
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2023- 037**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO APPROVE AND AUTHORIZE
PROPOSALS BETWEEN FLASHING THUNDER FIREWORKS
AND THE CITY OF BLUE ISLAND**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2023-037

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO APPROVE AND AUTHORIZE PROPOSALS
BETWEEN FLASHING THUNDER FIREWORKS AND THE CITY OF BLUE ISLAND**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City of Blue Island and Flashing Thunder Fireworks desire to execute proposals for pyrotechnic displays to be performed in the City of Blue Island on December 31, 2023 and July 4, 2024, copies of which are attached hereto and made a part hereof as Exhibit A (the “*Proposals*”); and

WHEREAS, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents to utilize Flashing Thunder Fireworks for the pyrotechnic displays based on their experience and knowledge in relation to the same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Proposals, which are attached hereto and made a part hereof as Exhibit A, are hereby approved in substantially the same form presented to the Mayor and Aldermen of

the City with such necessary non-material changes as may be authorized by the Mayor and City Attorney

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposals to complete satisfaction of the provisions, terms or conditions stated therein.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 7th day of NOVEMBER, 2023, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on NOVEMBER 7, 2023.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
7th day of NOVEMBER, 2023.

RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO APPROVE AND AUTHORIZE PROPOSALS BETWEEN FLASHING THUNDER FIREWORKS AND THE CITY OF BLUE ISLAND.**

RESOLUTION NO. 2023-037 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **7th of November, 2023**; that at said meeting **7** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **7** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **0** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **7th** day of **November, 2023**.

CORPORATE SEAL



City Clerk

Exhibit A
Proposals

Proposal for City of Blue Island New Years Eve Fireworks

THIS PROPOSAL made and entered on this 20th day of October, 2023, by and between **Flashing Thunder Fireworks**, whose principal place of business is Mitchell, Iowa, sometimes hereinafter referred to as **Provider**; and **City of Blue Island, IL**, sometimes hereinafter referred to as **Client or Sponsor**, WITNESSETH: WHEREAS, Flashing Thunder Fireworks is bidding on a pyrotechnic display (hereafter "fireworks display") **to be performed and displayed at dusk or time to be desired on December 31st, 2023** for client, and WHEREAS, Flashing Thunder Fireworks is to perform the fireworks display in a manner consistent with the highest degree of care with respect to the safety of spectators, its employees and the improvements located in the area where the fireworks will be set off, and WHEREAS, in exchange for Flashing Thunder Fireworks performing the fireworks display, Flashing Thunder Fireworks shall be entitled to the payment of the successfully bid amount of \$5,000 (Five Thousand USD) inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follows:

Provider's responsibilities with respect to fireworks display: Seller agrees to provide all necessary fireworks, fireworks display materials and equipment, and the personnel necessary to perform the fireworks display in a timely fashion and in accordance with the bid previously submitted by the Provider. Provider further submits that the display will be 100% electrically fired, that the equipment used will equal or exceed the specifications of those recommended by the National Fire Protection Association and that the fireworks used will be from those manufacturers widely recognized and accepted as being of the highest quality in the pyrotechnic industry. Provider shall provide licensed, experienced, PGI certified, professional pyro-technicians, who will deliver, set-up, discharge and dismantle the fireworks display. The pyro-technicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time of completion of the display, etc. Provider shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof.

Scope of Provider's Artistry: All displays will consist of an opening, main body, and grand finale that will be designed by the technician using the budget, display site, and client's desired time length of display, as factors in choreography. Any specifics must be requested by Client to Provider.

Client's responsibilities with respect to fireworks display. Client agrees to (a) provide a sufficient area for the display, including a minimum spectator set back as determined by provider, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public, (e) if possible,

allow access to the display site as early as December 31st, 2023, and (f) remove non-hazardous debris, trash and clean-up of shoot site and surrounding area.

Compensation and Terms to Provider: Client shall pay to Provider the amount of \$5,000 (Five Thousand USD) The sum shall be paid to Anthony A. Rainiero c/o Flashing Thunder Fireworks (Provider) at time of display date but due no later than December 31st, 2023. Any balance that is not paid by the due date shall bear interest at 12% per annum.

Weather. election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is forecast on the day the display is scheduled to occur, the event may be canceled by mutual agreement of the parties prior to delivery or setup, weather delay will be performed on a mutually agreeable date within 180 days. Should the display be canceled before delivery due to weather, or by any person or agency authorized to cancel the display, the provider gets paid \$2,500.00 in liquidated damages. Product will be added to the 4th of July display if not rescheduled within 180 days.

Insurance: Provider will issue the client and those individuals or entities the client chooses to indemnify (additionally insured), an insurance certificate (as part of the display expense) outlining coverage in the amount of \$5,000,000.00 (Five Million USD) to cover liability associated with the fireworks display. Provider warrants that it maintains worker's compensation insurance on its employees.

Performance: Provider shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Provider shall use its best efforts to ensure that the display will proceed as planned and on time. Harm to third parties or property: Provider shall not be liable for harm to any spectators, third parties, or improvements or property in the vicinity of the fireworks display except for negligence. Provider covenants that it will use its best efforts to avoid any such harm and that it maintains/has obtained insurance coverage (refer to insurance certificate) to cover any such harm pursuant to the foregoing section.

Indemnification: Provider agrees to indemnify and hold Client harmless for any liability to third parties caused in whole or in part by a failure by Client to Perform its obligations hereunder.

No Partnership or joint venture: The parties agree that Provider is a sub-contractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display are left to the sole discretion of the Provider.

Binding Effect on Representatives and Successors: This Agreement shall be binding upon and insure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.

Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying

upon any representation made by the other party unless such representation is contained in this agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Assignment: Without the prior written consent of the other party, neither party shall: Assign, transfer, pledge, or hypothecate this agreement, the property or any part thereof, or any interest therein; Sublet or lend the property or any part thereof.

Attorney's Fees: In the event that any action is filed in relation to the terms of this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, the reasonable sum for the successful party's attorney's fees. Modification; Subsequent amendments, modifications, or releases from any provision of this agreement shall be binding only if in writing and signed by all parties.

Time of Essence: Time is of the essence of this agreement.

Severability: If any provision of this agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from this agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

Authority: Each party signing this Agreement represents that they are fully by the entity for which they are acting in executing this Agreement.

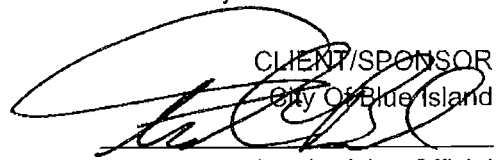
Heading: Headings or titles to sections or paragraphs of this agreement are solely for the convenience of the parties and shall have no effect whatsoever on the interpretation of the provisions of this agreement.

References to Gender: Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If any party or parties herein shall be corporations, all references herein to the heirs of such a corporate party shall be constructed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this 20th day of October 2023.

PROVIDER
Flashing Thunder Fireworks

CLIENT/SPONSOR
City Of Blue Island



Signature of Authorizing Official



Title /Office of Authorizing Party

Proposal for City of Blue Island 4th of July Fireworks

THIS PROPOSAL made and entered on this 20th day of October, 2023, by and between **Flashing Thunder Fireworks**, whose principal place of business is Mitchell, Iowa, sometimes hereinafter referred to as **Provider**; and **City of Blue Island, IL**, sometimes hereinafter referred to as **Client or Sponsor**, WITNESSETH: WHEREAS, Flashing Thunder Fireworks is bidding on a pyrotechnic display (hereafter "fireworks display") **to be performed and displayed at dusk or time to be desired on July 4th, 2024** for client, and WHEREAS, Flashing Thunder Fireworks is to perform the fireworks display in a manner consistent with the highest degree of care with respect to the safety of spectators, its employees and the improvements located in the area where the fireworks will be set off, and WHEREAS, in exchange for Flashing Thunder Fireworks performing the fireworks display, Flashing Thunder Fireworks shall be entitled to the payment of the successfully bid amount of \$30,000 (Thirty Thousand USD) inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follows:

Provider's responsibilities with respect to fireworks display: Seller agrees to provide all necessary fireworks, fireworks display materials and equipment, and the personnel necessary to perform the fireworks display in a timely fashion and in accordance with the bid previously submitted by the Provider. Provider further submits that the display will be 100% electrically fired, that the equipment used will equal or exceed the specifications of those recommended by the National Fire Protection Association and that the fireworks used will be from those manufacturers widely recognized and accepted as being of the highest quality in the pyrotechnic industry. Provider shall provide licensed, experienced, PGI certified, professional pyro-technicians, who will deliver, set-up, discharge and dismantle the fireworks display. The pyro-technicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time of completion of the display, etc. Provider shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof.

Scope of Provider's Artistry: All displays will consist of an opening, main body, and grand finale that will be designed by the technician using the budget, display site, and 22 to 24 minute show inclusive of a 3 minute finale, as factors in choreography. Any specifics must be requested by Client to Provider.

Client's responsibilities with respect to fireworks display. Client agrees to (a) provide a sufficient area for the display, including a minimum spectator set back as determined by provider, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public, (e) if possible,

allow access to the display site as early as July 3rd, 2024, and (f) remove non-hazardous debris, trash and clean-up of shoot site and surrounding area.

Compensation and Terms to Provider: Client shall pay to Provider the amount of \$30,000 (Thirty Thousand USD) The sum shall be paid to Anthony A. Rainiero c/o Flashing Thunder Fireworks (Provider) at time of display date but due no later than July 4th, 2024. Any balance that is not paid by the due date shall bear interest at 12% per annum.

Weather, election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is forecast on the day the display is scheduled to occur, the event may be canceled by mutual agreement of the parties prior to delivery or setup, weather delay will be performed on a mutually agreeable date within 180 days. Should the display be canceled before delivery due to weather, or by any person or agency authorized to cancel the display, the provider gets paid \$4,500.00 in liquidated damages. If display is not rescheduled within 180 days, the provider gets paid \$10,000 in liquidated damages.

Insurance: Provider will issue the client and those individuals or entities the client chooses to indemnify (additionally insured), an insurance certificate (as part of the display expense) outlining coverage in the amount of \$5,000,000.00 (Five Million USD) to cover liability associated with the fireworks display. Provider warrants that it maintains worker's compensation insurance on its employees.

Performance: Provider shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Provider shall use its best efforts to ensure that the display will proceed as planned and on time. Harm to third parties or property: Provider shall not be liable for harm to any spectators, third parties, or improvements or property in the vicinity of the fireworks display except for negligence. Provider covenants that it will use its best efforts to avoid any such harm and that it maintains/has obtained insurance coverage (refer to insurance certificate) to cover any such harm pursuant to the foregoing section.

Indemnification: Provider agrees to indemnify and hold Client harmless for any liability to third parties caused in whole or in part by a failure by Client to Perform its obligations hereunder.

No Partnership or joint venture: The parties agree that Provider is a sub-contractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display are left to the sole discretion of the Provider.

Binding Effect on Representatives and Successors: This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.

Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying upon any representation made by the other party unless such representation is contained in this agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Assignment: Without the prior written consent of the other party, neither party shall: Assign, transfer, pledge, or hypothecate this agreement, the property or any part thereof, or any interest therein; Sublet or lend the property or any part thereof.

Attorney's Fees: In the event that any action is filed in relation to the terms of this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, the reasonable sum for the successful party's attorney's fees. Modification; Subsequent amendments, modifications, or releases from any provision of this agreement shall be binding only if in writing and signed by all parties.

Time of Essence: Time is of the essence of this agreement.

Severability: If any provision of this agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from this agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

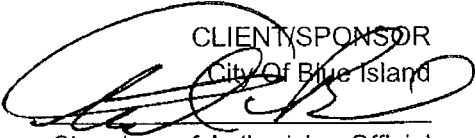
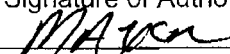
Authority: Each party signing this Agreement represents that they are fully by the entity for which they are acting in executing this Agreement.

Heading: Headings or titles to sections or paragraphs of this agreement are solely for the convenience of the parties and shall have no effect whatsoever on the interpretation of the provisions of this agreement.

References to Gender: Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If any party or parties herein shall be corporations, all references herein to the heirs of such a corporate party shall be constructed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this 20th day of October 2023.

PROVIDER
Flashing Thunder Fireworks

CLIENT/SPONSOR
City Of Blue Island

Signature of Authorizing Official

Title /Office of Authorizing Party