TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 59, SERIES 2018

A RESOLUTION APPROVING A CONTRACT WITH ANGEL LIGHT PYROTECHNICS FOR THE 2019 4TH OF JULY FIREWORKS

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 for the 2019 4th of July Fireworks; and

WHEREAS, the Council also needs to approve a Council Authorization for expending a portion of these funds in 2018; 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 FOLLOW:

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. Furthermore, the Council hereby approves the enclosed authorization form to fund one-half of this contract and authorizes the Town Manager to issue payment for the same.


TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters-Garcia
Milissa Peters-Garcia, CMC
Town Clerk
EXHIBIT A

AGREEMENT
2018 Contract

Contracted Parties:

Angel Light Pyrotechnics, LLC

&

Town of Timnath

Re: Approx. 18 minute Pyromusical Fireworks Display
    July 4th 2019 - Rain date July 5th 2019

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, 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)” and retrieval of unexploded fireworks immediately after the show and the following morning after night shows.
- Clean up of major fireworks debris, 8 inches and larger, on the entire fallout (Small debris, under 3 inches, will be the sponsors’ responsibility.)
Town of Timnath (further known as the Sponsor) shall:

- Provide the payment of a $25,500.00 deposit in advance due at the signing of the contract to reserve the date, and a final $25,500.00 show fee due immediately after each completed show, or a total of $51,000.00 may be paid in advance.

- Have the option to cancel the show due to lack of funding before February 1st, 2019, yet cover costs accrued for pre show planning to A.L.P. up to the cancelation date. A.L.P. will cease show planning upon notification.

- 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, Radio Frequency manager, set up, and area access, including keys, for set up, tear down and dud hunts.

- Provide a copy of any specific music and sound system needed for choreography and performance of the final show. If no music is specified ALP will choose a set of music.

- Provide parking arrangements for pyro crew.

- Provide a temporary crowd control barrier and monitors at positions determined by A.L.P. and A.H.J. to prevent spectators and unauthorized persons from entering the fallout area. The crowd line needs to be established for 1-2 days if possible but at minimum 8 hours prior to show time through the next morning. 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 or incase of weather delay to July 5th.

- Arrange to mow and/or pre burn around launch site measuring approximately 700’ radius from the point determined by A.L.P. in order to remove dry ground cover.

- Arrange for a water truck to wet launch area approximately 1 hr before the show start time.

- Know in the case of a cancellation of the show by the sponsor, after the contract is signed and:

  after the show is loaded causing ALP to unload the show, for reasons other than those listed on page 3, the sponsor agrees to pay A.L.P. 100% of the total display price.

  before the show is set up, for reasons other than those listed on page 3, the sponsor agrees to pay A.L.P. 50% 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.**

We recommend you purchase event cancellation insurance due to scenarios described in paragraph 2. (below)

(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. (below) 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. **Cancellation/Postponement before the display set up has commenced:** Should inclement weather or other circumstances that are beyond the control of the Sponsor and/or A.L.P.; extreme rain, hail, extreme snow, ice, fog, cold -10 F or lower, high winds, lightning, or dry conditions creating a significant fire danger, or other extreme conditions or other severe weather, affect the planning or performance of the display, thus causing the Sponsor, 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 to pick a date within 6 months from the date of this contract to reschedule the display, one time, for no additional fees, including insurance transfer, excluding other pre-contracted show dates.

   - If the display is rescheduled for a date after 6 months and before 10 months, a fee of 15% of the total display price will be added. If a display can't be rescheduled before 10 months, it will be considered canceled.

   - Should the Sponsor not wish to reschedule and cancel the display, the Sponsor agrees to pay A.L.P. 50% of the total display price specified in this document. The sponsor must choose one option within 10 business days of postponing.

   - If no postponement date is picked within 10 business days, the default is a cancelation and A.L.P. will be due 50% of the total display price.

3. **Display date weather postponement after the display has been set up** - Should inclement weather or circumstances as described in paragraph 2 (above) cause the Sponsor, Authority Having Jurisdiction or the Lead Pyrotechnician for A.L.P. to cancel the display after the display is set up, A.L.P. will attempt to fire the display on the following day for an additional fee of $300 per day, 2 days maximum, including insurance transfer. The Sponsor agrees to maintain site security until the show is performed.

   - 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 50% on top of the total display price specified in this document for the added labor and transportation expense.

   - Should the Sponsor not wish to reschedule and cancel the display, the Sponsor agrees to pay A.L.P. 50% of the total display price specified in this document.

   **The sponsor must choose one option on the original contracted display date.**

4. **Display date weather cancellation after the display has begun** - Should inclement weather or other circumstances as described in paragraph 2 (above) 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. 100% of 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 undamaged, unfired fireworks product to the Sponsor’s next contract for a comparable event with A.L.P. in the form of credited dollar amount.
NOTICE AND DISCLAIMER

In every show there is an uncertain amount of unfired product (misfires 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 a 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. We take great care in firing the product safely and completely. We don't like taking fireworks back to the shop. :)

A.L.P is not responsible for problems due to legal or illegal RF signal blocking.

The contracted party agrees to contact A.L.P. immediately if any “dud” is found. (They look like plain paper wrapped, 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.

Professional, permitted firework shows are exempt from fire bans.

A.L.P. reserves the right to video and/or 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 Sponsor, A.H.J. and/or 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.), its owners, its employees, its volunteers, and its 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 undersigned agree to and will abide to all pages and provisions of this contract.

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

[Signature]

Date:

**Representative of Town of Timnath**

[Signature]

Date: 8/1/18