

City of Rock Falls

603 W. 10th Street
Rock Falls, IL 61071-2854

Mayor

William B. Wescott
815-380-5333

City Administrator

Robbin D. Blackert
815-564-1366



City Clerk

Eric Arduini
815-622-1104

City Treasurer

Kay Abner
815-622-1100

Reconvened City Council Meeting from April 19th, 2016

Agenda

Rock Falls Council Chambers

April 25th, 2016

6:30 p.m.

Meeting Reconvenes @ 6:30 p.m.

Audience Requests:

1. Second Reading of the FY17 City Budget
2. Approval of the recommendation from the Tourism Committee for contributing to the Blackhawk Waterways CVB Partner Incentive Program in the amount of \$8000.00.
3. Approval of the recommendation from the Tourism Committee to enter an agreement with J&M Displays Inc. 18064 170th Avenue Yarmouth, IA. for the fireworks display on June 25th in the amount of \$6000.00.

Adjournment:

Next City Council Meeting 5-03-2016

Posted 4-22-2016

Eric Arduini / City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108; promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

**BLACKHAWK WATERWAYS CVB
FY 2017 CONTRIBUTING PARTNER INCENTIVE PROGRAM**

In order to encourage continued and/or increased contributions from the taxing bodies that support Blackhawk Waterways CVB, a percentage of the yearly contribution paid to BWCVB from individual taxing bodies will be allocated for promotion and/or advertising of an individual county/community. This program is valid for fiscal year 2017 only and will be considered for renewal on an annual basis.

The level of contribution and the corresponding percentage of advertising/promotion dollars to be allocated are as follows:

\$40,000.00 @ 25% = \$10,000.00 in paid promotion/advertising
\$30,000.00 @ 20% = \$6,000.00 in paid promotion/advertising
\$20,000.00 @ 15% = \$3,000.00 in paid promotion/advertising
\$15,000.00 @ 12% = \$1,800.00 in paid promotion/advertising
\$12,000.00 @ 10% = \$1,200.00 in paid promotion/advertising
\$10,000.00 @ 8% = \$800.00 in paid promotion/advertising
\$8,000.00 @ 5% = \$400.00 in paid promotion/advertising

Guidelines:

An inter-governmental agreement stating the terms of the agreement for FY 2017 will be signed by the Executive Director of BWCVB and the designee of the contributing taxing body.

Each contributing taxing body will decide how the allocated advertising/promotion dollars will be spent but all advertising must include the current Illinois state tourism logo.

In order to encourage overnight stays, any and all Incentive Program advertising must to be placed in publications outside a 50 mile radius of the entire BWCVB service region of Carroll, Lee, Ogle & Whiteside Counties. If the promotional piece is a rack card or brochure it can be distributed locally but it must also be available to be distributed by BWCVB staff outside a 50 mile radius of our service region.

The individual taxing body will have final proofing and ad placement authority but in order to ensure all materials meet state tourism guidelines, each project must also be approved by the Executive Director of BWCVB prior to being published or printed.

Allocated funds must be expended within the 2017 fiscal year of July 1, 2016 – June 30, 2017. Any remaining unspent funds cannot be carried over into the next fiscal year.

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20 16, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and Rock Falls Tourism, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$6000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of June 25th, 2016 at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

____ the sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$6000.00 in full by May 1st, 2016 (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

____ \$_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$550.00 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

_____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. Buyer agrees to provide:

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: James Oetken
J & M Displays, Inc.
SELLER

BY: Ann B. Kessett, Mayor
CITY OF ROCK FALLS
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

J & M Displays Proposal For: City of Rock Falls

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Report with color w/ silver tail 100 shot		\$110.95	\$110.95
Category shell Count: 100				\$110.95
Section shell Count: 100				\$110.95

Flight 1

Components

Quantity	Name	Rising Effect	Price	Total
1	Blue lance (priced per 100)		\$49.05	\$49.05
1	Red lance (priced per 100)		\$49.05	\$49.05
Category shell Count: 0				\$98.10

Ignition Items

Quantity	Name	Rising Effect	Price	Total
3	Sticky match slow 60 feet		\$22.15	\$66.45
Category shell Count: 0				\$66.45
Section shell Count: 0				\$164.55

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Blue tail to golden belt w/red glitter green glitter & white glitter 49 shot		\$141.00	\$141.00
1	Crackling tail to titanium flower willow 49 shot I shape		\$141.00	\$141.00
1	Golden tail to golden wave time rain 49 shot fan		\$141.00	\$141.00
1	Red comets to red dahlia with white strobe 49 shot		\$141.00	\$141.00
1	Assorted Fan Cake Z W and S shape 100 shot		\$253.05	\$253.05
1	Blue orchid 100 shot Z fan		\$253.05	\$253.05
1	Color and palms 100 shot I shape		\$253.05	\$253.05
1	Fairy dust 100 shot Z fan		\$253.05	\$253.05
1	Rainbow crossette 100 shot Z shape		\$302.10	\$302.10
Category shell Count: 683				\$1,878.30

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
5	Titanium salute with rising whistle	rising whistle	\$9.10	\$45.50
Category shell Count: 5				\$45.50

J & M Displays Proposal For: City of Rock Falls

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Nishiki kamuro niagara falls with variegated pistils		\$18.85	\$18.85
1	Red Gamboge to Silver Chrysanthemum		\$18.85	\$18.85
1	Reddish gamboge to blue to red		\$18.85	\$18.85
1	Reddish gamboge to green chrys		\$18.85	\$18.85
1	Silver Flower Wave Coconut		\$18.85	\$18.85
1	Strobe w/ ring assorted		\$18.85	\$18.85
1	Variegated peony to crackling		\$18.85	\$18.85
1	White strobe with red dahlia	glitter tail	\$18.85	\$18.85
1	Willow - golden		\$18.85	\$18.85
1	Asst B of 20 (5 report& 15 color) Patriotic shells W/O CONNECTORS	mixed tails	\$179.50	\$179.50
1	Asst C of 20 (5 report& 15 color) J&M Brand shells W/O CONNECTORS		\$179.50	\$179.50
1	Asst G Of 20 diff J&M shells W/O CONNECTORS		\$197.75	\$197.75
1	Asst H of 20 different J&M shells W/O CONNECTORS	mixed tails	\$197.75	\$197.75
1	Asst M of 20 diff J&M Brand Shells W/O CONNECTORS	mixed tails	\$197.75	\$197.75
Category shell Count: 109				\$1,121.90

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Farfallas and silver to red glitter		\$25.90	\$25.90
1	Lemon strobe		\$25.90	\$25.90
1	Multicolor Rays with gold glitter center		\$25.90	\$25.90
1	Red and white to flash peony		\$25.90	\$25.90
1	Silver Hummers w/ Fushia Center		\$25.90	\$25.90
1	White strobe		\$25.90	\$25.90
1	Red and blue with artillery		\$41.05	\$41.05
1	Red and blue with silver serpents		\$41.05	\$41.05
1	Red and blue with whistles		\$41.05	\$41.05
1	Red with whistles		\$41.05	\$41.05
Category shell Count: 10				\$319.60
Section shell Count: 807				\$3,365.30

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Mixed color peony finale 3" - 10 shot		\$118.45	\$1,184.50
Category shell Count: 100				\$1,184.50
Section shell Count: 100				\$1,184.50

Free 8% for early payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Brocade Crown King 36 shot		\$110.95	\$110.95
1	Whistle tail to titanium salute 100 shot		\$253.05	\$253.05
Category shell Count: 136				\$364.00
Section shell Count: 136				\$364.00

J & M Displays Proposal For:
City of Rock Falls

Free 15% for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Assorted effects 100 shot Z shape		\$183.75	\$183.75
1	600 Shot Colored stars		\$469.20	\$469.20
Category shell Count: 700				\$652.95
Section shell Count: 700				\$652.95

J & M Displays Proposal For: City of Rock Falls

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks price:	\$4,825.30
Discount:	<u>\$425.30</u>
Sub-total Fireworks:	\$4,400.00
Sales tax:	
Local sales tax:	
Insurance processing :	\$800.00
License and permit:	
Shoot fee	\$550.00
Delivery:	\$250.00
Musical firing:	
Shoot cost:	
Total price of show:	\$6,000.00

Total shell count:	1843
Packing check:	58
Date of display:	6/25/2016
Customer number:	0

Proposal print 11

Summary of Free Items Added to Your Show

See previous pages for a listing of free items

Free items are based on the \$4,400.00 fireworks subtotal

\$652.95 Free for Multiple Year Agreement

\$364.00 Free for early pay

\$1,016.95 Total free

Total value of show is \$7,442.25. Your price is \$6,000.00

Free Items Summary

Please note the following comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.