

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO CONTRACT AND EXPEND FUNDS
TO AMERICAN FIREWORKS COMPANY IN THE AMOUNT OF \$20,000.00 FOR
THE 2023 FOURTH OF JULY CELEBRATION FIREWORKS DISPLAY**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to employ a qualified fireworks contractor for the Fourth of July Celebration Fireworks Display for 2023; and

WHEREAS, Shane McAvinew, the Director of Parks and Recreation of Mayfield Village, reviewed proposals from fireworks contractors that were received in response to a request for proposals in 2022; and

WHEREAS, American Fireworks Company submitted a proposal for \$20,000.00 for the 2022 Fireworks Display with options for the Village to exercise in 2023 and 2024; and

WHEREAS, in 2022 the Village accepted the proposal from American Fireworks Company and after reviewing the proposals, Shane McAvinew recommends that American Fireworks Company's proposal for 2023 be accepted; and

WHEREAS, the Village of Mayfield, upon the recommendation of the Director of Parks and Recreation, wishes to exercise its 2023 option and accept American Fireworks Company's proposal and enter into contract for the Fourth of July Celebration Fireworks Display for 2023.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts the proposal of American Fireworks Company set out as its 2023 option and approves and authorizes an expenditure of \$20,000.00 to American Fireworks Company for the 2023 Fourth of July Celebration Fireworks Display.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into contract with American Fireworks Company for the 2023 Fourth of July Celebration Fireworks Display.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and

that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it authorizes a time sensitive contract for providing Village services and programs. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: January 23, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: January 23, 2023



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

Display Date(s):

July 1, 2023

CONTRACT

Show No.

S-427

THIS CONTRACT, prepared on the 10th day of January, 2023, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

MAYFIELD VILLAGE, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: PROGRESSIVE INSURANCE, CAMPUS 2 – 300 NORTH COMMONS BLVD, MAYFIELD VILLAGE, OH 44143

on the following date(s):

DISPLAY DAT **JULY 1, 2023**
POSTPONEMENT DATE: **JULY 2, 2023**

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

TWENTY THOUSAND DOLLARS (\$20,000.00)

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit of **TEN THOUSAND DOLLARS (\$10,000.00)** by March 1, 2023. Upon receipt of invoice after the fireworks display(s), CLIENT shall pay the balance of said display(s) on or before due date, by check made payable to **AMERICAN FIREWORKS COMPANY** and mailed to **P.O. Box 1447, Hudson, Ohio 44236**.

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

 INITIALS: _____

The CLIENT acknowledges that the fireworks display herein contracted by and for the CLIENT is created specifically for said CLIENT and produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. Therefore, it is understood and agreed that:

1. Only the DISPLAY COMPANY's lead on-site pyrotechnician and the local Authority Having Jurisdiction (AHJ) shall make the final determination on the day of display if the conditions are conducive for a safe and proper fireworks display. Said decision cannot and will not be made sooner than THREE (3) hours prior to permitted display time.
 - A. If the display is postponed to the next calendar day from the contracted date, there will be a TEN PERCENT (10%) remobilization fee. The CLIENT shall be responsible for overnight security of equipment and/or product until the DISPLAY COMPANY's crew arrives back on site.
 - B. If the display is postponed for any other date, beyond the next calendar day from the contracted date, but still within the contracted year, there will be a TWENTY FIVE PERCENT (25%) remobilization fee.
 - C. If the display is canceled on the contracted date due to adverse conditions for a safe and proper fireworks display, and does not specify a postponement date, the CLIENT will be responsible for FIFTY PERCENT (50%) of the contracted price.
2. The CLIENT may only terminate this contract if the event has been officially canceled and they provide at least ONE HUNDRED TWENTY (120) days written notice of cancellation prior to the contracted display date. In the event that the CLIENT provides DISPLAY COMPANY with written notice of cancellation of the event within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event is less than ONE HUNDRED TWENTY DAYS (120) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.
3. In the event of a pandemic, the CLIENT may provide written notice to cancel the display FOURTEEN (14) days prior to contracted display, with no penalties, upon written verification from the State or Local Health Department that it has ordered the event to be terminated due to a pandemic restriction. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

ROBERTO SORGI, President

MAYFIELD VILLAGE
CLIENT

→ Brenda T Bodnar Mayor
SIGNATURE OF REPRESENTATIVE/AGENT

→ Brenda T. Bodnar 1.23.23
PRINTED NAME DATE
STEPHEN SCHUTT 1.23.23
STEPHEN SCHUTT DATE
COUNCIL PRESIDENT