

REPORT OF THE FINANCE AND PROPERTY COMMITTEE

Joseph Zurfluh

Shane Blaser

Jacob Cattanach

Date of Meeting: 01/08/2019
Reported to Council: 01/15/2019

The Finance and Property Committee met at 5:00 p.m. on Tuesday, January 08, 2019 in the first-floor conference room at the City Hall. All committee members were present. Also in attendance were Alderperson Graf, Alderperson Kubisiak, Alderperson Kellogg, Alderperson Koth, Alderperson Rayome, Mayor Vruwink, Dawn Urban, Sue Schill, Paul Vollert and Tim Desorcy.

1. Call to order.

The meeting was called to order by Chairperson Joseph Zurfluh at 5:15 p.m.

2. Update on Munis software implementation project.

Dawn Urban gave the Finance Committee an update on the progress and status of the Munis software implementation project. No action was taken.

3. Review and consider for approval a request to replace the twenty-one-year-old two arm car lift at the City garage.

It was moved by Zurfluh, and seconded by Blaser to purchase a Rotary SP20-Wide two post lift from Advanced Auto for \$18,826. Motion carried unanimously.

4. Review and consider for approval a contract with Pyrotechnic Display, Inc. for the City's 2019 fireworks display.

It was moved by Blaser, and seconded by Cattanach to approve a contract with Pyrotechnic Display, Inc. for the 2019 fireworks display for \$20,000. Motion carried unanimously (see Attachment No. 1).

5. Review and consider for approval an application for a Temporary Class "B" Retailers License from the Heart of Wisconsin Chamber of Commerce, Inc. for a Business After Hours event to be held on January 14, 2019 at the Sleep Inn located at 4221 8th St S, Wisconsin Rapids.

It was moved by Blaser, and seconded by Cattanach to approve the application for a Temporary Class "B" Retailers License from the Heart of Wisconsin Chamber of Commerce, Inc. for a Business After Hours event to be held on January 14, 2019 at the Sleep Inn located at 4221 8th St S, Wisconsin Rapids. Motion carried unanimously.

6. Audit of the Bills – December 2018 (Check No. 74751 – 75300) and Manual Check No. 99823 – 99840)

It was moved by Cattanach, and seconded by Zurfluh to approve check no. 74751 to 75300 and manual check no. 99823 to 99840. Motion carried unanimously.

7. Beverage operator's licenses.

It was moved by Zurfluh, and seconded by Cattnach to approve the following beverage operator license applications:

Brandon Abbott
Michael Pyburn

Makayla Krutza

Keelin Mohr

Motion carried unanimously.

8. Set next meeting date.

The next meetings of the Finance and Property Committee will be Tuesday, January 15, 2019 at 5:30 p.m. and Tuesday, February 5, 2019 at 5:00 p.m.

9. Adjourn.

It was moved by Blaser, and seconded by Cattnach to adjourn. Motion carried unanimously. The meeting adjourned at 5:40 p.m.

**PYROTECHNIC DISPLAY, INC.
FIREWORKS DISPLAY AGREEMENT**

This agreement is entered into this 14th day of December, 2018 between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and city of City of Wisconsin Rapids of the City of Wisconsin Rapids, State of Wisconsin ("Customer"), for the purchase of a fireworks display. ("Agreement")

SECTION 1 FIREWORKS DISPLAY

Pyrotechnic agrees to furnish for the Customer 1 fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of July 4, 2019 ("Fireworks Display").

SECTION 2 CONTRACT PRICE

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$20,000.00 (Twenty thousand and 00/100 dollars) includes sales tax. A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

SECTION 3 MATERIALS AND SERVICES

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

SECTION 4 INSURANCE

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

SECTION 5 LOCATION

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 300 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1. In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

SECTION 7 ENTIRE AGREEMENT

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**PYROTECHNIC DISPLAY, INC.
FIREWORKS DISPLAY AGREEMENT**

NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.

NOTE: This agreement will be withdrawn if not accepted within 45 days.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Signed on: _____, 20____.

Signed on: _____, 20____.

PYROTECHNIC DISPLAY, INC.

CUSTOMER:

BY: _____

BY: _____

**Its duly authorized agent, who represents
he/she has full authority to bind the
customer.**

NAME: Dale M. Nowak
(PLEASE TYPE OR PRINT)

NAME: _____
(PLEASE TYPE OR PRINT)

ITS: Display Sales and Design

ITS: _____

Pyrotechnic Display, Inc.
9405 River Road SE
Clear Lake, MN 55319
Telephone: (800) 507-9074, Ext. 1

Address: _____
City/State: _____
Zip Code: _____
Telephone: () _____ - _____
Email: _____