COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-27

A RESOLUTION APPROVING AND RATIFYING A FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER WITH LANTIS PRODUCTIONS, INC. (2015 BUTLERVILLE DAYS)

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 12 May 2015 to consider, among other things, approving a "Fireworks Display Contract and Purchase Order" and addendum (collectively, the "*Agreement*") with Lantis Productions, Inc. ("*Lantis*") whereunder Lantis would stage a fireworks display in connection with the City's "Butlerville Days" community event on or about 24 July 2015; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-27, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

COTTONWOOD HEIGHTS, UTAH 2005 CORPORATE SEAL

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ✓	Nay ___
Michael L. Shelton	Yea ✓	Nay ___
J. Scott Bracken	Yea ✓	Nay ___
Michael J. Peterson	Yea ✓	Nay ___
Tee W. Tyler	Yea ✓	Nay ___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this 13 day of May 2015.

50%/50% Show: 15028

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on May 1, 2015 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Cottonwood Heights of Salt Lake County, Utah (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Nine Thousand- One Hundred fifty and No/100 ($9,150.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract	**$ 4,575.00**
2. Due ten days prior to the show	**$ 4,575.00**
Total:	**$ 9,150.00**

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 24, 2015. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as

required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of $2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

Lantis Agrees to provide the following product for the show:

2.5" Display Shells	**400**
2.5" Salute Shells	**20**
3" Display Shells	**230**
4" Display Shells	**82**
.75" – 1.25" Cakes	**1619**

Lantis will also provide a choreographed display show to synchronized music on July 24, 2015.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on May 1, 2015 at Fairfield, UT.

Lantis Productions Inc.

by: _____
Kenneth L. Lantis, President

CLIENT

Executed on behalf of **this** **day of** **, 2015**
At

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 15028

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: Cottonwood Heights

Billing Address: 1261 Fort Union Blvd. Suite 250, Cottonwood Heights, Utah 84117

Show Date: July 24, 2015 **Approximate Time: 9:30 P.M.**
Length of Show: 18 minutes

Show Location: **The Richard L. Guthrie Skate Park**
2415 East Bengal Blvd.
Cottonwood Heights, Utah 84117

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact	**2ND Alternate**
Ann Eatchel	
Name	**Name**
1261 Fort Union Blvd	
Address	**Address**
Cottonwood Heights, Utah 84117	
City, State, Zip	**City, State, Zip**
Phone Office 801-550-8225	**Phone Office** _____
Home _____	**Home** _____
Cell _____	**Cell** _____

Specific Address of Display Site: **The Richard L. Guthrie Skate Park**
2415 East Bengal Blvd.
Cottonwood Heights, Utah 84117

Routing to Location from Major Highway:

Extremely Important

Nearest Airport: Salt Lake International Airport
Approximate Distance: 19.3 Miles

INSURANCE CERTIFICATE REQUISITION

Lantis Productions Inc.

Show: 15028

Client Name: Cottonwood Heights- Butlerville Days

Address: 1261 Fort Union Blvd. Suite 250, Cottonwood Heights, Utah 84117

Display Date: July 24, 2015 **Approximate Time:** 9:00 PM

Location of Display: The Richard L. Guthrie Skate Park
2415 East Bengal Blvd.
Cottonwood Heights, Utah 84117

Exact Names of those to be insured: Cottonwood Heights, a Utah Municipality Cottonwood Heights Parks & Recreation Service Area; Unified Fire Authority; The Richard L. Guthrie Skate Park

Name of Site Property Owner: Cottonwood Heights Parks & Recreation Service Area

---

Insurance Certificate is to be issued to: Cottonwood Heights

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show: 15028

Dear Customer: Cottonwood Heights- Butlerville Days

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.

Amendment to Fireworks Display Contract and Purchase Order

THIS AMENDMENT is entered into effective 12 May 2015 between **LANTIS PRODUCTIONS, INC.**, a Utah corporation ("*Lantis*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality ("*Client*"), and shall be deemed to amend that certain "Fireworks Display Contract and Purchase Order" (the "*Agreement*") dated 1 May 2015 between the parties.

Section 1. **Amendments**. Notwithstanding anything in the Agreement to the contrary:

(a) *Services*. Lantis will provide all products and services associated with the subject pyrotechnic performance for the subject fireworks display event (the "*Event*"), including:

* All pyrotechnic devices;
* Insurance coverage as described in the Agreement and modified below;
* Licensed/Experienced Pyrotechnician;
* All permits except City's special event permit;
* Local transport;
* Mortars and any associated equipment;
* Attend any pre-event planning meetings;
* Provide all qualified labor; and
* Site cleanup and next morning inspection.

(b) *Insurance*. Lantis shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of Lantis' use or occupancy of the display site/launch area for the Event. Such policy shall be maintained on the minimum basis of $5,000,000.00 combined single limit, with a deductible of no greater than $1,000. Lantis shall cause Client, Cottonwood Heights Parks and Recreation Service Area (the "*Service Area*"), and their respective designee(s) to be named as additional insureds under such policy. Lantis shall to provide to Client and the Service Area a certificate evidencing such insurance coverage (including, without limitation, workmen's compensation coverage as required by applicable law) at least three days before the Event. All such insurance shall be with companies, on forms and with loss payable clauses reasonably satisfactory to Client and the Service Area. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Client or the Service Area may carry.

(c) *Address*. Client's address on the "Client Communications Data" attachment to the Agreement is corrected to be 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047.

Section 2. **No Other Modifications**. Except as specifically amended and modified by this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

CLIENT:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By:_____
Kory Solorio, Recorder

By:_____
Kelvyn H. Cullimore, Jr., Mayor

LANTIS:

LANTIS PRODUCTIONS, INC., a Utah corporation

By:_____
Ken Lantis, President