



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 03-13-2025

Contract/Agreement Vendor: **James Burnett - Western Fireworks**  
Name of Vendor & Contact Person  
**jamesb@fireworksbywestern.com**  
Vendor Email Address  
**Fireworks display for 2025 graduation ceremony**

Summary

**BAHS Graduates**

Reason/Audience to benefit

**04-14-25**

BOE Date

**3750**

Amount of agreement

Person Submitting Contract/Agreement for Review: Christian Welborn

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Christian Welborn

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: no

Leadership Team Member: Steve Dunn

Funding Source: Fund 60

Fund/Project

OCAS Coding



Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)



Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## MEMORANDUM

To: Mr. Chuck Perry

From: Christian Welborn

Date: April 14, 2025

Re: Western Fireworks

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### **SUBJECT**

Accept and approve the agreement between Broken Arrow Public Schools and Western Fireworks. Cost to the district is \$3750. C.Welborn

### **ENCLOSURE/ATTACHMENTS**

Agreement

### **SUMMARY**

Western Fireworks will provide a fireworks display for the 2025 graduation ceremony.

### **FUNDING**

Fund 60

### **RECOMMENDATION**

Approve



March 5, 2025

Christian Welborn  
Broken Arrow High School  
Student Life & Activities  
1901 E. Albany  
Broken Arrow, OK 74102

Dear Christian,

I want to thank you for allowing me to meet with you and conduct a site review of the Broken Arrow High School stadium to determine potential firing locations for fireworks for the graduation ceremony.

From what you told me; I don't believe the fireworks location from where the fireworks company that previously did your show would be a good performance for everyone in the stadium. And so, I suggest two (2) other possibilities for a pyrotechnic performance for your event. I am attaching a site map I took from Google Earth Maps, on which you will find the two potential locations identified as "Option #1" and "Option #2". (Note: the map is obviously "dated" because the property north of the stadium has been completely cleared of brush and trees). Below, you will note a brief overview of both options.

**"Option #1"**: This option is certainly the best option because it considers the large "open" property that is across Albany, directly north of the stadium. I also suggest two (2) positions on this property for the fireworks because it would provide great visibility for everyone seated on both sides of the grandstands and create "left & right" symmetry on either side of the scoreboard. I know you can't rope off the entire security perimeter, but I suggest four (4) people on 4-wheel ATVs to maintain all four sides of the perimeter. The type of pyrotechnics we would fire from this location are called "multi-shot cake barrages". These barrages would be a combination of 1.4G and 1.3G fireworks. These devices contain a myriad of pyrotechnic effects, they are rapid-firing and are very impressive. The duration of this program would be approximately 2:30 in length and the cost would be \$3,750.

**"Option #2"**: This option considers firing the fireworks from the far north side of Albany, in line with the scoreboard. The fireworks would be fired from the top of one (1) flatbed trailer. Once again, it is "your" responsibility to maintain the security perimeter of the fireworks area, so you need to consider that. The type of pyrotechnics we would fire from this location are called "1.4G Articles Pyrotechnic". These devices are mostly debris-free, not as large as the pyrotechnics we would use from the other location, but they still create an impressive performance. The duration of this program would be approximately 2:30 in duration and the cost would be \$3,750.

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*Creating the Spectrum of Pyrotechnic Production Excellence*

*Post Office Box 60 – Carrier, Oklahoma 73727 (580-855-2203)*

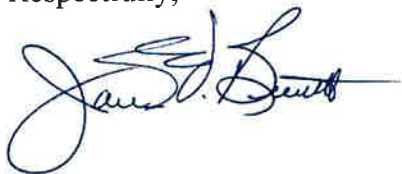
Our Pyrotechnic Production Proposal includes our \$5,000,000 Fireworks Liability Insurance coverage (naming all necessary additional insureds), a crew of certified Oklahoma pyrotechnic operators to handle the "load-in, firing and load-out" of the fireworks, securing the necessary fireworks permits and the design choreography of the pyrotechnics to a special music arrangement. Our pyrotechnic operators are covered by workers' compensation coverage (statutory limits of the state of Oklahoma).

I am enclosing one of our "Fireworks Production Contracts" for your review and understanding. We typically require a 40% deposit, but since this is a school, I adjusted the payment in the contract to allow 30 days after the event. Let me know if you need to discuss this further

We all obviously have some work to do to determine the feasibility of fireworks described in my letter; especially contacting the necessary entities for approval of fireworks; including the school district, the property owner north of the stadium, and of course the Broken Arrow Fire Marshal. And although I don't want to infer anything, I think it is prudent for us to at least alert the Broken Arrow Fire Marshal's office about the possibility of us doing fireworks for this event.

In the meantime, we thank you for your kind attention and consideration and we look forward to hearing from you at your earliest convenience.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jim Burnett", with a stylized flourish extending to the right.

Jim Burnett

**WESTERN ENTERPRISES, INC.**

## FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this 14 day of April, 2025, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and **BROKEN ARROW HIGH SCHOOL, BROKEN ARROW, OKLAHOMA**, designated herein as the "**PURCHASER**" for a fireworks production to be held on May, 2025.

2. **SELLER** will secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned over to the Operator for safekeeping or disposal of said material.

4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.

5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured by this contract. **SELLER** maintains Workers Compensation Coverage on all fireworks technicians at statutory limits of the state of Oklahoma.

6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS & NO/100 (\$3,750.00)** to be paid within thirty (30) days after the date of the display. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifty percent (50%) of the cost of the display (**\$1,875.00**). It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
**SELLER**

BY:   
authorized agent

**BROKEN ARROW HIGH SCHOOL**  
**PURCHASER**

BY: \_\_\_\_\_  
authorized agent





*Thank you!*  
*Please visit our website at...*

*“Fireworks By Western”*