MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, February 13, 2024, 6:30 p.m.

This is an IN-PERSON meeting at the location and time noted above.
You may also join virtually using Zoom: Phone: 1-346-248-7799 or 301-715-8592
Web: www.zoom.us/join Use this Meeting ID: 210 035 9423

The Town Board may take action on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

1. Meeting Called To Order - Mayor William Karspeck
2. Pledge Of Allegiance - Mayor William Karspeck
3. Roll Call - Mayor William Karspeck
4. Citizen Participation
5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda
Introduction By: Christian Samora

Documents:

MEMO RE CONSENT AGENDA.PDF
A. FEBRUARY 13, 2024 MEETING AGENDA.PDF
B. JANUARY 23, 2024 MEETING MINUTES.PDF
C. CANCELATION OF CBT TEMPORARY USE PERMIT.PDF

5.II. Larimer County Sheriff's Office Annual Report
Introduction By: Sergeant Justin Williamson

Documents:

MEMO RE LCSO PRESENTATION.PDF

5.III. 3rd Of July Fireworks Event

Introduction By: Chris Kirk

Documents:

MEMO RE 3RD OF JULY FIREWORKS.PDF
TOWN FIREWORKS EVENT PROPOSAL.PDF
FIREWORKS EVENT CONTRACT.PDF

6. Elected Official Reports

    1. Town Board - Tim Hardy, May Albrecht, Mike Grace, Sean Murphy, Karl Ayers, and Chris Kurtz.
    2. Mayor - William Karspeck
    3. Staff - Town Administrator, Attorney

7. Executive Session

    Pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators. And to conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). And the following is provided for informational purposes: North I-25 Commuter Rail

8. Adjourn

The order of agenda items listed above is approximate and intended as a guideline for the

Town Board. Individuals needing special accommodation may request assistance by *contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.*

BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	**February 13, 2024**
Agenda Title/Subject:	**Consent Agenda**
Type of Item:	**Regular Item**
Purpose:	**The Consent Agenda contains routine items that can be approved with a single action by the Board.**
Presented by:	**Christian Samora**

ATTACHMENTS:

- **a)** February 13, 2024, Meeting Agenda
- **b)** January 23, 2024, Meeting Minutes
- **c)** Cancelation of CBT Temporary Use Permit

BACKGROUND:

"Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The mayor will ask if any Board Member wishes to remove an item for separate discussion. Items removed from the consent agenda should be considered immediately following adoption of the amended Consent Agenda.

UPDATE/NEXT STEPS:

Any updates or next steps for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

FISCAL IMPACT AND FUND SOURCE:

Any fiscal information for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

COMMUNITY TOUCHSTONES:

Any Community Touchstones for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

RECOMMENDED ACTION(S):

“Move to combine and approve the items on the Consent Agenda.”

Followed by a second and a vote.

MEETING OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, February 13, 2024, 6:30 p.m.

This is an IN-PERSON meeting at the location and time noted above.
You may also join virtually using Zoom:

Phone: 1-346-248-7799 or 301-715-8592
Web: www.zoom.us/join **Use this Meeting ID: 210 035 9423**

Please note that you will need to call into the meeting if you wish to speak and do not have a microphone on your computer. If you are using a mobile device, it is highly recommended that you download the Zoom app.

The Town Board may take action on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

I. REGULAR MEETING CALLED TO ORDER – Mayor William Karspeck

II. PLEDGE OF ALLEGIANCE – Mayor William Karspeck

III. ROLL CALL – Mayor William Karspeck

IV. CITIZEN PARTICIPATION

V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION

1. **Consent Agenda** **(Christian Samora)** **(5 Min)**
   Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
   - **a)** February 13, 2024, Meeting Agenda
   - **b)** January 23, 2024, Meeting Minutes
   - **c)** Cancelation of CBT Temporary Use Permit

2. **Larimer County Sheriff's Office Annual Report** **(Justin Williamson)** **(45 Min)**

3. **3rd of July Fireworks Event** **(Chris Kirk)** **(20 Min)**

VI. ELECTED OFFICIAL REPORTS **(10 Min)**

1. Town Board – Tim Hardy, May Albrecht, Mike Grace, Sean Murphy, Karl Ayers, and Chris Kurtz
2. Mayor – William Karspeck
3. Staff – Town Administrator, Attorney

VII. EXECUTIVE SESSION

Pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators. And to conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). And the following is provided for informational purposes: North I-25 Commuter Rail

The order of agenda items listed above is approximate and intended as a guideline for the Town Board. Individuals needing special accommodation may request assistance by contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.

VIII. ADJOURN

_____ _____

Town Clerk or Deputy Town Clerk William Karspeck, Mayor

MEETING MINUTES OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, January 23, 2024 6:30 p.m.

1/23/2024 - Minutes

1. Meeting Called To Order - Mayor William Karspeck

   Mayor Karspeck called the meeting to order at 6:30 pm.

2. Pledge Of Allegiance - Mayor William Karspeck

   Mayor Karspeck led the Pledge of Allegiance.

3. Roll Call - Mayor William Karspeck

   The following Board members were present:

   Sean Murphy, Trustee
   May Albrecht, Trustee
   Chris Kurtz, Trustee
   Karl Ayers, Trustee
   Tim Hardy, Trustee
   Mike Grace, Mayor Pro-Tem
   Will Karspeck, Mayor

   The following staff members were present:

   Chris Kirk, Town Administrator
   Erin Smith, Town Attorney
   Christian Samora, Town Clerk
   Lexi Weissman, Deputy Town Clerk
   Jeremy Olinger, Deputy Town Administrator
   Keith Knoll, Public Works Operational Manager

4. Citizen Participation

   No one spoke during Citizen Participation.

5. Scheduled Items And Estimated Time For Discussion

   5.I. Consent Agenda

   Items:

   a) January 23, 2024 Meeting Agenda
   b) January 9, 2024 Meeting Minutes
   c) Animal Control Services IGA and Service Agreement Amendments
   d) Heron Lakes Gated Entrance License Agreement
   e) January 2024 Board Report

Trustee Kurtz moved to combine and approve the items on the Consent Agenda, minus item D. Mayor Pro-Tem Grace seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

Administrator Kirk gave some background information on item D, the Heron Lakes Gated Entrance License Agreement. The Board did not take action on this item.

5.II. Berthoud Adaptive Park Project

Administrator Kirk gave in introduction on the Berthoud Adaptive Park Project.

Lauren Bowling gave a presentation on the project.

Mayor Karspeck opened it up to public comment.
Cori Nau and Steve Schroyer spoke during public comment.
Mayor Karspeck closed public comment.

Mayor Pro-Tem Grace moved to approve the Berthoud Adaptive Park Project funding up to $650 thousand. Trustee Hardy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

5.III. Arboretum Design Presentation

Deputy Town Administrator, Jeremy Olinger, gave an introduction on the Arboretum Design.

Tyler Kiggins with Wenk Associates gave a presentation.

Public Works Operational Manager, Keith Knoll, provided some additional information.

Mayor Karspeck opened it up to public comment.
No one spoke during public comment.
Mayor Karspeck closed public comment.

The Board was supportive of staff bringing this item back in February.

5.IV. Consideration Of Approval Of The Form Of An Agreement For Reimbursement Associated With Farmstead Filing 3 For Construction Of A Roundabout

Administrator Kirk gave an introduction for both items 4 and 5 on the agenda.

Mayor Pro-Tem Grace moved to approve the reimbursement agreement between the Town of Berthoud and LGI Homes Colorado LLC for the construction of a roundabout at Mountain Avenue and County Line Road, subject to approval by the Town Attorney and the Town Administrator. Trustee Murphy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

5.V. Consideration Of Approval Of The Form Of An Agreement For Reimbursement Associated With Farmstead Filing 2 For Construction Of Sanitary Sewer Infrastructure

Mayor Pro-Tem Grace moved to approve the reimbursement agreement between the Town of Berthoud and LGI Homes Colorado LLC regarding sanitary sewer extension costs, subject to approval by the Town Attorney and the Town Administrator. Trustee Murphy seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

5.VI. General Marijuana Code Amendments - Public Hearing

Clerk Samora gave an introduction to the General Marijuana Code Amendments.

Mayor Karspeck opened the Public Hearing.
No one spoke during the Public Hearing.
Mayor Karspeck closed the Public Hearing.

Trustee Kurtz moved to approve Ordinance 1333, an ordinance of the Town of Berthoud, Colorado amending Chapters 13 and 30 of the Berthoud Municipal Code regarding Marijuana Businesses. Trustee Ayers seconded the motion. In a 7-0 roll call vote, THE MOTION CARRIED.

6. Elected Official Reports

Truste Murphy:

Trustee Murphy reported on the recent Tree Committee meeting, thanked staff for their collaboration with Thompson School District, and discussed the School Districts bussing issue.

Trustee Kurtz:

Trustee Kurtz discussed how municipalities can provide support to the agricultural community in regard to water or land preservation. Kurtz also inquired if the Town could write a letter of support for the House of Neighborly Services upcoming Life Center.

Trustee Hardy:

Trustee Hardy expressed concern over lighting near the Love's Travel Stop, and the roundabouts on Berthoud Parkway.

Mayor Pro-Tem Grace:

Mayor Pro-Tem Grace discussed the upcoming Youth Advisory meeting and inquired about feedback on the signage design. Grace also requested updates on railroad crossings, trail connections and CDOT communications.

Mayor Karspeck:

Mayor Karspeck reported on the Chili Cook Off and discussion about a veteran's memorial. Karspeck reported on a meeting with the American Petroleum Institute, several rail meetings, and an NPO meeting. Mayor Karspeck also shared some Berthoud history.

Administrator Kirk:

Administrator Kirk reported on the 1st St Sewer Line rehabilitation that is being done. Kirk acknowledged the Town Clerk's office on passport services, updated the Board on software tracking spreadsheets, and discussed the School Districts bussing issue.

7. Adjourn

The meeting was adjourned at 8:34 pm.

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

BOARD OF TRUSTEES INFORMATION

ADMINISTRATION DEPARTMENT

Meeting Date:	**February 13, 2024**
Agenda Title/Subject:	**Northern Water Temporary Use Cancellation**
Type of Item:	**Consent Agenda**
Purpose:	**Consideration of Resolution 03 (Series 2024) A Resolution Authorizing An Application to the Northern Colorado Water Conservancy District for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water under C.R.S. § 37-45-131 and an Application to the Northern Colorado Water Conservancy District for Cancellation of Temporary Use Permit.**
Presented by:	**Chris Kirk**

ATTACHMENTS:

1. Resolution 03 (Series 2024)
2. Application for Annually Renewable Perpetual CBT Contract.
3. Application for Cancellation of CBT Temporary Use Permit.

BACKGROUND:

In 2023, the Town of Berthoud acquired 50 Units in the Colorado Big Thompson Project ("CBT Units"). The Northern Colorado Water Conservancy District ("NCWCD") operates pursuant to a procedure under which municipalities are granted temporary use permits when CBT Units are acquired. At the beginning of each calendar year, municipalities are required to convert those temporary use permits to perpetual water contracts by applying to cancel the temporary use permits and entering into a perpetual contract. This procedure must be completed by March 1, and it applies to the subject 50 CBT Units which were transferred to the Town.

RECOMMENDATIONS:

It is Staff's recommendation that the Board of Trustees pass and adopt Resolution 03 (Series 2024) authorizing an Application to the Northern Colorado Water Conservancy District for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water under C.R.S. § 37-45-131 and an Application to NCWCD for the Cancellation of Temporary Use Permit.

RESOLUTION NO. 03
(SERIES 2024)
TOWN OF BERTHOUD, COLORADO

A RESOLUTION TO APPLY FOR AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE RIGHT TO USE COLORADO BIG THOMPSON PROJECT WATER AND FOR CANCELLATION OF TEMPORARY USE PERMIT

WHEREAS, the Town of Berthoud relies upon water from the Colorado-Big Thompson ("CBT") Project to provide water within the Town; and

WHEREAS, the Northern Colorado Water Conservancy District operates pursuant to a procedure under which municipalities are granted Temporary Use Permits when CBT Units are acquired. At the beginning of each calendar year, municipalities are required to convert those Temporary Use Permits to Annually Renewable Perpetual Water Contracts by applying to cancel the Temporary Use Permits and entering into a Perpetual Contract; and

WHEREAS, this procedure is required for 50 CBT Units the Town of Berthoud acquired during 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, AS FOLLOWS:

Section 1. The Board of Trustees for the Town of Berthoud ("Board") hereby authorizes the Mayor and Town Clerk to execute an Application to the Northern Colorado Water Conservancy District for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water under C.R.S. § 37-45-131, which contract shall be entered into in the name of the Town of Berthoud acting by and through its Town of Berthoud Water Activity Enterprise.

Section 2. The Board hereby authorizes the Mayor and Town Clerk to execute an Application to the Northern Colorado Water Conservancy District for cancellation of the Town's current Temporary Use Permit for 50 acre-feet.

Section 3. The Board hereby authorizes the Mayor and Town Clerk to also execute any other necessary documentation prescribed by the Northern Colorado Water Conservancy District to complete the transactions described herein.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2024, by the Board of Trustees of the Town of Berthoud, Colorado.

TOWN OF BERTHOUD

By:_____
William Karspeck, Mayor

Attest:

_____
Christian Samora, Town Clerk

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, Town of Berthoud, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is **50 acre-feet** to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.

2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for municipal, domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.

3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.

4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P.O. Box 1229, Berthoud, Colorado 80513.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.

6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.

7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.

8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant is necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.

10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this _____ day of _____, A.D., 20____.

TOWN OF BERTHOUD

By_____

ATTEST:

_____
(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for **50 acre-feet** of water is hereby made to the Town of Berthoud, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By_____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., _____.

ATTEST:_____
Secretary

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR CANCELLATION OF TEMPORARY USE PERMIT

The Town of Berthoud hereby applies for the cancellation of the following Temporary Use Permit:

Permit Dated	Acre-Feet
June 8, 2023	50
Total Quantity to be Released	**50**

Dated at Berthoud, Colorado this _____ day of _____, 20____.

TOWN OF BERTHOUD

By_____

ATTEST:

_____
(SEAL)

ORDER ON APPLICATION

Application having been made by the Town of Berthoud for the cancellation of the above Temporary Use Permit, and Hearing having been held by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above Temporary Use Permit be canceled.

Dated the _____ day of _____, 20____.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

_____
President

ATTEST:

_____
Secretary

BOARD OF TRUSTEES INFORMATION

PUBLIC SAFETY

Meeting Date:	**February 13, 2024**
Agenda Title/Subject:	**Larimer County Sheriff's Office Annual Report**
Type of Item:	**Presentation**
Purpose:	**Informational Presentation**
Presented by:	**Sergeant Justin Williamson**

BACKGROUND:

This item will be an informational presentation. There may be additional information distributed during the presentation.

BOARD OF TRUSTEES INFORMATION

SELECT DEPARTMENT

Meeting Date:	**February 13, 2024**
Agenda Title/Subject:	**Town Fireworks Event**
Type of Item:	**Consent Agenda**
Purpose:	**Board Approval of Event and contract**
Presented by:	**Administration**

ATTACHMENTS:

- Contract Proposal
- Contract

BACKGROUND:

The Town of Berthoud is planning to host its 6th annual fireworks show for the community on Wednesday July 3rd, 2024. Staff is recommending to continue to work with Zambelli fireworks who has managed all of Berthoud's previous annual shows to date. In similarity to last year, we are preparing for the fireworks show launch zone to be located at Waggener Farm Park. This centralized location will also host the community event that evening on the north portion of the property at the multiple purpose fields. The planned fireworks show this year is estimated at 20 plus minutes and is within the current budget for 2024.

Concurrently at Waggener Park, Town staff is planning a July 3rd festival and fireworks viewing at the northern end of the park. The Town will provide community entertainment including food for sale at food trucks, Kids Zone with inflatables, various activities, and a live concert. The Event is estimated to begin at 5pm and last until roughly 10pm in the park. Exact details and hours of the event will be marketed and made available to the community after Board approval.

FISCAL IMPACT AND FUND SOURCE:

The funding for this event will be from the budgeted line item in 2024. The contract will have a fireworks show at $42,500 and an additional estimated $22,000 for operations and programming of the event in the park.

Budget line item:

Community events- 11.01.5252.01

COMMUNITY TOUCHSTONES:

Part of Berthoud's **Community Identity** is being a great place to visit, live, and recreate. Providing an event of this nature creates an additional way to show a community togetherness and harmony by providing areas for family entertainment and viewing Fireworks show that frequently brings a positivity synergy within the Town throughout the event and several months after.

RECOMMENDED ACTION(S):

Board approval through consent for the Town Administrator to sign the contract with Zambelli's providing for the July 3rd, 2024 fireworks show and with approval Trustees will support the day's planned program and events.

Zambelli
FIREWORKS

TOWN OF BERTHOUD COLORADO

JULY 3, 2024

Fireworks Proposal Prepared By

Ernie Simmons
303-570-5135
Cell 863-287-9168
esimmons@zambellifireworks.com

Zambelli
FIREWORKS

Display Overview: Berthoud Colorado

Show Date: JULY 3, 2024
BUDGET: $42,500.00-22 minutes

Insurance Liability Coverage: $10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry with "AAA" rated companies.

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: $5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Colorado.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123, 1126 and NFPA 160 codes will be strictly enforced.

Zambelli
FIREWORKS

Berthoud Colorado July 3, 2024

$42,500.00 Budget

Opener
20-3" finale salutes
30-4" red white and blue color finale shells

Body of Program
240-4" assorted color and pattern shells
150-5" assorted color and pattern shells
90-6" assorted color and pattern shells

Grand Finale
60-3" finale salutes
210-4" color finale shells
15-5" color finale shells
16-6" color finale shells

Zambelli
FIREWORKS

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.

- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.

- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.

- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli deigns finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

Zambelli
FIREWORKS

Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention…"The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

Zambelli
FIREWORKS

GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2015 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

Zambelli
FIREWORKS

WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest "bang for your buck." We have a Colorado network which is unrivaled in the industry. With our offices in Denver, a permanent storage facility in Aurora, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.

Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL, the western office is located in Bakersfield, CA, the central US office is in Denver Co. Zambelli Fireworks currently employees over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli
FIREWORKS

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.
George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom

and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason…customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

Zambelli
FIREWORKS

COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

MLB World Series, NFL Super Bowl, Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Florida Marlins, Atlanta Braves, Washington Redskins, Pittsburgh Steelers, Tampa Bay Bucs, Miami Dolphins, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Colorado Displays

Colorado Rockies, Colorado Rapids, Colorado Outlaws, City of Aurora, City of Arvada, City of Thornton, Town Of Idaho Springs, Fiddlers Green, Elitch Gardens, Steamboat Springs Ski School, Steamboat Lake Resort, I25 Speedway, City of Cripple Creek,
Ute Mountain Casino, as well as many corporate and private events.

Zambelli
FIREWORKS

Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Operations Manager
Senior Project Manager
863-287-9168 cell
epsimms@aol.com
esimmons@zambellifireworks.com

Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually.

Jerry Jones
Facilities Manager
Senior Technician
303-845-2620

Jerry has over 25 years experience as a technician and manages our Colorado storage facility.

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian
Senior Designer/Choreographer
561-395-0955 office
239-225-8012 cell
zach@zambeliifireworks.com

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world.

Zach just recently designed and produced the winning program representing the United States in the International Fireworks Competition for 2016 in Calgary.

Zambelli
FIREWORKS

Chrysanthemums

Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chyrs.
Silver to Green Chyrs.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pisitl
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

Zambelli
FIREWORKS

Peonies

Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red Peony
Half Green Half White Peony
Pink Peony
Green to Silver to Blue Peony
Blue Peony w/Blue Palm Tree.
Multi-Colored Peony
Green Peony w/Gold Palm Tree
Red to Blue Peony
White Peony w/Blue Pistil
Glittering Peony
Silver to Blue Peony
Half Green Half White Peony
Silver Wave to Purple Peony
Green to Purple Peony
Blue Peony w/titanium reports
Blue to Silver Peony
Sparkling Peony w/Pistil
Popping Peony (White)
Half White Half Red Peony
Golden Waves to Purple Peony
Brilliant Orange Peony
Red to White to Blue Peony

Zambelli
FIREWORKS

Crossettes

Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes

Zambelli
FIREWORKS

Duration/Lingering Effects (Willows, Brocades, Kamuros)

Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red
Long Duration Red Falling Leaves
Brocade Crown to Red
Purple Falling Leaves
Super Brocade Crowns
Ultra-Long Duration Gold Kamuro
Gold Poca Shells

Zambelli
FIREWORKS

Dahlias

Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia	Blue Dahlias w/Pistil
Green Dahlia w/Pistil	Red Dahlia w/Pisitl
Yellow Dahlia w/Pistil	Red and Blue Dahlia
Pink Dahlia	Silver Dahlia
Gold Strobe Dahlia	Blue Strobe Dahlia
Red Strobe Dahlia	Purple Strobe Dahlia
Variegated Dalia	White Dahlie w/Purple Tips
Purple and Red Dahlia	White Dahlia w/Red Tips

Zambelli
FIREWORKS

Patterns

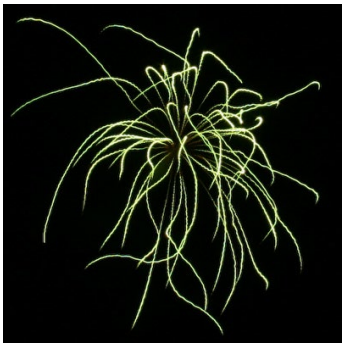
Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees
Red Hearts
Green to Purple Ring
Octopus Shells
Saturn Rings
Smile Faces
Green to Blue Crossing Rings
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Saturn Blasts
Meteor Rings
Crackling Palm Trees
Triple Rings w/scattering stars
Half White Half Purple Ring

Zambelli
FIREWORKS

Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees	Blue Bees
Horsetails	Aluminum King Shells
Large Silver Whirls (Serpents)	Blue and Red Spiders
Trees of Many Colors	Kaleidoscopes
Peacock Feathers	Gold Sparkling Kamikazes
Thousands of Gold Waves	Thousands of Red Waves
Peacock Tails	Red, White, Blue Dragon Eggs
Silver and Purple Strobes	Popping Flowers
Treasure Chests	Red Shell of Shells
Green Magnesium to Fast Strobe	Green Shell of Shells
Multi-Color Shell of Shells	Tourbillion and Multi-Color

Zambelli
FIREWORKS

Specialty Noise

Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Diamond Screamer Whistles
Crackling Double Rings
Crackling Coconut Trees
Twice Crackling Rain
Blue Crackling Flowers
Artillery Titanium
Gold Crackling Chrys
Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars

Zambelli
FIREWORKS

Barrage Cakes

Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are an example of the various types and designs.

35 Shot White Flitter Comet Box
35 Shot Red Crossette Fan Box
35 Shot Thunder Tourbillion Fan Box
35 Shot Dragon Eggs w/Tails
36 Shot Silver Fish with Tourbillion
36 Shot Assorted Colorful Falling Leaves
36 Shot Gold Twinkling Kamuro Box
36 Shot Red and Blue Crossettes
49 Shot Red and Silver Moons
49 Shot Red Crackling Tails
49 Shot Silver Crossettes
49 Shot Red and Green Crossettes
100 Shot Hammer Boxes
100 Shot Brocade Crowns
100 Shot Blue Crossettes with Tails
100 Shot Variegated Peonies
136 Shot W Shape Purple Kamuro
300 Shot 8 Shape White Strobe
372 Shot W-Shape Golden Willow

119 Shot Rapid Fired Gold Comets
192 Shot Fast Pearl Zippers
96 Shot Peacock Tails
140 Shot Silver Rain
80 Shot V-Shape Silver Coconuts
80 Shot V-Shape Rainbow Chrys.
200 Shot Whistling Comets
70 Shot Z-Shape Midnight Snow
400 Shot V Shape Rapid Fire Box
408 Shot Zipper Rapid Fire Box
300 Shot Finale Comet Box
665 Shot Silver Barriers
Angle Wipe Devices – (various angles)
Zipper Curtain Devices
Zipper Chase Devices
Fan Chase Devices
136 Shot W-Shape Silver to Green
300 Shot 8 Shape Red Pear Comets
408 Shot Z Shape Lime Green Pearl

Zambelli
FIREWORKS

References

City of Thornton
Contact-Chris Steinke 720-977-5939 email chris.steinke@cityofthornton.net
2211 Eppinger Blvd.
Thornton Co. 80229

Colorado Rockies Baseball Club
Contact-Beverly Coleman 303-312-2245 email Beverly.coleman@rockies.com
2001 Blake Street
Denver Co. 80205

Steamboat Springs Ski Resort
Contact Nelson Wingard 970-871-5386 email nwingard@steamboat.com
2305 Mt. Werner Circle
Steamboat Springs Co. 80487

City of Aurora Co.
Contact-Joshua Strum 303-739-7163 email jstrum@auroragov.org
15151 East Alameda Parkway
Aurora Co.

Ernie Simmons will be the Project Manager, his info is listed on page 10.

Matthew Johnson will be the lead technician.
300-726-3343 email mj147@gmail.com
2121 Night Sky Lane
Lafayete Co. 80026
Matt is holds a Pyrotechnicians license issued by the State of Colorado Fire Marshall's office.
He has been an employee of Zambelli Fireworks for more than 10 years.
He has worked on the following projects.
City of Longmont
City of Idaho Springs
City Cripple Creek
City of Lochbuie
Ute Mountain Casino
Elitch Gardens
Colorado Rockies

Zambelli
FIREWORKS

Denver Outlaws

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this

30th day of January, 20 24, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

Town of Berthoud (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a 22 minute fireworks display (per the quote submitted by Zambelli to Client, accepted by Client and made a part hereof) (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

   Display Date: July 3, 2024 **Postponement Date (if any):** _____

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.

3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of $ 42,500 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three days before the Display Date. All credit card payments will be subject to a 3.9% surcharge. Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

   (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

   (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, where applicable, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks when required. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by the City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.

   (c) **If the display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**

6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.

8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.

9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

DocuSign Envelope ID: [illegible]

(a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.

12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.

13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.

14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

15. This contract shall be deemed made in the State of Colorado and shall be construed in accordance with the laws of the State of Colorado, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Colorado to decide all disputes regarding this Contract.

16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.

17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.

18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

DocuSign Envelope ID: C681C4C1-6E7E-4279-98EF-0BD6B82F4B2F

20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.

22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 807 Mountain Ave, Berthoud, CO 80513.

23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:	**FOR: Zambelli Fireworks Manufacturing Co.**
BY_____	BY_____
PRINT Chris Kirk, Town Manager	PRINT_____
DATE_____	DATE_____

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487
561.395.0955 800.245.0397 FAX 561.395.1799

DocuSign Envelope ID: C681C4C1-6E7E-4279-90EF-6BD6B62F4B2F

Zambelli FIREWORKS

Communication Sheet

Communications Sheet must be completed in its entirety each year.

Our insurance carrier requires a newly completed form each year.

A Zambelli Fireworks representative will use this sheet to contact you.

Customer Information		**Show Information**	
Customer Name		Show Date	
Address		Rain Date	
City, State, Zip		Time of Show	
E-Mail		Duration of Show	
Firing Site Location		**Storage Site Location**	
Description		Description	
Site contact Name		Site Contact Name	
Phone Number		Phone Number	
Address		Address	
City, State, Zip		City, State, Zip	
Main Contact		**A/P Billing Contact**	
Name		Name	
Address		Address	
City, State, Zip		City, State, Zip	
Home Phone Number		Home Phone Number	
Fax Number		Fax Number	
Office Number (& ext.)		Office Number (& ext.)	
Cell Number		Cell Number	
E-Mail		E-Mail	
Alternate Contact		**Show Day Contact**	
Name		Name	
Address		Address	
City, State, Zip		City, State, Zip	
Home Phone Number		Home Phone Number	
Fax Number		Fax Number	
Office Number (& ext.)		Office Number (& ext.)	
Cell Number		Cell Number	
E-Mail		E-Mail	

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J
Boca Raton, FL 33487
(561) 395-0955
www.zambellifireworks.com

DocuSign Envelope ID: C681C4C1-6E7E-4279-98EF-0BD6B82F4B2F

Zambelli FIREWORKS

Required Insurance Requisition Form

Customer Name _____

Address _____

City _____ State _____ Zip _____

Display Date _____ Rain Date _____

Location of Display _____

City _____ State _____ Zip _____

Name all Additional Insured

_____

_____

_____

_____

_____

_____

_____

_____

Name & Address of Display Site Property Owner

_____

_____

_____

Certificate to be issued to: _____

Address _____

City _____ State _____ Zip _____

Title _____ Phone _____

*** This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J
Boca Raton, FL 33487
(561) 395-0955
www.zambellifireworks.com