fireworks back to the shop. :)**

**The contracted party agrees to contact A.L.P. immediately if any “dud” is found. (They look like burnt baseballs/softballs) A.L.P. can then determine and perform proper and safe handling of that product.**

### **Urgent Calls 970-215-6496.**

**The contracted party is hereby notified that all firework shows and the product used in the shows may have a risk to life and property. The risk is significantly increased if not handled properly by qualified professionals.**

**A.L.P. reserves the right to postpone or cancel a show due to inadequate fire protection due to the absence or low participation of the Fire Department or Authority Having Jurisdiction (A.H.J.), rendering the display unsafe or high risk. Refer to page 3 for scenarios.**

**A.L.P. reserves the right to video and photo our set up and all of our effects during all performances for liability, advertising and research reasons.**

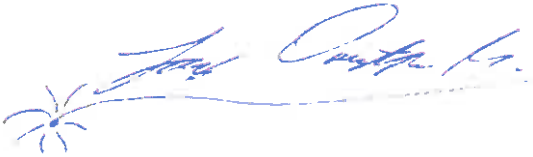
**A.L.P. reserves the right to postpone or cancel a show due to adverse weather conditions, which are determined by the A.H.J. and A.L.P. Rain dates will then be discussed. Refer to page 3 for scenarios.**

**In the event of an accident the contracted parties agree to relieve Angel Light Pyrotechnics LLC. (A.L.P.), it's owners, it's employees, it's volunteers, and it's suppliers, from any and all liability associated with the planning, set up, and use of fireworks and special effects.**

**This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.**

The under signed agree to and will abide to all pages and provisions of this contract.

**Angel Light Pyrotechnics, LLC: Larry Darrington, Jr.**



Date: 10-02-15

**Representative of Timnath**



Date: 10/13/15

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