

CITY OF REYNOLDSBURG

SAFETY COMMITTEE - CHRIS LONG MONDAY MARCH 13, 2017

COMMITTEE MEETING: 7:45 PM

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

1. Call to Order

PRESENT: Long, Cicak, Spalding, Joseph
ABSENT: Luzader

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

- a. Safety Committee – Committee Meeting – February 27, 2017
Minutes stand approved.

4. Discussion

- a. Ordinance Authorizing Mayor to Enter into Contract for 2017 Fireworks Display. (First Reading 2/27/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/13/2017 8:00 PM
MOVER:	Chris Long, At Large	
SECONDER:	Stephen Cicak, Ward I	
AYES:	Long, Cicak, Spalding	
ABSENT:	Luzader	

- b. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Sections 741.01 Sales and 741.05 Waiver of Chapter 741 Solicitors. (Second Reading 2/27/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/13/2017 8:00 PM
MOVER:	Chris Long, At Large	
SECONDER:	Marshall Spalding, Ward III	
AYES:	Long, Cicak, Spalding	
ABSENT:	Luzader	

R CITY OF REYNOLDSBURG

**SAFETY COMMITTEE - CHRIS LONG
MONDAY FEBRUARY 27, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

1. Call to Order

PRESENT: Long, Cicak, Luzader, Spalding
ABSENT:

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Safety Committee – Committee Meeting – February 13, 2017

Minutes stand approved.

4. Discussion

a. Ordinance Authorizing Mayor to Enter into Contract for 2017 Fireworks Display. (First Reading 2/27/2017).

Mr. Sampson: Gentlemen, this is the best part of my day. The amount of this year's fireworks display is \$27,850 which is the same price as last year. Pyrotechnico is our provider, they are on the approved vendor list and I would request that we waive the competitive bid process.

Mr. Long: This is, like you said, the same company we've been utilizing.

Mr. Sampson: Yeah, no price increase, it's in our budget for this year. It will be a similar display that we saw last year and it has been very well received.

Minutes Acceptance: Minutes of Feb 27, 2017 7:31 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/27/2017 8:00 PM
MOVER:	Chris Long, At Large	
SECONDER:	Stephen Cicak, Ward I	
AYES:	Long, Cicak, Luzader, Spalding	

- b. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Sections 741.01 Sales and 741.05 Waiver of Chapter 741 Solicitors. (Second Reading 2/27/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/27/2017 8:00 PM
MOVER:	Chris Long, At Large	
SECONDER:	Marshall Spalding, Ward III	
AYES:	Long, Cicak, Luzader, Spalding	

Minutes Acceptance: Minutes of Feb 27, 2017 7:31 PM (Approval of Minutes)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **March 13, 2017**

TO: **Safety Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT FOR 2017 FIREWORKS DISPLAY. (First Reading
2/27/2017).

The amount of \$27,850, which is the same price as 2016, and the funding for the fireworks was included in the 2017 Service Department budget (account #5303- Community Events).

Pyrotecnico is on the approved vendor list and we request that competitive bidding be waived.

REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

THIS CONTRACT AND AGREEMENT, for the sale and display of fireworks made and concluded this _____ day of _____, 2017, by and between **Pyrotecnico** of New Castle, Pennsylvania, and the **City of Reynoldsburg**, a chartered municipal corporation formed under the laws of the State of Ohio, hereinafter referred to as (“City”).

WITNESSETH: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties to this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions, and payments of this contract.

1. Pyrotecnico agrees to sell, furnish, and deliver unto City fireworks to be exhibited in accordance with the programs set forth in the “Proposal for City of Reynoldsburg” in which are attached hereto and incorporated by reference into this contract as if fully restated.

2. Said fireworks to be furnished for display on the following date **July 3, 2017**, provided the weather permits a display. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date, the date of **July 4, 2017** will be the “rain date” of the event. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said “rain date”, a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest manner without any deductions whatever from the hereinafter named compensation.

3. If, due to the occurrence of a contingency as described above, with the aforementioned dates it is in Pyrotecnico’s professional opinion with a reasonable degree of certainty, impossible or impracticable to present the display at the dates and times specified, Pyrotecnico and the City will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the date following the scheduled exhibition and Pyrotecnico personnel and equipment are required to return to their original point of origin, then the City shall be obligated to pay an additional charge of 15% of the contract price for transportation and travel of material and personnel back to the display site. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the City shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the City shall be returned to the City forthwith, less any and all reasonable expenses incurred by Pyrotecnico in anticipation of presenting such display, including, but not limited to, costs associated with set-up and takedown of equipment, and transportation of materials and Pyrotecnico personnel.

4. Pyrotecnico agrees to furnish unto the City one or more trained (pyrotechnic) personnel to present the said display. The City agrees to procure and furnish a suitable place to display said fireworks, and to secure all applicable police, fire, local, state, and federal governmental permits, licenses, and approvals.

5. The City agrees to indicate that Pyrotecnico is the organization responsible for exhibiting the fireworks on the said date in all advertisements, billings, and public relations materials.

6. The City agrees to furnish to Pyrotecnico ample police and fire protection for the protection of its property and the firing of the exhibition without interference from the public.

7. The City agrees to furnish and set up restraining lines pursuant to the instructions supplied by Pyrotecnico and in compliance to all rules, orders, and regulations of the National Fire Protection Association.

8. The City agrees to furnish adequate protection and security of the exhibition grounds to preclude all individuals other than those authorized by Pyrotecnico from entering the security area. No personal property of any kind, including but not limited to motor vehicles shall be allowed with the "safe zone". Prior to, during, and immediately following the display, the City shall be solely responsible to furnish and set up restraining lines for keeping all persons (except the trained personnel and their designated help) out of the danger area and behind the safety zone lines. This paragraph does not eliminate Pyrotecnico's obligation to provide security at all times, once the fireworks are inside the City or Township.

9. The City agrees to furnish to Pyrotecnico the sum of \$27,850 (the "Contract Price") paid as follows: a. 50% of the Contract Price due upon the signing of the contract; b. the balance of the Contract Price due within ten (10) days of completion of the Fireworks exhibition. The City agrees to pay interest at the rate of 1.5% per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, Pennsylvania 16103. Furthermore, in the event the City fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, the City shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

10. Pyrotecnico agrees to name the City of Reynoldsburg and Truro Township as additional insured on a Ten Million Dollar (\$10,000,000) non-waste liability insurance coverage and supply the City with evidence of said coverage.

11. The City agrees to indemnify Pyrotecnico and hold its shareholders, directors, officers, employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including real and personal) or bodily or personal injuries (including death) whether arising in tort, contract, or otherwise, that occur directly or indirectly from (a) the **gross negligence** or **willful misconduct** of the City or its employees, agents, contractors, or representative, or (b) the failure of the City to comply with its obligations and responsibilities as set forth herein.

12. Pyrotecnico agrees to indemnify the City and hold its employees, officials, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs or experts and attorneys) arising from damage to or destruction of property (including real and

personal) or bodily or personal injuries (including death), whether arising in tort, contract, or otherwise, that occur directly or indirectly from the **gross negligence** or **willful misconduct** of Pyrotecnico or its employees, agents, contractors, or representatives.

13. Pyrotecnico agrees to notify Truro Township Fire Department (TTFD) immediately when the vehicle carrying the fireworks arrives in the City of Reynoldsburg. Pyrotecnico agrees to furnish a 24 hour guard, at their sole cost, with the vehicle during the time it is in the City of Reynoldsburg or Truro Township. Pyrotecnico agrees to inspection of fireworks mortar racks that are encased in wood, if deemed necessary by TTFD, then wood will be replaced with undamaged lumber. Pyrotecnico agrees to secure, fireworks mortar racks and cakes, to the ground according to specification and jurisdictional authority. Pyrotecnico agrees to furnish and employ an electronic firing system. Pyrotecnico agrees to furnish and employ protective clothing required by the Ohio Fire Code and NFPA 1123. Pyrotecnico agrees to furnish a letter to TTFD stating that all mortars to be used for the exhibition are made of approved material, of sufficient strength, length and durability to cause shells to be propelled to a safe altitude as required by Ohio Fire Code and NFPA 1123.

14. Neither party, under any circumstances, shall be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from the other party to this agreement, including, without limitation, loss of income, business or profits.

15. In the event of fire, flood, Acts of God, or other causes beyond the control of Pyrotecnico, which prevents the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

16. The parties agree that in any action on or relating to the contract, that exclusive jurisdiction and venue are hereby vested in the Franklin County Court of Common Pleas, Franklin County, Columbus, Ohio.

17. If any provision of the contract is held to be illegal, invalid or otherwise unenforceable, then (a) the same shall not affect other terms or provisions of this contract and (b) such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19. This contract and the "Proposal for City of Reynoldsburg" constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS THEREOF, the undersigned executed this contract by and through their duly authorized representatives whose names appear below.

City of Reynoldsburg

Pyrotecnico

By _____,

By _____

Bradley L. McCloud, Mayor

Print Name _____

Date _____

Date _____

Witness

Witness

This contract was prepared by and is hereby approved as to form by:

James E. Hood
Reynoldsburg City Attorney

FISCAL OFFICER'S CERTIFICATION

IN TESTIMONY WHEREOF, the said parties hereunto set their hand the day and year first written above. It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$27,850.00 required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the _____ fund free from any other previous encumbrances.

City of Reynoldsburg

Richard Harris, Auditor

Attachment: Fireworks Contract 2017 (1670 : 2017 Fireworks Contract)

Service Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: **March 13, 2017****TO:** **Safety Committee****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 741.01
SALES AND 741.05 WAIVER OF CHAPTER 741 SOLICITORS.
(Second Reading 2/27/2017).

Please see attached document for proposed text amendments.

741.01 SALES.

No person or organization shall sell, offer for sale, or solicit orders for any goods, property, merchandise, periodicals or services by going from door to door within the City unless such person or organization has first registered with the ~~Safety~~Service Director in accordance with Section 741.03 and obtained the permit described in Section 741.04.

741.05 WAIVER.

(c) If the application for a waiver is denied, the applicant may appeal the Service Director's denial to Council. Reversal of the ~~Safety~~Service Director's denial and granting a waiver requires a two-thirds vote of the entire Council.