

RESOLUTION
R 22-23

**A RESOLUTION AUTHORIZING SIGNATURE OF THE
VILLAGE PRESIDENT ON A FIREWORKS PRODUCTIONS AGREEMENT**

WHEREAS, the Village of Lombard desires to contract with Mad Bomber Fireworks Productions for a fireworks display to take place on July 4, 2023 in Madison Meadow Park,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard a Fireworks Production Agreement with Mad Bomber Fireworks Productions as attached hereto pending final approval the Fireworks Production Agreement with the vendor and a Fireworks Display Agreement between the Village of Lombard and the Lombard Park District.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.


Adopted this 4th day of May, 2023.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner


Nayes: None

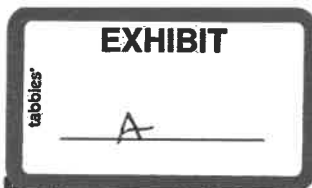
Absent: None

Approved by me this 4th day of May, 2023.


Keith T. Giagnorio, Village President

ATTEST:


Elizabeth Brezinski, Village Clerk



MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK P.O. BOX 418 Kingsbury, IN 46345
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847)464-1442

VILLAGE OF LOMBARD FIRE DEPARTMENT
LISTING OF SHELLS

At **MADISON MEADOWS PARK**

TASTE OF LOMBARD JAYCEE'S CELEBRATION

Tuesday, JULY 4th, 2023 At 9:30 pm
Or a FALL date in SEPTEMBER 2023

.SAME EXACT SHOW THAT WAS PRESENTED IN 2022
FIREWORKS 1.3G, UN0335, PGII

\$45,360 w/7/4/23 date \$40,860 w/FALL 2023 date

192 - 3" Shells
150 - 4" Shells
108 - 5" Shells
36 - 6" Shells
(900) 75 - 3" Finale Groups (75 x 12)
(216) 6 - 2.5" Finale Boxes (6 x 36)

ENTIRE PROGRAM IS AN ELECTRONICALLY FIRED DISPLAY

MEETS N.F.P.A. #1123 DISTANCE REQUIREMENT OF 420 FEET

* Multiple Shot Barrage Boxes, Exhibition Candles, Comets, and Floral Mines

OS.F.M. LICENCEED PYROTECHNICIANS ASSIGNED:

LEAD Harley DeJong
#IL-06-O-00029-00139
Cell #630 212-1021 On Site*
LEAD Dave Scofield
#IL-06-O-00029-00581
Cell # 630 835-2632 On Site*

Request for (10) PARKING SPACES for Crew Assistants

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

VILLAGE OF LOMBARD

ANNUAL INDEPENDENCE DAY CELEBRATION

MADISON MEADOWS PARK, ILLINOIS

TUESDAY JULY FOURTH, 2023

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$45,360.00

INCLUDES THE FOLLOWING:

25 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain Dated during 2023 year.

Choreographed Display Production.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 3rd day of APRIL, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and VILLAGE OF LOMBARD 255 E. WILSON STREET LOMBARD IL 60148 Herein after referred to as Buyer, of VILLAGE OF LOMBARD, ILLINOIS.

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$45,360 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

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 FOURTH day of JULY 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 420' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police 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. All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments Electronically Fired Display _____ Display price does not include local fire protection permit fees. RAIN DATE: _____ 2023.

Both Seller and Buyer hereto do 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 *Dan P. Miller*
Sr. Vice President

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date: 04/03/23

Date: _____

