





**Legend**

-  Pad
-  140 foot buffer
-  280 foot buffer
-  Streets (Buncombe County)



0 25 50 100 Feet



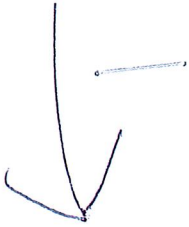
# Firework Maps

Map created March 26, 2013 by  
the City of Asheville Information Technology Department.









NORTH CAROLINA  
 DEPARTMENT OF INSURANCE  
**OSFM**  
 OFFICE OF STATE FIRE MARSHAL

*Wagner Gordon*


Commissioner of Insurance

*Peter D. Montgomery*

Outdoor Pyrotechnics  
 Display

**OPERATORS  
 LICENSE**

A  
 P  
 R



2  
 0  
 1  
 7

Brian Pruett  
 License # 2160

TECHNICIAN:

Brian Pruett  
1192 Woodridge Lane  
Newberry, SC 29108

DOB:

4/1/58

CELL:

803.924.5274  
Bpruett934@aol.com

# Federal Explosives License/Permit (18 U.S.C. Chapter 40)

BLM/ISSUED 2/2004 REVISED 10/2013

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number <b>8-PA-073-23-5J-12122</b>
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher L. Reers</i>	Expiration Date <b>September 1, 2015</b>

Name  
**PYROTECNICO**

Premises Address (Changes? Notify the FELC at least 10 days before the move.)  
**299 WILSON RD  
NEW CASTLE, PA 16101-**

Type of License or Permit  
**23 IMPORTER OF EXPLOSIVES**

**Purchasing Certification Statement**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operation specified above under "Type of License or Permit."

**Mailing Address (Changes? Notify the FELC of any changes)**

**S VITALE PYROTECHNIC INDUSTRIES INC  
PYROTECNICO  
PO BOX 149  
NEW CASTLE, PA 16103-0149**

*Stephen J. Vitale*  
\_\_\_\_\_  
Licensee/Permittee Responsible Person Signature  
**Stephen J. Vitale**  
Printed Name

**President**  
\_\_\_\_\_  
Position Title  
**10.25.12**  
Date

ATF Form 5400-14-010-15 Part 1  
Revised October 2011

Previous Edition is obsolete S VITALE PYROTECHNIC INDUSTRIES INC 299 WILSON RD - 610 1-PA 175 21 5-12122 September 1, 2015 23-IMPORTER OF EXPLOSIVES

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: <a href="http://www.atf.gov">www.atf.gov</a>
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**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59)** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

*(Continued on reverse side)*

**Cut Here ✂**

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: **S VITALE PYROTECHNIC INDUSTRIES INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-5J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 1, 2015**

Please Note: Not Valid for the Sale or Other Disposition of Explosives

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made this 19 day of May, 2015 by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina, (hereinafter sometimes "Licensor") and the City of Asheville, (hereinafter sometimes "Licensee");

**WITNESSETH:**

WHEREAS Licensor owns a certain Parking Deck located at 164 College Street in Asheville, North Carolina as same is more particularly described in Book 1097 at Page 639 Buncombe County, North Carolina Registry and shown on the records of the County Assessor's office as parcel #: 9649-51-1124 (hereinafter sometimes "Parking Deck"); and

WHEREAS Licensor owns a certain Parking Lot located at 35 Woodfin Street in Asheville, North Carolina as same is more particularly described in Book 1097 at Page 639 Buncombe County, North Carolina Registry and shown on the records of the County Assessor's office as parcel #: 9649-51-2403 (hereinafter sometimes "Parking Lot"); and

WHEREAS the aforementioned Parking Deck and Parking Lot owned by Licensor are shown on the map attached hereto as Exhibit A; and

WHEREAS, Licensee desires to use the Parking Deck for the limited purpose of conducting a fireworks/pyrotechnics show on the top deck and Licensor is willing to allow its Parking Deck to be used for such limited purpose upon the terms and conditions set forth below.

WHEREAS, Licensee desires to use the Parking Lot for the limited purpose of providing parking spaces for displaced vehicles from the aforementioned fireworks/pyrotechnics show and Licensor is willing to allow its Parking Lot to be used for such limited purpose upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed that Licensor hereby grants unto Licensee and Licensee does hereby accept as a Licensee of Licensor permission to use the Parking Deck and Parking Lot under the terms and conditions set forth as follows:

**I. TERMS AND PAYMENTS**

**A. Use of Licensed Premises.**

1. **General Uses.** Licensor for the term set forth herein and subject to the terms and conditions of this License, hereby grants to Licensee, its agents, or representatives permission to use the Parking Deck and Parking Lot exclusively for the limited purposes set forth above. Licensor understands and agrees that Licensee has contracted with a third party, the Asheville Downtown Association (“ADA”), to produce this Fourth of July Event and as such, ADA’s personnel, employees, agents and assigns will be the primary users of the Parking Deck and Parking Lot under this Agreement and shall abide by all terms of this Agreement the same as if they were the direct Licensee. The Licensee is prohibited from using the property in any other manner unless it is approved by the Licensor in its sole discretion.
  2. **Repairs and Maintenance During Lease Term.** If damage occurs as a result of Licensee’s activities conducted pursuant to this Agreement, Licensee shall, at Licensee’s expense, make all necessary repairs to the Property, including, but not limited to floors, doors and windows, interior and exterior walls, ceilings, roof, roof coverings (including flashing and gutters), heating, ventilation, air-conditioning, plumbing, electrical and mechanical equipment and systems, and structural components (including foundations, columns, floors, walls, ceilings and roofs).
  3. **Alterations and Improvements.** Licensee shall not make any alterations or improvements to the Parking Deck or Parking Lot.
- B. Term.** This License shall be for a period commencing at 7:00 a.m. July 4, 2015 (the “commencement date”) and terminating at 8:00 a.m. July 5, 2015. The Licensee may terminate this License at any time prior to the commencement date. Licensee shall remove all personal property by the expiration of the notice period. The Licensee shall be entitled to a pro-rata refund of the License Fee should the Licensor terminate this License before or during the term.
- C. Termination.** Either party may terminate this Agreement upon thirty days (30) written notice to the other party.
- D. License Fee.** The fee for use of the Parking Deck and Parking Lot during the term shall be waived.
- E. Security Deposit.** An advance deposit of for any damages and cleaning required by County staff after term has been waived for this event. However, it is the intent of this section that all personal property, waste, trash, equipment, etc., in any way related to the event must be removed by the termination of this License term. Licensee will ensure that all marks made by the discharge of the above reference pyrotechnics to the deck surface shall be cleaned and removed. Any such property, equipment or other items remaining thereafter shall be deemed abandoned and may disposed of by Licensor.



Should the Licensor have to make any repairs to the property or remove any property, equipment or trash of Licensee after termination of the License the Licensee assumes full responsibility for the cost. Notwithstanding the foregoing, prior to any removal or cleaning by County staff, Licensor agrees to notify Licensee immediately if property remains or conditions are considered unacceptable and provide Licensee the opportunity to cure such conditions prior to 8:00 am on July 5, 2015.

- F. **County Staff.** County (Licensor) will have staff on site for the event. County shall determine staffing needs in its sole and complete discretion at least one week in advance of the event. These staffing costs shall be paid by the County.

## II. **INSTALLATION MAINTENANCE AND ACCESS**

- A. **Additional Fees.** All costs directly or indirectly associated with use of the Parking Deck and Parking Lot are the sole responsibility of Licensee.
- B. **Access.** Licensee shall have an exclusive right, with the exception of permitted County staff, to access the Parking Deck and Parking Lot for ingress and egress purposes during the term of the Agreement.

## III. **INSURANCE AND INDEMNITY**

- A. **Insurance.** Licensee and its third party agent, ADA, shall each provide a certificate of insurance prior to the commencement of this License evidencing coverage in the limits and amounts shown below. All parties to this License Agreement acknowledge ADA's liability insurance shall be primary and non-contributory if bodily injury or property damage loss occurs in connection with ADA's services performed under this License Agreement regardless, of other insurance which may be available to the Licensor and Licensee. All certificates of insurance for general liability shall show the County of Buncombe as an additional named insured.
  1. ADA, Licensee, shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the Parking Deck and its activities therein during the Lease Term with a minimum limit of \$1,000,000 per occurrence. Licensor shall be listed as an additional insured on this policy. ADA will provide Licensor with a certificate of insurance evidencing this coverage. The certificate of insurance should specifically state that the coverage is provided for firework/pyrotechnic operations.
  2. ADA agrees to ensure all subcontractors retained by ADA to produce the fireworks/pyrotechnic operations associated with this License Agreement maintain said required commercial general liability insurance coverage, however, ADA's contracted Fireworks Production Company may be required to carry additional lines of insurance and higher limits specified by ADA and the Licensor.

3. In the event of bodily injury or property damage loss caused by ADA's negligent acts or omissions in connection with ADA's services performed under this License Agreement, ADA's liability insurance shall be primary with respect to any other insurance which may be available to the Licensor and Licensee, regardless of how the "Other Insurance" provisions may read.
  4. City, Licensee, shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the Parking Deck and its activities therein during the Lease Term with a minimum limit of \$5,000,000 and a \$5,000,000 general aggregate. Licensor shall be listed as an additional insured on this policy. Licensee will provide Licensor with a certificate of insurance evidencing this coverage. The certificate of insurance should specifically state that the coverage is provided for firework/pyrotechnic operations.
  5. Licensees must maintain Workers' Compensation insurance in compliance with all applicable statutes.
  6. All insurance shall be procured from reputable insurers authorized to do business in North Carolina.
  7. All motor vehicles must have liability coverage and proof of insurance must be provided to Licensor.
- B. **Indemnity and Hold Harmless.** Licensor shall not be liable for any loss, damage, injury or expense of any kind or nature to any person or property, directly or indirectly, arising from or in connection with the access to or entry upon the Parking Deck and Parking Lot by Licensee, its agents, contractors, subcontractors or other representatives and activities related to this Agreement. Licensee and ADA agree to indemnify and hold harmless Licensor and all of its respective officers, agents, directors, representatives, consultants, and contractors from any liability, claim, demand, action, cause of action, suit, loss, damage, injury, expense, cost, settlement or judgment of any kind or nature directly or indirectly rising from the intentional, reckless or negligent acts or omissions of Licensee, its agents, contractors, subcontractors or other representatives in connection with this Agreement and their access to or entry upon the Parking Deck and Parking Lot. The provisions of this paragraph shall survive the termination of this License. Notwithstanding the foregoing, this provision shall not apply to any claim arising out of, or related to, any active or primary negligence of or by Licensor, its officers, employees, or agents.
- C. **Independent Contractor.** In all matters relating to or concerning this License, Licensee, its agents, contractors, subcontractors and other representatives are, and shall act as, independent parties acting within their own means and on their own behalf. Licensee, its agents, contractors, subcontractors and other representatives, respectively, are not agents, servants, employees or otherwise representative of either Licensor or any other

user of the Parking Deck and Parking Lot, nor shall any of Licensee, its agents, contractors, subcontractors or other representatives represent themselves to have any such relationship with Licensor or any other user of the Parking Deck and Parking Lot. Nothing contained in this License shall be construed to establish a joint venture or partnership between Licensor or any other user of the Parking Deck and Parking Lot and Licensee, its agents, contractors, subcontractors or other representatives.

#### IV GENERAL MATTERS

1. **Assignment and Sublicensing.** Unless otherwise agreed upon, Licensee shall not transfer or assign all or any interest in this License.
2. **Taxes and Assessments.** Licensee shall pay any taxes, assessments, charges, fees or licenses attributable to its use of the Parking Deck and Parking Lot.
3. **Notice.** The parties hereby acknowledge that all communication required, permitted, or contemplated by this Agreement must be in writing and must be sent by facsimile, email, certified mail (return-receipt requested), overnight delivery service (with proof of delivery), or commercial courier (with proof of delivery) to the following addresses. Any notice given by facsimile or email also shall be delivered by certified mail, overnight delivery service, or commercial courier within two (2) days after the original transmission. Either Party may change its address(es) by giving five (5) days prior notice to the other Party of such change. Notice shall be deemed delivered or received upon the earliest to occur of: (a) receipt of the transmission if sent by facsimile or email; (b) three (3) days after the postmark if sent by certified mail; (c) the next day that is not a Saturday, Sunday, or legal holiday if sent by overnight delivery service, or (d) upon receipt if delivered by commercial courier.

To Licensor: County of Buncombe  
200 College Street, STE 300  
Asheville, NC 28801  
Attn: County Manager

To Licensee: City of Asheville  
70 Court Plaza, 2<sup>nd</sup> Floor  
Asheville, NC 28801  
ATTN: City Manager

4. **Governing Law.** This License shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the parties that cannot be resolved amicably then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina

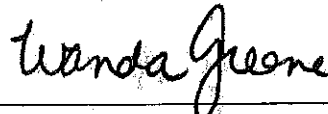
which shall have venue and jurisdiction over the subject matter and the parties. All rights and remedies of Licensor under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law or by equity.

5. **Severability.** Should any provision or provisions contained in this License be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
6. **Entirety.** This License contains the entire agreement of the parties and may not be modified, except by an instrument in writing and signed by both parties. This License supersedes and cancels all prior negotiations between the parties as to the subject matter hereof, and any changes shall be in writing by the party affected by such change.
7. **Compliance.** Licensee agrees its use of the Property during the term of this License shall be done in compliance with all federal, state and local laws.

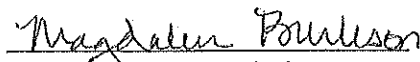
ATTEST:

  
Kathy Hughes, Clerk to the Board

County of Buncombe, Licensor

By:   
Wanda Greene, County Manager

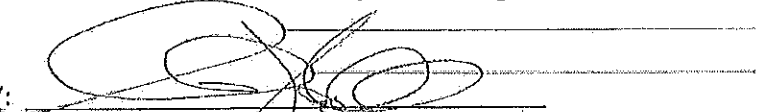
ATTEST:

  
, Clerk

City of Asheville, Licensee

BY:   
Gary Jackson, City Manager

Asheville Downtown Association, Licensee Agent

BY:   
Adrian Vassallo, President



May 21, 2015

Mr. Drew Walls  
Windsor Capital Group, Inc.  
31 Woodfin St.  
Asheville, NC 28801

Re: July 4th Firework Discharge Permission Fallout Zone  
Property Owner-  
31 Woodfin St.  
Asheville, NC 28801

Dear Mr. Walls:

The Asheville Downtown Association plans to discharge fireworks on July 4, 2015, from the Buncombe County owned property (the parking deck on College Street) which is in close proximity to your property. The above referenced property which you own is located within an area known as "the fallout zone" which means it could be minimally impacted by the discharge of the fireworks (i.e. falling ash and/or debris). The discharge location and properties within the fallout zone are shown on the aerial photo attached hereto as Exhibit A.

The Asheville Downtown Association will include the Renaissance Asheville Hotel as an additional insured on certificates of insurance.

The Asheville Downtown Association (ADA) seeks your permission as the owner of property within the fallout zone to discharge fireworks as planned. The ADA will agree to the following conditions:

- 1) The ADA shall obtain all necessary federal, state, and local permits or approvals which may be required to conduct its activities.
- 2) After completion of the fireworks, if the condition of the property shown on Exhibit A has been impacted by the fireworks, the ADA will work with the City to restore the property to its original condition. An ADA representative will contact you prior to the fireworks event to schedule a time for mutual inspection of your property to determine its current condition.
- 3) The ADA agrees to indemnify and to hold harmless the Property Owner for any and all liability arising out of the ADA's fireworks discharge activities as they may relate to your property, with the exception of any liability which arises out of the actions of the Property Owner.

In granting your permission as the owner of property within the fallout zone, you agree

to the following conditions:

1) No vehicles or persons will be present in the designated fallout zone (140ft buffer/blue area) shown on the aerial photo attached hereto as Exhibit A, on the date of the fireworks shoot.

2) No one will be within your business located in the designated fallout zone (140 ft buffer/blue area) shown on the aerial photo, attached hereto as Exhibit A, during the actual discharge of fireworks and thirty minutes after the end of the show to check the site for misfires.

If the terms of this letter are acceptable and you grant permission for the activity discussed above, please sign, or have an authorized representative of the Property Owner sign, below and return a fully executed original of this letter to the ADA at:

Asheville Downtown Association  
Attn: Meghan Rogers  
29 Haywood Street  
Asheville, NC 28801

Sincerely,  
Adrian Vassallo  
Board President, Asheville Downtown Association

cc: Gary Jackson, City Manager, City of Asheville; Cathy Ball, Assistant City Manager, City of Asheville; Scott Burnette, Fire Chief, City of Asheville Fire Department; Wayne Hamilton, Fire Marshal, City of Asheville Fire Department; Kelly Hinz, Deputy Fire Marshal, City of Asheville Fire Department; Roderick Simmons, Director, Parks, Recreation & Cultural Arts Department; Jannice Ashley, Assistant City Attorney, City of Asheville; Wanda Greene, County Manager, Buncombe County

Agreed to and accepted this 5 day of June, 2015

PROPERTY OWNER NAME

By: Don Walls  
Position: Dir of Ops  
Date: 6/5/15



May 4, 2015

Meghan Rogers  
Asheville Downtown Association  
29 Haywood Street  
Asheville, NC 28801

Meghan,

RE: July 4<sup>th</sup> Fireworks Display, Bank of America banking center located at 162 College Street, Asheville, NC

Meghan,

I understand that the Asheville Downtown Association (ADA) will be using a property adjacent to 162 College Street as the shot site for the July 4, 2015 public fireworks display and that the referenced Bank of America property is located within the fireworks fall out zone. The structure will not be occupied on July 4, 2015.

Please accept this letter as consent for the ADA's July 4, 2015 fireworks display to occur adjacent to our property. This consent also allows the ADA to secure the property including the parking lot to ensure that it is clear of vehicles and spectators as required for the fall out zone of the display.

I understand this action does not remove liability on the part of the fireworks vendor or the Asheville Downtown Association if damage does occur. Bank of America must be listed as additionally insured on the Certificate of Liability insurance, which is required of the fireworks vendor.

Sincerely,

A handwritten signature in black ink that reads "David H. Dillard". The signature is written in a cursive, flowing style.

David H. Dillard  
Regional Property Director / Bank of America  
[david.h.dillard@bankofamerica.com](mailto:david.h.dillard@bankofamerica.com)  
980.386.1851

City of Asheville Security & Fire Protection Plan  
July 4, 2015 Outdoor Pyrotechnic Display  
AFD Contact: AFM Kelly Hinz – 768-1434  
APD Contact: Sgt. Dave Romick – 777-0095  
ADA Contact: Meghan Rogers – 777-1183

#### Security:

Security at Renaissance parking lot located at 31 Woodfin St. (College St. side) – Contracted staff

- Report to Renaissance lobby at 9am, July 4, 2015
- Monitor parking lot use for Renaissance staff and guests and make sure they do not park in the fall out zone
- Make sure area of fall out zone is clear during the display
- Barricades and scene tape will be used to designate the fall out zone

Security at Woodfin St. parking lot located at 35 Woodfin St. – Contracted staff

- Report to Renaissance lobby at 9am, July 4, 2015
- Monitor parking lot for use by Renaissance staff and guests

Security at Bank of America parking lot located at 162 College St. – APD 1

- Report to BC parking garage area at 12pm (noon), July 4, 2015
- Monitor parking lot so that no one parks in the lot and allow for passage of vehicles for use of the ATM
- Restrict access to parking lot during the display, as it is in the fall out zone
- Barricades to be placed at opening of parking lot

Security of BC parking garage located at 164 College St. – APD 1

- Report to BC parking garage area at 12pm (noon), July 4, 2015
- Restrict access to parking deck from both vehicular and pedestrian traffic. Allow access to only authorized display site personnel such as display operators, security, fire department, inspectors, etc...

Fireworks display to begin at 9:30pm, July 4, 2015

Added security during display – APD 3

- Report to BC parking garage at 7:30pm

(1) Posted at Woodfin St. side of BC garage

- Restrict access to fall out zone

(2) Posted at park area in front of parking deck

- Clear fall out zone at 8pm
- Restrict access to fall out zone



APD – Close College St. from Oak St. (traffic circle) to N. Spruce St. during display to approximately 30 minutes following the display (9pm-10pm)

Fire Protection:

City of Asheville Fire Marshal's Office inspector will serve as liaison to the assigned Buncombe County Fireworks Inspector and City of Asheville July 4 EOC

Asheville Fire Dept - Report to Buncombe County parking garage at 7:30pm, July 4, 2015

- (2) Posted at park in front of parking garage
  - Help clear and secure fall out zone
  - Fire watch and protection (spotter)
- (2) Posted at rooftop parking deck
  - Fire watch and protection (spotter)
- (1) Posted at FDC for parking deck
  - Fire protection
- (1) Posted in Renaissance parking lot
  - Fire watch and protection (spotter)

Other safety measures:

- Signs will be displayed notifying the public of the areas that will be closed during the fireworks display, signs are posted early morning July 4, 2015
- Barricades and scene tape will be used to designate fall out zone and closed areas at 8pm
- The fall out zone will remain secure and clear for at least 30 minutes after the display has finished in order to check the area for misfires and other safety hazards

**FIREWORKS**

**FALL OUT AREA**

**This area will be closed**

**8:00 pm – 10:30 pm**