

Watertown City CouncilJune 25th, 2019**Agenda Item:** Rails to Trails Fireworks**Request for Action:** Approve Resolution #2019-91; Display Agreement with Flashing Thunder, Inc.**Department:** Shane Fineran, City Administrator**Background:**

The Watertown Lions and Rails to Trails Festival have traditionally donated funds to the City for a fireworks display to the City of Watertown for the Rails to Trails festival. The City must enter into a license agreement for the launch site, and approve an agreement with Flashing Thunder.

Attached is a license agreement to access the launch site. This will enable the fireworks vendor to access a safe launch location which will be visible from the downtown area. The property owner and the property renter have both consented to the display at the field. The City will responsible for any incidental damage to crops up to \$1,000.

As noted above, the Lions have coordinated with Flashing Thunder for a fireworks display. The vendor has agreed to produce a show valued at \$5,695.00 for Friday, July 19, 2019 at 10:15 pm. The vendor will provide the City with a certificate of insurance and is responsible for all permitting associated with the event. The City will also purchase a single event rider for liability coverage related to the display.

Staff recommends adoption of Resolution #2019-91, Approving Agreement for Fireworks Display

Attachments:

Resolution #2019-91 Approving Fireworks Display

Flashing Thunder Agreement

**CITY OF WATERTOWN
RESOLUTION NO. 2019-91**

**RESOLUTION APPROVING SITE LEASE AGREEMENT
AND FIREWORKS DISPLAY AGREEMENT**

WHEREAS, the City of Watertown (the “City”) wishes to sponsor a firework display as part of the Rails to Trails event; and

WHEREAS, the City has evaluated and scheduled a vendor to perform such display; and

WHEREAS, the City and vendor have determined that a location adjacent to the Crow River and near the downtown festival area to be an appropriate launch site; and

WHEREAS, the City has negotiated an agreement to allow for access to the launch site located on private property from the owner and renter; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Watertown, Minnesota, hereby approves and the Fireworks Display Agreement with Flashing Thunder, LLC.

Adopted by the City Council of the City of Watertown this 25th day of June, 2019.

Steve Washburn, Mayor

ATTEST: _____
Lynn Tschudi, Clerk/Treasurer



700 East Van Buren Street, Mitchell Iowa, 50461

CONTRACT FOR SERVICE

This contract is entered into by and between Curt Serbus (MN Certified Pyrotechnic Operator), designated herein as the "Operator", and the **City of Watertown, MN** designated as "Buyer". This contract is effective the date signed by the buyer, listed below.

The Operator, agrees to assist the City of Watertown, MN and will deliver to Buyer, 'ship show' fireworks and applicable insurance from Flashing Thunder Fireworks Inc (Mitchell, IA) on: **July 19, 2019**. Operator agrees to perform the fireworks display safely and in accordance with such Federal, State, and local laws that might be applicable.

Operator agrees 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 required practice of Flashing Thunder Fireworks Inc.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 100 feet per inch of shells diameter. Buyer will provide adequate security monitoring to maintain these distance factors. Buyer also agrees to contact the local Sheriff or Police Department to assist with monitoring as needed. Buyer will have adequate fire protection (local Fire Department) available on location of the display.

It is agreed and understood that Buyer will pay the purchase price of **\$5,695.00** plus sales tax (if applicable), to Flashing Thunder Fireworks Inc for a ship show display with the option to increase the amount of the fireworks display as requested. Any remaining funds after the cost of fireworks, insurance, fees, supplies, fuel and rental have been paid, will be paid to Operator for his services as a Certified Pyrotechnician. This contract is not valid until signed by both parties. In case of weather related delay or cancellation, the deposit is not refundable, an alternate display date will be held on: **July 20, 2019**.

Final payment is due the day of the display.

All payments must be made out to: Flashing Thunder Fireworks Inc.

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%, applied to the balance due 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 Mitchell County, Osage, Iowa, and that Iowa 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 Operator in enforcing its rights under this contract and to collect any unpaid balance.

Certified MN Pyrotechnician, #0819
Curt Serbus
OPERATOR

City of Watertown MN
Shane Fineran
BUYER

By: Curtis J. Serbus

By: _____

Date: 06/06/2019

Authorized Agent

Date: _____