

VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 10 - 34

AN ORDINANCE APPROVING A BID FOR FIREWORKS DISPLAY

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, ILLINOIS THIS 25TH DAY OF MAY, 2010

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of Chatham,
Sangamon County, Illinois, this 25th day of May, 2010.

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Ordinance attached hereto is a full, true, and exact copy of Ordinance No. 10-*24*, adopted by the President and Board of Trustees of said Village, on the 25th day of May, 2010, said Ordinance being entitled:

AN ORDINANCE APPROVING A BID FOR FIREWORKS DISPLAY

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 25th day of May, 2010.


Pat Schad, Village Clerk

5/25/10

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS

18034 Kincaid Street, Athens, IL 62613

(217) 636-7598 FAX (217) 636-7618

CHATHAM, ILLINOIS FIREWORKS SPECTACULAR JULY 3rd, 2010

OPENING SEGMENT OF DISPLAY WILL INCLUDE:

Diam.	Quan.	Item
TWO	100	Shot Comet Cyclone Aerial Barrage

THE MAIN BODY WILL INCLUDE:

3 Inch	24	Titanium Salutes w/ Rising Tiger Tails
3 Inch	6	AMERICAN and Cylinder Shells from the following: Tourbillion with report Golden Whirl with Brocade, Multi colors, Red Mag, etc.
3 Inch	20	All different hard breaking oriental shells consisting of assorted Chrysanthemums, peonies, color changing & crackling w/ rising tails, e
3 Inch	20	All different soft breaking shells consisting of assorted willows, strobes, colors and multiple breaks, etc.
3 Inch	10	Special Shells including: Gold and Silver Spider Webs, Screech Owls, Two Break Willows, China Storm, Serpent and Stars, Artillery, etc.
3 Inch	10	Fancy Japanese style shells including such effects as: Crackling Gold Peony, Red Gamboge Chrys., Blue Tiger Tail Chrys., Variegated Peonies, Red Lightning, Comet Tail, Purple Crackling, etc.
	90	TOTAL THREE INCH SHELLS IN MAIN BODY
4 Inch	25	All different soft break shells consisting of assorted strobes, comets, color and multiple breaks with tails
4 Inch	25	All different hard breaking shells consisting of the following: assorted chrysanthemums, peonys, color changing and crackling with tails
4 Inch	4	AMERICAN and Cylinder Shells from the following: Color changing shell, Meteor, Spider, Stickless rocket, Willows, etc.
4 Inch	6	Fancy shells consisting of : Bees, Cross Ring, Twinkling chrysanthemums, Diadems, Kamuros, Strobing Willows, etc.
4 Inch	5	Shells from the following: Artillery, Color and report, Crackling, Fish and whistle, Serpent & star, Thunder & rainbow, Whistle and star, etc.
4 Inch	5	Special effect fancy American shells including: Butterflies, Shimmering mag, Snap dragon, Screech Owls, etc.
	70	TOTAL FOUR INCH SHELLS

ORDINANCE NO. 10-34

AN ORDINANCE APPROVING A BID FOR FIREWORKS

WHEREAS, the Village of Chatham sought and obtained quotes for fireworks for display on July 3, 2010 in Chatham Community Park; and

WHEREAS, the bids were opened and the lowest responsible bidder identified; and

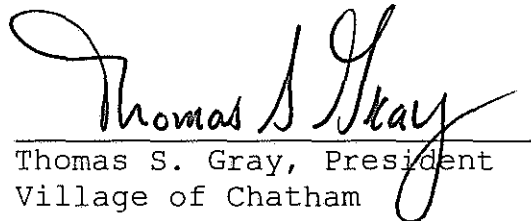
WHEREAS, on May 18th, 2010 a Committee of the Village Board met and reviewed the proposals and is recommending the proposal from Central States Fireworks, Inc for \$5,000

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That the bid from Central States Fireworks Inc. for the sum of \$6,000 is hereby approved

SECTION 2: This Ordinance is effective upon its passage and approval.

PASSED THIS 25th DAY OF MAY, 2010


Thomas S. Gray, President
Village of Chatham

ATTEST:


Pat Schad, Village Clerk

AYES: 6 HERR MAU BOYLE REYNOLDS
KAUPNAGH SCHATTEMAN
NAYS: 0
ABSENT: 0

PASSED: 5-25-10
APPROVED: 5-25-10

- 5 Inch 5 Shells from the following:
Dancing Dragons, Comets, Spider Web,
Red Snake, Saturn, etc. (all with rising tails)
- 5 Inch 5 Fancy import shells consisting of assorted Spangles, Glittering
Chrysanthemums, Crosettes, etc.
- 5 Inch 5 Shells from the following:
Artillery, Fish and Whistle, Octopus
Strobe Effects, Glitter Shell, etc.
- 5 Inch 5 Shells from the following:
Crackling, Two Color Changing, Strobing Colors
Beautiful Giant Flower and Special Effects with Comet Tails, etc.
- 5 Inch 10 All different soft break shells
consisting of assorted willows, strobes
comets, colors and multiple breaks
- 5 Inch 10 All different hard break shells
consisting of assorted chrysanthemums,
peonys, color changing and crackling
- 40 **TOTAL FIVE INCH SHELLS**

- 6 Inch 5 All different soft break shells
consisting of assorted Spider Webs, Diadems, Strobes,
Comets, colors and multiple breaks, etc.
- 6 Inch 5 All different hard break shells
consisting of assorted chrysanthemums,
Tracer Ball, Triple Rings, Silver Dragons, Gold
Palm tree, Hummer, Crackling Ring, Bowtie, etc.
- 10 **TOTAL SIX INCH SHELLS**

- 8 Inch 3 Assorted Effect sky filling eight inch shells

THE LARGE GRAND FINALE TO CONSIST OF:

- 3 Inch 144 Multi color shells, special effects and salutes with comet tails

- TWO 100 Shot Red Snowballs Aerial Barrages
- ONE 600 Shot Red, White and Blue Z Fan Aerial Barrages

CENTRAL STATES DONATED PRODUCT TO ALSO INCLUDE:

- 4 Inch 20 Variety Shell
- 3 Inch 60 Multi color with salute

<i>VALUE OF THIS PACKAGE</i>	<i>\$6,000</i>
<i>LESS OUR CORPORATE SPONSORSHIP</i>	<i>\$1,000</i>
<i>FINAL COST TO CHATHAM</i>	<i>\$5,000</i>

PACKAGE INCLUDES PROFESSIONAL CREW, SET UP, CLEAN UP, FIVE MILLION DOLLAR LIABILITY EXTENSION AND COMPLETE PERFORMANCE.

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS
18034 Kincaid Street, Athens, IL 62613
(217) 636-7598 FAX (217) 636-7618

AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of May, 2010, by and between Central States Fireworks, Inc., having its principal place of business at Athens, Illinois, hereinafter referred to as Seller, and Chatham, IL, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$5,000.00 program submitted and accepted by the Buyer, including the services of the Seller's pyrotechnician to take charge of and fire the pyrotechnic display on the evening of July 3rd, 2010, at approximately 9:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties.
2. The Buyer shall pay to the Seller the sum of \$00.00 as a down payment upon execution of this Agreement. The balance of \$5,000.00 shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one and one-half percent (1.5%) per month shall be added to the unpaid balance if the account is not paid in full within thirty (30) days from the date of the show.
3. If there is a one (1) hour or more delay in firing the fireworks for any reason other than weather, the Buyer agrees to compensate the pyrotechnician at the rate of \$00.00 per hour or fractional part of an hour.
4. Should inclement weather prevent the firing of the display ⁷⁻⁴⁻¹⁰ on the date mentioned herein, the parties agree to a mutually convenient rain date of TBD. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.
5. Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage, in an amount not less than \$5,000,000, and within two weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an insured party, and providing that the insurer shall not terminate or materially modify such policy without written notice to the buyer not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in shall be the responsibility of the Buyer.
6. The Seller agrees to indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees, that may or shall arise from the performance of the fireworks by the Seller. The Buyer agrees to

give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

7. The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

8. The Buyer agrees to provide:

- a. Sufficient area for display, including a minimum spectator set back as determined by Seller.
- b. Protection of the display area by roping off or similar facility.
- c. Adequate police protection to prevent spectators from entering display area.

9. Buyer agrees to comply with all local, state and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits.

10. No representation or affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be, a warranty by the Seller for any purpose, and shall give rise to any liability or obligation of the Seller whatsoever.

11. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto shall be responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

12. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Central States Fireworks, Inc.

BY: _____

(Title)

SELLER

BY: Meredith Branta

Public Works Director
(Title)

BUYER

CENTRAL STATES FIREWORKS, INC. FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

CERTIFICATE HOLDER:

VILLAGE OF CHATHAM

MAILING ADDRESS: 116 EAST MULBERRY

CITY: CHATHAM STATE: IL ZIP CODE 62629

PHONE: 217-483-2451 FAX: 217-483-2342

SPECIFIC LOCATION: CHATHAM COMMUNITY PARK

	TYPE	HM CLASS
TYPE & CLASS OF DISPLAY (Circle all that apply):	<input checked="" type="checkbox"/> OUTDOOR	1.1G
	<input type="checkbox"/> INDOOR	<input checked="" type="checkbox"/> 1.3G
	<input type="checkbox"/> CLOSE PROX	1.4G

ADDITIONAL INSURED: _____ INTEREST: _____

ADDRESS: _____ PHONE: _____

ADDITIONAL INSURED: _____ INTEREST: _____

ADDRESS: _____ PHONE: _____

ADDITIONAL INSURED: _____ INTEREST: _____

ADDRESS: _____ PHONE: _____

DRAW a diagram or map of the shooting area showing mortar placement and planned direction of shooting. (Required) ON FILE

Distance to nearest exposure: 400'

Distance to spectators: 400'

Distance to nearest vehicle: 400'

Estimated attendance: 4,000

Fire equip. on site? YES NO

Ambulance on site? YES NO

Responding fire dept: CHATHAM

Are fallout spotters present? YES NO Largest diameter shell being fired: 8"

Name of designated pyrotechnician: DON BUTLER

Lead pyrotechnician certification (if applicable): OSFM LPO LICENSE

Policy Effective Dates: 7-3-10 7-4-10 Rain date: TBD 7-4-10

*Liability extension cannot be accepted without a signed and dated diagram. In the event of weather or ordinance or law cancellation, notice must be given to Britton-Gallagher within 24 hours.

*All displays will be aimed away from spectators.

*A test display will be fired into the air one hour before the scheduled display.

*Fireworks that have been wet at any time prior to the display shall not be used.

*All fireworks will be purchased from Central States Fireworks, Inc. Products from other companies or home-made devices are not covered under the liability extension.

*Firing area will be inspected and policed for all debris upon completion of firing the display.

*Buyer is responsible for any certificate deductibles on "self fired" displays.

*All displays must comply with NFPA 1123 guidelines for the displaying of fireworks

SPONSOR SIGNATURE & TITLE Merrill Branku DATE: 5-25-10
Public Works Director