#### RESOLUTION 2022-23 (4-06-2022)

### RESOLUTION BY THE VILLAGE BOARD OF THE VILLAGE OF STURTEVANT AUTHORIZING THE EXECUTION OF A CONTRACT WITH CASPER PYROTECHNICS FOR THE PRESENTATION OF THE JULY 3, 2022 FIREWORKS DISPLAY

WHEREAS, the Village designated funds within the 2022 fiscal year budget for the presentation of a fireworks display/show on July 3, 2022

WHEREAS, the Village has a proposal and contract form Casper Pyrotechnics for the services and presentation of the fireworks display and;

WHEREAS, the Village will need to provide for additional expenditures for the presentation of the fireworks presentation/display such as fencing, portable toilets, services and salary; and

WHEREAS, the Village discussed the fireworks at committee on March 22, 2022 and agreed to move a resolution forward;

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

- That a contract for a Fireworks Display/Show be signed with Casper Pyrotechnics, Inc at a cost not to exceed \$22,000.00 is authorized and approved; and
- 2. That a contract for portable toilet facilities be authorized and approved with a responsible company that provides such services; and
- 3. That the Village purchase any additional supplies and services, such as fencing and stakes, signage, police; and
- 4. That the Village President and the Village Clerk are authorized to sign any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Attest

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 6<sup>th</sup> day of April 2022.

Village of Sturtevant

Michael Rosenbaum, President

Cheryl Zameonik, Village Clerk



### General terms and conditions

The following is a contract between Casper's Pyrotechnic Displays LLC ("CP"), P.O. Box 25 Franksville, Wi 53126, and The Village of Sturtevant 2801 89<sup>th</sup> St. Sturtevant, Wi 53177; for Casper Pyrotechnics to provide a pyrotechnic display for "The Village of Sturtevant" on July 3<sup>rd,</sup> ,2022, 9630 Charles St. Sturtevant, Wi 53177 in the amount of \$22,000.00, and will last for approximately 20 minutes. CP will provide all necessary fireworks for the display, all required equipment needed to fire the display, any permits required, and the skilled and trained operators to set up and shoot the display. The display will be fired electronically, and a soundtrack can be provided to accompany the fireworks if it is so desired at no additional cost.

CP will provide cleanup of the immediate discharge area following the display and safely dispose of any "left over" fireworks devices properly. CP will provide a trash receptacle or shared dumpster for the disposal of any spent fireworks devices, wires, cardboard and other general trash if available.

# **Cancellation policy**

The cancellation policy will be handled on a case-by-case basis. The Village of Sturtevant has the right to cancel the fireworks display due to unfavorable conditions if it is absolutely necessary. If the fireworks display is cancelled after 12:00 PM on the day of the show, then a fee of \$5,500.00 will be payable to CP. If the fireworks display is cancelled and rescheduled for the original contract amount, then a rescheduling fee of \$1,000.00 will apply in lieu of the \$5,500.00 cancellation fee.

# Insurance coverage, liability, and regulatory section

CP will provide a liability policy of \$1,000,000.00 for all fireworks displays and will list additional insureds if requested. CP will hold workers compensation insurance ongoing for its employees. CP will provide documentation as proof of insurance coverage to The Village of Sturtevant once this contract has been accepted. CP will work directly with the Authority Having Jurisdiction in conjunction with the State of Wisconsin for all applicable permits and abide by all regulations by local, state, or federal entities in regard to fireworks displays, storage, handling, and transportation. CP employees are professionally trained competent operators and are experienced in the proper use of fireworks and other pyrotechnic devices.

## **Payment terms**

The Village of Sturtevant will pay \$11,000.00 as a partial payment no later than 30 days upon the signing of this contract. The balance of \$11,000.00 will be paid on the day of the show. All checks should be made to Casper Pyrotechnics. If there is any cancellation of the show due to unfavorable conditions, CP will produce an invoice by August 3<sup>rd</sup>, 2021.



# **Contact information for Casper Pyrotechnics, LLC**

**Thomas Casper** 

262-865-8640 cell

casperspyro@gmail.com email address

Contract accepted and executed by:

Thomas Casper, Owner CP	Date: 3/10/200
Village of Sturtevant Authorized representative	Date:
Printed member name	