

**AN EMERGENCY RESOLUTION  
AUTHORIZING MAYFIELD VILLAGE  
TO ENTER INTO A CONTRACT AND EXPEND FUNDS TO  
AMERICAN FIREWORKS COMPANY IN THE AMOUNT OF \$20,000.00  
FOR THE 2025 FOURTH OF JULY 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 Fireworks Display for 2025; and

WHEREAS, Shane McAviney, the Director of Parks and Recreation of Mayfield Village, solicited proposals from fireworks contractors; and

WHEREAS, American Fireworks Company submitted a proposal for \$20,000.00 for the 2025 Fireworks Display with options for the Village to exercise in 2026 and 2027; and

WHEREAS, American Fireworks Company has provided the Village Fireworks Display for the last 3 years; and

WHEREAS, the Village of Mayfield, upon the recommendation of the Director of Parks and Recreation, wishes to accept American Fireworks Company's proposal and enter into contract for the Village's Fourth of July Fireworks Display for 2025.

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

SECTION 1. The Council of Mayfield Village hereby accepts the 2025 proposal of American Fireworks Company and approves and authorizes an expenditure of \$20,000.00 to American Fireworks Company for the 2025 Fourth of July Fireworks Display.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into a contract with American Fireworks Company for the 2025 Fourth of July 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 a Village event. 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: February 17, 2025

Second Reading: Suspended, 2025

Third Reading: Suspended, 2025

PASSED: February 17, 2025



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):

June 28, 2025 – June 27, 2026 – June 26, 2027

# CONTRACT

Show No.

S- 427

THIS CONTRACT, prepared on the 16 day of January, 2025, 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 DATES: JUNE 28, 2025 – JUNE 27, 2026 – JUNE 26, 2027**

**POSTPONEMENT DATES: JUNE 29, 2025 – JUNE 28, 2026 – JUNE 27, 2027**

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

**TWENTY THOUSAND DOLLARS (\$20,000.00) PER DISPLAY YEAR**

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, 2025 for the first display year. A FIFTY (50%) PERCENT DEPOSIT WILL BE DUE ON OR BY MARCH 1<sup>ST</sup> OF EACH ADDITIONAL CONTRACT YAR. CLIENT shall pay the balance of said display(s) no later than TEN (10) business days prior to your display. Payments can be made by electronic payment or 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: \_\_\_\_\_

**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.**

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

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE/AGENT

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**MAYFIELD VILLAGE, OHIO  
PROPOSAL FORM  
FOURTH OF JULY FIREWORKS SHOW 2025**

Mayor Brenda Bodnar  
Mayfield Village  
6622 Wilson Mills Road  
Mayfield Village, Ohio 44143

The undersigned, having read, understood and being familiar with the enclosed documents consisting of 8 pages of Scope of Services, General Requirements, Fireworks Display Content, Contract Requirements, Terms and Conditions, Proposal Submittal Instructions hereby offers to furnish and set up all materials, supplies and equipment to produce the required Fourth of July Fireworks Show ~~2019~~ <sup>2025</sup> in strict accordance with the enclosed documents, with exceptions noted herein all of which are ~~made~~ <sup>made</sup> part of this order. The services and goods specified are offered as a complete show packaged price as quoted and submitted on page 2 of 2 of the Proposal Form.

Name of Business American Fireworks Company

Address 7041 Darrow Road, Hudson, Ohio 44236

Authorized Name Roberto Sorgi

Authorized Signature Roberto Sorgi

Date: 01/14/2025

The Parties have executed this agreement on the respective dates shown by their signatures.

**Provider**

Date: 01/14/2025

Roberto Sorgi  
Signature

**Mayfield Village**

Date: \_\_\_\_\_

\_\_\_\_\_  
Brenda T. Bodnar, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen Schutt, Council President

Approved: \_\_\_\_\_

**2025 Fourth of July Fireworks Show**

A complete Fireworks Show on TBD or subsequent rain date at the Mayfield Village Parkview Recreation Area:

American Fireworks Company

(Contractor Name)

in the amount stated below.

PYROTECHNIC SHOW:

\$20,000 per year

ANTICIPATED TIME FOR DELIVERY OF FIREWORKS DAY OF EVENT:

11:00 AM

**Please attach a show breakdown including but not limited to types, size, colors, etc.**

Insurance Company information:

CERTIFICATE OF INSURANCE

Name: Britton Gallagher & Associates

Address: 1375 East 9th Street, Floor 30

City, State, Zip: Cleveland, Ohio 44114

Telephone: 216-658-7100

Contact Name: Reed Trend

Attached to and made a part of the proposal are:

**\* Proposed pyrotechnic show indicating sizes, types and colors of shells, manufacturer and quantity as applicable.**

\* Contract for review.

\* Subcontractors information.

\* References.

\* Company history & experience.

## American Fireworks Company History

In 1899, a young man named Vincenzo Sorgi decided to leave his home in Avenzzano, Italy and come to the United States. After a series of jobs, the last of which was laying track for the Pennsylvania Railroad, he found himself in Hudson, Ohio. In 1902 he started the American Fireworks Company and became the fourth generation of his family to be involved in the field of pyrotechnics.

Starting out in one small building, he quickly gained recognition for his handmade products of beauty and quality. In 1929, "Jimmy the Bomb" (as his friends referred to him) gained worldwide recognition by becoming one of the first attempting to shoot a rocket to the moon. Though never achieving his goal, his designs and plans closely parallel those used today and he was regarded as an innovator, well ahead of his time.

Today, over a century later, things at American Fireworks have changed very little. The business is still family owned and operated. Vincenzo's son Jim and grandson John guided it from the late 20's to the early 2000's; they were the fifth and sixth generations of the Sorgi fireworks family. Now, over a hundred years later, Jim's wife Nancy, John's wife Mercy and the seventh generation of Sorgi's, his three great grandsons Jamie, John and Roberto, are carrying on the family's passion. Over their seven generations they have always tried to raise the bar in terms of quality and most importantly safety.

Vincenzo's one building on 1/2 acre has grown into more than 60 buildings on 70 acres. Customers that numbered no more than a dozen are now in the thousands. Yet the special formulas, handmade craftsmanship, and unique touch for each show are still hallmarks of the company. Although they are no longer trying to shoot rockets to the moon, their firework displays are still like Vincenzo said, "ahead of their time."