

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
6/7/2022

SUBJECT:	SUBMITTED BY:
Motion approving funding for 2022 fireworks show	David Fieldman Village Manager

SYNOPSIS

A motion approving \$19,500 for the Village of Downers Grove's share of the joint 2022 Independence Day fireworks show with the Village of Woodridge.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY22 general fund has sufficient funds to cover expenses related to the fireworks show.

RECOMMENDATION

Staff recommends approval on the June 7, 2022 Consent Agenda.

BACKGROUND

The Village hosts a joint-fireworks show with the Village of Woodridge annually for Independence Day. Costs have increased this year due to cost of supplies and fewer municipalities participating in the show and splitting costs than in previous years. Woodridge holds a contract with the fireworks display operator. Costs are apportioned between the Villages based on population.

ATTACHMENTS

Contract

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Village Attorney DATE: June 7, 2022
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize payment for the 2022 Independence Day fireworks show to Mad Bomber Fireworks in the amount of \$19,500.



SUMMARY OF ITEM:

Adoption of this motion will authorize payment for the 2022 Independence Day fireworks show to Mad Bomber Fireworks in the amount of \$19,500.

RECORD OF ACTION TAKEN:

2022 FIREWORKS CONTRACT

1. This Agreement, made and entered into this _____ day of May 2022, between the Village of Woodridge (on behalf of itself and the Village of Downers Grove related to the 2022 Fourth of July Fireworks Display and on behalf of itself and the Woodridge Park District related to the June 18, 2022 Jubilee Fireworks Display, collectively known as "the Sponsors") and Mad Bomber Fireworks Production.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Documents attached hereto, Mad Bomber Fireworks Production agrees with the Sponsors at his/her own proper cost and expense to furnish the equipment, material, labor, supplies, and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Sponsors, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

Mad Bomber Fireworks Production

VILLAGE OF WOODRIDGE

By:

By:

Margaret Adick

CONTRACT ATTACHMENT – INSURANCE PROVISIONS & INDEMNITY

Minimum Limits of Insurance

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Sponsors. At the option of the Sponsors, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Sponsors, their officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The Sponsors, their officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Sponsors, their officials,

agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Sponsors, their officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Sponsors, their officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Sponsors, their officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Sponsors, their officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Sponsors. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Sponsors, their officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality (negotiable -- may not be needed on smaller contracts with limited exposure).

All Coverages

Each insurance policy required shall have the Sponsors expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Verification of Coverage

Contractor shall furnish the Village of Woodridge with certificates of insurance naming the Sponsors, their officials, employees, agents and volunteers as additional insureds.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Sponsors, their officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Sponsors, their officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Sponsors, their employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Sponsors, their officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Sponsors, their officials, employees and agents as herein provided.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 25th day of MAY, 2022 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and VILLAGE OF WOODRIDGE 5 PLAZA DRIVE WOODRIDGE, IL 60517 Herein after referred to as Buyer, of: VILLAGE OF WOODRIDGE State 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 \$7,500 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 18th day of JUNE, 2022, 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 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 350' 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: _____ 2022.

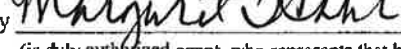
Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

Date 05/25/2022

BUYER

By 
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer) 25

Date 5/20/2022

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 25th day of MAY, 2022 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and VILLAGE OF WOODRIDGE 5 PLAZA DRIVE WOODRIDGE, IL 60517 Herein after referred to as Buyer, of: VILLAGE OF WOODRIDGE State 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 \$39,000 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 4th day of JULY, 2022, 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 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 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.
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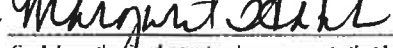
Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

Date 05/25/2022

BUYER

By 
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer) 25

Date 5/26/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com															
INSURED Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350 #22-0041		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D : Liberty Mutual Insurance Co</td> <td>25035</td> </tr> <tr> <td>INSURER E : Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Liberty Mutual Insurance Co		INSURER D : Liberty Mutual Insurance Co	25035	INSURER E : Axis Surplus Ins Company	26620	INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 148293586 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		S18GL01460-221	2/4/2022	2/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00186-221	2/4/2022	2/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000243093-02	2/4/2022	2/4/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WCS39S-714654-011 WCS-34S-624913-030 WCS-34S-311836-051	2/4/2022 2/4/2022 2/4/2022	2/4/2023 2/4/2023 2/4/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2			S18EX01319-221	2/4/2022	2/4/2023	Each Occ/Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Additional Insureds"
 BLANKET WAIVER OF SUBROGATION
 See Attached ADDENDUM Page for July 4th, 2022

CERTIFICATE HOLDER VILLAGE OF WOODRIDGE FIVE PLAZA DRIVE WOODRIDGE, IL 60517 Attn: PEGGY HALIK	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD CERTIFICATE OF LIABILITY INSURANCE**ADDENDUM**

CERT. #22-0041

THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED:

- 1) VILLAGE OF WOODRIDGE
- 2) WOODRIDGE PARK DISTRICT
- 3) ZIEGFELD TROY GOLF RANGE
- 4) VILLAGE OF DOWNERS GROVE
- 5) SCHOOL DISTRICT #99
- 6) LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
- 7) WOODRIDGE-DARIEN FIRE PROTECTION DISTRICT
- 8) CITY OF DARIEN

SPECIFICATIONS - FIREWORKS DISPLAYS

**SUMMARY OF WOODRIDGE 4TH OF JULY SHOW -- JULY 4, 2022
BUDGET AMOUNT \$39,000 (25-30 MINUTE CONSTANT DISPLAY)**

Indicate the total number of shells in each size category indicated below:

3 Inch	<u>1,484</u>
4 Inch	<u>1,368</u>
5 Inch	<u>442</u>
6 Inch	<u>214</u>
Total Shells	<u>3,508</u>

Indicate how the total number of shells (listed above) will be displayed in each of the categories indicated below:

Opening Barrage	<u>420</u>
Main Show	<u>1,722</u>
Grand Finale	<u>1,366</u>
GRAND TOTAL	<u>3,508</u>

SPECIFICATIONS - FIREWORKS DISPLAYS

**SUMMARY OF WOODRIDGE JUBILEE SHOW – JUNE 18, 2022
BUDGET AMOUNT \$7,500**

Indicate the total number of shells in each size category indicated below:

3 Inch	<u>600</u>
4 Inch	<u>190</u>
5 Inch	<u>72</u>
Total Shells	<u>862</u>

Indicate how the total number of shells (listed above) will be displayed in each of the categories indicated below:

Opening Barrage	<u>124</u>
Main Show	<u>282</u>
Grand Finale	<u>456</u>
GRAND TOTAL	<u>862</u>

MAD BOMBER


FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46360

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

CELL# 630 212-1021

Harley DeJong
Planet Productions
P.O. Box 418 3999 Hupp Road Bldg. R-3-1
Kingsbury, IN 46345-0418



Illinois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT
Harley DeJong
Pyrotechnic Operator License


Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by
Planet Productions

Lawrence T. Matkalis
Lawrence T. Matkalis
STATE FIRE MARSHAL

License #
IL06-O-08029-00139

CELL# 630 835-2632

David Scofield
Planet Productions
P.O. Box 418 3999 Hupp Road Bldg. R-3-1
Kingsbury, IN 46345-0418



Illinois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT
David Scofield
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by
Planet Productions

Lawrence T. Matkalis
Lawrence T. Matkalis
STATE FIRE MARSHAL

License #
IL06-O-08029-00581

PERMIT TO PROCESS AND DISPLAY FIREWORKS

P.S. PLEASE CALL ME IF YOU HAVE ANY QUESTIONS AT ALL...



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350

IL06-OP-00029

License #

Matt Perez

STATE FIRE MARSHAL

05/15/2024

ISSUE DATE

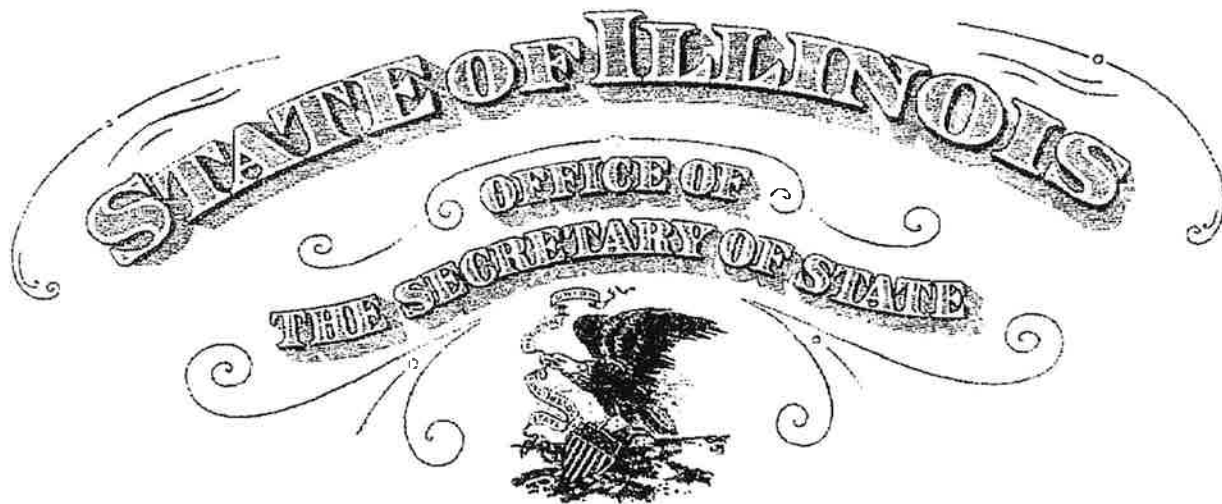
OP

EXPIRATION DATE

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

File Number

7153-650-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018. APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of FEBRUARY A.D. 2021 .

Jesse White

SECRETARY OF STATE

Authentication #: 2105603678 verifiable until 02/25/2022

Authenticate at: <http://www.cyberdriveillinois.com>

Mad Bomber Fwx

847-464-1388

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
344 Neady Road
Martinsburg, WV 25405-9491

Chief, Federal Explosives Licensing Center (FELC)

4-IN-091-51-3L-00872

November 1, 2023

Name

PLANET PROD/MAD BOMB FWKS/NIGHT MAG DISPISKY MAJ

Premises Address (Changes? Notify the FELC at Year 1 in July before the issue)

3809 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1
LA PORTE, IN 46350.

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification (Required)

The licensee or permittee named above shall use a copy of this license or permit to assist in the purchase of explosives to verify the identity and the licensed status of the licensee or permittee. A fixed, stamped or embossed copy of this license or permit shall be provided to be an original signature acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. This license is a true copy of a license or permit issued to the licensee or permittee named above under business or operations specified above under "Type of License or Permit".

Licensee/Permittee Responsible Person Signature

PLANET PROD/MAD BOMB FWKS/NIGHT MAG
DISPISKY MAJ
3809 E HUPP RD
LA PORTE, IN 46350

Mailing Address (Changes? Notify the FELC of any changes.)

Position/Title

Printed Name

Date

Review/Editing in Charge

ATF Form No. 1045 (03-15 Year)
Revised September 2011

**TABLE 3-1.3 MINIMUM RADIUS OF DISPLAY SITE
FOR OUTDOOR DISPLAY OF FIREWORKS.**

SHELL SIZE

3 INCH (76mm)	210 ft. (43 m)
4 INCH (102 mm)	280 ft. (85 m)
5 INCH (127 mm)	360 ft. (107 m)
6 INCH (152 mm)	420 ft. (128 m)
7 INCH (178 mm)	490 ft. (149 m)
8 INCH (203 mm)	560 ft. (170 m)
10 INCH (254 mm)	700 ft. (214 m)
12 INCH (305 mm)	840 ft. (256 m)
OVER 12 INCH	

APPROVAL OF AUTHORITY
HAVING JURISDICTION.

3-1.3.1 DISTANCE FROM HEALTH CARE AND PENAL FACILITIES SHALL BE AT LEAST TWICE THE DISTANCE SPECIFIED IN 3-1.3.

NOTE: SEE NFPA 101, LIFE SAFETY CODE, FOR DEFINITIONS OF HEALTH CARE AND PENAL FACILITIES.

EXCEPTION: WITH THE APPROVAL OF THE HEALTH CARE OR PENAL FACILITY, THIS REQUIREMENT SHALL BE WAIVED.

3-1.3.2 DISTANCES FROM BULK STORAGE AREAS OF MATERIALS THAT HAVE A FLAMMABILITY, EXPLOSIVE OR TOXIC HAZARD SHALL BE TWICE THAT REQUIRED BY TABLE 3-1.3.

NOTE: TO DETERMINE WHETHER MATERIALS ARE CONSIDERED TO POSSESS THESE HAZARDS, SEE NFPA 325M, FIRE HAZARD PROPERTIES OF FLAMMABLE LIQUIDS, GASES, AND VOLATILE SOLIDS, AND NFPA 49, HAZARDOUS CHEMICALS DATA.

3-2 DISCHARGE SITE

3-2.1 THE AREA SELECTED FOR THE DISCHARGE OF AERIAL SHELLS SHALL BE LOCATED SO THAT THE TRAJECTORY OF THE SHELLS SHALL NOT COME WITHIN 25 ft. (7.7 m) OF ANY OVERHEAD OBJECT.

3-2.2 GROUND DISPLAY PIECES SHALL BE LOCATED AT A MINIMUM DISTANCE OF 75 ft. (23 m) FROM SPECTATOR VIEWING AREAS AND PARKING AREAS.

EXCEPTION: FOR GROUND PIECES WITH GREATER HAZARD POTENTIAL (SUCH AS LARGE WHELLS WITH POWERFUL DRIVERS, ROMAN CANDLE BATTERIES, AND ITEMS EMPLOYING LARGE SALTPETRE) THE MINIMUM SEPARATION DISTANCES SHALL BE INCREASES TO 125 ft. (38.5 m)

3-2.3 WHEN THE MORTARS ARE POSITIONED VERTICALLY, THE MORTARS SHALL BE PLACED AT THE APPROXIMATE CENTER OF THE DISPLAY SITE.

33537/MFPA 1123 F89-TSD/05-25-2017