

## AGENDA REPORT

TO: Mayor Pat Humphrey and the Clare City Commission  
FROM: Jeremy Howard, City Manager  
DATE: May 1, 2025  
RE: Fireworks Permit

For the Agenda of May 5, 2025

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*Background.* The Clare Area Chamber of Commerce plans to sponsor the annual summer fireworks show in the City on Saturday, June 21, 2025 (inclement weather date: Sunday, June 22, 2024) as part of the annual Clare Summerfest event. In order to lock in the selected date for the show, the Chamber must submit the approved permit to the fireworks vendor. The State of Michigan requires the governing body hosting fireworks displays to approve said permit (*copy of permit application and certificate of insurance att'd*) for the display. The Commission has traditionally approved the permit in the past and is asked to do so again this year.

*Issues & Questions Specified.* Should the City Commission approve the fireworks display permit?

*Alternatives.*

1. Approve the permit.
2. Disapprove the permit.
3. Defer decision regarding the matter to a subsequently scheduled meeting.

*Financial Impact.* N/A.

*Recommendation.* I recommend that the City Commission approve the permit by adoption of Resolution 2025-032 (*copy att'd*).

*Attachments.*

1. Permit Application and Supporting Documents.
2. Resolution 2025-032.



461 Pearl Lake Dr., Sheridan, MI 48884

Email: [duane@stsnfireworks.com](mailto:duane@stsnfireworks.com)

Website: <https://www.stsnfireworks.com/>

Phone (989) 287-1610

## **Firework Display Agreement**

This Agreement is entered into on the date set forth below by and between Small Town Saturday Night Fireworks, and Clare Area Chamber of Commerce, hereinafter referred to as "Client". For and in consideration of the covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

1. Small Town Saturday Night Fireworks shall produce a firework display for the Client, hereinafter referred to as "Display", at Lake Shamrock, in Clare, Michigan. The Display shall be fired on June 21, 2025 at 10:15PM. An alternate date of June 22, 2025 is acceptable to both parties, shall be used if the original firing date and time stated above are canceled due to inclement weather.

2. Small Town Saturday Night Fireworks shall produce the Display as a service to the Client. Small Town Saturday Night Fireworks shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by Small Town Saturday Night Fireworks for the successful completion of the Display. Small Town Saturday Night Fireworks shall not subcontract any portion of this contract to third parties.

3. Client agrees, at its own expense, to provide Small Town Saturday Night Fireworks with a suitable site to stage the Display, which must be clear of any and all people, vehicles and/or structures, acceptable to Small Town Saturday Night Fireworks and the local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. Client shall allow sufficient time and access to Small Town Saturday Night Fireworks to safely set up the Display on site.

4. Client agrees, at its own expense, to provide suitable security adequate to prevent any access to the Display site by members of the general public or persons not specifically approved by Small Town Saturday Night Fireworks. Temporary barricades, fencing and/or a red

tape line reading "Danger – Do Not Enter" must be used to enclose the Display site. To the extent allowed by law, any claim arising from injury to unauthorized persons or damages to property left in the Display area are the sole responsibility of the Client due to the Client's negligence. To the extent allowed by law, Client agrees to hold Small Town Saturday Night Fireworks harmless from any such claim.

5. Small Town Saturday Night Fireworks shall not fire the Display if the wind speed is excessive; if so instructed not to by the local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site. Small Town Saturday Night Fireworks shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by Small Town Saturday Night Fireworks.

6. Small Town Saturday Night Fireworks agrees to indemnify, defend and hold Client harmless from all claims and suits made against Client in conjunction with the Display. Small Town Saturday Night Fireworks agrees to provide liability insurance coverage in the amount of \$2,000,000.00 for bodily injury and property damage. This indemnity and insurance covers the operations of Small Town Saturday Night Fireworks only and does not extend to any other aspect of the event at which this Display shall be held. Small Town Saturday Night Fireworks shall list Client, Landowners, Sponsors and Authority Having Jurisdiction as an additional insured on its insurance policies. Should the Client fail to perform its obligations as set forth herein, Client agrees, to the extent allowed by law, to indemnify, defend and hold Small Town Saturday Night Fireworks harmless from all claims and suits made against Small Town Saturday Night Fireworks in conjunction with the Display.

7. This only applies if the event is canceled and is not rescheduled. Client shall have the option to cancel the Display at any time. If Client cancels the event prior to 10 days before the Display date, Client agrees to pay to Small Town Saturday Night Fireworks as liquidated damages, 50% of the Display price. If Client cancels the event less than 10 days prior to the Display date, Client agrees to pay to Small Town Saturday Night Fireworks as liquidated damages, 50% of the Display price and all costs incurred to that date by Small Town Saturday Night Fireworks including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled due to a Burn Ban or inclement weather prior to arrival on Display site, Client agrees to pay to Small Town Saturday Night Fireworks as liquidated damages, 50% of the Display price and all costs incurred to that date by Small Town Saturday Night Fireworks including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled, for any reason, once it is installed at the Display site, The Client shall forfeit 100% of the Display cost, and full payment shall be due immediately.

8. Client may elect to set a rain out Display date. This date must be established at the time of this Agreement being signed and agreed upon by Client and Small Town Saturday Night Fireworks. The date must fall within 180 days of the original Display date. The display location

may not be changed. Client agrees to pay an additional fee equal to one tenth (1/10) of the total Display cost listed below to cover additional labor, permit and equipment fees. This amount is due on the rain out date. These fee's will only apply if the show is canceled 2 hours prior to Small Town Saturday Night Fireworks scheduled arrival time which will be determined 1 week prior to the display date.

9. This contract shall be governed by the laws of the State of Michigan. It is agreed that any court of competent jurisdiction within Clare County, Michigan shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear it's own attorney fees and costs.

10. Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between Small Town Saturday Night Fireworks and the Client. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

11. Client agrees that in the event Small Town Saturday Night Fireworks breaches this Agreement or is otherwise negligent in performing the Display provided for herein, Client shall not be entitled to recover monetary damages from Small Town Saturday Night Fireworks beyond the amount Client agreed to pay Small Town Saturday Night Fireworks under this Agreement. Client shall not, under any circumstances, be entitled to recover any consequential damages from Small Town Saturday Night Fireworks. This Agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

12. Small Town Saturday Night Fireworks shall produce the Display for \$9,000.00 plus a \$250 membership with the Clare area Chamber of Commerce. It is agreed that the Client shall pay Small Town Saturday Night Fireworks the amount of \$4,500.00 as a partial payment with the signed Agreement. The balance of \$4,500.00 and the membership, plus any additional expenses incurred at the Client's request, shall be paid to Small Town Saturday Night Fireworks on June 21, 2025. Any dishonored payment shall constitute breach of this Agreement.

Client

  
\_\_\_\_\_

Signed by:

5/1/25  
\_\_\_\_\_

Date:

Small Town Saturday Night Fireworks LLC

Duane Mocherman  
\_\_\_\_\_

Signed by:

4/30/25  
\_\_\_\_\_

Date:

## 2025 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The <b>LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD</b> will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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*This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.*

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural / Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	<b>FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.</b> PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO <b>Clare Area Chamber of Commerce</b>	AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO <b>201 W. 4th St., Clare MI 48617</b>	
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION	
ADDRESS	
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)  <b>See Attached Exhibit A</b>	
EXACT LOCATION OF DISPLAY OR USE <b>Shamrock Park, 221 Wilcox Pkwy., Clare MI 48617</b>	
CITY, VILLAGE, TOWNSHIP <b>City of Clare</b>	DATE <b>Sat. 6/21/25. Inclement weather date is 6/22/25</b>
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	TIME <b>Approx. 10:00 pm</b> AMOUNT <b>\$2,000,000</b>

Issued by action of the Legislative Body of the <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of <u>  <b>Clare</b>  </u> on the <u>  <b>5th</b>  </u> day of <u>  <b>May</b>  </u> , 2025.
_____ (Signature and Title of Legislative Body Representative)

**\*THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT\***

EXHIBIT A



**Clare 6/21/25**  
**\$9,250 Proposal**  
**Proposal includes labor, insurance and taxes**

**Opening**

6 25 Shot Colorful Crossette w/ Colorful Mine (water Cake)

**Body**

1 100 Shot Blue Tail with Nishiki willow, Blue Star Tail with Blue Star and Green Falling Leaves  
1 130 Shot Fan Chrysanthemum Mine to Color Dahlia w/ Chrysanthemum Comet  
1 100 Shot Blue tail to Brocade Crown and Purple Dahlia, Red Tail to Brocade Crown and Green Dahlia

72 3" Shooters First Choice Assortment 14 24/3

72 4" Pyromax Assortment A 18/4

24 5" Pyromax Assortment A 12/2  
18 5" Flower King Assortment B w/tails 18/1

9 6" Flower King Fancy Shell Assortment w/tails 9/1  
9 6" Flower king Assortment B w/ tails 9/1  
9 6" Pyromax Assortment A 9/1  
1 6" 4D Ghost Shell

**Finale**

144 3" Finale Chains Assorted Color Chrysanthemum (12 chains of 12 Shells)  
72 4" Finale Chains Assorted Color Chrysanthemum (12 Chains of 6 Shells)  
24 5" Titanium willows  
3 Firemines



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

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).

<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	<b>CONTACT NAME:</b> Kristy Wolfe <b>PHONE (A/C. No. Ext):</b> 308-382-2330 <b>E-MAIL ADDRESS:</b> kwolfe@ryderinsurance.com	<b>FAX (A/C. No):</b> 308-382-7109
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> SCOTTSDALE INS CO	<b>NAIC #</b> 41297
<b>INSURED</b> Small Town Saturday Night Fireworks LLC 461 Pearl Lake Dr. Sheridan MI 48884	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 969415498

REVISION NUMBER:

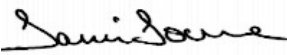
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>GENERAL LIABILITY</b>			CPS8133988	1/10/2025	1/10/2026	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			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)**

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 53 when required by written agreement.  
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.  
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
 City of Clare  
 202 W. 5th St.  
 Clare, MI 48617

**CERTIFICATE HOLDER****CANCELLATION**

Clare Area Chamber of Commerce 201 W. 4th St. Clare MI 48617	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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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.

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AUTHORIZED REPRESENTATIVE DATE

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**RESOLUTION 2025-032**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A PERMIT FOR A FIREWORKS DISPLAY.**

**WHEREAS**, the Clare Area Chamber of Commerce traditionally sponsors a firework display within the City of Clare in conjunction with other activities scheduled for and associated with Summerfest and the 4<sup>th</sup> of July holiday; and

**WHEREAS**, the State of Michigan requires that municipalities issue a permit for the display of fireworks; and

**WHEREAS**, the City of Clare has traditionally provided said permit to the contracted fireworks display agent of the Clare Area Chamber of Commerce; and

**WHEREAS**, the Clare Area Chamber has again requested that the City of Clare issue said requisite permit to allow the display of fireworks on Saturday, June 21, 2025 (inclement weather date: Sunday, June 22, 2025).

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission of the City of Clare hereby approves the issuance of a Permit for a Fireworks Display to the Clare Area Chamber of Commerce.

**BE IF FURTHER RESOLVED THAT** said permit approval is contingent upon a valid and active insurance certificate listing the City of Clare, all elected and appointed officials, all employees and volunteers, and all boards and commissions of the City of Clare as additional insured, and that includes insurance coverage for the date of the actual fireworks display.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**This Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 5<sup>th</sup> day of May, 2025.

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Diane M. Lyon, City Clerk