

CITY of NOVI CITY COUNCIL

**Agenda Item E
November 23, 2015**

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, December 4, 2015 for the community event, Light Up The Night, subject to final approval as to form by City Manager and City Attorney.

SUBMITTING DEPARTMENT: City Clerk *ads me*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Parks, Recreation and Cultural Services (PRCS) plans to enhance the annual Light Up the Night community event with the addition of a fireworks display sponsored by Bright House Networks. The Fireworks Display will be operated by ACE Pyro on Friday, December 4, 2015 immediately following the tree lighting ceremony at 6:15 pm (weather permitting).

The five to seven minute 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 done local firework shows for the communities of Highland Twp., Whitmore Lake Twp., City of Trenton and Village of Lake Orion. They also produced shows for the outdoor winter events, 2014 NHL Winter Classic and the 2010 Big Chill.

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 process 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, December 4, 2015 for the community event, Light Up The Night, subject to final approval as to form by City Manager and City Attorney.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

2015

Application for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, 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 agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

<input type="checkbox"/> Agricultural or wildlife fireworks	<input type="checkbox"/> Articles Pyrotechnic	<input type="checkbox"/> Display Fireworks
<input type="checkbox"/> Special effects manufactured for outdoor pest control or agricultural purposes	<input type="checkbox"/> Public Display	<input type="checkbox"/> Private Display

NAME OF APPLICANT	ADDRESS	AGE (18 or over)
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IF A CORPORATION, NAME OF PRESIDENT	ADDRESS
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IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT	ADDRESS	TELEPHONE NUMBER
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NAME OF PYROTECHNIC OPERATOR	ADDRESS	AGE (18 or over)
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NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE
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NAME OF ASSISTANT	ADDRESS	AGE
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NAME OF OTHER ASSISTANT	ADDRESS	AGE
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EXACT LOCATION OF PROPOSED DISPLAY


DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
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MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT
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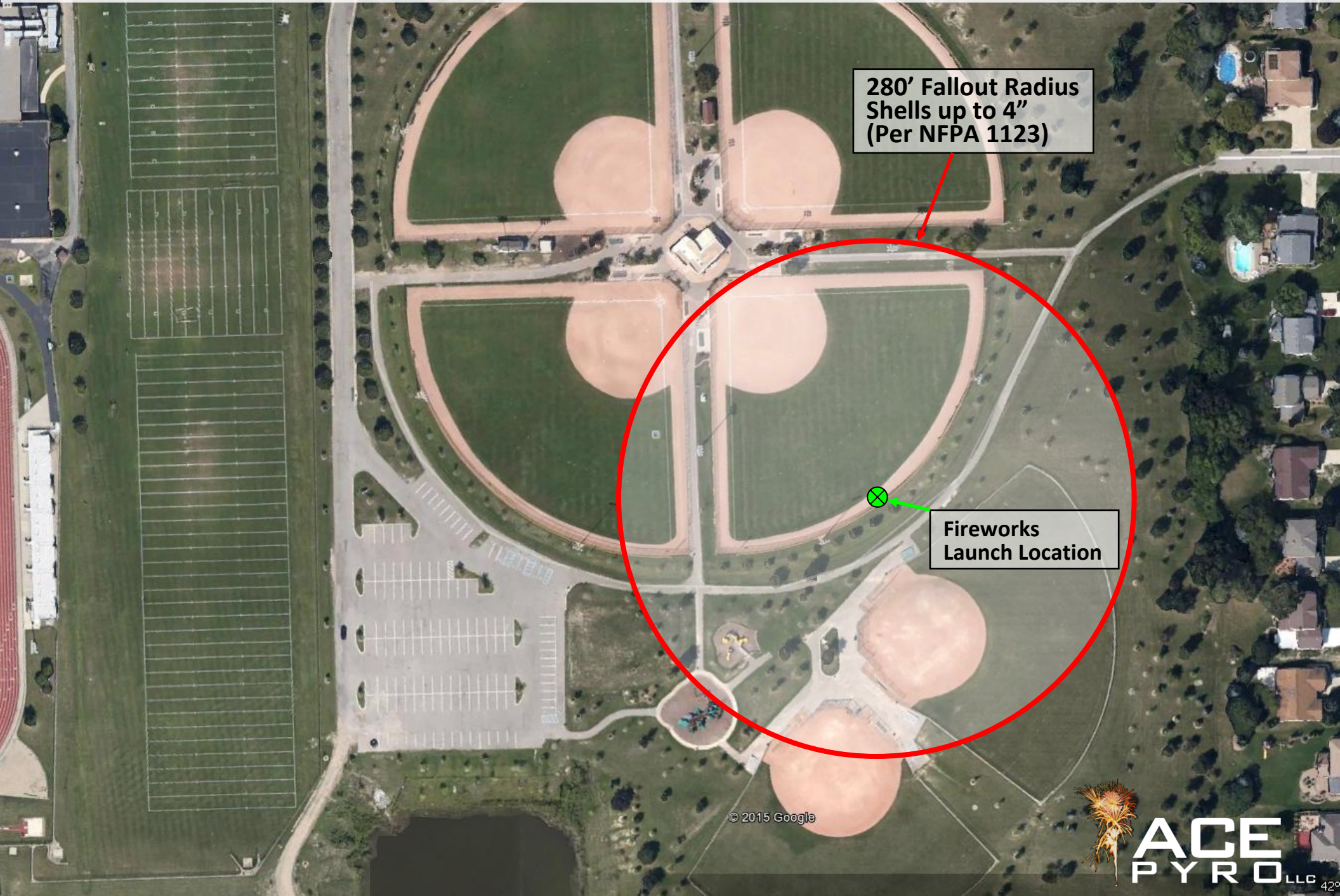
AMOUNT OF BOND OR INSURANCE (To be set by local government)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
---	--

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED

SIGNATURE OF APPLICANT 	DATE
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Novi Light Up The Night 2015 Fireworks Site Map



280' Fallout Radius
Shells up to 4"
(Per NFPA 1123)

Fireworks
Launch Location

© 2015 Google



2015

Permit for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, 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 agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

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.

Public Display

ISSUED TO		AGE (18 or over)
ADDRESS		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS		
EXACT LOCATION OF DISPLAY OR USE		
CITY, VILLAGE, TOWNSHIP	DATE	TIME
BOND OR INSURANCE FILED <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT	

Issued by action of the Legislative Body of a

City Village Township of _____ on the _____ day of _____

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID FOR THE YEAR SHOWN ONLY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2015

PRODUCER Phone: 425-455-5640 Fax: 425-455-6727
 The Partners Group Ltd
 11225 SE 6th St., Suite 110
 Bellevue WA 98004

INSURED
 Ace Pyro, LLC
 13001 E. Austin Rd
 Manchester MI 48158

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: T.H.E. Insurance Company	12866
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP010442901	11/1/2015	11/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP010442901	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ELP001174701	11/1/2015	11/1/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The following are Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract.
 Event Location: 45175 W 10 Mile Rd Novi, MI 48375
 Event Date: 12/4/2015 RD: N/A
 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

CERTIFICATE HOLDER

City of Novi
 Ten Mile Rd.,
 Novi MI 48375

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



November 12, 2015

TO: Maryanne Cornelius, Novi City Clerk

FROM: Fire Marshal Joseph Shelton

RE: Application for Fireworks Display Permit, Novi Light up the Night, on the grounds of City Hall , 45175 Ten Mile Rd.. – December 4, 2015

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 mortar 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

Brian Burke

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
Jerrod S. Hart

Assistant Chief of Police
Erick Zinser

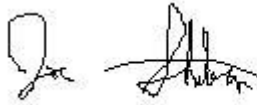
Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

This fireworks show is proposed to have a 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 conditions 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 'Joe Shelton', with a stylized flourish at the end.

Joseph Shelton
Fire Marshal - City of Novi



Contract Service Agreement

This contract, 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
(Herein referred to as "Sponsor")

Address of Sponsor: 45175 Ten Mile Rd., Novi, MI 48375

Billing Address of Sponsor: _____
(If different from above)

Is to supply the professional fireworks display(s) listed below including all materials, equipment, labor, and insurance as detailed in the 2015 Novi Light Up The Night fireworks display proposal, attached as Exhibit A.

1. Display(s):

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due Date
<u>12/4/2015</u>	_____	<u>\$4,000</u>	<u>0</u>	<u>day of event</u>

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):

A deposit of at least 25% must be forwarded to ACE at least 120 days prior to each display listed in section 1. If the contract is entered into less than 120 prior to the display, a deposit must be forwarded upon entering into the contract. The final payment may be made any time prior to the firing of the display.

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 \$5,000,000, naming the Sponsor as additional insured. The certificate, attached as Exhibit B, shall apply to the display date(s) as listed in section 1 and the day following the display for the purposes of final site inspection.



6. Inclement Weather:

ACE reserves the right to postpone the display for safety hazards caused by inclement weather. Should inclement weather force postponement of the display, the Sponsor shall cover the additional expenses reasonably incurred by shooting the display on a mutually agreed upon alternate date. This amount will not exceed 10% of the display budget. A fee of 25% of the display budget will be charged should Sponsor elect not to reschedule the display.

7. Safety, Performance Standards & 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. In addition, all ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances will any person under the influence of drugs or alcohol be allowed within the setup area.

8. 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.

9. Site Cleanup

Following the display, ACE shall be solely responsible for policing of the display setup area and the removal of unexploded fireworks, the removal of any equipment and the cleanup of material debris associated with the fireworks display. ACE shall inspect the display fallout area both immediately following the display and the following morning. The Sponsor understands that while ACE will endeavor to leave the display setup area free from debris, small bits of inert paper may remain scattered throughout the display area.

10. Marketing:

ACE may use this display for promotional use, including but not limited to videotaping the display and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. In return, ACE will donate products and services to enhance the display.

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 shall be liable for any injury or damage occurring on account of the performance of its work under this agreement. To the fullest extent permitted by law, ACE agrees to defend, pay on behalf of, indemnify and hold harmless the City of Novi, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Novi, against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the



City of Novi, its elected and appointed officials, employees, volunteers or other working on behalf of the City of Novi, by reason of personal injury, including without limitation bodily injury or death, and/or property damage which arises out of or is in any way connected or associated with the services performed by ACE under this agreement.

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



Sponsor Contact Information

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

Jeff Muck
Name

Director of parks, Recreation and Cultural Services
Title

248.347.0402
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

Andrew Espenshade
Please Print Name

Display Sales & Production Manager
Please Print Title

Date