

VILLAGE OF BRADLEY

RESOLUTION NO. R-05-24-04

A RESOLUTION APPROVING A PROPOSAL FROM MAD BOMBER FIREWORKS
PRODUCTION FOR A FIREWORKS & DRONE DISPLAY

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13th DAY OF May, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 13th day of May, 2024

RESOLUTION NO. R-05-24-04

A RESOLUTION APPROVING A PROPOSAL FROM MAD BOMBER FIREWORKS PRODUCTION FOR A FIREWORKS & DRONE DISPLAY

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village are authorized to enter into contracts that support and advance the legitimate public purposes of the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to hold a fireworks & drone display on June 7th & 8th during the Village's 315 Fest (the "Event"); and

WHEREAS, Mad Bomber Fireworks Production, an Indiana corporation (collectively the "Company"), that is in the business of firework and drone displays; and

WHEREAS, the Company has provided the Village with a written proposal, copy of which are attached hereto as Group Exhibit A and fully incorporated herein, in which the Company offers to provide a firework & drone show events in exchange for total consideration of thirty thousand and 00/100 dollars (\$30,000.00) (the "Proposal"); and

WHEREAS, the Corporate Authorities of the Village have reviewed the Proposal and have determined that the terms, conditions, and provisions thereof are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that approving the Proposal in an amount not to exceed thirty thousand and 00/100 dollars (\$30,000.00) is in the best interests of the Village and its citizens; and

WHEREAS, the Corporate Authorities of the Village have further determined, by the affirmative vote of two-thirds (2/3) of all Village Trustees presently holding office, that it is necessary, expedient, and in the best interests of the Village and its citizens to waive any and all competitive bidding requirements that might otherwise be applicable to the Proposals.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the Proposals (Group Exhibit A) are fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the Village hereby approve the Proposals in an amount not to exceed thirty thousand and 00/100 dollars (\$30,000.00) and direct the Village Administrator to undertake any and all actions, including without limitation the execution and delivery of documents, necessary to engage the Company to complete the Event as set forth in the Proposals.

SECTION 3. The Corporate Authorities of the Village hereby, by the affirmative vote of two-thirds (2/3) of all Village Trustees presently holding office, waive any and all competitive bidding requirements that might otherwise be applicable to the Proposals (Group Exhibit A).

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED by the Board of Trustees on a roll call vote on the _____ day of _____, 2024.

TRUSTEES:

| | | | |
|---------------------|---|--------------------------------|--|
| RYAN LEBRAN | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| BRIAN BILLINGSLEY | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| DARREN WESTPHAL | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| BRIAN TIERI | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| GRANT D. VANDENHOUT | Aye - <input type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input checked="" type="checkbox"/> |
| GENE JORDAN | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:



KELLI BRZA, VILLAGE CLERK

APPROVED this 13th day of May, 2024.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-05-24-04, "A RESOLUTION APPROVING A PROPOSAL FROM MAD BOMBER FIREWORKS PRODUCTION FOR A FIREWORKS & DRONE DISPLAY" which was adopted by the Village Corporate Authorities at a meeting held on the 13th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13th day of May, 2024.



KELLI BRZA, VILLAGE CLERK



Exhibit A

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

VILLAGE OF BRADLEY PROPOSAL JUNE 8, 2024

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

| | |
|---|----------------|
| FIREWORKS SHOW | \$15,000.00 |
| PROFESSIONAL PRESENTATION | INCLUDED |
| \$10,000,000 LIABILITY INSURANCE | INCLUDED |
| POST DISPLAY CLEANUP | INCLUDED |
| EARNEST MONEY DEPOSIT | <u>SWAIVED</u> |
| BALANCE DUE AFTER PRESENTATION | \$15,000.00 |

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
Randall McCasland, Director of Operations

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 13th day of March, 2024 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and Village of Bradley

Herein after referred to as Buyer, of Bradley 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 \$15,000.00 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 8th Day of June, 2024, it being understood that should there be inclement weather the day of the display the Seller and Buyer will consult 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. Should the display be cancelled for any reason other than inclement weather there will be a 15% fee of the agreement price to reschedule the display 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 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 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: none

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

Date May 13 2024

Print Name Michael Watson

Address 147 S. Michigan
Bradley IL 60915

Bradley II

Opening

200 Titanium Salutes

24 3" Assorted Color Shells

3 4" Assorted Color Shells

**Mad Bomber
Fireworks Productions**

Bradley II

SPECIALTY BARRAGES

100 Shot Brocade Crown w/Blue Stars

200 Shot Z Blue Tail Silver Crackling

100 Shot Color Strobe Willow

400 Shot Thunderous Salute Barrage

200 Shot Red White and Blue Peonies

300 Shot Crackling Tail to Crackling Chrys

200 Shot Colorful Comet to Colorful Palms

Mad Bomber

Fireworks Productions

Bradley IL

24 3 INCH SHELLS

Three Shot Volleys

Purple Sky Mines
Silver Flying Fish
Green Strobe
White Strobe
Red White & Blue Ring w/Mine

Yellow Chrysanthemum w/Red Pistil
Silver Peony w/Orange Pistil
Three Color Changing
Cyan Peony w/Color Changing Pistil
Red White & Blue Rings

18 4 INCH SHELLS

Three Shot Volleys

Red Green Blue Sparkling Rain
Green White Blue Clustering Strobe
Color Peont w/Sparkling Pistil
Cyan w/Mag Pistil

Color Flying Stars
Silver Strobe
Hummer
Pixie Dust Willow

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

**Mad Bomber
Fireworks Productions**

Bradley IL

24 3" SPECIALTY SHELLS

3" Color Wolfs
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" Silver Turbulence w/Report

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

18 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 Wolfs
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

**Mad Bomber
Fireworks Productions**

Bradley IL

3 INCH SHELLS

36 Yuan Yang

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

18 Vulcan

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
Orange to Blue Chrysanthemum
Gold Wave Green Strobe Chrys

Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Multi Color Chrysanthemum
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Ruby Red Peony
Blue to Crackling Rain
Crackling Palm Tree w/Crackling Tail

12 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**

Bradley II

3 INCH SHELLS * main body

72 Wizard Brand

Silver Strobe
USA Style Titanium Whistle Cannister
Red to Crackling Chrysanthemum
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
Blue to Red Flash
Brocade Crown w/Blue Pistil
Red Cycas 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 Varel gated

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

3 INCH SHELLS

**Mad Bomber
Fireworks Productions**

Bradley IL

4 INCH SHELLS * main body

36 Jinshan

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

36 Dominator

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**

Bradley II

4 INCH SHELLS * main body

54 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**

ILLINOIS



DEPARTMENT OF
NATURAL
RESOURCES

Illinois
Department of
Natural Resources

Office of Mines and Minerals
Oper #: 2166
PLANET PRODUCTIONS
3999 E. HUPP ROAD
BUILDING R-3-1
LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

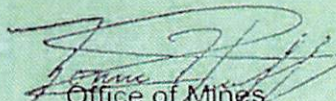
Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2024

Certificate No.: 8856

Expires: Last day of February, 2025


Office of Mines
and Minerals



**U.S. Department of Transportation
Federal Motor Carrier Safety**

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

June 21, 2023

In reply refer to:
USDOT Number: 777176

ANDREW JAMES
PRESIDENT
MIAND INC
PLANET PRODUCTIONS
3999 HUFF ROAD BLDG R-3-1
LA PORTE, IN 46350

Dear ANDREW JAMES:

HAZARDOUS MATERIALS SAFETY PERMIT EM Safety Permit ID: US-777176-IN-HMSP
Effective Date: June 21, 2023

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning June 21, 2023 and remain effective through June 30, 2025 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2022-2025**

Registrant: MIAND INC DBA PLANET PRODUCTIONS
ATTN: KELLEY HATFIELD
3999 HUPP ROAD, BUILDING R-3-1
LA PORTE, IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062122550173EG Effective: July 1, 2022 Expires: June 30, 2025
HM Company ID: 38154

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

ON SITE SAFETY INSTRUCTIONS
Rules must be adhered to on each and every site.

EMERGENCY CONTACT INFORMATION:

MAIN OFFICE- 219-393-5051

CHEMTEL: 800-255-3924 CONTRACT#MIS0005800

All PERSONS on site MUST be at least 18 years or older. NO EXCEPTIONS.

Once a show is delivered to a site.. it shall NEVER be left unattended. Site security should be properly maintained at all times.

EMERGENCY ACTION PLAN: Upon arriving on the display site, the Operator is to devise an EAP- Emergency Action Plan for the display. Prior to setting up any equipment, the Operator is to communicate the plan to all other workers. Each display will have its own site-specific plan due to locale and geographic features. The EAP must include the following:

- . Emergency escape routes away from the display fireworks
- . A safe location away from the fireworks to account for all workers
- . A plan to notify emergency personnel and whom will direct them to the site.
- . Instruct all workers on the location of emergency response information and MSDS

right to know information.

This plan may be given verbally, and Operator shall confirm each worker understands.

FIRE AND EXPLOSION HAZARD DATA

Do not attempt to fight fire in vicinity of Special Fireworks – Evacuate Areas. Evacuate fire area immediately and seek shelter. Follow established emergency action plan. Fireworks may mass explode in a fire situation.

NO SMOKING OR OPEN FLAME- smoking, open flame, smoking materials (ie. lighters, matches) are forbidden in the loading or un-loading and display areas. No smoking signs may be posted in a conspicuous area upon set up of site. A minimum of 25' in all directions, from the perimeter surrounding the site is to be maintained as non-smoking.

LOADING AND UNLOADING:

- .Vehicle engine must not be running, and hand brake must be set.
- .No smoking, open flame or source of static discharge shall be allowed, ie. cell phones, pagers, lighters, etc.
- .Boxes must NEVER be thrown, slid or dropped. Be especially careful when boxes contain fireworks with igniters attached.
- . Never use bale hooks or other metal tools to load or unload boxes of explosives.

SAFETY EQUIPMENT AND CLOTHING: Non-synthetic clothing must always be worn. This prevents the possibility of static build-up and discharge, as well as the possibility of material 'melting' on to the skin in the event of hot fall-out or fire. After set-up of site, pants must be worn, no shorts. Eye protection, ear protection and closed toe shoes are required. Hats or head coverings should be used to protect the head, but must not impede your vision, or 'contain' the force of a blast in the event of spontaneous explosion.

ASSURE PROPER INSTALLATION AND SET UP OF SITE:

All mortar boxes, racks and drums shall be properly installed on each show.

Maintaining a safe Display Site is top priority. These reminders, along with your training, should assist you in performing a safe and spectacular show. If you have any questions, address the Operator right away.



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-OPF-00029

License #

James A Rivera
STATE FIRE MARSHAL

05/15/2027

EXPIRATION DATE

OPF

CLASSIFICATION

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, Alexi Giannoulas, 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

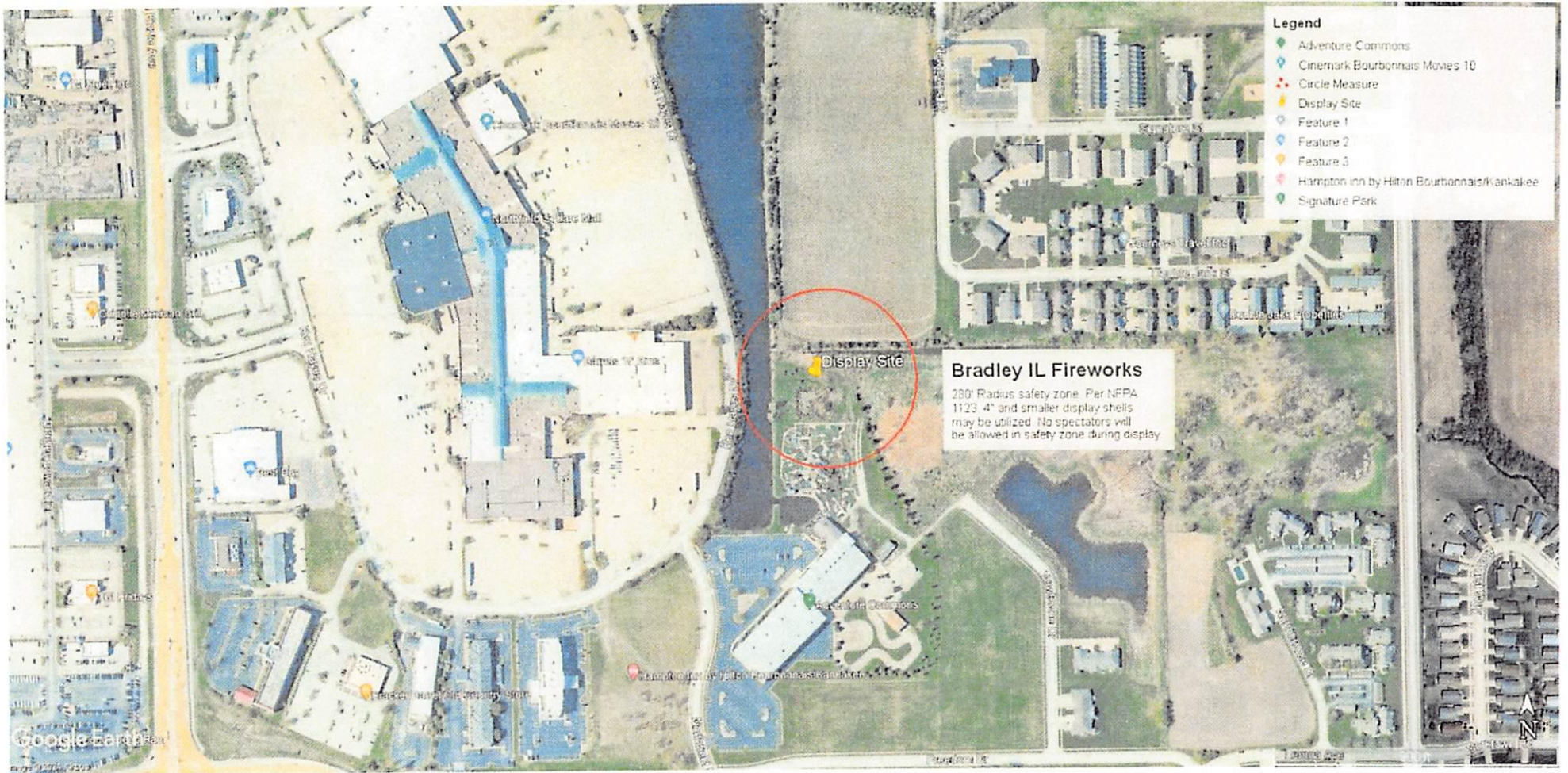
MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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 6TH day of MARCH A.D. 2024 .

Authentication #: 2406602892 verifiable until 03/06/2025
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE



- Legend**
- Adventure Commons
 - Cinemark Bourbonnais Movies 10
 - Circle Measure
 - Display Site
 - Feature 1
 - Feature 2
 - Feature 3
 - Hampton Inn by Hilton Bourbonnais/Kankakee
 - Signature Park

Bradley IL Fireworks
200' Radius safety zone. Per NFPA 1123 4" and smaller display shells may be utilized. No spectators will be allowed in safety zone during display.

Display Site

Bradley IL

Finale

400 American Tailed Salutes

144 2.5" Asst Color Peonies

120 3" Finale Shells

Dominator Color Finale

Dominator Specialty Finale

Kanto Mag Color Finale

Kanto Comet and Color Finale

Kanto Premium Color Finale

Wizard Color Finale

Wizard Specialty Finale

Wizard Glittering Silver Finale

Titanium Salute Finale Shells

9 4" Finale Shells

Vulcan Color Finale

Wizard Color Finale

Kanto Color Finale

**Mad Bomber
Fireworks Productions**



Quotation

Customer: Village of Bradley

Quote Number:

Date: 3/13/2024

Quote Expires: 4/01/2024

Show Date: June 7, 2024

Location: Field North of Adventure Commons
70 Ken Hayes Dr, Bourbonnais, IL

Drone Show Description

Chicago Drone Light Shows will supply 150 drones for show June 7, 2024.

Cost

Drones

\$15,000.00

Creative Services for standard designs

Included

Insurance

Included

Production (labor, travel, freight, etc.)

Included

Total

\$15,000.00

Notes:

Customer initials: MM



AGREEMENT

This Agreement ("Agreement") is for the supply of a Drone Show described on the Quotation page of this document. This Agreement is between the customer identified on the Quotation page ("Customer") and Chicago Drone Light Shows (CDLS), USA, an Indiana corporation. Both parties acknowledge that this Agreement consists of the terms written on all pages of this document.

CDLS RESPONSIBILITIES

CDLS agrees to:

- Design and safely operate a Drone Show on the Show Date at the location specified in Exhibit B ("Location").
- Create content for the Drone Show, subject to the capabilities of the equipment.
- Pilot and technical team.
- Standard design work is included. Any custom logos, designs, insignia or intricate animation will incur additional design work cost.

CUSTOMER RESPONSIBILITIES

Customer agrees to provide the items specified in Appendix A ("Responsible Items") and understands that the Responsible Items are essential for show operation. Failure to deliver any one may result in show cancellation.

TERMS OF PAYMENT

A 50% deposit is due upon accepting this quotation. The balance becomes due 30 days prior to the Show Date. In the event that the initial show date is less than 30 days in advance, payment in full is required at the time of acceptance. Payment should be sent directly to the following address: All funds quoted in USD

Chicago Drone Light Shows
3999 E. Hupp Road, Bldg R-3-1
La Porte, IN 46350

INSURANCE

CDLS will provide liability insurance coverage naming sponsor or property owner as additional insured. \$5,000,000 Combined single limit.

FEES AND TAXES

Price quoted excludes taxes. Customer is responsible for paying all government fees, taxes, withholding taxes, duties, VAT, etc that arise from the Drone Show, importation and use of the equipment at the show location, or any other aspect of the Drone Show.

SHOW SAFETY, WEATHER, GPS, AND COMMUNICATION

The Pilot in Command (PIC) is the ultimate authority regarding flight safety. CDLS will only operate a show under safe conditions. Shows cannot be operated in precipitation or winds in excess of 23 miles per hour. Occasionally, drone sensors detect abnormalities and for safety reasons the flight controller may instruct affected drones to land or not takeoff. It is possible that all drones may not participate in a show. CDLS supplies spare drones in order to maximize the number of drones available for flight.

A stable electromagnetic environment is critical to successful Drone Show operation. Show operations require a strong and clear GPS signal, a clear radio communication frequency (902-928MHz in North America), and no magnetic field anomalies. Without them, the Drone Show will be cancelled.

Customer initials: MW

Chicago Drone Light Shows
3999 E. Hupp Road Bldg R31

www.dronelightschicago.com
La Porte IN

219-393-5051
46350



CANCELLATION

Any cancellation of CDLS's services is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by CDLS. A charge equal to 25% of the estimated total invoice will be in effect if cancellation is made more than 30 days prior to the Show Date. Cancellations made within 30 days of Show Date are not eligible for a refund of any kind, except for weather and pandemic cancellations. No refunds are made for cancellations due to PIC safety concerns, electromagnetic interference, or failure of Customer to deliver Responsible Items, under any circumstances.

PANDEMIC CANCELLATION

Should government imposed pandemic restrictions result in cancellation of the Drone Show, CDLS will work with Customer to reschedule the Drone Show to a mutually acceptable date. There will be no extra charge except for any additional direct expenses (travel, freight, etc) incurred by CDLS due to the change in Show Date.

WEATHER CANCELLATION

Should adverse weather conditions result in cancellation of the Drone Show, Customer has the option to either 1) receive a 50% refund (excluding freight, travel, professional services incurred) or 2) reschedule the Drone Show to a mutually acceptable date. For rescheduling occurring prior to either equipment or personnel departing for the Drone Show, Customer pays for any additional direct expenses (travel, etc) incurred by CDLS. Otherwise, Customer pays for additional direct expenses and a 20% rescheduling fee at least 30 days prior to the new Show Date. Rescheduled shows must occur within one year of original Show Date.

LIMITATION OF WARRANTY AND LIABILITY

CDLS shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, fire, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond CDLS's control, malfeasance or nonfeasance by CDLS's employees, agents or contractors, and all other causes whatsoever. Further, CDLS shall not be responsible for any direct or indirect damage or loss and any consequential losses of any type or description of the Customer. THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

CHOICE OF LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. In the event of litigation, the place of venue shall be in the County of La Porte in the State of Indiana.

ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement

Accepted by Customer:

On behalf of Chicago Drone Light Shows, Inc.:

Michael Watson
Signature

Village of Bradley
Company

Signature

Michael Watson
Name

May 20 2024
Date

Chicago Drone Light Shows, Inc.

Village President
Title



Appendix A

Customer Responsibilities

- A secure, dedicated Take Off and Landing Zone (TOLZ) for the drones. All spectators and non-flight crew personnel must always remain a minimum of 100 feet away from any drone.
- A secure Flight Operations Area (FOA) which includes the area in which Drone Show occurs along with a surrounding Safety Zone. SZ dimensions are determined by the altitude at which the drones fly; the exact location and dimensions of the FOA and SZ are to be agreed in advance by CDLS and Customer. Only flight crew personnel are allowed in the FOA and SZ during flight. Customer is responsible for establishing and maintaining a secure perimeter for the FOA and SZ.
- A site plan showing location of spectators and FOA options no later than 90 days prior to Show Date.
- Final approval of show site layout and show time two weeks prior to the Drone Show.
- Final approval of show content no later than two weeks prior to the Drone Show.
- Full access to show site at least six hours prior to show time.
- Authorization for use of any logos or images used in the Drone Show.



Appendix B

Location

Roads in the safety zone will be closed 5 minutes before show until drones land.

Insert Map Here

Chicago Drone Light Shows
3999 E. Hupp Road Bldg R31

www.dronelightschicago.com
La Porte IN

Customer initials: MM
219-393-5051
46350



Legend

- Adventure Commons
- Cinemark Bourbonnais Movies 10
- Circle Measure
- Display Site
- Feature 1
- Feature 2
- Feature 3
- Hampton Inn by Hilton Bourbonnais/Hankakee
- Signature Park

Bradley IL Drones

400' by 400' Safety zone for drone display. No spectators may be allowed in safety zone while drones are flying