

RESOLUTION NO. 35 - 19

**A RESOLUTION APPROVING AN AGREEMENT WITH
CENTRAL STATES FIREWORKS INC FOR THE
2019 JULY FOURTH FIREWORKS DISPLAY**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, every year the Village hosts a firework display in celebration of the Fourth of July holiday; and

WHEREAS, the Village President and Board of Trustees find it in the best interests of the Village to enter the proposed agreement with Central States Fireworks Inc. for a firework display to be held on July 4, 2019.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Agreement with Central States Fireworks. The Village President and Village Board of Trustees hereby accept and approve the agreement with Central States Fireworks, and hereby authorize the Village Manager to execute the agreement for said services as attached as Exhibit A.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 11th day of June, 2019, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	6	0	0	

APPROVED by the President of the Village of Chatham, Illinois this 11th day of June, 2019.


 Dave Kimsey, Village President

Attest:

 Amy Dahlkamp, Village Clerk

EXHIBIT A
CONTRACT WITH CENTRAL STATES FIREWORKS

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 June 2019, by and between Central States Fireworks, Inc., having its principal place of business at Athens, Illinois, hereinafter referred to as Seller, and the Village of Chatham, IL, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 7,400.00 program submitted and accepted by the Buyer, including the services of the Seller's pyrotechnicians to take charge of and fire the pyrotechnic display on the evening of July 4, 2019, at approximately 9 : 30 p.m., weather permitting. Where applicable, sales taxes will be added to the above agreed upon amount unless a copy of the Buyer's tax exempt certificate is attached to this contract.

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 this Agreement.

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 \$ 7,400.00 shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one percent (1.0%) 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. Buyer agrees to pay all collection agency fees incurred by Seller if, after 90 days from date of display, Seller deems it necessary to hire a collection agency (unless other payment arrangements are made with Seller by Buyer).

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. If the display is cancelled within 48 hours of the display date, Seller shall be entitled to 15% of the contract price. If the display is cancelled after the Sellers pyrotechnicians are on site, Seller shall be entitled to fifteen percent (15%) of the contract price. 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. Products from sources other than Seller are not covered by this by this liability insurance. Buyer shall be listed as an additional insured on the insurance certificate and shall herein provide the following for any additional insureds (use another sheet for any additional entities):

Buyer:	<u>Village of Chatham</u>	Reason:	<u>SPONSOR</u>
Address:	<u>116 E. Mulberry, Chatham, IL 62629</u>	Phone:	<u>217-483-2451</u>
Fire Department having Jurisdiction:	<u>Chatham Fire Dept.</u>		
Address:	<u>1 Fireman's Sq., Chatham, IL 62629</u>	Phone:	<u>217-483-2121</u>
Name:	_____	Reason:	_____
Address:	_____	Phone:	_____
Name:	_____	Reason:	_____
Address:	_____	Phone:	_____

* Identify the reason for this entities inclusion as an additional insured (ie: sponsor, permitting authority, land owner, etc.)

6. The **specific** location of the display site Chatham Community Park

Address: 731 South Main Street City: Chatham State: IL Zip code: 62629

Other information on site: Southeast corner of soccer fields

7. 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.

8. 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.

9. The Buyer agrees to provide:

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

10. Buyer agrees to obtain all necessary permits from the authorities having jurisdiction over the display.

11. 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.

12. 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.

13. 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: Lawerence H. Lefferts

President
(Title)

SELLER

BY: Patrud M. McElthy

Village Manager
(Title)

BUYER