

Asheville Downtown Association

County Parking Garage
College St.

REVISED DATE: 5/25/17

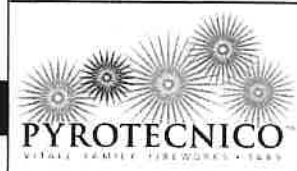
DRAWN BY:
Justin Pruett

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

- Audience
- Radius
- Fire
- Wind Direction
- Safety Fallout Zone

150' Safety Fall Out Radius

1.5" Maximum Device



PACKED BY: _____ WEIGHT: _____ WEIGHT: _____

[illegible]

FLARES	6		4.1	NOTES:
3M IGNITER	0		1.4S	
5M IGNITER	82		1.4S	
STRING	X			
FUSE	X			



**Asheville Downtown Association
Show Date: July 4, 2018**

Technician

Name: Robin Alexander
Address: 1113 Old Hilton Road
Chapin, SC 29036
Phone: 580.656.6884
Email: thebohots02@gmail.com

**Outdoor Pyrotechnics
Display
OPERATORS
LICENSE**

**A
P
R**



**2
0
2
1**

**Robin Alexander
License # 3590**



Standard Operating Procedure – Safety Plan

Pyrotecnico
299 Wilson Road
New Castle, PA 16103
Office: 800 854-4705
www.pyrotecnico.com

Pyrotecnico Emergency Contacts:

- Chris Mele, Chief Operations Officer
 - o Office: 724.652.9555 | Cell: 724.510.6194 | Email: cmele@pyrotecnico.com
- Paul Gaffney, Director of Safety & Compliance
 - o Office: 856.697.1023 | Cell: 610.656.0385 | Email: pgaffney@pyrotecnico.com
- Michael J. Fox, Vice President of Operations
 - o Office: 724.652.9555 | Cell: 724.971.5611 | Email: mfox@pyrotecnico.com
- Justin Pruett, Show Producer
 - o Cell: 803.271.5944 | Email: jpruett@pyrotecnico.com

Chem-Tel 24 Hour Emergency Response Number: 800 255-3924

Shooter arrival Date and Time for set up to be determined.

Standard Guidelines:

All inspections of the firing areas as required by Authority having Jurisdiction will be arranged in advance.

Arrangements should be made by Sponsor for fire service and EMS to be available during fireworks displays.

Appropriate insurance with limits of \$10 Million included.

A safe perimeter of 100 feet per inch of largest shell per National Fire Protection Association (NFPA) guidelines will be maintained and secured.

The fireworks shall not be unattended at any time while loaded.

Fireworks display termination procedures:

In the event of bad weather conditions, the firing will be terminated. Weather conditions will be defined and be determined by the Fire Official from the Authority having Jurisdiction and the Lead Technician on location according to the conditions on site at firing time. Bad weather can be Winds in excess of 15 mph or wind gusts of 20 mph or more along with rain and/or thunderstorms. Other non weather related emergencies can also terminate firing.

Pre-Display Site Checklist:

All safety precautions per National Fire Protection Association code 1123 for fireworks displays will be adhered to at all times.

Security on site will be arranged with Client if needed.

We will have a minimum of (2) water pressure fire extinguishers on site during the fireworks display and

All fireworks and firing equipment will be protected from inclement weather at all time.

No smoking or smoking material such as matches, lighters or open flame within 50 feet of fireworks or pyrotechnic materials.

No person shall be allowed on site that are under the influence of alcohol, narcotics or medication that could adversely affect them performing their duty to safely fire the pyrotechnic effects or fireworks.

Only assigned technicians required to perform the display set-up and firing of show will be allowed on the display site.

Cell phone use and/or radios that generate radio frequencies use will be kept to a minimum within the immediate discharge area while pyrotechnics are being prepared, loaded, set-up and fired.

All personnel will protective safety equipment during set up and firing of pyrotechnics.

Any mortars and/or racks used will be made of approved materials and constructed of approved materials sufficient to provide a safe display per (NFPA) National Fire Protection Association Code 1123.

Racks will be secured as to prevent falling over during use. Inspection of all equipment and materials will be made prior to set up.

All fireworks display shells will be pre-loaded and checked for fit into mortars.

Display Checklist:

We will make sure fire service and emergency medical (EMS) units are available and ready prior to firing of display.

Good communications will be established between fireworks crew, event sponsor and fire service/EMS units.

Crowd control is imperative and must be maintained by using security personnel, monitors and barriers.

Technicians will be required to wear safety protective equipment for head, eye, hearing and feet. Also all we be required to wear long sleeved cotton or similar flame resistant material. No shorts are acceptable.

Technician will monitor the current weather and approaching weather with event sponsor and keep crowd control maintained at all time.

Post Display:

All safety and protective equipment will be worn for clean up duties as well.

Five minutes after the conclusion of display a search will be conducted by Pyrotecnico personnel of the display and fallout areas.

Search is to determine that any unfired live product or shells are accounted for, properly handled, repackaged and secure according to Federal DOT regulations

Any found unexploded shells shall be properly marked and boxed for return.

Once the all clear sign is given, then and only then will disassembly begin.

A first light search will be assigned for the following day.

In accordance with the provisions of Title VI, 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.**

Chief ATF
Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 26403-9431

License Permit
Number

8-PA-073-23-8J-12122

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2018

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

A licensee or permittee named above shall use a copy of this license or permit to assist a purchaser 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 added to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensing Center (FELC) or a responsible person of the FELC. 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 activity or operations specified above under "Type of License or Permit."

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

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date

Form 5540-100 (Rev. 10-1-10)

PYROTECNICO FIREWORKS INC 299 WILSON RD NEW CASTLE, PA 16101-0149 8-PA-073-23-8J-12122-1 (Permit) 23-IMPORTER OF EXPLOSIVES

ATF Form 5540-100 (Rev. 10-1-10)
Do not alter or remove

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
Needy Road
Martinsburg, WV 26403-9431

Toll-free Telephone Number (877) 282-3352
Fax Number (304) 616-4400
E-mail FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(c)). 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 555.56). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive in certain 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, child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver, trustee or bankruptcies, or an assignee for the 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 licensee or permittee for that business or operations for endorsement of such succession to the Chief, FELC, within 10 days from the date on which the succession begins to carry on the business or operations.

Form 5540-100

Do not alter or remove

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name	PYROTECNICO FIREWORKS INC
Business Name	PYROTECNICO
License/Permit Number	8-PA-073-23-8J-12122
License/Permit Type	23-IMPORTER OF EXPLOSIVES
Expiration	September 1, 2018
License Note	Not Valid for the Sale or Other Disposition of Explosives

Sign-Off Cover Sheet -- Agreement/Partnership MOU, MOA, Grant
(NOT for Encumbered Contracts)

Revised 11-2017

Department: <u>Econ Dev</u>	Division: <u>okaloosa events</u>	Date: <u>5-3-18</u>
Document Type: <u>Agreement</u>		
Brief Description: <u>Use of Parkway Deck for July 4th Fireworks</u>		

Complete the Department section and then deliver document to Tom Downing in Finance for routing.

Department

This document was reviewed at the department level and is recommended for approval. Any required signatures at the department level have been obtained.

Department Director (or designee): [Signature] Date: 5-3-18

Signature

Staff member responsible for managing this agreement: Jan Fillmer x 5738

1. Risk Management

This document was reviewed by the Risk Management Division and includes appropriate insurance terms/documents.

ADA & subcontractor evidence of insurance to be provided prior to event.

Risk Management Division: [Signature] Date: 5.3.2018

Signature

2. Purchasing/Contracting

This document and any purchasing/contracting arising from this agreement/partnership or grant has been reviewed by the Purchasing & Contracting Division of the Finance Department.

Purchasing & Contracting Division: [Signature] Date: 5/3/18

Signature

3. Budget

Fiscal Impact: \$ _____

G/L Account _____

<input type="checkbox"/> Charge Expense Acct:		<input type="checkbox"/> Apply to Revenue Acct:	
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The expenditures in the attached documents have been fully provided for in the current annual or capital budget.

Budget/Research Office: NOT APPLICABLE Date: _____

Signature

4. Finance

This document was pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director (or designee): [Signature] Date: 5/7/18

CFO Designee
Frank McGowan
Financial & Strategic
Services Manager

5. Legal

This document is approved as to form by the City Attorney's Office and it is okay for the City Manager to sign.

City Attorney's Office: [Signature] Date: 5/9/18

Signature

6. AFTER CITY MANAGER HAS SIGNED, RETURN THIS DOCUMENT TO: _____ PHONE _____

Questions? Contact: Tom Downing, Financial & Programmatic Compliance Specialist – THANK YOU!

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 27 day of April, 2018, 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"), and the Asheville Downtown Association, Inc., (hereinafter sometimes referred to as "ADA," "sublicensee," or "third party agent").

WITNESSETH:

WHEREAS Licensor owns a certain Parking Deck located at 164 College Street in Asheville, North Carolina as same is more particularly described as "Lot B" in Plat Book 112 at Page 120 Buncombe County, North Carolina Registry and shown on the records of the Buncombe County Assessor's office as parcel #: 9649-51-1124 (hereinafter sometimes referred to as "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 as "Lot A" in Plat Book 112 at Page 120 Buncombe County, North Carolina Registry and shown on the records of the County Assessor's office as parcel #: 9649-51-2403 (hereinafter sometimes referred to as "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; and

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, and

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 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. **Use.** Licensor for the term set forth herein and subject to the terms and conditions of this License, hereby grants to Licensee, or its agents or representatives a non-exclusive license to use the Parking Deck and Parking Lot exclusively for the limited purposes of conducting a firework/pyrotechnic display from the top deck of the Parking Deck. 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 License Agreement. The parties agree that ADA shall abide by all terms and conditions of this License Agreement the same as if they were the direct Licensee. Licensee shall ensure that the ADA and any of its sublicensees, subcontractors, agents, or assigns abide by the terms and conditions of this License Agreement the same as if they were the direct Licensee. Use of the property in any other manner than in accord with this License Agreement is prohibited unless approved by the Licensor in its sole discretion.
 2. **Repairs and Maintenance During Lease Term.** If damage occurs as a result of activities conducted pursuant to this Agreement, Licensee shall at its expense make all necessary repairs to the Property, including, but not limited to floors, doors, 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, roofs, and accessories of components of the same).
 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, 2018 (the "commencement date") and terminating at 8:00 a.m. July 5, 2018. 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 license period.
- 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 and Clean Up.** An advance deposit of for any damages and cleaning required by County staff after term has been waived for this event. However, all personal property, waste, trash, equipment, etc., in any way related to the event must be removed by the Licensee by the end of the License term. Licensee shall ensure that

all marks made by the discharge of the fireworks/pyrotechnics to the deck surface are cleaned and removed. Licensee shall ensure that all debris or remnants from the fireworks/pyrotechnic display are removed from the Parking Deck and Parking Lot, as shown on Exhibit A. Any property, equipment, or other such items remaining thereafter shall be deemed abandoned and may be 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, 2018.

- F. **County and Staff.** County may have contracted 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 during the license term are the sole responsibility of Licensee.

B. Access. Licensee shall have an exclusive right to access the Parking Deck and Parking Lot for ingress and egress purposes during the term of the License Agreement, with the exception of permitted County staff and contractors, including Preferred Parking Service, LLC and its patrons.

III. **Insurance**

- A. **Insurance.** Licensee and its third party agent, ADA, agree that their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County's signing of this License Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Licensee and its third party agent, ADA's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Licensee and/or its third party agent, ADA, for losses or damages under this License Agreement. ADA agrees to ensure that all subcontractors retained by ADA to produce the fireworks/pyrotechnic operations associated with the License Agreement maintain said required commercial general liability insurance coverage, however, ADA's contracted Pyrotechnico may be required to carry additional lines of insurance and higher limits specified by ADA and the Licensor. The minimum insurance coverage which the Licensee and its third party agent, ADA, shall procure and maintain at its sole cost and expense during the term of the License Agreement is as follows:

1. **Worker's Compensation.** Coverage at the statutory limits in compliance with applicable State and Federal laws. The Licensee and its third party agent, ADA, shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
2. **Employer's Liability.** Coverage with minimum limits of \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit.
3. **Commercial General Liability.** Insurance covering all operations performed by the Licensee and its third party agent, ADA, and any sublicensee, subcontractor, or agent of the ADA, with a minimum limit of \$5,000,000 in aggregate. The certificate of insurance and policy endorsement shall specifically state that the coverage is provided for fireworks/pyrotechnic operations.
4. **Professional Liability.** Insurance covering the Licensee and its third party agent, ADA, for acts, errors, or omissions in the performance of the License Agreement with a minimum limit of \$1,000,000 per claim.
5. **Business Automobile Liability.** Insurance covering all owned, non-owned, and hired vehicles used in performance of this License Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21. Contractual liability coverage shall specifically include the indemnification set forth below.

B. Additional Insurance Provisions

1. If the Licensee and its third party agent, ADA, maintain higher limits than the minimums shown above, the Licensor requires and shall be entitled to coverage for the higher limits maintained by the Licensee and its third party agent, ADA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.
2. The Licensee and its third party agent, ADA, shall provide the Licensor with certificates of insurance evidencing the above amounts. Buncombe County shall be named as additional insured under the commercial general liability policy. Before commencing work, the Licensee and its third party agent, ADA, shall furnish the Licensor with certificates of insurance on an approved form.
3. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Licensor. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the Licensor.

4. Licensee and its third party agent, ADA, shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Licensee and its third party agent, ADA, shall ensure that Buncombe County is an additional insured on insurance required from subcontractors.
5. **Waiver of Subrogation:** Licensee and its third party agent, ADA, hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee and its third party agent, ADA, may acquire against the Licensor by virtue of payment of any loss under such insurance. Licensee and its third party agent, ADA, agree to obtain any endorsement that may be necessary to affect this waiver subrogation.
6. The limits of coverage under each insurance policy maintained by the Licensee and its third party agent, ADA, shall not be interpreted as limiting the contractor's liability and obligations under the License Agreement.

C. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

IV. INDEMNITY

- A. **Indemnity and Hold Harmless.** Licensee shall indemnify, defend, and hold harmless the County and its subsidiaries, divisions, officers, directors, and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments, and awards arising, or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Licensee or any employee, agent, subcontractor, sublicensee, or assign of the Licensee. Licensee shall indemnify the County in all instances except where the County is primarily negligent through an act or omission. Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including but not limited to the defense of governmental immunity. The County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to County's self-insured claim policies and North Carolina law. The provisions of this paragraph shall survive the termination of the License Agreement.

V. GENERAL MATTERS

- A. **Independent Contractor.** In all matters relating to or concerning this License Agreement, 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 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 Agreement shall be construed to establish a joint venture or partnership between Licensor, or any other user of the Parking Deck and Parking Lot, and the Licensee, its agents, contractors, subcontractors, or other representatives.

- B. **Assignment and Sublicensing.** Unless otherwise agreed upon in writing, Licensee shall not transfer, convey, or assign any right of interest in this License not acknowledged in this License Agreement.
- C. **Taxes and Assessments.** Licensee shall pay any taxes, assessments, charges, fees, or licenses attributable to its use of the Parking Deck and Parking Lot.
- D. **Notice.** The parties hereby acknowledge that all communication required, permitted, or contemplated by this License Agreement shall 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 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, 2nd Floor
Asheville, NC 28801
Attn: City Manager

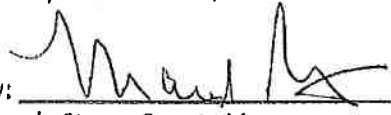
- E. **Governing Law.** This License shall be governed by the laws of the State of North Carolina and any claim, dispute, action, or suit to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina which shall have venue and jurisdiction over 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.

- F. **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.
- G. **Entirety.** This License Agreement contains the entire agreement of the parties and may not be modified, except by an instrument in writing and signed by duly authorized agents of both parties. This License Agreement supersedes and cancels all prior, previous, or other negotiations between the parties as to the subject matter hereof.
- H. **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, regulations, rules, and ordinances. Licensee shall ensure that all of its sublicensees, including ADA and Pyrotecnico, also comply with all federal, state, and local laws, regulations, rules, and ordinances, including but not limited to Article 82A of Chapter 58 and Article 54 of Chapter 14 of North Carolina General Statutes.

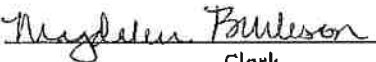
ATTEST:


Clerk to the Board

County of Buncombe, Licensors

By: 
Mandy Stone, County Manager

ATTEST:


, Clerk

City of Asheville, Licensee

BY: 
Cathy Ball, Interim City Manager

Asheville Downtown Association, Inc.
Sublicensee/Agent of Licensee

BY: 
Meghan Rogers, Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2018

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 have ADDITIONAL INSURED provisions or 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 Insurance Service of Asheville P.O. Box 530 Asheville NC 28802	CONTACT NAME: PHONE (A/C, No, Ext): 828-253-1668 E-MAIL ADDRESS: kpressley@isa-avl.com FAX (A/C, No): 828-258-8164
INSURED City of Asheville P. O. Box 7148 Asheville NC 28802	CITAS-1
INSURER(S) AFFORDING COVERAGE	
INSURER A: Safety National Casualty Corporation	
INSURER B: Arch Specialty Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 60498096**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLE4055679	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAE4055680	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			XPE4055683	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4057544	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B A	Additional Excess Liability Professional Liability			UXP1007006-01 POO4055686	9/1/2017 9/1/2017	9/1/2018 9/1/2018	Excess Occurrence 10,000,000 Excess Aggregate 10,000,000 Prof. Limit 2,000,000

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

RE: July 4, 2018 Fireworks Display

County of Buncombe is an Additional Insured as respects General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Buncombe One Oak Plaza Asheville NC 28802	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2018

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 Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Everest National Insurance Company 10120 INSURER C: Maxum Indemnity Company 26743 INSURER D: Axis Surplus Insurance Company 26620 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 868615680

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00891-181	1/14/2018	1/14/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00141-181	1/14/2018	1/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			EXC6030375	1/14/2018	1/14/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				
D	Excess Liability #2			EAU620323	1/14/2018	1/14/2019	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Fireworks Display Date: July 4, 2018
Location: Buncombe County Department of Health Parking Deck, 35 Woodfin St., Asheville, NC 28801
Additional Insureds: Asheville Downtown Association, 29 Haywood Street, Asheville, NC 28801; City of Asheville, PO Box 7148, Asheville, NC 28801; Buncombe County, 200 College St., Ste 300, Asheville, NC 28801; Renaissance Asheville Hotel, 31 Woodfin St., Asheville, NC 28801; Bank of America National Association, Attn: Lease Administration, 13850 Ballantyne Corporate Place, NC2-150-03-06, Charlotte, NC 28277; Preferred Parking, 212 South Tryon St., Suite 1300, Charlotte, NC 28281

CERTIFICATE HOLDER

CANCELLATION

Asheville Downtown Association 29 Haywood Street Asheville NC 28801	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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City of Asheville Security & Fire Protection Plan
July 4, 2017 Outdoor Pyrotechnic Display
AFD Contact: AFM Kelly Hinz – 768-1434
APD Contact: Lt. Wally Welch – 777-2682
ADA Contact: Meghan Rogers – 777-1183
Kat McReynolds – 910-389-7373

Security:

Security at Air Dogs Pool near Vance Monument – Contracted staff (Ingles)

- Security on site from 7pm to 7am

Security at Renaissance parking lot located at 31 Woodfin St. – Contracted staff

- Report to Renaissance lobby at 9am, July 4, 2017
- 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, 2017
- 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 Bank of America at 12pm (noon), July 4, 2017
- 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, 2017
- 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, 2017

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 Market St. during display to approximately 30 minutes following the display (8:30pm-10pm)

Fire Protection:

City of Asheville Fire Marshal's Office inspector will serve as liaison to the Buncombe County Fire Marshal

Asheville Fire Dept - Report to Buncombe County parking garage at 7:30pm, July 4, 2017

- (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, 2017
- 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

Sherry Cronan Watts
Vice President

Meghan Rogers
Asheville Downtown Association
29 Haywood Street
Asheville, North Carolina 28801

VIA EMAIL

Re: July 4th Firework Discharge Permission Fallout Zone
162 College Street, Asheville, North Carolina 28801 ("Property")
Property Id: NC3-104

Dear Ms. Rogers,

Bank of America, National Association (the "Bank") has been notified by the Asheville Downtown Association, Inc. (the "ADA") that the ADA has contracted with Pyrotecnico for a fireworks display on July 4, 2018 which includes the discharge of fireworks from the Buncombe County Parking Deck located at 164 College Street, Asheville, North Carolina (the "Event"). As said parking deck is in close proximity to the Property that the Bank leases for its financial center, the Property is located within the area known as "the fallout zone". This means that the Property could be impacted by the Event, including the discharge of the fireworks (i.e. falling ash and/or debris).

The Bank, as tenant of the Property within the fallout zone, grants permission to the ADA to proceed with the Event, on the condition that the ADA agrees to the following:

- 1) The ADA shall obtain or ensure that Pyrotecnico obtains all necessary federal, state, and local permits or approvals which may be required to conduct the Event;
- 2) The ADA will make arrangements and ensure that the City of Asheville Police Department provides security monitoring of the Property throughout the Event;
- 3) After completion of the Event, if the Property has been impacted by the Event, the ADA will restore the Property to its condition immediately existing prior to the commencement of the Event, including the reparation of any damage and the removal of any fireworks debris. Prior to July 4, 2018, an ADA representative will contact the Bank to schedule a time to inspect the Property to determine and document the current condition; and
- 4) Pyrotecnico shall indemnify and hold harmless the Bank from and against any liability, loss, expense or claim of any nature whatsoever arising out of the Event as they may relate to the Property, with the exception of any liability which arises as a direct result of the Bank's negligence or willful misconduct.

T 850.396.8084 F 850.2327841
sherry.c.watts@bankofamerica.com
NC2-416-011-01
1235 East Blvd. Ste 130 Charlotte NC 28203


Bank of America



Merrill Lynch Bank of America
Merrill Lynch Bank of America

If you have any questions or need to contact the Bank, please contact either James Checoco (Phone: (865) 276-1768 and Email james.l.checoco@bankofamerica.com) or Jahala Lowe (Phone: (828) 279-8395 and Email Jahala.lowe@am.jll.com)

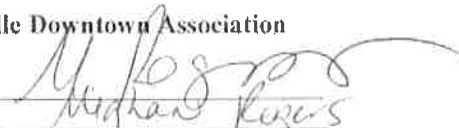
Sincerely,


Sherry C. Watts
Real Estate Services

The undersigned, on behalf of the ADA, acknowledges receipt and acceptance of this letter agreement and that it is duly authorized to sign on the ADA's behalf. Please return a signed copy of this letter agreement via email to Sherry C. Watts at sherry.c.watts@bankofamerica.com. The ADA further acknowledges the parties' agreement that they will be bound by their signatures on the electronic copy of this letter agreement and that electronic delivery of the agreement shall be deemed valid.

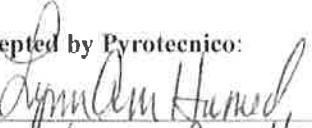
Accepted by the ADA:

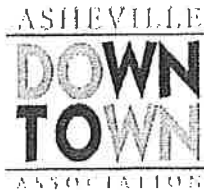
Asheville Downtown Association

By: 
Name: Michael Rogers
Title: Exec. Dir.

The undersigned, on behalf of the Pyrotecnico, acknowledges receipt and acceptance of this letter agreement and that it is duly authorized to sign on Pyrotecnico's behalf. Please return a signed copy of this letter agreement via email to Sherry C. Watts at sherry.c.watts@bankofamerica.com. The Pyrotecnico further acknowledges the parties' agreement that they will be bound by their signatures on the electronic copy of this letter agreement and that electronic delivery of the agreement shall be deemed valid.

Accepted by Pyrotecnico:

By: 
Name: Lynn Ann Hamed
Title: Treasurer



April 18, 2018

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

Re: July 4th Firework Discharge Permission Fallout Zone

Dear Mr. Walls:

The Asheville Downtown Association, through its vendor Pyrotecnico, plans to discharge fireworks on July 4, 2018, from the Buncombe County owned property (the parking deck on College Street), 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 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 and Pyrotecnico (the fireworks vendor) 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 or ensure that Pyrotecnico obtains all necessary federal, state, and local permits or approvals which may be required to conduct the event.
- 2) After completion of the event, 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) Pyrotecnico shall indemnify and hold harmless the Property Owner from and against any liability, loss, expense or claim of any nature whatsoever arising out of the event as they may relate to the property, with the exception of any liability which arises as a direct result of the property owner's negligence or willful misconduct.

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

Agreed to and accepted this 30 day of May, 2018

PROPERTY OWNER NAME

By: drew walls
Position: Director of Operations
Date: 5/30/18

The undersigned, on behalf of the ADA, acknowledges receipt and acceptance of this letter agreement and that it is duly authorized to sign of the ADA's behalf. The ADA further acknowledges the parties' agreement that they will be bound by their signatures on the electronic copy of this letter agreement and that electronic delivery of the agreement shall be deemed valid.

Signature: M. Rogers
Name: Meghan Rogers
Title: Exec. Director

The undersigned, on behalf of the Pyrotechnico, acknowledges receipt and acceptance of this letter agreement and that it is duly authorized to sign of the Pyrotechnico's behalf. Pyrotechnico further acknowledges the parties' agreement that they will be bound by their signatures on the electronic copy of this letter agreement and that electronic delivery of the agreement shall be deemed valid.

Signature: Lynn Ann Hamed
Name: Lynn Ann Hamed
Title: Treasurer

FIREWORKS

FALL OUT AREA

This area will be closed

8:00 pm – 10:30 pm