

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-24-06 A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN THE CITY OF WOOD DALE AND FLASHING THUNDER FIREWORKS FOR A FIREWORKS DISPLAY RENDERED IN THE NOT-TO-EXCEED AMOUNT OF \$18,500**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 15th day of February, 2024.



Lynn Curiale, City Clerk



Resolution #R-24-06

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT
BETWEEN THE CITY OF WOOD DALE AND FLASHING THUNDER
FIREWORKS FOR A FIREWORKS DISPLAY RENDERED IN THE NOT-TO-
EXCEED AMOUNT OF \$18,500**

Passed: February 15, 2024
Published in Pamphlet Form: February 16, 2024

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-24-06

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT
BETWEEN THE CITY OF WOOD DALE AND FLASHING THUNDER
FIREWORKS FOR A FIREWORKS DISPLAY RENDERED IN THE NOT-TO-
EXCEED AMOUNT OF \$18,500**

Passed and approved by the City Council of the City of Wood Dale on February 15, 2024
and hereby published in pamphlet on February 16, 2024.



Lynn Curiale, City Clerk



RESOLUTION NO. R-24-06

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN
THE CITY OF WOOD DALE AND FLASHING THUNDER FIREWORKS FOR A
FIREWORKS DISPLAY RENDERED IN THE NOT-TO-EXCEED AMOUNT OF \$18,500**

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the Flashing Thunder Fireworks for the 2024 Prairie Fest fireworks display; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of Flashing Thunder Fireworks, the Mayor and the City Council find Flashing Thunder Fireworks is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 15th day of February 2024.

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 15th day of February 2024.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this 24th day of January, 2024, by and between **Flashing Thunder Fireworks**, whose principal place of business is Mitchell, Iowa, sometimes hereinafter referred to as **Provider**; and City of Wood Dale in Wood Dale, Illinois for sometimes hereinafter referred to as **Client or Sponsor**. WHEREAS, Flashing Thunder Fireworks was selected for the pyrotechnic display (hereafter "fireworks display") to be **performed and displayed on 29th day of June, 2024.**

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 paid the sum of **\$18,500.00 (Eighteen Thousand, five Hundred USD)** for **Prairie Fest in Wood Dale on June 29th, 2024.** exclusive of tax, payable as hereafter provided.

NOW THEREFORE, the Parties hereto agree as follows:

Flashing Thunder Fireworks responsibilities with respect to fireworks display:

Flashing Thunder Fireworks agrees to provide all necessary fireworks, fireworks display materials and equipment, and the personnel necessary to perform the fireworks display as scheduled and provided for herein and in accordance with the bid previously submitted by Flashing Thunder Fireworks. Flashing Thunder Fireworks 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. Flashing Thunder Fireworks shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which Client is responsible. Flashing Thunder Fireworks shall provide licensed, experienced, 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 the completion of the display, etc. Flashing Thunder Fireworks 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.

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 Flashing Thunder Fireworks (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,

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 party in the action shall pay to the City of Wood Dale party, in addition to all other sums that either Party may be called upon to pay, the reasonable sum for the prevailing attorney's fees. Modification: Subsequent amendments, modification, 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 authorized by the entity for which they are acting in executing this Agreement.

Headings: 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 corporate Party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this 24th day of January, 2024

PROVIDER


Flashing Thunder Fireworks

CLIENT/SPONSOR

City of Wood Dale


Signature of Authorizing Official

MAYOR

Title/Office of Authorizing Party