

REQUEST FOR PERMIT TO DISPLAY FIREWORKS IN THE CITY OF WHITEWATER
Under Chapter 5.08.040 of the City of Whitewater Municipal Code
(Application for Permits for Pyrotechnic Displays, Blank Cartridges and Flares)

APPLICANT: <u>Whitewater Unified School District</u>	
NAME OF PERSON IN CHARGE: <u>Matt Langer 262-825-6789</u>	
ADDRESS OF EVENT MANAGER: <u>David friend, Director of Buildings and Ground</u>	
MANAGER DATE OF BIRTH: <u>08/13/1983</u>	MANAGER PLACE OF BIRTH: <u>Watertown, WI</u>
DATE OF FIREWORKS DISPLAY: <u>October 4, 2024</u>	
HOURS OF FIREWORKS DISPLAY: <u>Following Tom Homecoming football game</u>	
LOCATION FROM WHERE FIREWORKS WILL BE ACTIVATED: <u>Whitewater High School Practice Field - 534 S. Elizabeth St.</u>	
INDIVIDUAL AND ORGANIZATION IN CHARGE OF FIRING PYROTECHNICS: <u>Pyrotechnic Fireworks, Inc.</u>	
INDIVIDUAL IN CHARGE OF RECOVERING UNFIRED PYROTECHNICS: <u>Matt Langer</u>	
NUMBER AND KINDS OF PYROTECHNICS WHICH WILL BE FIRED: <u>Ranging from 25 shot boxes - 200 shot boxes</u>	
LOCATION WHERE PYROTECHNIC MATERIAL WILL BE STORED PRIOR TO DISPLAY: <u>N/A</u>	

<p>TO BE COMPLETED BY CLERK:</p> <p>Cert of Ins received by _____ Diagram received by _____</p> <p>Permit to Process & Display Fireworks received by _____</p> <p>Referred to Fire Chief: _____</p>

<p>TO BE COMPLETED BY CITY MANAGER:</p> <p>_____ Approved _____ Disapprove _____</p> <p align="right">City Manager</p>
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ADDENDUM TO AGREEMENT

This Addendum modifies the Agreement between the Parties dated **March 25, 2024**

The Parties agree and intend that these modifications shall be valid as if they were part of the Agreement named above, and that

The display date of **May 24, 2024** will be rescheduled for **October 4, 2024** due to inclement weather. The received "Deposit" of \$1,000.00 has been fully applied to **October 4, 2024**. The "Postponement Fee" of \$300.00 shall be due Net 10 from Invoice Date.

Please Complete the Below:

AP Contact Name: Jean Shaffer AP Email: accountspayable@wwusd.org

Alternate Date: October 4, 2024 Display Start Time: Following 7pm Homecoming Football Game

Day-of-Show Contact Name: David Friend, Director of Buildings and Grounds

Day-of-Show Mobile Phone Number: 608-931-6678 Day-Show-Email: dfriend@wwusd.org

Pyrotecnico Fireworks, Inc.:

By (sign): *Lynn Ann Hamed*

Name: Lynn Ann Hamed

Title: Corporate Secretary

Date: June 10, 2024

Whitewater High school:

By (sign): *Caroline Pate-Hefty*

Name: Caroline Pate-Hefty

Title: Superintendent

Date: 06/10/2024



Deposit Invoice

Pyrotecnico Fireworks Inc.
Bin : 10
PO Box 14470
St. Louis MO 63178-4470
United States

Date: 06/07/2024

INV#: SO-C55459

Sold To:

Whitewater High School
419 S Elizabeth Street
Whitewater WI 53190
United States

Description	Amount
Display date moved from May 24, 2024 to October 4, 2024.	\$ 300.00
Pre-Show Advance Due	\$

We accept WIRE, ACH, and Check Payments.
Wire Remit To:
Busey Bank 100 W University Ave. Champaign IL 61820
ABA: 071102568
Account Number: 130586822088
SWIFT/BIC Code: BUYEUS44

ACH Remit to:
Busey Bank
ACH Account: 130586822088
Routing: 071102568

Check Remit to:
Pyrotecnico Fireworks, Inc
Bin : 10
PO Box 14470
St. Louis, MO 63178-4470

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on March 25, 2024 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Whitewater High School (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on May 24, 2024 (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by April 25, 2024 ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of \$2,000.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$1,000.00 is due April 26, 2024 and the final balance shall be due Net 10 from the Display Date. A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$300.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$800.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$1,000.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 250 FEET at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO:

By (sign): *Lynn Ann Hamed*
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: April 15, 2024
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): *Dr. Caroline Pate-Hefly*
Name: Dr. Caroline Pate-Hefly
Title: Superintendent
Date: 04/10/2024
Address: 419 S. Elizabeth Street
Whitewater, WI 53190
Phone: 262-472-8708
Email: cpatehefly@wwusd.org



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): Whitewater Unified School District

Primary Point of Contact Name: Dr. Caroline Pate-Hefty

Phone: 262-472-8708 Fax: 262-472-8710

Email: cpatehefty@wwusd.org

Billing Address: 419 S. Elizabeth Street

City, State & Zip: Whitewater, WI 53190

Accounts Payable Contact: Jean Shaffer

Accounts Payable Email: accountspayable@wwusd.org

Date(s) of Show: 05/24/2024 Display Start Time(s): 8:30pm

Rain/Postponed Date(s): NA

Day-of-Show Contact Name: David Friend, Director of Buildings and Grounds

Day-of-Show Mobile Phone Number: 608-931-6678

Day-of-Show Email: dfriend@wwusd.org

Display Site Location(s) and Address(es): 534 S. Elizabeth Street, Whitewater, WI 53190

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

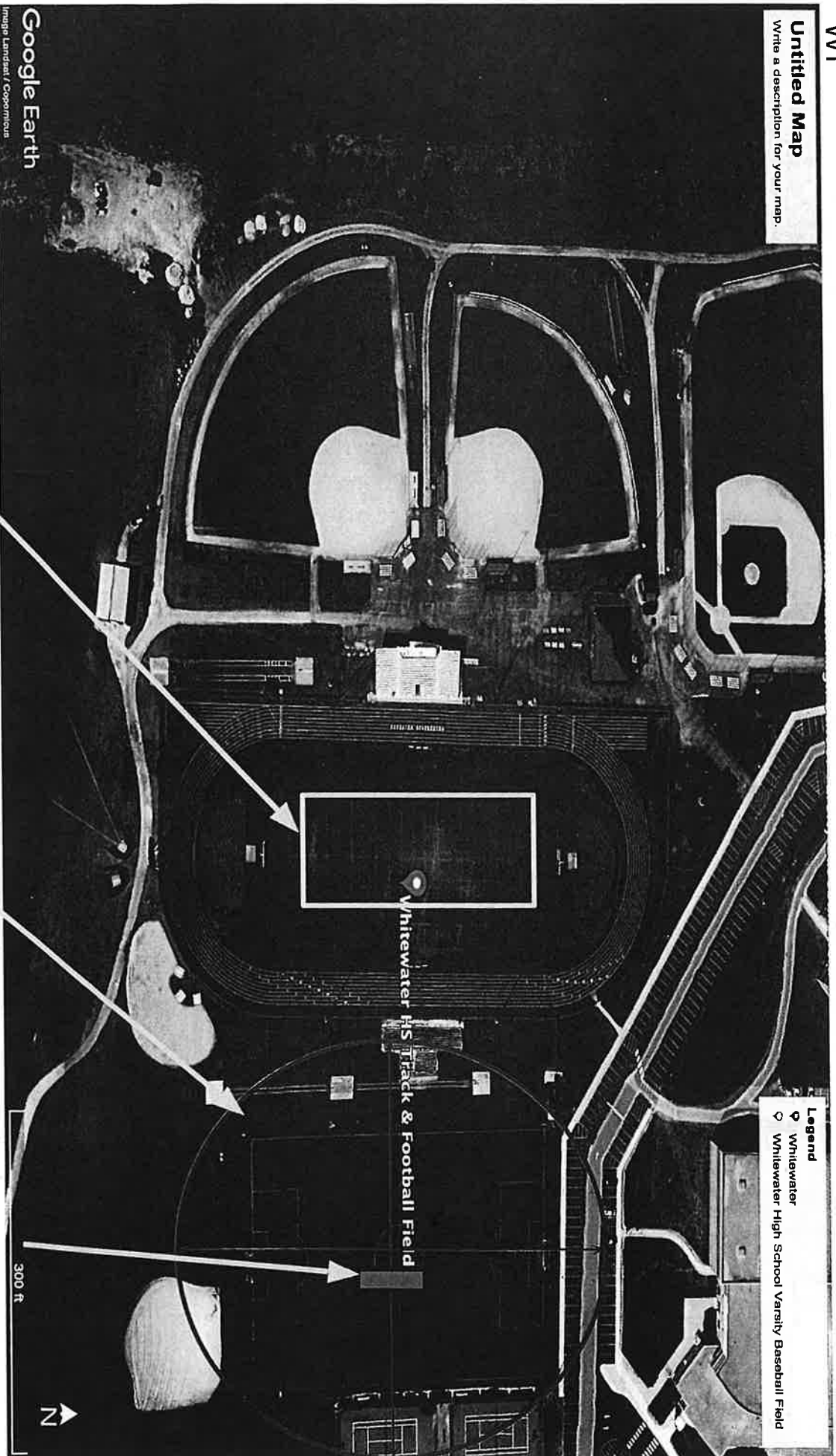
NA

Additionally Insured – If Applicable:

M3 Insurance

WHITEWATER HS
WHITEWATER,
WI

2.5IN LIMIT
2/28/2024 MPL



GRADUATION CEREMONY

FALL OUT AREA: 250'

SETUP AREA: 20' X 20'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Pyrotecnico Fireworks Inc. Pyrotecnico FX LLC dba FXpedited P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER A : Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Arch Speciality Ins Co	21199
	INSURER D : Continental Indemnity Company	28258
	INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 921286314** **REVISION NUMBER:**

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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	SI8CA00141-232	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-04	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	82-872096-04-37	10/14/2023	10/14/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01314-232	10/14/2023	10/14/2024	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.
 Fireworks Display Date: May 24, 2024
 Location: Whitewater High School, 419 S Elizabeth Street, Whitewater, WI 53190
 Additional Insured: Whitewater High School; Whitewater Unified School District; City of Whitewater, WI

CERTIFICATE HOLDER Whitewater High School 419 S Elizabeth Street Whitewater WI 53190	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE