## Administrative-Finance Committee May 2, 2016 6:00 p.m. – City Hall Conference Room

- 1. Call to Order
- 2. Public Comment
- 3. New Business

a. <u>Resolution</u> – Approval of a resolution to participate with the Village of Woodridge and the Village of Downers Grove to provide a fireworks display at Zigfield Troy Golf Course on the Fourth of July by contributing an amount not to exceed \$5,000.00

b. Approval of Minutes - April 4, 2016

- 4. Other Business
- 5. Next Meeting Monday, June 6, 2016
- 6. Adjournment

## AGENDA MEMO Admin/Finance Committee May 2, 2016

## **ISSUE STATEMENT**

A <u>resolution</u> approving participation with the Village of Woodridge and Village of Downers Grove to provide a fireworks display at Zigfield Troy Golf Course on the Fourth of July by contributing an amount not to exceed \$5,000.

### **BACKGROUND/HISTORY**

The FYE 17 budget includes \$5,000 to participate with the Village of Woodridge and Village of Downers Grove to provide a fireworks display at Zigfield Troy Golf Course on the Fourth of July. The Village of Woodridge traditionally leads this show, as the firing area is within their jurisdiction. The total expense for the Fireworks this year is \$29,000 with Downers Grove and Woodridge each contributing \$12,000. Woodridge received 2 proposals with best proposal from Mad Bomber. Their proposal is <u>attached</u> for information.

### STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the resolution.

## **ALTERNATE CONSIDERATION**

As directed.

## **DECISION MODE**

This item will be placed on the May 16, 2016, City Council Agenda for formal consideration.



## SPECIFICATIONS – 2016 FIREWORKS DISPLAYS RESPONSES DUE: APRIL 22, 2016 AT 4:00 P.M.

The Village of Woodridge is requesting that interested fireworks vendors provide quotes for two (2) fireworks displays. All proposals should include references for the company and for the individual responsible for firing the display. The contract will be awarded based on responsiveness, overall quality of show, quantity of shells and references. Please indicate which shells are reports (i.e., noisemakers only). The specifications are:

## (1) Fourth of July – July 4, 2016

To be displayed on July 4, 2016. Sponsored by the Village of Woodridge and the Village of Downers Grove: this event is fired from the Zigfield Troy Golf Driving Range, in Woodridge, Illinois. The total budget for the Fourth of July display shall not exceed \$29,000.

## General Specifications:

- Show length of 25-30 minutes with constant display.
- All aerial display no ground fireworks.
- Show must clear tree line and be seen from large viewing area.
  - NO two and a half (2.5) inch in diameter shells are allowed.
  - NO shells greater than 6 inches (or NFPA #1123- 420 feet) are allowed.
  - Display must comply with the National Fire Protection Association Code (NFPA) #1123. The Darien-Woodridge Fire Protection District is required to sign off on the show prior to display.
  - Include a list of shells for the display, outlining the definite description of size, origin, color and unusual feature of shells and a list of the Class "C" Pyrotechnic devices utilized. Any deviation from the list must be approved in writing by the Village prior to the display.
  - All proposals should include three references for the company.
- Electronically fired.
- All material, equipment, and shells are subject to inventory by Village Officials prior to firing.

- Clean up of all shells in the surrounding area after show.
- Insurance requirements, as stipulated in the contract document, must be met prior to signing of contract. This includes naming the following as additional insured according to the language and insurance coverage as specified:
  - 1. Village of Woodridge
  - 2. Woodridge Park District
  - 3. Zigfield Troy Golf Range
  - 4. Village of Downers Grove
  - 5. Darien-Woodridge Fire Protection District
- Rain date: In the event of rain, the contract for this event will automatically be transferred to July 5, 2016. If the Village of Woodridge, et al, determine that a rain date is not possible, reasonable expenses up to 20% of total contract or actual cost, whichever is less, will be provided to the vendor to accommodate any set-up expenses incurred.
- Contact person the day of the event: Chief of Police, Gina Grady, Woodridge Police Department.

## (2) Jubilee - June 18, 2016

Sponsored by the Village of Woodridge and the Woodridge Park District; this event is fired from a large open park area surrounded by residential homes in Woodridge, Illinois. The total cost for the June 18, 2016 display shall not exceed \$6,000. The duration of the show shall not be less than 5 minutes of constant display.

#### **General Specifications:**

- Show consists of a constant display (should resemble the grand finale of a longer show).
- All aerial display no ground fireworks.
- Show must be seen from a large viewing area.
  - NO two and a half (2.5) inch in diameter shells are allowed.
  - NO shells greater than 5 inches (or NFPA #1123- 350 feet) are allowed.
  - Fireworks must be visible above 60-foot vertical tree line.
  - Display must comply with the National Fire Protection Association Code (NFPA) #1123. The Lisle-Woodridge Fire Protection District is required to sign off on the show prior to display.
  - Include a list of shells for the display, outlining the definite description of size, origin, color and unusual feature of shells and a list of the Class "C"

Pyrotechnic devices utilized. Any deviation from the list must be approved in writing by the Village prior to the display.

- All quotes should include three references for the company.
- Electronically fired.
- All material, equipment, and shells are subject to inventory by Village Officials prior to firing.
- Clean up of shells in surrounding area after show.
- Insurance requirements, as stipulated in the contract document, must be met prior to signing of contract. This includes naming the following as additional insured according to the language and insurance coverage as specified:
  - 1. Village of Woodridge
  - 2. Woodridge Park District
  - 3. Lisle-Woodridge Fire Protection District
- Rain date: In the event of rain, reasonable expenses up to 50% of total contract or actual cost, whichever is less, will be provided to the vendor to accommodate any set-up expenses incurred.
- Contact person the day of the event: Julie Rhodes, Woodridge Park District.

## VILLAGE OF WOODRIDGE FIREWORKS DISPLAYS

Vendor, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto.

Name of Vendor:	MAD BOMBER FIREWORKS PRODUCTIONS
Address:	11N485 HUNTER TRAIL
	ELGIN, IL 60124
Telephone Number:	847 464-1442 A Fax No. 847 464-1388
Signature:	Dem P. hinthe
Name and Title: (Please	Print) DAN P. MILLER SENIOR VICE PRESIDENT
Date:	04/22/16
Subscribed and sworn b	pefore me this <u>22</u> day of <u><i>Clprit</i></u> 2016
OFFICIAL SEAL ERIKA VARGAS	Signature of Notary Public: <u>Gunda Ugn</u> My Commission expires: <u>4/22/16</u>
OTARY PUBLIC - STATE OF ILLINOI MY COMMISSION EXPIRES 04/21/19	
PERMIT REQUIRED:	The State of Illinois Fire Marshall's Office requires that a display permit be

**PERMIT REQUIRED:** The State of Illinois Fire Marshall's Office requires that a display permit be obtained from local authorities for all firework displays. The display permit will be mailed to the successful vendor and must be returned to the Village of Woodridge <u>No Later Than June 3, 2016</u>. Please contact Peggy Halik at 630-719-4708 for more information on the permit process.

# MAD BOMBER

FIREWORKS PRODUCTIONS 3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350 11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* (847) 464-1442 Fax (847) 464-1388

## THIS SPECIALLY PREPARED PROPOSAL IS FOR THE VILLAGE OF WOODRIDGE PARK DISTRICT Annual JUBILEE DAYS Celebration! ZIGFIELD TROY GOLF RANGE

Monday JULY 4th, 2016

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on all multiple break, and special effect display shells. Plus a complete line on oriental & imported pattern shells from China, Japan, and Taiwan. Also included are the latest brilliant colored shells from the leading manufactures in the United States.

## TOTAL PRICE \$6,000.00 INCLUDES THE FOLLOWING:

No Less than 5 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Ten Million Dollars road liability.

Rain dated at NO extra charge.

Choreographed Display Production.

## SUMMARY OF WOODRIDGE 4<sup>TH</sup> OF JULY SHOW – JULY 4, 2016 BUDGET AMOUNT \$29,000 (25-30 MINUTE CONSTANT DISPLAY)

Indicate the total number of shells in each size category indicated below:

3 Inch	1,468
4 Inch	1,350
5 Inch	420
6 Inch	288
<b>Total Shells</b>	3,526

Indicate how the total number of shells (listed above) will be displayed in each of the categories indicated below:

<b>Opening Barrage</b>	434	
Main Show	1,786	****
Grand Finale	1,306	
GRAND TOTAL	3,526	

Name of Vendor:

MAD BONBER FIREWORKS PRODUCTIONS

# MAD BOMBER

FIREWORKS PRODUCTIONS 3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350 11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* (847) 464-1442 Fax (847) 464-1388

## THIS SPECIALLY PREPARED PROPOSAL IS FOR THE VILLAGES OF WOODRIDGE and DOWNERS GROVE Annual Independence Day Celebration!

**ZIGFIELD TROY GOLF RANGE** 

Monday JULY 4th, 2016

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on all multiple break, and special effect display shells. Plus a complete line on oriental & imported pattern shells from China, Japan, and Taiwan. Also included are the latest brilliant colored shells from the leading manufactures in the United States.

## TOTAL PRICE \$29,000.00 INCLUDES THE FOLLOWING:

25-30 Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Ten Million Dollars road liability.

Rain dated at NO extra charge.

Choreographed Display Production.

## SUMMARY OF WOODRIDGE JUBILEE SHOW - JUNE 18, 2016 BUDGET AMOUNT \$6,000

Indicate the total number of shells in each size category indicated below:

3 Inch	600
4 Inch	186
5 Inch	72
Totai Sheils	858

Indicate how the total number of shells (listed above) will be displayed in each of the categories indicated below:

Opening Barrage	120		
Main Show	282		
Grand Finale	456		
GRAND TOTAL	858		

Name of Vendor:

MAD BOMBER FIREWORKS PRODUCTIONS

## **2016 FIREWORKS CONTRACT**

- This Agreement, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2016, between the Village of Woodridge (on behalf of itself and the Village of Downers Grove related to the Fourth of July Fireworks Display and on behalf of itself and the Woodridge Park District related to the June 18 Jubilee Fireworks Display, collectively known as "the Sponsors") and \_\_MAD\_\_BOMBER\_\_FIREWORKS\_\_PRODUCTIONS
- 2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Documents attached hereto,
- MAD <u>BOMBER FIREWORKS PRODUCTIONS</u> agrees with the Sponsors at his/her own proper cost and expense to furnish the equipment, material, labor, supplies, and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
  - It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Sponsors, are all essential documents of this contract and are a part hereof.
  - 4. In witness whereof, the said parties have executed these presents on the date above mentioned.

## CORPORATE NAME

#### VILLAGE OF WOODRIDGE

MIAND, INC DBA MAD BOMBER FIREWORKS PRODUCTIONS

By:

By:

## CONTRACT ATTACHMENT - INSURANCE PROVISIONS & INDEMNITY

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than the following, if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Environmental impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Sponsors. At the option of the Sponsors, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Sponsors, their officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
  - The Sponsors, their officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall

contain no special limitations on the scope of protection afforded to the Sponsors, their officials, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary as respects the Sponsors, their officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Sponsors, their officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Sponsors, their officials, employees, agents and volunteers.
- 4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Sponsors, their officials, employees, agents and volunteers as additional insureds.
- All general liability coverages shall be provided on an occurrence policy form. Claimsmade general liability policies will not be accepted.
- 7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Sponsors. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.
- B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Sponsors, their officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality (negotiable – may not be needed on smaller contracts with limited exposure).

#### All Coverages

Each insurance policy required shall have the Sponsors expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### Verification of Coverage

Contractor shall furnish the Village of Woodridge with certificates of insurance naming the Sponsors, their officials, employees, agents and volunteers as additional insureds.

#### **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

#### Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Sponsors, their officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Sponsors, their officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Sponsors, their employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Sponsors, their officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Sponsors, their officials, employees and agents as herein provided.

## MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 20TH day of APRIL, 2016 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and

VILLAGE OF WOODRIDGE FIVE PLAZA DRIVE WOODRIDGE, IL 60517

Herein after referred to as Buyer, of VILLAGES OF WOODRIDGE, DOWNERS GROVE State ILLINOIS

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of  $\frac{56,000/$29,000}{$000/$29,000}$  for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of (WAIVED) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

Seller will present said Fireworks Display on the evening of the <u>18 TH</u> day of <u>JUNE</u>, 2016, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.

2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of  $\frac{350}{420}$ , feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller.

- 7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.
- 8. Seller and Buyer agree to include Attachments, if any. See Attachments: BOTH DISPLAYS ELECTRONICALLY FIRED...

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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D.:	NG	2 [	$\mathcal{I}$	a sal	No	
	Vice Pr		<u>·</u> L	w	m	anger "

Date: 04/20/16

BUYER

By

(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date:

RESOLUTION NO.

A RESOLUTION APPROVING PARTICIPATION WITH THE VILLAGE OF WOODRIDGE AND VILLAGE OF DOWNERS GROVE TO PROVIDE A FIREWORKS DISPLAY AT ZIGFIELD TROY GOLF COURSE ON THE FOURTH OF JULY BY CONTRIBUTING AN AMOUNT NOT TO EXCEED \$5,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** The City Council of the City of Darien hereby agrees to participate with the Village of Woodridge and Village of Downers Grove to provide a fireworks display at Zigfield Troy Golf Course on the Fourth of July by contributing an amount not to exceed \$5,000.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16<sup>th</sup> day of May, 2016.

AYES:	 	 	
NAYS:	 		
ABSENT:			

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this16<sup>th</sup> of May, 2016.

## KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

## **City of Darien** Minutes of the Administrative/Finance Committee April 4, 2016

The Meeting was called to order by Chairman/Alderman Ted Schauer at 6:00 pm. Committee member Aldermen Kenny was present. Staff members present included City Administrator Bryon Vana, and Assistant City Administrator Paul Nosek.

# Approval of a resolution authorizing the destruction of audio recordings of closed executive session minutes.

The Open Meetings Act requires governmental bodies to maintain verbatim record of closed meetings for eighteen months. After eighteen months, the recordings can be destroyed if the minutes are approved and the governmental body approves of the destruction of the tapes. The City Clerk recommended destruction of the following audio tapes from the meetings of 08/07/06, 12/04/06, 02/12/07, 03/05/07, 01/07/08, 04/21/08, 06/16/08, 08/18/08, 11/03/08, 03/15/10, 12/06/10, 12/20/10, 02/07/11, 04/18/11, 05/09/11, 05/23/11, 05/31/11, 06/06/11, 06/20/11, 07/18/11, 08/01/11, 09/06/11, 09/19/11, 10/03/11, 10/17/11, 05/07/12, 05/21/12, 06/04/12, 08/06/12, 08/20/12, 11/19/12, 02/04/13, 05/06/13, 06/17/13, 07/15/13, and 08/05/13. The Committee unanimously recommended approval of the resolution.

## <u>Consideration of a motion authorizing the temporary closure of streets for the</u> <u>Reclaim13 5K run authorizing the police department to assist in traffic control.</u>

The Staff received a request from RECLAIM 13 to conduct a 5k race along the same route as the Chamber's Darien Dash. Staff advised that they receive other requests from groups to use Darien as a 5k run. The City has recently received several requests for this type of activity and staff would like direction from the City Council to determine if the City wants to continue to allow races on public streets and if the City should implement a written policy regarding races on public streets. The committee unanimously recommended denial of the request. The recommendation was based on the inconvenience that the race places for those residents along the route and an attempt to limit races to local groups since we are receiving an increasing number of these requests. The Committee will advise the Council of this issue.

#### Minutes - February 1, 2016

The committee unanimously approved the minutes.

Adjournment - The meeting adjourned at 6:29pm.

Approved:
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Ted Schauer, Chairman

Joseph Kenny, Member

Thomas Chlystek, Member