



CITY COUNCIL AGENDA

Monday, June 7, 2021

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

SALE OF PROPERTY

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-95-21:** Approving the 2021-2022 Annual Membership Renewal to the Northwest Municipal Conference (NWMC) in the Amount of \$25,528.00. Budgeted Funds – Elected Office/Legislative/ Membership Dues.
2. **RESOLUTION R-96-21:** Waiving Bidding Requirements and Approving the Barracuda 995 Server Maintenance Agreement with SpeedLink, New Port Richey, Florida in the Amount of \$59,820. Budgeted Funds – IT/R&M Equipment.
3. **RESOLUTION R-97-21:** Approving the Purchase of 52 Helix Brand Level II Ballistic Vests from Uniform Den East, Loves Park, Illinois in the Not-to-Exceed Amount of \$25,740 to be Purchased with Federal Asset Forfeiture Funds at No Cost to the City.
4. **RESOLUTION R-98-21:** Awarding the Bid for Replacement of the Levee 50 Flood Gate Electric Operator to Low Bidder, Independent Mechanical Industries, Inc., Elk Grove, Illinois in the Amount of \$83,700. Budgeted Funds – Water/Sewer.
5. **RESOLUTION R-99-21:** Awarding Bid for the 2021 Des Plaines Parking Structures Maintenance Repairs Contract to Low Bidder, J. Gill and Company, Tinley Park, Illinois in the Amount of \$95,215. Budgeted Funds – City-Owned Parking.
6. **RESOLUTION R-100-21:** Awarding Bid for the 2021 Contractual Asphalt Milling and Resurfacing Repairs Contract to Low Bidder, Chicagoland Paving, Lake Zurich, Illinois in the Amount of \$137,654.43. Budgeted Funds – Street Maintenance.
7. **RESOLUTION R-101-21:** Approving a Three-Year Renewal of Professional Services Consultant Contract with Kane, McKenna, and Associates, Inc. in the Not-to-Exceed Annual Amount of \$30,000. Budgeted Funds – Economic Development/Professional Services/TIF Consulting.
8. **RESOLUTION R-103-21:** Approving and Authorizing the Request for Coronavirus State and Local Fiscal Recovery Funds Pursuant to the American Rescue Plan Act of 2021
9. **RESOLUTION R-104-21:** Approving a Professional Services Master Contract and Task Order No. 1 for Professional Engineering Services in the Amount of \$140,000 with SPACECO, Inc., Rosemont, Illinois. Budgeted Funds – Capital Projects.
10. **ORDINANCE M-8-21:** Amending Title 4, “Business Regulations”, Chapter 4, “Liquor Control”, Section 4, “Classification of Licenses” of the Des Plaines City Code Regarding Liquor License Classes N and O for Riverboat Owner’s Licenses
11. Minutes/Regular Meeting – May 17, 2021
12. Minutes/Closed Session – May 17, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$6,132,079.81 – **RESOLUTION R-102-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of an Amendment to an Existing Conditional Use Permit for a Commercial Mobile Radio Service Facility to Expand and Upgrade Equipment for the Property at 1011 East Touhy – **ORDINANCE Z-35-21**
 - b. Consideration of a Conditional Use Permit for a Trade Contractor Use at 1628 Rand Road – **ORDINANCE Z-36-21**
 - c. Consideration of a Conditional Use Permit for a Commercially-Zoned Assembly Use at 1470-1476 Miner Street – **ORDINANCE Z-37-21**
 - d. Consideration of a Final Plat of Subdivision and Amendment to an Existing Planned Unit Development (PUD) for the Metropolitan Square PUD at 510 & 518 Metropolitan Way, 1440-1472 Market Street, and 1506-1524 Market Street – **ORDINANCE Z-38-21**
3. **PUBLIC SAFETY** – Alderman Sean Oskerka, Chair
 - a. Consideration of the Purchase of an Alexis Mini-Rescue Apparatus Through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment, Alexis, Illinois in the Amount of \$223,430. Budgeted Funds – Equipment Replacement Fund – **RESOLUTION R-63-21** (*Tabled from May 17, 2021 City Council Meeting*)
4.
 - a. Consideration of an Intergovernmental Agreement with Oakton Community College for Use of Their Grounds for the Display of Fireworks on July 2, 2021 – **RESOLUTION R-106-21**
 - b. Consideration of an Agreement with Mad Bomber Fireworks Production for the Provision of a Fireworks Display on July 2, 2021 – **RESOLUTION R-105-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 391-5486 to allow the City to make reasonable accommodations for these persons.



MEDIA SERVICES

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5312
desplaines.org

MEMORANDUM

Date: June 4, 2021
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Jennie Vana, Media Services Director JV
Subject: Agreement with Oakton Community College for 4th of July Fireworks

Issue: Attached for consideration and approval is an agreement between the City of Des Plaines and Oakton Community College allowing the City to use the Oakton Community College campus for a fireworks display to celebrate the Independence Day holiday.

Analysis: The agreement sets forth each party's duties and responsibilities for the use of Oakton Community College property for the fireworks display to take place on Friday, July 2, 2021.

Recommendation: Staff requests that the City Council approve the attached resolution authorizing the City Manager to execute and the City Clerk to attest the agreement with Oakton Community College for the use of its property for the July 2nd fireworks display.

Attachments:

Resolution R-106-21
Exhibit A - Agreement

CITY OF DES PLAINES

RESOLUTION R - 106 - 21

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH OAKTON
COMMUNITY COLLEGE FOR USE OF THE OAKTON
COMMUNITY COLLEGE CAMPUS FOR A JULY 2, 2021
FIREWORKS DISPLAY.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to host a fireworks display on July 2, 2021 for the public at the Oakton Community College Campus ("*Event*") and Oakton Community College ("*Oakton*") desires to grant the City permission to hold the Event; and

WHEREAS, the City and Oakton propose to enter into an intergovernmental agreement to set forth their respective rights and obligations regarding the Event ("*Agreement*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to enter into the Agreement with the Oakton;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement with Oakton in substantially the form attached to this Resolution as *Exhibit A*, and in a final form and substance to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager to execute and seal, on behalf of the City, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

DEPUTY CITY CLERK

Peter M. Friedman, General Counsel

**Contract for Use of Facilities between the
City of Des Plaines
and
Oakton Community College**

Agreement:

The City of Des Plaines (the “City”) has permission to use the Des Plaines campus of Oakton Community College (“Oakton” or “the College”) (individually, the City and Oakton are a “Party” and, collectively, the City and Oakton are referred to as the “Parties”) for a fireworks display (the “Event”), at no cost to either the City or Oakton, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Friday, July 2, 2021, from 5 p.m. until approximately 11 p.m. The fireworks will be set over the lake and viewed by the attendees from various points across the College campus. Fireworks will begin approximately at dusk on July 2th and will last no later than 11:00 p.m.

Limitations:

1. There is to be no access to or use of the acreage north of parking lot A (Oakton’s soccer fields).
2. There will be absolutely no access to Oakton’s indoor facilities for any reason. The City will notify Event participants, vendors and related personnel of this provision.

The map attached to this Agreement indicates the areas in which activities will take place.

Set-up:

Set-up of the Event will begin on July 2 in the morning.

The City will provide snow fencing around the perimeter of the fireworks and the City will provide personnel during the fireworks to ensure that this area is not used.

A meeting is to be arranged in mid-June with the City staff and members of the College Facilities staff and the Office of Public Safety before any set up activity begins. This will permit both parties to clarify expectations and to discuss detail regarding needs. Oakton’s Facilities staff must be consulted regarding the location of equipment in order to prevent damage to underground power sources and sprinklers. The Event organizers will contact the College to establish a date and time for this meeting.

Rain Date and Conditions:

In the event of rain and cancellation of fireworks, a rain date fireworks display scheduled within six months of July 2, 2021 has been authorized.

In the event that the City must postpone the Event, it is imperative that contact be made with the College immediately on July 2th. It is critical that this contact be made as quickly as possible so that personnel for the College can be coordinated for the rain date and so that the College is prepared to respond to questions of the public and media in regard to the rain date.

Under this circumstance, the City will be permitted to leave the set up in place through July 3rd. However, the College will not be held responsible for the safety of this property. Additional efforts to secure this property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the Oakton Community College Department of Public Safety.

Oakton Will:

Personnel.

Oakton will provide:

- personnel to secure the interior of the building who are employees of the Oakton Police Department
- an electrician, available the day/night of the event at a time specified by the City.

Any additional Oakton personnel requested by the City (or as a result of an addition or change to this agreement) will be provided at the City's expense.

Available Services.

Oakton will provide limited power to the Campus' peninsula area to support the Event.

- Water will be available only from one outdoor faucet, and a hose will be provided.
- Oakton will activate the telephones located near the Lot D entrance doors outside the building so that Event patrons may make local calls at no charge.

The City will provide fencing around the fireworks area the City will provide personnel during the fireworks to ensure that this area is not used.

The City Will:

Traffic Control.

The City will be responsible for all aspects of traffic related to the Event, including orderly ingress and egress and parking. No one attending the Event will be allowed to park on the grass or any other unpaved areas, or on College or Circle Drives.

Toilet Facilities.

As there is no access to College buildings, the City will provide portable toilets and hand washing stations for Event patrons.

Post-Event Clean-Up.

The City will restore the Event site to a state comparable to its condition prior to the Event. The City will be responsible for removal of trash and debris after the Event; in addition, the City will survey the condition of the Event site early on the following day in the daylight. Any equipment that cannot be removed immediately after the Event, including but not limited to tents, tables and portable toilets, will be removed the day following the Event. Oakton's Campus must be in suitable condition for its students, employees and visitors when Oakton re-opens for classes and regular business at 7 a.m. on Tuesday, July 6, 2021.

Alcohol & Tobacco.

The City will not allow anyone to sell, serve or consume alcoholic or alcohol-like beverages at the Event. Publicity will advise Event patrons that consumption of alcoholic beverages anywhere on Oakton's Campus is prohibited.

Retention Pond Safety and Maintenance.

The City will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond on Oakton's Campus and refrain from throwing rocks and debris in the retention pond. Of primary concern is the safety of Event patrons who may fall into or attempt to swim in the pond.

Hold Harmless and Insurance.

The City agrees to defend, indemnify and hold harmless Oakton, its Trustees, officers, employees and agents, from and against any claims, suits, liabilities, costs and damages, including, without limitation, attorneys' fees, arising out of or related to the use of Oakton's Campus for the Event.

The City and the pyrotechnician retained for the Event will each provide a Certificate of Insurance to Oakton, verifying that Oakton (properly known as "The Board of Trustees of Community College District No. 535, County of Cook, State of Illinois, a body politic and corporate") is an additional insured under a general liability policy of at least \$1 million with an insurance company acceptable to Oakton, insuring all parties against claims for bodily injury or death to any person who is on Oakton's Campus as a result of the Event.

College Contact and Coordinator:

The City's primary contact at the College will be Joe Scifo, Director of Facilities (847-635-1784) and the alternative contact will be Jeff Hoffmann, Chief of Police and Emergency Management (847-635-1881).

Signature:

On behalf of the City and the College the signatures below signify agreement to adhere to the conditions as set forth above and attached hereto.

OAKTON COMMUNITY COLLEGE

ACCEPTED:

Name:
Title:

By: _____
Michael Bartholomew
For the City of Des Plaines

Attachment: Map of Oakton Community College Des Plaines Campus



MEMORANDUM

Date: June 4, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jennie Vana, Media Services Director JV

Subject: Approve Contract for Fireworks Display

Issue: For the City Council to approve an agreement with Mad Bomber Fireworks Productions for a fireworks display on July 2, 2021 in Des Plaines.

Analysis: At the request of the Mayor and several Aldermen, staff researched the feasibility of planning a fireworks display to celebrate Independence Day. One vendor, Mad Bomber, confirmed availability on Friday, July 2, 2021. Oakton Community College is allowing the City to use its campus subject to the terms outlined in the Intergovernmental Agreement (on the City Council's June 7 agenda for consideration and approval). Mad Bomber will provide a 20-minute fireworks display for a total cost of \$20,000.

The City Manager's Office, Police Department, Fire Department, Public Works and Media Services are coordinating the details and logistics for a safe and successful event. There will be other associated expenses with this event estimated at \$15,000 for toilet facilities, fencing, signage, etc.

Mad Bomber is a registered vendor with the City having previously contracted with the City for fireworks services in 2010. This vendor works with several other municipalities across the Chicago area and Northwest suburbs, including Bensenville, Northbrook and Libertyville.

Recommendation: I recommend City Council approval of the attached agreement with Mad Bomber Fireworks Productions, located in Kingsbury, Indiana at a cost of \$20,000. Source funding for the event will be from the General Fund Overhead City Sponsored Events account (100-90-000-0000.6502)

Attachments:

Resolution R-105-21
Exhibit A - Agreement

CITY OF DES PLAINES

RESOLUTION R - 105 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
MAD BOMBER FIREWORKS PRODUCTION FOR A
FIREWORKS DISPLAY.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City desires to host a fireworks display on July 2, 2021 ("***Fireworks Display***"); and

WHEREAS, Mad Bomber Fireworks Productions ("***Vendor***") submitted a proposal to provide the Fireworks Display in an amount not to exceed \$20,000; and

WHEREAS, the City staff recommends that the City enter into an agreement with Vendor for the provision of the Fireworks Display at the price proposed ("***Agreement***"); and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to enter into the Agreement with the Vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement with Vendor in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the final Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the final Agreement from Vendor within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

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

DES PLAINES, IL

PROPOSAL

JULY 2, 2021

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	\$20,000.00
PROFESSIONAL PRESENTATION	INCLUDED
\$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$20,000.00

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

Des Plaines IL

Opening

- 36** 2.5" Assorted Color Chrysanthemums and Peonies
- 12** 3" Variegated Chrysanthemums
- 6** 4" Assorted Peonies

Mad Bomber
Fireworks Productions

Des Plaines IL

SPECIALTY BARRAGES

- 300 White Glittering Sky Blue**
- 200 Color Xsette and Crackling Coconut Trees**
- 180 Dragon Chrysanthemum to Color**
- 200 Green Comet Xsette**
- 300 Red White and Blue Angled Crossettes**
- 300 Color Strobing Willows**
- 200 Shot Silver Palm Clusters**
- 200 R/W/B American Salutes**
- 100 Red Wave to Glittering Silver Blue Core**

Mad Bomber
Fireworks Productions

Des Plaines IL

Specialty Stacks
Gold Strobes

- 6** 3"
- 3** 4"

Flower Crowns

- 6** 3"
- 3** 4"

Crackling Nishiki Kamuro

- 9** 3"
- 3** 4"

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

Mad Bomber
Fireworks Productions

Des Plaines IL

18 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

12 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

Des Plaines IL

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

18 4 INCH SHELLS

Three Shot Volleys

Poinsettas
Half Red Half Silver
Cyan w/Magenta Pistol
Green to Orange
Color Flying Stars

Red Strobes
White Strobes
Crackling Willows
Flower Crowns
Gold Strobes

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

Mad Bomber
Fireworks Productions

Des Plaines IL

3 INCH SHELLS

36 Pheonix

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red Stars w/1000Green w/Tail
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow

Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Color Flower Rain w/Silver Tail

24 Yung Feng

White Twinkling Chrysanthemum
Variegated Cycas Bloom
Green Chrysanthemum w/Crackling
Golden Silk Chrysanthemum
Red Cherry Blossom w/Tail
Nishiki Kamuro

Crackling Nishiki Kamuro
Golden Wave to Purple Chrysanthemum
Glittering Silver to Red Chrysanthemum
Reddish Gamboge to Silver Chrysanthemum
Nishiki Kamuro Niagra Falls
Silver Willow

Mad Bomber
Fireworks Productions

Des Plaines IL

3 INCH SHELLS * main body

72 Wizard Brand

Silver Strobe
USA Style Titanium Whistle Cannister
Red to Crackling Chrysanthemum
Blue Cypas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Blue to Red Flash
Brocade Crown w/Blue Pistil
Red Cypas Blossom
Purple Peony w/Gold Coco Pistil
Firefly Waterfall w/Firefly Tail
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vaireigated

Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
Red White & Blue Peony
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

12 Titanium Salute

Mad Bomber
Fireworks Productions

Des Plaines IL

4 INCH SHELLS * main body

36 Guandu

Red Peony w/Red Tail
Red Chrysanthemum w/tail
Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red to Crackling
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow

Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Red Peony wCrackling Pistil

Yuan Yang

18 Green Peony w/Palm Core & Tail
Red Peony w/Glitt Coco Core & Tail
Purple Peony w/Green Pistil & Pur Tail
Vareigated Chrysanthemum w/Blue Tail
Spangle Chrysanthemum w/Red Tail
Crack Flower Chrys w/Crack Tail
1/2 Yellow 1/2 Blue w/Blue Tail
Color Wave w/Silver Tail
Gold Wave Green Strobe Chrys

Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Brocade Crown to Crackling w/Crack Tail
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Green Ring w/Green Tail
Crackling Willow w/Gold Tail
Crackling Palm Tree w/Crackling Tail

Mad Bomber
Fireworks Productions

Des Plaines IL

4 INCH SHELLS * main body

36 Wizard Brand

Blue to Flash w/Coco Pistil
Blue Cherry Blossom w/ Silver Tail
Brocade Crown w/Silver Tail
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Red Cherry Blossom
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Crackling Nishiki Kamuro
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated

Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
3 Concentric Ring
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

Mad Bomber
Fireworks Productions

Des Plaines IL

4 INCH SHELLS * main body

18 Jinsheng

Chrys w/Three Section Time Rain w/Coco Pistil
Red Strobe w/Blue Sky w/Rising Tail
Silver Coconut w/ Glittering
Sun Ring w/ Rising Tail
Double Half Red to Red
Yellow Cycas w/Rising Tail
Red to Green Crossette Ring
Silver Wave w/Special Green Strobe
Thousand Red w/Time Rain

Blue Peony to Brocde w/Palm Core
Flower Wave to Purple w/Rising Tail
Glittering Silver to Blue to Green
Green Cherry Blossom
Red Peony w/Rising Tail
Yellow Peony w/Green Pistil
Green to Flickering
Ring w/ Multi Color Flower
Kaleidoscope w/Waterfall

18 Dominator

Color Diadem w/Gold Tail
Gold Silk Chrysanthemum
Golden Willow w/Flare Moons
Color Palm Tree w/Crown Flowers
Nishiki Kamuro w/Color Tips
Crackling Nishiki Kamuros

Eight Hearts w/Rising Purple Flowers
Revolving Dragons w/Blooms
Thousand Color Titanium Salutes
Silver Crossette in Red & Blue Peony
Nishiki Kamuro w/Niagra Falls

Mad Bomber
Fireworks Productions

Des Plaines IL Finale

150 2" Assorted Color and Salutes

216 2.5" Assorted Willows

180 3" Finale Shells

Dominator Color Finale

Dominator Specialty Finale

Kanto Mag Color Finale

Kanto Comet and Color Finale

Kanto Premium Color Finale

Vulcan Red White and Blue Finale

Vulcan Twilight Glitter Finale

Wizard Color Finale

Wizard Specialty Finale

Wizard Brocade Crown Finale

Wizard Glittering Silver Finale

Wizard Gold Cycs Finale

Guandu Titanium Salutes

18 4" Finale Shells

Vulcan Color Finale

Vulcan Twilight Glitter Finale

Wizard White Strobe Waterfall Finale

Wizard Assorted Ring Finale

Wizard Color Finale

Kanto Color Finale

Kanto Gold Brocade Finale

Mad Bomber
Fireworks Productions

MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT

This contract entered into this 28th day of May, 2021 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and
City of Des Plaines

Herein after referred to as Buyer, of Des Plaines State Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon and as described in the Proposal attached to this Agreement as Attachment A.. Buyer will pay Seller a sum of \$20,000.00 for said 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 2nd Day of July, 2021, 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. The Fee for cancellation by Buyer for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 280' 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 that are employees of Seller and covered under Seller's liability and worker's compensation insurance policies 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: Exhibit A

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 _____
Randy McCasland, Director of Operations

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

Date _____

Date _____

Print Name _____

Address _____

Phone _____