

RESOLUTION

R 17- 26

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, 2026 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 7th day of May, 2026.

Ayes: Trustee LaVaque, Hammersmith, Dudek, Egan, Militello, Bachner

Nayes: None

Absent: None

Approved this 7th, day of May, 2026.



Anthony Puccio, Village President

ATTEST:



Ranya Elkhatib, Village Clerk

Miand, Inc.
MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E HUPP RD R-3-1 LAPORTE, IN 46350

PHONE (219) 393-5051

Toll Free (877) MAD-BOMB

FAX (219) 393-3177

**VILLAGE OF
LOMBARD
PROPOSAL
JULY 4, 2025**

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	\$56,000.00
PROFESSIONAL PRESENTATION	INCLUDED
\$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$56,000.00

Mad Bomber Fireworks will also supply the following:

1. We will secure all permits. Buyer will cover cost of permit.
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

Miand, Inc.
MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT

This contract entered into this 2nd day of March, 2026 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

Herein after referred to as Buyer, of Village of Lombard 255 E Wilson St
Lombard State 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 \$56,000.00 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 ½% 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 4th Day of July, 2026, 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. For anything other than inclement weather 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 560' 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: Display price does not include local fire protection permit fees. Buyer requires a workman's comp waiver of subrogation.


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

Date 5/7/26

Print Name Anthony Puccio

Address 255 E. Wilson Ave.

Lombard, IL 60148

Lombard, IL
July 4, 2026
Amendment

**HAPPY 250th ANNIVERSARY
USA!**

Should you wish to celebrate the 250th Birthday of the USA with an addition to your display please initial which add-on you prefer.

_____ 250th USA Grand Opening \$5,000.00

_____ 250th USA Encore Finale \$10,000.00

Both 250th Grand Opening and 250th Encore Finale \$15,000.00

Buyer agrees to purchase and Seller agrees to provide the add-on to the display that Buyer initials.


All other terms, agreements and items remain intact and in effect as written in original agreement.

Mad Bomber Fireworks

Randall McCasland

Date _____

Village of Lombard, IL



(It's duly authorized agent, who represents
he/she has full Authority to bind buyer)

Date 5/7/26

Mad Bomber
Fireworks Productions