



Town of Green Mountain Falls
Board of Trustees Special Meeting Agenda
Thursday, April 30, 2020 at 6:30 p.m.

Online Meeting ONLY*. Join the Zoom Meeting by clicking on the following link:
<https://us02web.zoom.us/j/83040376032?pwd=cHM5QVAvNlk1QWhZUHI6RzUxMU5Rdz09>

To make a **public comment** please **pre-register** by 4pm on the day of the meeting
via email: clerk@gmfco.us

SPECIAL MEETING:

1. CALL TO ORDER / ROLL CALL
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. NEW BUSINESS
 - a. 4th of July Celebration Discussion: Low Proximity Fireworks Display Proposal, Jesse Stroope
4. REPORTS
 - a. Trustees
5. ADJOURN

From: Jesse Stroope [REDACTED]
Sent: Tuesday, April 28, 2020 5:58 PM
To: Angie Sprang [REDACTED]; Jane Newberry [REDACTED]
Subject: Green Box

Hello Angie,

I have an opportunity to purchase a low proximity fireworks display for use during the block party this year on the Fourth of July.

Low proximity shows have an extremely low fire danger and are the ones used in football stadiums and the like during sporting events. I met with Tri State Fireworks yesterday and looked at possible launch locations in town. The most appealing would be to use Gazebo Island and the bridge as the launching site. There would be no impact to the island, bridge, gazebo, fish or fowl.

I spoke with Steve Murphy last year about this possibility and he was supportive at that time. I have been unable to reach him today but will continue to try and will let you know his level of support once I have spoken to him.

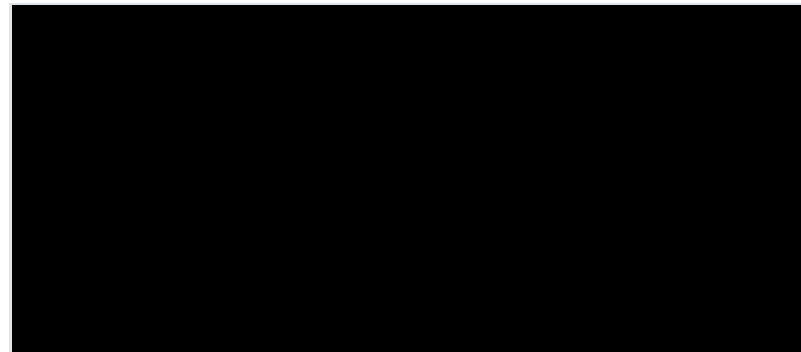
In order to hold the show, I must make a non refundable deposit prior to the next BOT meeting. I have spoken with Jane Newberry who was supportive of exploring the topic and possible having an emergency BOT meeting so that I can secure the show in time.

Attached here is a sample COI from one of their shows. A paragraph from Tri State Fireworks regarding their work and a link to their website.

Please let me know how you advise proceeding.

Jesse

tri-statefireworks.com



Nebraska - Tri-State Firew...

Full-service Pyrotechnics Company Serving Colorado and Rocky Mountain Region. We Provide Outstanding Indoor and ...

Jesse Stroope
Green Box Arts



This letter is intended to introduce to you the technology of Close Proximity Pyrotechnics. These products provide technologies in audience safety, shooter safety, and property safety. "Close Proximity Pyrotechnics" describes products that have been specifically engineered for use *close to audiences and structures*. They are being used extensively in theme parks, music concerts, and indoor venues. And they are being used with great safety and control, because of their precise and predictable performance. Since they are designed for firing close to audiences, they are much more entertaining, while using only a small fraction of the explosives of conventional fireworks.

Close proximity pyrotechnics are not classified as 'fireworks'. Our products are classified by the U.S. Department of Transportation as "Articles, Pyrotechnic, UN# 0431". All items comply with recommendations of NFPA 1126. They are designed to be used in distance-restricted areas where traditional display fireworks cannot be used.

Close Proximity Pyrotechnics are much smaller than conventional fireworks. Each product has been engineered to precise specifications to control force of lift, height of lift, spread of breaks, distance of horizontal travel, and amounts of 'fallout'.

This is a precision technology. Unlike conventional fireworks, *each component in a close proximity device is manufactured to exact dimensions, weight, and explosive force*. Powder charges are carefully weighed to tolerances within hundredths of a gram. Component sizes are controlled to within thousandths of an inch. Flight distances and break diameters are controlled tightly within ranges of a few feet. *ALL EXPLOSIVE COMPONENTS are manufactured in the United States*.

Close proximity pyrotechnics have a special characteristic that fire officials especially enjoy – they produce almost no fallout. A few devices like aerial shells still produce small amounts of paper litter after firing. But in *all cases, ALL paper components in our close proximity effects are fire-retardant*, so that NO burning debris falls from any device. In most cases, our effects actually produce *NO fallout*. The only debris from firing is the flame-retardant paper caps from the launch tubes, which travel upward only a few feet, and which typically fall back to within ten feet of the launch tube. All aerial effects are engineered so that components intended to burn in the air (like stars from a shell) are totally consumed in the air.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: ██████████ PHONE (A/C, No. Ext): ██████████ E-MAIL ADDRESS: ██████████	FAX (A/C, No): ██████████	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tri-State Fireworks Inc.; JC Fireworks PO Box 31 Brighton CO 80601	INSURER A : SCOTTSDALE INS CO		████████
	INSURER B : NATIONAL CAS CO		████████
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 339998547

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS3244957	3/1/2020	3/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBO0001220	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS0013555	3/1/2020	3/1/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

State of Colorado
 1570 Grant St
 Denver CO 80203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.