

VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 11 - 28

AN ORDINANCE APPROVING A BID FOR FIREWORKS DISPLAY

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, ILLINOIS THIS 14th DAY OF JUNE, 2011

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of Chatham,
Sangamon County, Illinois, this 14th day of June, 2011.

ORDINANCE NO. 11-28

AN ORDINANCE APPROVING A BID FOR FIREWORKS

WHEREAS, the Village of Chatham sought and obtained quotes for fireworks for display on July 3, 2011 in Chatham Community Park; and

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

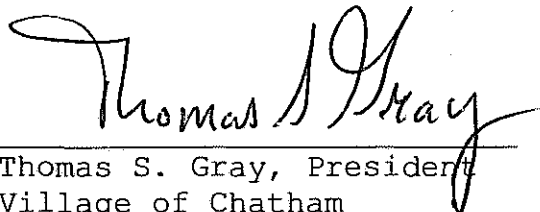
WHEREAS, on June 6th, 2011 a Committee of the Village Board met and reviewed the proposals and is recommending the proposal from Central States Fireworks, Inc. for \$6,000

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 14th DAY OF JUNE, 2011


Thomas S. Gray, President
Village of Chatham

ATTEST:


Pat Schad, Village Clerk

AYES: 6 KAVANAGA SCHAATEMAN
NAYS: 0
ABSENT: 0

HERR MAW BOYLE HOLDEN
PASSED: 6-14-11
APPROVED: 6-14-11

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. 11-28, adopted by the President and Board of Trustees of said Village on the 14th day of June, 2011, said Ordinance being entitled:

AN ORDINANCE APPROVING A BID FOR FIREWORKS DISPLAY

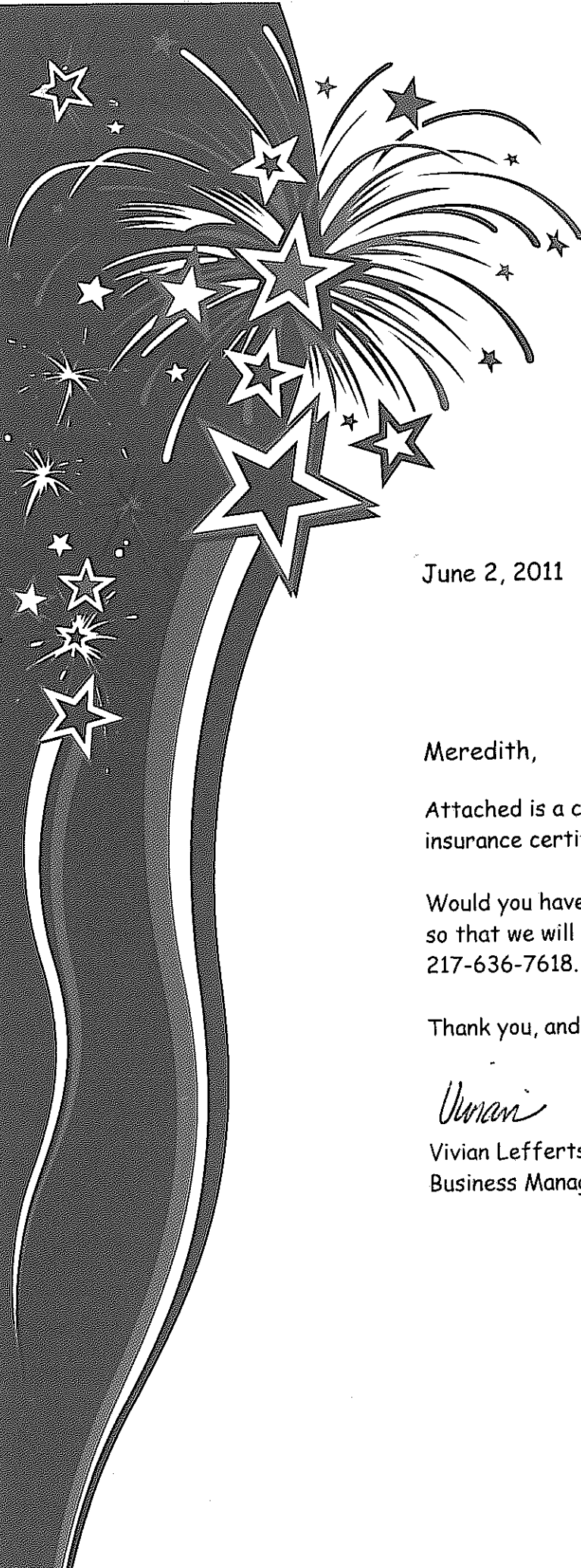
I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 14th day of June, 2011.



Pat Schad, Village Clerk





June 2, 2011

Meredith,

Attached is a copy of the signed contract along with the insurance certificate for this year's fireworks display.

Would you have someone fax us a copy of Chatham's ordinance so that we will have it in our files as the permit. Our fax is 217-636-7618.

Thank you, and let us know if you need anything else.



Vivian Lefferts
Business Manager

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 31 day of May, 2011, 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 \$6,000.00 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 4~~, 2011, at approximately 9:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:
July 3, 2011

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 \$6,000.00 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 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.

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.

please send certificate

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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2011

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. 6240 SOM Center Rd. Cleveland OH 44139	CONTACT NAME: PHONE (A/C, No, Ext): 440-248-4711 FAX (A/C, No): 440-248-5406 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Ins Co</td> <td>19437</td> </tr> <tr> <td>INSURER B: Granite State Insurance Co.</td> <td>23809</td> </tr> <tr> <td>INSURER C: Arch Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER D: Continental Western Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Ins Co	19437	INSURER B: Granite State Insurance Co.	23809	INSURER C: Arch Specialty Ins Co		INSURER D: Continental Western Ins Co		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 93990656** **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 SUBR INSR 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		43924323-02	9/15/2010	9/15/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA158474222	9/15/2010	9/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000		ULP0029396	9/15/2010	9/15/2011	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$
D	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	WC1212004359 (IL)	9/15/2010	9/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

EVENT DATE: July 4, 2011; RAIN DATE: tbd
 SPECIFIC LOCATION: Chatham Community Park
 ADDITIONAL INSURED: Village of Chatham and their employees, volunteers, officers, elected officials, See Attached...

CERTIFICATE HOLDER Chatham, Village of 116 E. Mulberry Chatham IL 62629	CANCELLATION 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 