



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Parks, Recreation & Forestry Board	Meeting Date: December 15, 2025
ID Number:	Ordinance/Resolution Number (if applicable):
Department Submitting: Parks, Recreation & Forestry	Submission Date: December 2, 2025
Agenda Item Title: Review and possible action on the agreement with Spielbauer Fireworks to host the fireworks display at the 2026 City of Waukesha JanBoree public event.	

Issue Before the Council: Waukesha Parks, Recreation & Forestry Department (WPRF) is working collaboratively with various organizations across the Waukesha community to host the Waukesha JanBoree, January 16-26, 2026. As a part of these activities, WPRF would like to offer a fireworks display on opening night, Friday, January 16 th in conjunction with Lowell Park activities.
Options & Alternatives: Staff recommendation is to hire Spielbauer Fireworks to provide high-level entertainment for JanBoree goers in Lowell Park. Alternatively, we could not offer the activity and reduce the event offerings during the festival.
Additional Details: A fireworks display has traditionally been featured at the Waukesha JanBoree since it's inception more than 40 years ago. This activity is being sponsored and paid for by a local company. The show will be a great addition to the JanBoree's space theme "Out of This World."



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What is the Strategic Plan Priority this item relates to:

Engaged Community

What impact will this item have on the Strategic Plan Priority?

- B. Objective 4 – engagement with community support organizations
- B. Objective 5 – increasing residents’ connection and engagement with the community

Financial Remarks:

The activity would utilize JanBoree Other Professional Services, 5920.52190 which is supported through sponsorship dollars in account 5920.45820.

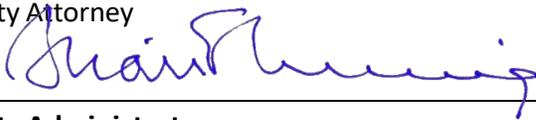
Executive Recommendation:

Recommend approval of the contract between City of Waukesha and Spielbauer Fireworks Co., Inc.

Suggested Motion:

Move to recommend approval of the contract between City of Waukesha and Spielbauer Fireworks Co., Inc. and authorize the Mayor to enter into this contract.

Reviewed By:

Finance Director	Date Reviewed
City Attorney 	Date Reviewed 3 Dec 2025
City Administrator 	Date Reviewed 12/05/2025

Fireworks Event Contract
City of Waukesha – Spielbauer Fireworks Co., Inc.
2026 Janboree Fireworks

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and Spielbauer Fireworks Co., Inc., 1976 Lane Road, Green Bay, Wisconsin 54311, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City requires a public fireworks display as part of its Winter Janboree, and has determined that Contractor is qualified to perform the display. Contractor is willing to perform the fireworks display.

Now, therefore, the City and Contractor agree and contract as follows:

1. Contractor Obligations.

- a. **Fireworks Shows.** Contractor shall perform a fireworks display show, referred to as the Show, on the evening of January 16, 2026, weather permitting. The Parties may by their mutual written agreement extend this Contract to include Shows for the Janboree after 2026, with all terms and conditions remaining the same except as amended by the extension agreement. The Shows shall include the fireworks shown on the attached Schedule A, unless modified by the mutual written agreement of the Parties. Funding for Shows is dependent on third-party donations, and if sufficient third-party funding is not available for any of the Shows, the City may void this contract in its sole discretion. The Shows shall be conducted according to the usual and customary standards in the industry.
- b. **Labor and Materials.** Contractor shall provide all necessary labor and materials required to perform the Shows. All personnel shall be adequately trained and certified as required for the safe performance of all of Contractor's obligations under this Contract.
- c. **Compliance with Law.** Contractor represents that it is fully licensed and certified in compliance with all applicable laws for the performance of its obligations under this Contract. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and rules. Contractor shall obtain, at its sole expense, all necessary permits. Contractor shall comply with all DOT regulations and placard requirements for the transportation of all materials.
- d. **Safety.** Contractor shall comply with all requirements of NFPA 1123 and 1124 in the performance of all of its obligations under this Contract. Contractor will comply with all direction given by the Waukesha Fire Department. Contractor shall take every precaution and use such judgment as is reasonable, accepted and customary in the fireworks industry, and shall take every step reasonably required to make the Shows as safe for its personnel, the City, and all spectators as possible.

2. City Obligations.

- a. **Fee.** The City shall pay the Contractor \$6,000.00 within 30 days after the completion of the Show. Contractor shall provide City with an invoice.
- b. **Staging Area.** The City shall provide a designated area for Contractor to store materials, and to set up and conduct the Show. The City shall inform Contractor of the location of the staging area within 30 days of the execution of this Contract, and if Contractor has any objections to the suitability of the designated staging area, the City shall make good-faith efforts to make changes to the staging area as reasonably requested by the Contractor. Contractor shall be responsible for the security of the staging area, and shall take reasonable precautions to prevent unauthorized persons from accessing the staging area.

performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.

12. Governing Law and Jurisdiction. This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

Attested by Katie Panella, City Clerk
Date:_____

To certify that funds are provided for payment:

Joseph P. Ciarro, Director of Finance
Date:_____

Spielbauer Fireworks Co., Inc.

By Patrick W. Spielbauer, President
Date:_____