COTTONWOOD HEIGHTS

RESOLUTION NO. 2021-24

A RESOLUTION APPROVING AND RATIFYING A FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER WITH LANTIS PRODUCTIONS, INC. FOR 2021 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 1 June 2021 to consider, among other things, approving a "Fireworks Display Contract and Purchase Order" (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 2021; 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 and ratify 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 ratified, 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. 2021-24, shall take effect immediately upon passage.

PASSED AND APPROVED effective 1 June 2021.

ATTEST:

By: _____
Paula Melgar, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea ✓ Nay ___	
Douglas Petersen	Yea ✓ Nay ___	
J. Scott Bracken	Yea ✓ Nay ___	
Tali C. Bruce	Yea ___ Nay ___	EXCUSED
Christine Watson Mikell	Yea ✓ Nay ___	

DEPOSITED in the office of the City Recorder this 1st day of June 2021.

RECORDED this 2 day of June 2021.

50%/50% Show: 21136

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT (this "Contract"), entered into on June 1, 2021, is between **LANTIS PRODUCTIONS, INC.**, a Utah corporation hereinafter referred to as "**LANTIS**", and **COTTONWOOD HEIGHTS**, a Utah municipality 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 (the "Display") as per LANTIS' 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 Twelve Thousand Five Hundred and No/100 (U.S. $12,500.00) DOLLARS, in current, immediately available funds, according to the following terms and conditions:

1.	Due upon execution of Contract	$ 6,250.00
2.	Due ten days prior to the Display	$ 6,250.00
	Total:	$ 12,500.00

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 the Display must be given to the authorized representative of LANTIS before the Display will be commenced.

The Display is hereby scheduled to be performed on July 24, 2021, and shall be a professionally choreographed fireworks display show that is 15-16 minutes in duration and is choreographed to synchronized music. 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 Display date, 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 Display 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 Display.

CLIENT hereby agrees that any Display so delayed must be presented within ten (10) calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the Display 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 completion of the Display.

Any vehicles or personal property located within the designated safety area shall be removed at 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 CLIENT.

CLIENT hereby acknowledges and agrees that LANTIS' pyro-technician, CLIENT, or the local fire authority, shall have the right to delay the start of, or terminate the firing of, the Display if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in 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 $5,000,000.00. 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 (24% per annum) will be charged on all accounts past due, and 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 its behalf is properly authorized to execute such documents and incur such obligations on behalf

of 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 Display:

Main Program

2.5"	Display Shells	418
2.5"	Salutes	30
3"	Display Shells	265
4"	Display Shells	113
Cakes (.75" – 1.25"):		1760

This Contract shall provide the basis (same show, same cost) for the 2021 Display as well as for the fireworks display of CLIENT'S 2022 Butlerville Days event scheduled for on or about July 24, 2022. This Contract shall be deemed modified as necessary to also cover the 2022 Display.

DATED effective the date first-above written.

LANTIS:

Lantis Productions Inc.

By: _____
Kenneth L. Lantis, President

CLIENT:

Cottonwood Heights

By: _____
Michael J. Peterson, Mayor

Attest:

By: _____
Paula Melgar, Recorder

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 21136

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. and the Client.

Client/Show Sponsor: Cottonwood Heights

Billing Address: 2277 East Bengal Blvd., Cottonwood Heights, UT 84121

Show Date: July 24, 2021 Approximate Time: 10 P.M.
Length of Show: 15-16 minutes

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

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

Primary Contact: Ann Eatchel
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121
Phone: 801-550-8225

Alternate:_____
_____
_____
_____

Specific Address of Display Site: The Richard L. Guthrie Skate Park
2415 East Bengal Blvd.
Cottonwood Heights, UT 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: 21136

Client Name: Cottonwood Heights--Butlerville Days

Address: 2277 East Bengal Blvd., Cottonwood Heights, UT 84121

Display Date: July 24, 2021 Approximate Time: 10 PM

Location of Display: The Richard L. Guthrie Skate Park
2415 East Bengal Blvd.
Cottonwood Heights, UT 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: 21136

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.