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

**RESOLUTION
NUMBER 2019-015**

**A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT
WITH MAD BOMBER FOR THE FOURTH OF JULY
FIREWORKS FESTIVAL EVENT**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
ALECIA SLATTERY**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
JAMES KLINKER**

Aldermen

RESOLUTION NO. 2019-015

**A RESOLUTION APPROVING AND AUTHORIZING
A CONTRACT WITH MAD BOMBER FOR THE
FOURTH OF JULY FIREWORKS FESTIVAL EVENT**

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, the City plans to enter into a contract with Mad Bomber at a cost of \$12,000.00, for the Fourth of July Fireworks Festival Event;

WHEREAS, the appropriate city officials have considered and reviewed the contract attached as Exhibit A and find it to be in the best interests of the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

**SECTION 2: AUTHORIZATION OF MAYOR & AGENT TO EXECUTE AND ACT IN
ACCORDANCE WITH AGREEMENT**

The City Council approves a contract with Mad Bomber at a cost of \$12,000.00, for the Fourth of July Fireworks Festival Event and authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

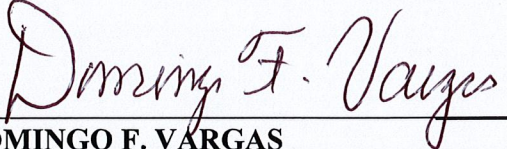
This resolution shall be in full force and effect upon its passage, approval and publication as required by law.

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ADOPTED this 11th day of June, 2019, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Johnson	X				
Alderman Alexander	X				
Alderman Bilotto	X				
Alderman Casares	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Hawley	X				
Alderman Fahrenwald			X		
Alderman Mech	X				
Alderman Hill	X				
Alderman Cantelo-Zylman	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Klinker	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on June 11, 2019.



 DOMINGO F. VARGAS
 MAYOR OF THE CITY OF BLUE ISLAND,
 COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
 11th day of June, 2019.



 RANDY HEUSER, CITY CLERK

EXHIBIT A

**CONTRACT WITH MAD BOMBER FOR THE
FOURTH OF JULY FIREWORKS FESTIVAL EVENT**

Mad Bomber Fireworks Productions

This contract entered into this 7th day of June, 2019 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and City of Blue Island, hereinafter referred to as Buyer, of Blue Island, Illinois.

Witness: Seller agrees to provide and Buyer agrees to purchase a certain Fireworks Display. Buyer will pay the Seller a sum of \$12,000.00 for said display on June 28th, 2019. Upon acceptance of this agreement, Buyer will pay a sum of \$0.00 as Earnest Money Deposit with the balance due and payable within 30 days after the display date agreed upon. A late charge of 1 and ½ (1.5%) percent per month will be assessed on accounts not paid within thirty days of display date. Buyer is responsible for any and all legal fees incurred in collection of unpaid debt

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

1. Seller will present said Fireworks Display on the evening of the 28th day of June, 2019, it being understood that should there be inclement weather on the display date - an alternate display date will be agreed upon within six months of the original display date by both the Seller and the Buyer.
2. The Fee for cancellation of the Fireworks Display for any reason is 40% of the purchase 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 400 feet at all points from the discharge area. Buyer will also provide protection of the display by roping off or other suitable means. Buyer will provide adequate security 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 Fireworks Productions retains the right to substitute product of equal or greater value in the event of a shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. None.

Both Seller and Buyer hereto 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.

Mad Bomber Fireworks Productions

BUYER

By: Mattie Neil

By: _____

Date: 6/7/19

Date: _____

Address: _____

Phone: _____