



Date: 14 May 2013
To: Members of the Common Council
From: Donald Merkes, Mayor

D/M

RE: 2013-2014 Fireworks Contract

The Communityfest fireworks are an important part of the quality of life that we enjoy here in Menasha. Spielbauer Fireworks has provided our dramatic displays for years, pleasing thousands of spectators, lighting the sky with color. In order to secure the best price the City normally enters into a two year contract. By doing this we lock in 2013 pricing for the 2014 show as well.

I have structured the contract for both 2013 and 2014 to have a base of \$15,500. This represents the City and Menasha Utilities contribution to the show. While the base show is passable, each year we do additional fundraising to create a spectacular display, adding in specialized shells, shell flights, midlevel boxes, and emphasis to the finale. We have the ability to add as many or few additional shells as funding is available for.

Portions of the 2013 show will be shot from a slightly different location (closer to the boat launch) to address issues with wind we have had for the past few years. In addition more aerial shells will replace ground displays to increase visibility to more in the park.

I would recommend that we approve a contract with Spielbauer Fireworks for both 2013 and 2014.



SPIELBAUER FIREWORKS CO., INC.

DISTRIBUTORS & EXHIBITORS

WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.

Office: 1976 Lane Road
Green Bay, WI 54311

Factory & Warehouses: Bellevue

Telephone 1-920-336-0446

Fax 1-920-336-1214

Menasha

(Village)

WI

(Location)

Contract entered onto this 9th day of **May** A.D., 2013 by and between Spielbauer Fireworks Co., Inc. party of the first part, and the **City of Menasha**.

Authorized Agent Mayor Don Merkes
(Official in Charge)

Party of the first part agrees to furnish party of the second part Fireworks per program submitted, said display to be given on the evening of **July 4th, 2013** weather permitting. It should be understood that should inclement weather prevent the giving of said display on date herein mentioned, the program would be given on the next clear night falling during the above week, for the additional sum of three hundred dollars, to cover auxiliary costs suffered by party of the first part. If said display is not rescheduled, a cancellation fee of 20% of the contract price shall be charged.

Party of the second part agrees to furnish party of the first part sufficient space for the proper giving of said display, also to furnish dry space to store and prepare said fireworks; furnish necessary police protection and necessary lumber that may be required for erecting the display, to help our expert display man that we send to superintend said displays.

The party of the first part agrees that proper protection for the benefit of spectators will be covered by bodily injury and property damage insurance at the time of display, automobiles excluded. It is further agreed and understood that the party of the second part is to pay the party of the first part the sum of **\$15,500.00** for the above display, same to be paid **balance due by July 4th, 2013**.

The parties hereto do mutually and severally guarantee the terms, conditions, and payments of this contract, their articles to be upon the parties themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF we set our hands and seals in duplicate hereof this 9th day of **May, A.D., 2013**.

WITNESSES:

ACCEPTED BY X

(Official in Charge)

Pat W. Spullman
Spielbauer Fireworks Co., Inc. REP

REMARKS:

Fireworks as per itemized proposal number 13Me2083 dated 5/9/13. Note that this is a one-year contract for July 4th, 2013.



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