



CITY of NOVI CITY COUNCIL

Agenda Item L
October 22, 2018

SUBJECT: Approval of request for Fireworks Display Permit by City of Novi Parks, Recreation and Cultural Services, to be operated by ACE Pyro, on Friday, November 30, 2018 for the Light Up the Night community event, subject to final approval as to form by City Manager and City Attorney.

SUBMITTING DEPARTMENT: City Clerk *[Signature]*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Parks, Recreation and Cultural Services (PRCS) would again like to include a fireworks display by ACE Pyro on Friday, November 30, 2018 as part of the annual Light Up the Night community event.

The show will be launched from Ella Mae Power Park and will be visible throughout the Civic Center campus. ACE Pyro is a reputable company that has previously done fireworks shows for the City.

The Michigan Fireworks Safety Act requires the applicant to furnish adequate insurance coverage with the Fireworks Permit Application. The Certificate of Liability Insurance is acceptable and provides an endorsement listing the City of Novi as an Additional Insured. Final confirmation of coverage will be required the day of the event as well.

The Novi Fire Department has conducted a site inspection and an additional inspection will occur once the show is complete. Additional Police and Fire Department personnel will be assigned for the duration of the event to assure that all safety measures and processes are adhered to according to the fireworks permit.

RECOMMENDED ACTION: Approval of request for Fireworks Display Permit by City of Novi Parks, Recreation and Cultural Services, to be operated by ACE Pyro, on Friday, November 30, 2018 for the Light Up the Night community event.



October 2, 2018

TO: Courtney Hanson, Novi City Clerk

FROM: Fire Marshal Kevin S. Pierce

RE: Application for Fireworks Display Permit, Novi Light up the Night, on the grounds of City Hall, 45175 Ten Mile Rd. November 30, 2018.

The permit application to conduct a fireworks display has been reviewed for compliance with the following laws and codes:

2012 International Fire Code (City adopted Fire Prevention Code)
P.A. 328 of 1931 as Amended, State of Michigan Fireworks Law
NFPA 1123, Code for Fireworks Display

The above application is **RECOMMENDED for APPROVAL**.

- 1) Vendor for the display is Ace Pyro, contact is Michael Freeland.
- 2) Absolutely no smoking or use of open flames in the safety zone.
- 3) All unauthorized personnel and the general public will be kept away from the fireworks firing area and the safe zone before, during and after the display, the safety zone for this event is the softball diamonds and is subject to change due to weather and crowd conditions.
- 4) The storage method and location of the fireworks prior to the show shall be provided and shall be in compliance with NFPA 1123, at no time shall the storage of fireworks be left unattended.
- 5) The firing method of the pyrotechnics devices shall be by electronic means only.
- 6) It shall be the responsibility of Ace Pyro to inspect the fallout area immediately after the show as well as the following morning for any hazardous debris or unexploded shells.
- 7) The installation of the motor tubes and racks or other launch devices shall be inspected prior to the loading of any pyrotechnic device by a fire department representative.

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Wayne Wrobel

Laura Marie Casey

Gwen Markham

Kelly Breen

City Manager
Peter E. Auger

Director of Public Safety
Chief of Police
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Assistant Chief of Police
Erick W. Zinser

Assistant Chief of Police
Scott R. Baetens

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

This fireworks show is proposed to have 4.0" shell as the largest shell to be shot off. This review and approval is based on this information and the submittal by Ace Pyro. **At no time shall a shell larger than 4.0" be used in this show.**

It shall be noted, that whenever, in the opinion of the Director of Fire and EMS or his designee, any hazardous condition exists, the fireworks display shall be postponed until the condition is corrected. In addition, if high winds, precipitation, or other adverse weather condition prevail such that a significant hazard exists in the opinion of the Director of Fire and EMS or his designee or the operator, the fireworks display shall be postponed until weather conditions improve to a reasonable level.

Sincerely,

A handwritten signature in black ink, appearing to read 'KSP', with a long horizontal flourish extending to the right.

Kevin S. Pierce-Fire Marshal
City of Novi – Fire Dept.

cc.file



Contract Service Agreement

This contract is between ACE Pyro, LLC (herein referred to as "ACE"), a Michigan based company with its principal place of Business at 13001 E. Austin Rd, Manchester, Michigan 48158 AND

Name of Sponsoring Organization: City of Novi – Light Up the Night
(Herein referred to as "Sponsor")

Sponsor Contact Name: Cristin Spiller

Mailing Address of Sponsor: 45175 Ten Mile Road, Novi, MI 48375

Email Address of Sponsor: cspiller@cityofnovi.org Sponsor Phone: 248-347-0474

Billing Contact Name: Same as above
(If different from above)

Billing Address: Same as above
(If different from above)

Billing Email Address: Same as above Billing Phone: Same as above
(If different from above) (If different from above)

ACE will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties in the proposal, attached as Exhibit A hereto.

1. Display(s):

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due Date
<u>November 30, 2018</u>	<u>N/A</u>	<u>\$4,000</u>	<u>\$2,000</u>	<u>w/ contract</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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2. Contract Period:

This contract will be for one fireworks display.

3. Budget:

If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.

4. Payment(s):

Deposits of 50% are due 120 days prior to each display date. If the contract is entered into less than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full payment is due 5 days prior to each display date. The display shall not be fired until payment in full is made, or other arrangements confirmed.

NOV 28 2013
CITY CLERK'S OFFICE
CITY OF NOVI



5. Licenses & Insurance:

ACE shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers' compensation as required by law to conduct professional fireworks displays. ACE shall supply a certificate of general liability insurance in the amount of \$10,000,000 naming the Sponsor as additional insured, attached as Exhibit B hereto.

6. Inclement Weather:

ACE will make every attempt to execute all fireworks displays as scheduled. ACE reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsor shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date (if any). The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date (if any) must fall within 90 days of the original display date or the display is subject to permanent cancellation.

7. Cancellation:

The following fees schedule will apply should the Sponsor elect to cancel the display which is the subject of this contract. Cancellation 120 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 120 days of the display date shall result in a cancellation fee of 25%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

8. Safety & Workflow:

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display ACE will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor shall conduct a final inspection of the display fallout area the morning following the display. Following the display, ACE shall be solely responsible for policing of the display setup area and for the removal of unexploded fireworks and the cleanup of material debris, the removal of any equipment from the display set up area, and the refilling of holes created by ACE or on behalf of ACE within the display setup area.

9. Security:

The Sponsor and ACE will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by a member of the fireworks setup crew. During the display, the Sponsor agrees to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until ACE advises that security is no longer necessary. ACE reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

10. Marketing:

ACE may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, ACE will seek approval from Sponsor before making such invitations. In return for marketing privileges ACE may donate products and services to enhance the display.



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11. Force Majeure:

ACE will take all reasonable steps to complete its obligations under this contract. However, ACE shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

12. Hold Harmless:

ACE agrees to indemnify and hold harmless the Sponsor, its agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are the subject of this agreement. The Sponsor agrees to give ACE prompt notice of any claims or demands and to cooperate with ACE, its insurance carrier, or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

The Sponsor agrees to indemnify, and hold ACE harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this agreement which is caused by the Sponsor and/or its agents, servants or employee's negligence or failure to adhere to its responsibilities under this agreement.

13. No Partnership/Joint Venture:

This agreement shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

14. Terms & Conditions:

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by ACE.



Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Jeff Muck
Name

Director of Parks, Recreation and Cultural Services
Title

248-347-0400
Work Phone

517-404-2931
Cell Phone

jmuck@cityofnovi.org
Email Address

Contract accepted on behalf of **Sponsor:**

Signature

Robert J. Gatt
Please Print Name

Mayor
Please Print Title

Date

Contract accepted on behalf of **ACE:**

Signature

Nicole Coughlin
Please Print Name

Display Coordinator
Please Print Title

Date



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Nicole Coughlin
Signature

Nicole Coughlin
Please Print Name

Display Coordinator
Please Print Title

10/4/2018
Date



Packing List- Order #038126

Page 1 of 1

Shipped From:

ACE Pyro
13001 E Austin Rd
Manchester, MI 48158

(877) 223-3552

Bill To:

ACE Pyro, LLC
Michael Freeland
PO Box 2
Manchester, MI 48158

4-MI-161-20-0D-12625
+1 (248) 417-5559

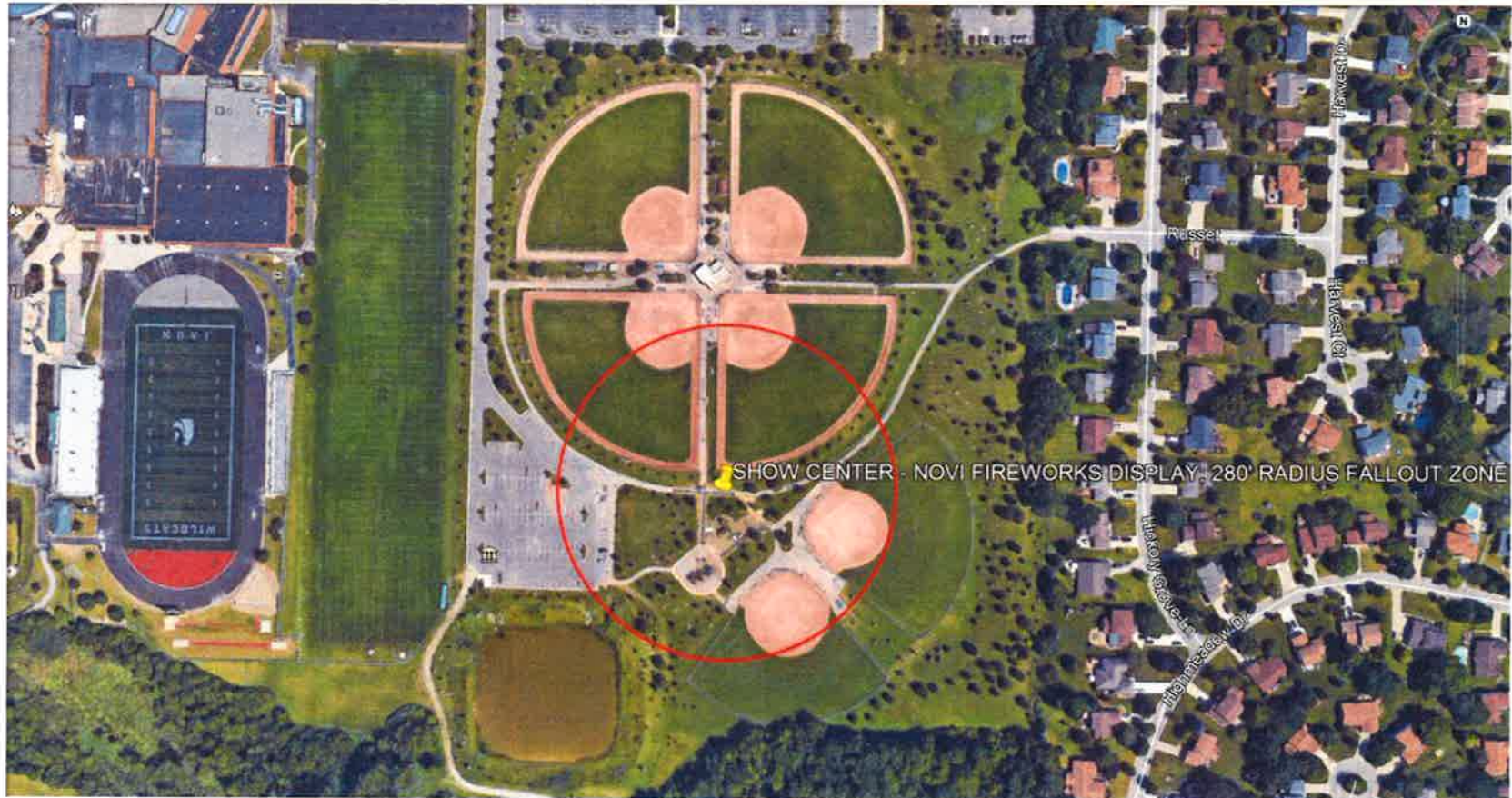
Pick-up at ACE Pyro:

Display - Novi Light Up The Night
11/30/2018

Qty	Part Number	Manufacturer	Description	Pkg
Professional Fireworks				
5	3mmatch-p	Dominator	3 Meter Electric Match (40 Pack)	40/1
1	3CP100A-A-20	Crown Pyro	3" Assorted Shells-A w/Tail (20 Effects)	20/1
1	3CP100A-A	Crown Pyro	3" Assorted Shells-A w/Tail (36 Effects)	72/1
1	4CP100A-A	Crown Pyro	4" Assorted Shells-A w/Tail (18 Effects)	36/1
1	4CP100A-B	Crown Pyro	4" Assorted Shells-B w/Tail (18 Effects)	36/1
1	25CPC270	Crown Pyro	2.5" Chained Thunder "Flights" Assortment w/Tail (Chains of 3)	32/3
1	3CPDC272	Crown Pyro	3" Chained Colorful Dahlia (Pink, Lemon, Aqua) (2 sec. delay)	6/12
1	25CPP110	Crown Pyro	2.5" Assorted Peanut Shells (10 Effects)	60/2
Equipment & Supplies				
1	SE22AWG500	Seminole	22 Gauge Duplex Wire (Yellow) 500 ft Spool	1/1



NOVI - LIGHT UP THE NIGHT
NOVEMBER 30, 2018 - 45175 W 10 MILE RD NOVI, MI 48375
DISPLAY SITE MAP



2018 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO			AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burmeister Rd, Saline, MI 48176			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC			
ADDRESS 9700 Burmeister Rd, Saline, MI 48176			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 300 assorted aerial display shells 2.5" - 4"			
EXACT LOCATION OF DISPLAY OR USE 45175 W 10 Mile Rd Novi, MI 48375			
CITY, VILLAGE, TOWNSHIP City of Novi		DATE November 30, 2018	TIME 18:00 - 21:00 hrs
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			AMOUNT 10,000,000

Issued by action of the Legislative Body of a <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____	
_____ <small>(Signature and Title of Legislative Body Representative)</small>	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Novi, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof per form attached. 30 Day Notice of Cancellation applies per form attached.

Event Location: 45175 W 10 Mile Rd Novi, MI 48375

Event Date: 11/30/2018 RD: N/A

BUT ONLY WITH RESPECT TO THE OPERATIONS OF THE NAME INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.