

**Board of Public Works and Safety
Agenda
Monday, June 1, 2020: 11:30 a.m.**

- **Roll Call**

- **Approval of Minutes**

- **Unfinished Business**

- **New business**
 - **Street Closing for Club Madison Wrestling 5K**

 - **Street Closing for Fireworks and Food Fest**

 - **Lightning Bug Theatre Contract for Movies**

 - **Zambelli's Fireworks Contract**

 - **PACE Extension Requests: 703 W. Main and 207 E. Main**

- **Claims**

- **Public Comment**

- **Adjourn**

- **Next meeting: Monday, June 15, 2020 @ 11:30 a.m.**

BOARD OF PUBLIC WORKS

MAY 18, 2020

The Board of Public Works and Safety, City of Madison, Indiana, met in regular session at 11:30 AM in the Council Chamber, City Hall. Present: Eaglin, Courtney and Carlow. (3-0).

NEW BUSINESS:

Carlow made a motion to approve the May 4, 2020 minutes, seconded by Courtney. All in favor, motion carried (3-0).

RESOLUTION NO. 31-2020

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING A STREET CLOSING

Eaglin made a motion to approve Resolution No. 31-2020, seconded by Carlow. All in favor, motion carried (3-0).

Brian Jackson came before the board with Sarah Prizio of Commonwealth Engineers to present tank inspection quotes for the City's six existing drinking water storage facilities.

The quote from Pittsburg Tank & Tower Group of \$19,110.00 was recommended for approval from the board.

Eaglin made a motion to approve the quote from Pittsburg Tank, seconded by Courtney. All in favor, motion carried (3-0).

Jackson then presented a sewer rate adjustment request from 416 W. Main Street in the amount of \$1,013.81 due to a water leak.

Eaglin made a motion to approve the adjustment, seconded by Carlow. All in favor, motion carried (3-0).

Another adjustment request was presented for 713 Seminary Street in the amount of \$904.89 due to a water leak.

Carlow made a motion to approve the adjustment, seconded by Eaglin. All in favor, motion carried (3-0).

Nicole Schell presented a final PACE disbursement request for 315 Central in the amount of \$2,516.00.

Eaglin made a motion to approve the disbursement, seconded by Carlow. All in favor, motion carried (3-0).

Schell then presented 17 new PACE applications for new projects and the dollar amount requested. They are as follows:

213 Jefferson St.-\$3,760.63
618 W. Second St.-\$7,500.00
305 E. Fourth St.-\$3,875.00
119 East St.-\$4,022.20
311 E. Second St.-\$6,262.50
411 Jefferson St.-\$7,500.00
306 Jefferson St.-\$9,731.50
135 E. Main St.-\$7,500.00
415 E. Third St.-\$7,500.00
505 Walnut St.-\$25,000.00
507 Walnut St.-\$25,000.00
520 Mulberry St.-\$25,000.00
928 Park Ave.-\$15,614.05
622 West St.-\$25,000.00
707 E. Main St.-\$7,500.00
409 E. Third St.-\$20,171.00
841 W. Main St.-\$7,500.00

These PACE grants total \$208,436.88 into revitalization of downtown.

Eaglin made a motion to approve all the grants, seconded by Carlow. All in favor, motion carried (3-0).

Courtney thanked the PACE board for all their due diligence and hard work on the reviews. The one-year extension would go to May 20, 2021. The amount of the grant is \$4,800.00.

Carlow made a motion to approve the claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

Next meeting is Monday, June 1, 2020 at 11:30 AM.

Eaglin made a motion to adjourn, seconded by Carlow. All in favor, motion carried (3-0).

Meeting adjourned at 12:00 pm.

Mayor Bob Courtney

David Carlow

Karl Eaglin

ATTEST

Rick Berry, Clerk Treasurer

RESOLUTION NO. _____ -2020

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING A STREET CLOSING FOR THE
CLUB MADISON WRESTLING**

WHEREAS, there has been a request filed by Dustin Bentz on behalf of Club Madison Wrestling for a street closing for said group in connection with the Madison Wrestling 5K to be held on Saturday, July 11, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that Vaughn Drive between Vernon Street and West Street shall be closed from 5:00 a.m. to 7:00 a.m. on Saturday, July 11, 2020.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said street as closed shall be under the supervision and control of the Club Madison Wrestling at the times noted above for the year 2020.

ADOPTED this _____ day of June, 2020.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Rick Berry, Clerk-Treasurer

RESOLUTION NO. _____ -2020

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING STREET CLOSINGS FOR THE
CITY OF MADISON FIREWORKS AND FOOD FEST**

WHEREAS, there has been a request filed by Hannah Fagan on behalf of City of Madison, Indiana for street closings in connection with their Fireworks Show and Food Festival to be held July 4, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that the following streets shall be closed on Saturday, July 4, 2020, from 8:00 a.m. to 12:00 Midnight:

- 1) Vaughn Drive between Ferry Street and Vernon Street;
- 2) West Street south from First Street to Vaughn Drive; and
- 3) Central Avenue south from First Street to Vaughn Drive.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said streets as closed shall be under the supervision and control of the City of Madison, Indiana at the times noted above for the year 2020.

ADOPTED this _____ day of June, 2020.

Bob G. Courtney, Chairman

Karl Eaglin, Member

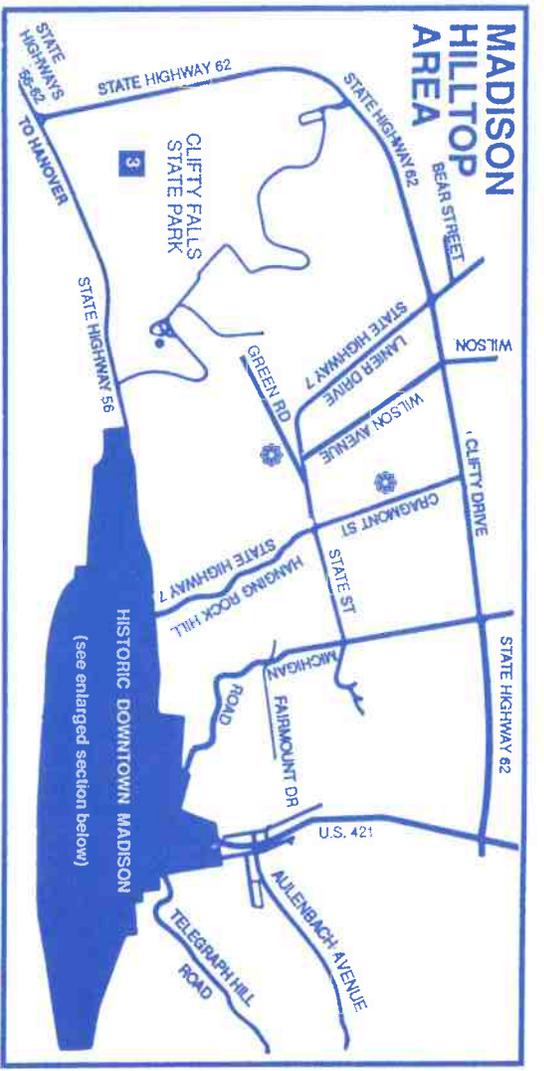
David Carlow, Member

(SEAL)
ATTEST:

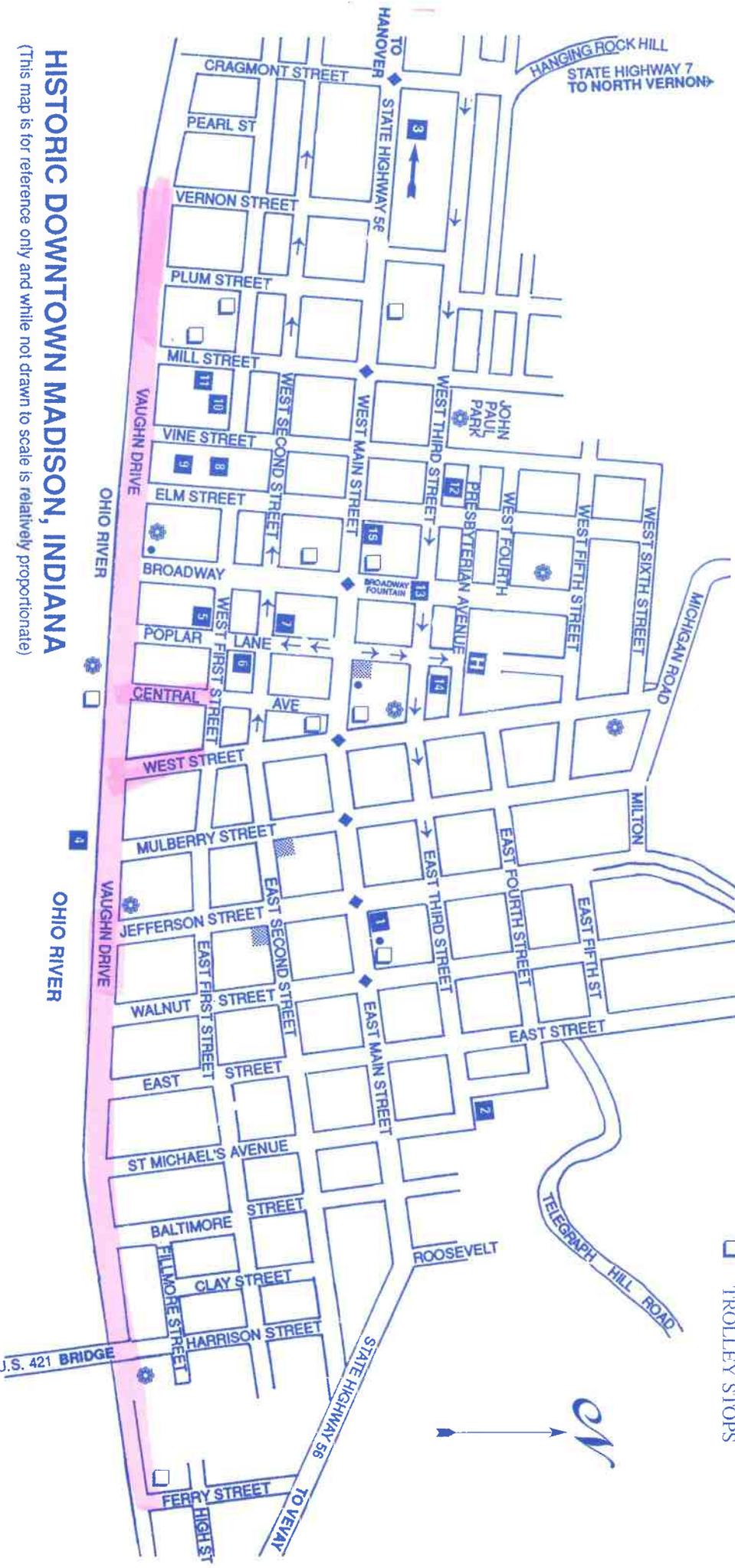
Rick Berry, Clerk-Treasurer



VISITOR'S REFERENCE MAP OF MADISON INDIANA



- LEGEND**
- 1 VISITOR INFORMATION
 - PUBLIC RESTROOMS (Accessible to handicap-wheelchairs)
 - ◆ TRAFFIC LIGHTS
 - PARKING LOT
 - H HOSPITAL
 - ⇄ ONE WAY STREETS
 - ⊠ CITY PARKS
 - TROLLEY STOPS



HISTORIC DOWNTOWN MADISON, INDIANA
(This map is for reference only and while not drawn to scale is relatively proportionate)

BakeBean Productions L.L.C. dba

"Lightning-Bug Theatre"

Quality of Vision and Execution
2105 Wyandotte Drive, Lima, Ohio
419-234-4155

email: mbaker@woh.rr.com

Personal Services Agreement

Agreement made between BakeBean Productions L.L.C. (dba Lightning Bug Theatre, hereby referred to as LBT) and City of Madison Indiana (hereinafter referred to as 'PURCHASER').

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages LBT and the LBT hereby agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth, including those entitled "Additional Terms and Conditions".

1. Place of Engagement: Jefferson County Fairgrounds Contact person: Hannah Fagen

2. Engagement date(s): see below

Time: all shows begin at dusk when viewing is acceptable Type: outdoor drive-in style movie, 40-foot screen, generator, FM transmitter included. DVD of movie to be provided by the customer (Madison)

3. Number of shows: 5, May 29-30, June 20-21, July 2nd 2020.

5. Agreed total price \$6450 Form of Payment: **Check or cash** Payment to be made to Mike Baker or his representative by Hannah Fagen or her designee who will be solely responsible for total payment. Total due upon receipt of contract, OR deposit of \$3225 to be returned with this signed contract by: May 27th 2020, **payable and sent to BakeBean Productions LLC, 2105 Wyandot Drive, Lima, Ohio 45806**. Deposits are non-refundable. Return one copy of contract, signed, and the payment, to the above address. Balance if paying installments is \$3250 and payable to BakeBean Productions LLC, and is due as installments of \$650 at the beginning of the engagement before the setup at each event, or in the mail prior to the event.

6. Additional terms and conditions: Purchaser is responsible for providing a licensed film for showing. Please provide the cell phone number of the person in charge of the on-site event. Cell# _____ We require 4-6 able bodied men at setup and 2-3 at shows end to help stow this screen. It is very heavy. Please make sure that helpers do stay around for help at the end. Thanks_

PURCHASER

Lightning Bug Theatre

The above signatures confirm that the parties have read and approve each of and all of the additional terms and conditions. **Are the date, time, and location correct??!** Thanks for your business.

Lightning Bug Theater Contract Rider

Please read and understand the following conditions, and sign/date the bottom of the rider. If you have any questions, please bring them up promptly. Thanks.

1. **LOAD IN:** Purchaser will provide accurate directions to the site, and access to the site by at least 4 hours prior to the showing. The location must have an accessible same-level load-in area, or an elevator to transport equipment. A set up and tear down crew of 4 people is required to help for one hour, at load-in and load-out. These can be volunteers, high school kids, etc. This also means making sure you have people available after the movies that are going to stick around. Be sure to provide us in advance the cell phone number of the person in charge of helpers. This is NOT physically demanding.
2. **SET UP:** The screen must be placed on a clean, dry, level surface at least 40 ft. wide, with access to the show area by vehicles. The location must provide a minimum setup area of 40'x40', and a minimum ceiling clearance, if applicable, of 30 feet. Stakes will be inside of a roughly 60x50ft. area. The 3/4 inch thick stakes must be 18 inches into the ground. If the location is not on dirt or grass, the purchaser must provide suitable ballasts of at least 500 lbs at 4 spots around the screen. These can be water filled barrels, etc. Please contact us in advance if we are setting up on pavement/concrete/etc. The location must be free of any aerial or ground obstructions 30 feet high and 30 feet behind the screens. Please advise us if there are any utilities/water lines/pipes etc. 24 inches or less depth in the area of the screen. **A completely dark viewing area is needed in order to see the brightest image. Please be able to turn off any surrounding lights. Failure to have control of lighting in the area can drastically reduce the image quality and will not result in happy purchasers or viewers.**
3. **POWER:** Purchaser agrees to provide sufficient **power** at the site. We need a maximum of four 20 amp (normal household outlet) circuits. These need to be on separate 20 amp breakers, not four outlets that run off the same breaker. **If you do not have enough circuits, or are not sure, let us know and we can arrange to use our super-quiet generator for power.** Power must be located no more than 80 feet from the screen area. Lack of adequate site power to properly run the equipment is not the responsibility of LBT. We can not be held responsible for instances where power is disrupted for whatever reason, be it caused by circuit breakers tripping, power outages or our supply being disconnected by third parties, either willfully or by accident.
4. **The weather clause; weather is** the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We have radar on our cell phones, for frequent checking of local Doppler radar; this is a big help in planning for the evening. Sometimes having a rain date works, but it can complicate the schedule. *You may shift*

event dates due to forecasted inclement weather. No charges will be applied if our staff has not begun traveling to your venue. Availability of the new date is not guaranteed until confirmed by us. We try to reserve the last two weekends of the season to make up any canceled shows from the season. It works pretty well and is easy to manage. Our guarantee; If inclement weather prevents the complete screening of the film, where less than 50% of the film is presented, LBT guarantees the purchaser one make-up event in the current, or next years', season. Two fees will be charged: travel costs, if any, that are associated with returning to your venue, and a \$2-400 weather related cancellation fee to cover employee time etc.

AirScreens can take winds up to 24 mph (when trees start to sway vigorously).

We can setup equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 24 mph. Our technicians utilize a handheld anemometer to check wind speeds. Beyond 24 mph, they will immediately deflate the screen. The screen can safely deflate in less than 20 seconds.

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging equipment) Lightning Bug Theater reserves the right to protect its own equipment by canceling setup/production.

Lightning Bug Theater reserves the right to delay setup or to pause the production until suitable weather conditions exist. In windy situations, we often shift screen placement so that the screen is parallel to the wind. Please bear this in mind as it may affect final placement and appearance.

5. Movies must be licensed DVD's in most cases. As the equipment provider, we are no longer allowed to obtain the license for you, the end-user. Movie licensing must be taken care of before you begin advertising the title of your movie. **The selected film must be available on DVD.** When ordering your DVD please specify full screen format, not widescreen format. We will show the full screen DVD in widescreen. Some filmmakers, such as Disney, have restricted the use of their films in outdoor settings. If you intend to charge admission at your events, certain restrictions may apply, which vary according to your film choice and its distributor. Also, advertising restrictions may apply. Additionally, LBT will not show any videos or clips that contain any nudity, graphic violence, or explicit language, particularly if any guests may be under the age of 21. LBT is not responsible for any liability due to, but not limited to, video content or licensing.
6. Time; LBT begins setup at the customer's specified time (typically between 4-6 pm). The AirScreen and sound system will be setup within approx. one hour and 45 minutes, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The AirScreen will begin deflating approx. 10 minutes after the end of the movie, unless otherwise specified by customer. After the movie, all equipment will be removed within 1.5 hours. Please ensure that we have access to the site for at least 1.5 hours after the movie ends.
7. Every LBT event includes the following: Our Airscreen inflatable movie screen, a projection system, a pro-audio system, on-site technicians, event liability insurance, generators if needed* (sufficient only for our equipment), an

anemometer for measuring wind speed, and backup systems for some of the equipment. Should a bulb fail in the projector, the second bulb in the projector will allow the show to continue, with some reduction in brightness. In the rare event of the total failure of some vital equipment, LBT will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.

8. If you intend to have other media (sponsorships ads, slides, on-screen Nintendo, music videos, live camera feed, announcements) presented by LBT, your choices of media and advertisements need to be submitted one month before your event. We accept nearly every media format: CD, VCD, SVCD, VHS, DVD, wav, mp3, avi, mpeg, mov, jpeg, gif, psd, pdf, ai, PowerPoint®, Presentations®, Component Video, Composite Video, S-Video, DVi, Analog feeds, etc. There are no extra fees for submitting such media content. We will test your specified presentation and project it at the event.
9. No guests are permitted on or near the screen (i.e. kids) or in the projection area. Damage to our equipment caused by moviegoers is the responsibility of the purchaser. Purchaser is responsible for crowd control and security.

Tips

What time should the movie begin? Usually 45 minutes after sunset is perfect timing – but it’s up you. Sunset times for your city are available at www.weather.com. Enter your zip code and look for “Averages & Records”. Next, click on the month and look for the Sunset column. Remember, June has the longest daytimes.

If timing is the issue and you don’t mind that the first 20 minutes of the film aren’t perfectly visible, we’ll begin early. If you want to wait till image is at its best, plan on waiting another 20 minutes. If you’re showing a bright film such as Toy Story (animated films are typically brighter), you can start earlier than if you show Ghostbusters, which is darker.

How far must the projector be from the screen? Projection is front projection, which means from the viewer’s side. For our screen, the projector will end up between 40-60 ft. away. If your selected film is not in widescreen format (fullscreen), the projector will need to be 15-20 ft. closer.

The projector is usually in the middle of the audience, about 4 ft off the ground. This typically has not been a problem at any previous venues. If you need the projector to be elevated more, or projected from a greater or lesser distance, this can be arranged, but it will cost extra.

How heavy are your screens, will they damage the grass? The screen is 230 lbs. And the screen equally distributes the weight over its' large surface areas. It will not damage or leave ruts in your grass. If you choose to have the AirScreen standing for a few days, the prolonged exposure to the pressure and the heat from the sun may dry out/brown the grass.

Do you need to drive on our lawn to deliver the equipment? No, we can place the equipment without vehicles, but driving on the lawn *greatly* speeds up setup.

More Tips:

- Headlights from nearby vehicles shining across the screen can be annoying; try to avoid parking situations that will distract from the show.

Typical Event Time Line

- 3-4 hrs. before: arrive and setup
- 2-3 hrs. before: all systems are checked and screen up
- 1 hr. before: music, your sponsors ads, games, etc.
- 10 min. before: announcements & host greeting
- Movie begins
- 1 hr. after movie ends: Equipment is removed

X _____ Date _____
I have read, understood, and agree to the above terms



To: Zambelli Fireworks 2020 customers
From: Zambelli management
Date: March 16, 2020
Subject: Zambelli Policy Regarding Coronavirus Related Cancellations/Postponements

We want to address concerns broached by several customers about the stance Zambelli Fireworks will take in the event that the health risks associated with the Coronavirus cause cancellation of a contracted fireworks display. First, Zambelli Fireworks appreciates its relationships it has with its customers, many of whom have been long standing clients. As such, and in recognition of the difficulties we are all experiencing in this crisis, we have instructed all of our Project Managers to work in a congenial manner to solve problems you are likely to experience. However, we also ask each of you to recognize the difficulties we are facing and stress that early and frequent communication is necessary to minimize dislocations on both our parts.

Each of you sign a contract with us requiring a deposit and additional payments based on the timing of cancellation. We are going to amend the terms on cancellation in recognition of the extraordinary circumstances we all face. Allow me to enumerate the new terms as well as explain some constraints we face in certain scenarios.

Cancellation of displays outside of June 29 through July 12

Cancellation prior to 30 days of a scheduled display will not be financially penalized.

Cancellation of June 29 through July 12 2020 displays

Cancellation of a June 29 through July 12, 2020 displays prior to 45 days ahead of time will not be penalized with two caveats. In order to prepare for this busy time of year, we are required by Budget Rental Truck to receive trucks at our location by June 1. In order to arrange for delivery, Budget requires a contractual obligation on our part by mid-April. We will ask customers cancelling after April 15 to consider helping reimburse Zambelli for truck rental expenses. Given the uncertainty this year, we are working with Budget to give us more leeway in our truck order. We will communicate the results of those discussions as soon as we have clarity of Budget's revised policy. In addition, shows utilizing barge services require us to reserve a barge various numbers of days from the display. These arrangements typically occur between our Project Managers and a local barge company. We will require reimbursement for those expenses from customers who do not provide us timely notification as agreed between the customer and the Project Manager.

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

120 Marshall Drive
Warrendale, PA 15086
1-800-245-0397

Walkersville, MD
Denver, CO

Cincinnati, OH

Postponement of any 2020 display

Zambelli Fireworks encourages our customers to utilize postponement dates for displays. All deposits will be credited towards the postponement date as long as Zambelli is notified before its crews are mobilized or other expenses directly attributed to your display are incurred. This can typically be accommodated within 45 days from the scheduled date. Despite increases in product costs which have occurred due to a variety of factors, Zambelli Fireworks will hold to our contractual pricing in the case of a display postponed within calendar year 2020.

Cancellation within 30 days of a display

Finally, cancellation within 30 days from the date of the display without utilizing a postponement date will revert to the terms of the contract.

We believe these changes are a fair accommodation in the difficult environment we are currently experiencing. We encourage you to work with your Project Manager to reach accommodations that give your customers an enjoyable, safe experience that Zambelli and you love to provide.

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 20th day of February 2020, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Madison of Madison, IN (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2020 Postponement Date: Sept. 20, 2020

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Zambelli furnished insurance exposure in connection with the subject Display is not subject to deviation. Should client request any scale of modification; corresponding fee(s) to accommodate shall not be borne by Zambelli.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$22,750** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to modify pricing at any time based on proposed 2020 importation tariffs. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of,

or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 101 W. Main Street, Madison, IN 47250, Attn: Hannah Fagen.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Printed Name and Title

Printed Name and Title

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

120 Marshall Drive

Warrendale, PA 15086

724-658-6611

800-245-0397

FAX 724-658-8318

**PACE
Extension Request**

Kyle Helton (Name), has requested an extension for a period of 4 months (12 months max) on the
PACE Grant for 703 W Main (Address). Deadline: 9/20/2020


Signature (Preservation Coordinator)

5/19/2020
Date

Signature (Mayor)

Date

Signature (Board of Public Works and Safety)

Date

Signature (Board of Public Works and Safety)

Date

**PACE
Extension Request**

Jane Vonderhede (Name), has requested an extension for a period of 6 months (12 months max) on the
PACE Grant for ~~H/20/2020~~ (Address). Deadline: 11/20/2020
207 6 Mam St

Signature (Preservation Coordinator)

Date

Signature (Mayor)

Date

Signature (Board of Public Works and Safety)

Date

Signature (Board of Public Works and Safety)

Date