

**VILLAGE OF VERNON HILLS
ORDINANCE 2024-153**

AN ORDINANCE AUTHORIZING THE VILLAGE TO WAIVE THE BIDDING PROCESS AND ENTER INTO CONTRACTS WITH PYROTECNICO FIREWORKS, INC. FOR THE JULY 4TH AND VERNON HILLS DAYS FIREWORKS IN AN AMOUNT NOT TO EXCEED \$48,000

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village of Vernon Hills provides fireworks on July 4th and during Vernon Hills Days; and

WHEREAS, the Village requests to waive the bidding process and contract with Pyrotecnico Fireworks, Inc. as a sole source; and

WHEREAS, Pyrotecnico Fireworks, Inc. will provide contracts for the July 4th fireworks in the amount of \$32,000 and the Vernon Hills Days fireworks in the amount of \$15,750; and

WHEREAS, expenditures over \$25,000 require Board of Trustee approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents to purchase fireworks at a price not to exceed \$48,000.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make two payment to Pyrotecnico Fireworks, Inc. in an amount not to exceed \$48,000 total per the attached contracts in Exhibit A.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2024-153

Dated the 17th of December, 2024

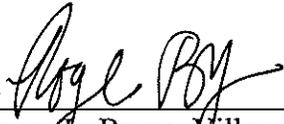
Adopted by roll call votes as follows:

[SIGNATURES TO FOLLOW]

AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Takaoka



Roger L. Byrne, Village President

PASSED: 12/17/2024

APPROVED: 12/17/2024

ATTEST: 12/17/2024



Kevin Timony, Village Clerk



EXHIBIT A

PYROTECNICO FIREWORKS, INC. AGREEMENT

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on November 1, 2024 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Village of Vernon Hills, IL (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 4, 2025. (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by December 30, 2024 ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of \$32,000.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$16,000.00 is due May 5, 2025 and the final balance shall be due Net 30 from the Display Date. A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$4,800.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$12,800.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$16,000.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 350 FEET at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO:

By (sign): _____
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: _____
Address: 299 Wilson Road
New Castle PA 16101
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____
Name: KEVIN TIMONY
Title: VILLAGE MANAGER
Date: 12/18/24
Address: 290 EVERGREEN DR VERNON HILLS
Phone: IL 60061
Email: kevinT@vhillis.org



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): VILLAGE OF VERNON HILLS
Primary Point of Contact Name: Jon Perrino
Phone: 847-918-3540 Email: Jon.p@vhills.org
Billing Address: 290 EVERGREEN DR
City, State & Zip: VERNON HILLS, IL 60061
Accounts Payable Contact: PATRICK HILBERT
Accounts Payable Email: Patrick.H@vhills.org
Display Date(s): JULY 4, 2025 Display Start Time(s): Approx 9:30 PM
Rain Date(s): TBD
Day-of-Display Contact Name: KEVIN TIMONY
Day-of-Display Mobile Phone Number: 773-849-1975
Day-of-Display Email: KevinT@vhills.org
Display Site Location(s) and Address(es): 1002 LAKVIEW PARK
VERNON HILLS, IL

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:
N/A

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on November 1, 2024 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Village of Vernon Hills, IL (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 17, 2025 (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by December 30, 2024 ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of \$15,750.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$7,875.00 is due May 5, 2025 and the final balance shall be due Net 30 from the Display Date. A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$2,362.50 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$6,300.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$7,875.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 350 FEET at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO:

By (sign): _____
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: _____
Address: 299 Wilson Road
New Castle PA 16101
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____
Name: KEVIN TIMONY
Title: VILLAGE MANAGER
Date: 12/18/24
Address: 290 EVERGREEN DR
VERNON HILLS, IL 60061
Phone: _____
Email: KevinT@vhillz.org

Pyrotecnico Fireworks Display Agreement 2024

Customer Initials: _____

847-918-3540 page 1 of 2



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): Village of Vernon Hills

Primary Point of Contact Name: Jon Perrino

Phone: 847-918-3540 Email: Jonp@vhills.org

Billing Address: 290 EVERGREEN DR

City, State & Zip: VERNON HILLS, IL 60061

Accounts Payable Contact: PATRICK HILBERT

Accounts Payable Email: PatrickH@vhills.org

Display Date(s): JULY 17 Display Start Time(s): 9:15 PM APPROX

Rain Date(s): TBD - possibly JULY 18

Day-of-Display Contact Name: KEVIN TIMONY

Day-of-Display Mobile Phone Number: 773-849-1975

Day-of-Display Email: KevinT@vhills.org

Display Site Location(s) and Address(es): 1002 LAKEVIEW PKWY
VERNON HILLS, IL 60061

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

NO

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-153

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AND ENTER INTO CONTRACTS WITH PYROTECNICO FIREWORKS, INC. FOR THE
JULY 4TH AND VERNON HILLS DAYS FIREWORKS IN AN AMOUNT NOT TO
EXCEED \$48,000

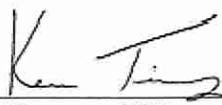
THE 17th DAY OF DECEMBER 2024

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
17th day of December, 2024

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2024-153 AN ORDINANCE AUTHORIZING THE VILLAGE TO WAIVE THE BIDDING PROCESS AND ENTER INTO CONTRACTS WITH PYROTECNICO FIREWORKS, INC. FOR THE JULY 4TH AND VERNON HILLS DAYS FIREWORKS IN AN AMOUNT NOT TO EXCEED \$48,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM DECEMBER 17, 2024 TO DECEMBER 27, 2024.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 17th DAY OF DECEMBER 2024



Notary Public

