
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-006**

**A RESOLUTION APPROVING A CONTRACT FOR THE
JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-006

**A RESOLUTION APPROVING A CONTRACT FOR THE
JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Mad Bomber Fireworks Productions, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 17th day of January, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Sullivan

NAYS: Galante

ABSENT: None

APPROVED this 17th day of January, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT FOR THE
JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

TINLEY PARK 50

PROPOSAL

JULY 3, 2023

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR INDEPENDENCE DAY.

FIREWORKS SHOW Choreographed to Music	\$50,000.00
PROFESSIONAL PRESENTATION	INCLUDED
\$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$50,000.00

Mad Bomber Fireworks will also supply the following:

1. We will secure all permits.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry \$5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland
Randy McCasland, Director of Operations

MAD BOMBER

FIREWORKS PRODUCTIONS

AGREEMENT

This contract entered into this 11th day of January, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

Village of Tinley Park

Herein after referred to as Buyer, of Tinley Park State Illinois
Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$50,000.00 for Display. Upon acceptance of this agreement Buyer will 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 1 1/2% 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 3rd 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 display date agreeable to both the Seller and Buyer.
2. There will be a 15% Fee of agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses to not reschedule a alternate display 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 500' 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 an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: Includes \$40,000.00 program and Tinley Park 50 program. Choreographed to music. Buyer will supply sound system.

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

By [Signature]
Randy McCasland

Date 1/18/2023

BUYER

By [Signature]
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date January 17, 2023

Print Name Michael W. Glotz

Address 16250 Oak Park Avenue

Tinley Park, IL 60477

MAD BOMBER

FIREWORKS PRODUCTIONS

AGREEMENT

This contract entered into this 11th day of January, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

Herein after referred to as Buyer, of Tinley Park State Illinois
Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$50,000.00 for Display. Upon acceptance of this agreement Buyer will 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 1 1/2% 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 3rd 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 display date agreeable to both the Seller and Buyer.
2. There will be a 15% Fee of agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses to not reschedule a alternate display 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 500' 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 an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: Includes \$40,000.00 program and Tinley Park 50 program. Choreographed to music. Buyer will supply sound system.

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

By _____
Randy McCasland

Date _____

BUYER

By Michael W. Glotz
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date January 17, 2023

Print Name Michael W. Glotz

Address 16250 Oak Park Avenue

Tinley Park, IL 60477

Tinley Park 50

This display will consist of the \$40,000.00 program plus the following.

This is the main meal with appetizers and extra sides.

Includes Choreographing to Music.

Opening

36 3" Assorted Color Display Shells

6 4" Assorted Display Shells

2 5" Assorted Color Shells

12 3" Titanium Salutes

Mad Bomber
Fireworks Productions

Tinley Park 50

High End SPECIALTY BARRAGES

- 300 Crackling Comets with Color Mines and Palms.
- 200 Chrysanthemums to Chrysanthemums
- 200 Red Sizzle to Premium Color Center Core

Mad Bomber
Fireworks Productions

Tinley Park 50

Specialty Stacks

Red White and Blue

12 3"
3 4"
1 5"

Glittering Silver

24 3"
6 4"
2 5"

Crackling Nishiki Kamuro

12 3"
3 4"
1 5"

Different size shells breaking at multiple heights creating a stacking effect.

Mad Bomber
Fireworks Productions

Tinley Park 50

10 3" SPECIALTY SHELLS

3" Color Wolves

3" Silver Serpent w/Magenta

3" Whistling w/Color Stars

3" Red Sky Mines

3" Blue Sky Mines

3" White Sky Mines

3" Smile Face

3" Assorted Sky Mines

3" Peach Flying Stars

3" Banger Chartreuse

3" Blue Comets

3" Diamond Screamer w/Color Stars

3" White Strobe Waterfall

3" Orange Strobe

10 4" SPECIALTY SHELLS

4"Cyan Sky Mine

4" Whistle Red Stars

4" Silver Flying Fish

4" Aqua w/Silver Turbulence

4" Farfalla w/Magenta Stars

4" Assorted Color Wolves

4" Multi Color Flying Stars

4" Silver Serpents w/Mag Colors

4" Whirlpool Green Xsette

4" Whirlpool Red Xsette

4" Green Sound Ring

4" Tourbillion w/Color Stars

4" Diamond Screamer w/Color Stars

4" Lemon Xsette w/Time Rain

4" Ti Serpent w/Red & Blue to Report

4" Ti Whistle Ring w/Lemon

Mad Bomber
Fireworks Productions

Tinley Park 50

24 3 INCH SHELLS

Three Shot Volleys

Silver Flying Fish

Green Strobe

Yellow Strobe

RWB Ring w/Mine Red Strobe

RWB w/Brocade Mine

Red Falling Leaves

Green Falling Leaves

Yellow Falling Leaves

Purple Falling Leaves

Flower Crowns

**Three shells shot simultaneously and
spread across sky**

Mad Bomber
Fireworks Productions

Tinley Park 50

5 INCH SHELLS * main body

18 Guandu

Chrys w/Red to Green Ring
Silver Crackling Palm Tree
Purple Wave
Red Flower Rain
Gold Wave to Aqua
Smiley Face
Brocade Butterfly
Sea Blue and Lemon Dahlias
Blue Palm Tree
Blue Peony w/Silver Core
Gold Diadem Willow
Gold Wave to Purple to Green

Silver Crown w/Small Red Flowers
Ripples to Variegated Wave
Crackling to Sil Crossette
China Storm
White Strobing
Yellow Peony
Red to Purple to Green Peony
Red Peony w/Glitt Gold Palm Tree Core
Gold Wave to Red to Green
Green to Yellow w/Yellow to Green Pist
Yellow Peony w/Blue Palm Tree Core
Silver Wave to Green to Crackling

18 Yung Feng

Glitt Sil to Blue to Red w/Reports
Gold Wave to Red to Blue Flickering
Colored Diadem
Sil Nishiki Kamuro w/Blue Pistil
Eight Hearts w/Tail
Purple Sunflower w/Tail
Sil Coconut Tree w/Red Flowers
Gold Coconut Tree w/Blue Blooms
Aqua Peony
RWB to 5 Report
Gold Coco to Red Crown Flower

Red Gamboge to Red to Blue Chrys
GW to Purple Chrys w/Red to Sil Pistil
Spangle Chrys w/Crackling Blue Pistil
Nishiki Kamuro w/Tail
Twinkling Silver Willow
Revolving Dragons w/Red Flowers
Twinkling Coconut Crossette
Bright Red Diadem
Green Twinkling Willow
Green Meteor
Variegated Flowers

5 INCH SHELLS

Tinley Park 50

5 INCH SHELLS * main body

12 Wizard

Brocade Waterfall w/Tail
Brocade Crown Chrysanthemum
3 Concentric Ring w/Crack Pistil
Silver Strobing w/Tail
RWB USA Style Cannister w/Tail
Happy Face w/Tail
Glitt Sil to Blue w/Green Pistil
Saturn Giant Blue Peony
Glitt Sil to Blue w/Red Pistil
Glitt Sil to Red w/Blue Pistil
Red Crossette Palm Tree w/tail
Silver Crossette Palm Tree w/Tail
Gold Crossette Palm Tree w/Tail
Giant Brocade Crossette Palm Tree
Five Concentri Ring
Gold Strobes w/tail
1/2 Red 1/2 Blue Chrys w/ Broc Cross Pistil
Saturn Giant Red Peony w/Brocade Ring
Sil to Blue Chrys w/Red Pistil
Blue to Green Peony w/Coco Pistil
Three Ring w/Pistil
Schreecher Cannister
RWB Peony w/Coco Pistil
Green Strobes w/Tail

Nishiki Kamuro to Purple w/Tail
Purple Peony w/ Crossette Brocade Pistil
New Color Rainbow w/Gold Strobe Pistil
China StormGlittering Coconut Tree
Glitt Sil to Purple Peony w/Green Pistil
Crackling Green Palm w/Blue Flowers
Brocade Crossetting Palm Tree w/Broc Tail
Gold Tails to Green Palm w/Sil Tail
Crackling Glitter Palm w/Crack Tail
Ti Whistle Ring w/Red & Blue Cannister Shell
Glitt Sil to Blue Chrys w/Broc Red Pistil
Brocade Waterfall w/Silver Leaves
Gold Coconut to Green Flowers
Giant Gold Octopus w/Red Eyes & Bro Ring
Giant Green Peony w/Brocade Ring
Gold Chrys w/Rainbow Ring
Gold Crossette Palm w/Trunk
Glittering Silver
Red Peony w/Blue Pistil
Red to Blue Peony w/Coco Pistil
Brocade to Red to Blue Chrys
Gold Peony w/Blue Pistil
Red Strobes w/Tail
Giant Z Willow Palm w/Z Willow Tail

5 INCH SHELLS

Tinley Park 50

Finale Closer

72 2.5" Brocade Crowns
36 3" Brilliant Brocade Crowns
12 4" Brilliant Brocade Crowns
4 5" Brilliant Brocade Crowns
24 3" 3" Titanium Salutes

Mad Bomber
Fireworks Productions

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2032-R-006, “**A RESOLUTION APPROVING A CONTRACT FOR THE JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.



VILLAGE CLERK