

1. Agenda

Documents:

[BOMC-1-11-23-WS-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Setting Qualifying Fees For November Election

Documents:

[2023 QUALIFYING FEES RESOLUTION.PDF](#)

4. July 4th Fireworks Contract

Documents:

[PYROTECNICO JULY 4 2023 CITY OF AVONDALE ESTATES GA FIREWORKS  
DISPLAY AGREEMENT FOR SIGNATURE.PDF](#)

5. Public Comment

6. Executive Session -- Real Estate

7. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS  
WORK SESSION  
JANUARY 11<sup>TH</sup>, 2023  
IMMEDIATELY FOLLOWING REGULAR MEETING**

**AGENDA**

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Setting Qualifying Fees for November Election**
- Item #4 **July 4<sup>th</sup> Fireworks Contract**
- Item #5 Public Comment
- Item #6 **Executive Session – Real Estate**
- Item #7 Adjournment

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING THE QUALIFYING FEES FOR THE 2023 MUNICIPAL GENERAL ELECTION FOR THE CITY OF AVONDALE ESTATES**

**WHEREAS**, the City of Avondale Estates will hold a municipal general election on November 7, 2023 to elect a Mayor and two Commissioners to the Board of Mayor and Commissioners; and

**WHEREAS**, the City of Avondale Estates is required under State of Georgia law (O.C.G.A. § 21-2-131) to set a qualifying fee for candidates wishing to run for a seat on the Board of Mayor and Commissioners during the 2023 Municipal General Election no later than February 1<sup>st</sup> of the election year; and

**WHEREAS**, in accordance with State of Georgia law, the fee shall be three percent (3%) of the annual pay for each seat; and

**WHEREAS**, the Mayor receives a stipend of \$600 per month (\$7,200 per year) and Commissioners earn \$400 per month (\$4,800 per year);

**NOW, THEREFORE, BE IT RESOLVED BY THE** Board of Mayor and Commissioners of the City of Avondale Estates that a fee of \$216 be paid by citizens qualifying to run for Mayor and \$144 by candidates for Commissioner.

**SO RESOLVED**, this 25<sup>th</sup> day of January, 2023.

**BOARD OF MAYOR AND COMMISSIONERS  
CITY OF AVONDALE ESTATES, GEORGIA**

\_\_\_\_\_  
**JONATHAN ELMORE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Gina Hill, City Clerk**

# **PYROTECNICO FIREWORKS, INC.**

This Fireworks Display Agreement (“Agreement”) entered into this on **December 6, 2022** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **City of Avondale Estates, GA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER \_Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 4, 2023.** (the “Display Date”), weather permitting.

Customer agrees to pay Pyrotecnico the sum of **\$26,000.00 (\*includes \$320.00 permit fee)** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$13,160.00** is due **March 31, 2023.** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$4,172.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$10,592.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$13,160.00.**

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **200 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

**PYROTECNICO :**

**CUSTOMER:**

By (sign): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

By (sign)\_: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: : \_\_\_\_\_



**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".**

Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Date(s) of Show: \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain/Postponed Date(s): \_\_\_\_\_

Day-of-Show Contact Name: \_\_\_\_\_

Day-of-Show Mobile Phone Number: \_\_\_\_\_

Day-of-Show Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Additionally Insured – If Applicable:

\_\_\_\_\_  
\_\_\_\_\_