

**VILLAGE OF VERNON HILLS
ORDINANCE 2025-130**

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 \$57,000

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 (250th Celebration) in the amount of \$40,000 and the Vernon Hills Days fireworks in the amount of \$16,750; 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 \$57,000.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make two payments 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 2025-130

Dated the 9th of December, 2025.

Adopted by roll call votes as follows:

[SIGNATURES TO FOLLOW]

AYES: 7 – Marquardt, Oppenheim, Forster, Schenk, Takaoka, Lundeen, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

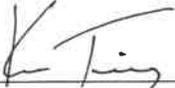


Thom Koch, Village President

PASSED: 12/09/2025

APPROVED: 12/09/2025

ATTEST: 12/09/2025



Kevin Timony, Village Clerk



PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on 11/19/2025 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and the Village of Vernon Hills (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 07/04/2026 (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by 07/03/2026 ("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 \$40,000 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$20,000 due 04/04/2026 and the final balance shall be due Net 10 from the Display Date. A service fee of 1 ½% 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. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

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 \$6,000 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 \$16,000 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 \$20,000.

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 personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico's fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

PYROTECNICO:

By (sign): Lynn Ann Hamed

Name: Lynn Ann Hamed

Title: Corporate Secretary

Date: 01/15/2026

Address: 299 Wilson Road

New Castle PA 16101

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): KT

Name: KEVIN TIMONY

Title: VILLAGE MANAGER

Date: 12/10/25 PENDING BOARD APPROVAL

Address: 290 EVERGREEN DR

VERNON HILLS IL 60061

Phone: 847-918-3550

Email: KevinT@vhill.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".

Legal Entity Contracting Pyrotecnico: VILLAGE OF VERNON HILLS

Primary Point of Contact Name: CFD INSPECTOR JOEL SEVERIN

Phone: 651-283-9222 Email: jseverin@countrysidefire.com

Billing Address: VILLAGE OF VERNON HILLS
290 EVERGREEN DRIVE

City, State & Zip: VERNON HILLS IL 60061

Accounts Payable Contact: PATRICK HILBERT

Accounts Payable Email: patrickh@vhills.org

Display Date(s): JULY 4, 2025 Display Start Time(s): 9:30 PM

Rain Date(s): TBD

Day-of-Display Contact Name: JOEL SEVERIN

Day-of-Display Mobile Phone Number: 651-283-9222

Day-of-Display Email: jseverin@countrysidefire.com

Display Site Location(s) and Address(es): CENTURY PARK
1002 LAKEVIEW PARKWAY VERNON HILLS

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

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

Vernon Hills, IL DISPLAY SITE PLAN

VENUE
Vernon Hills, IL
60061

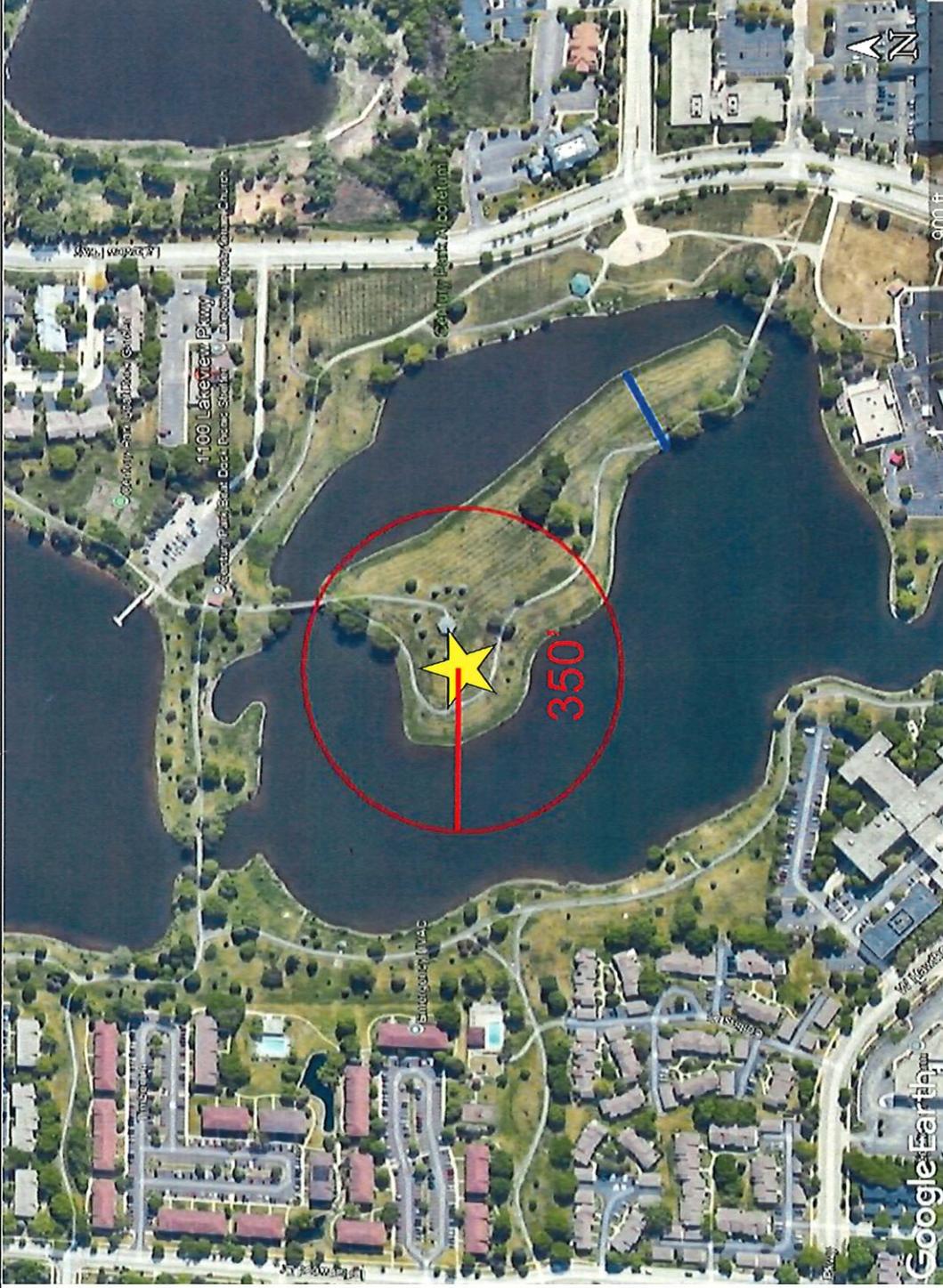
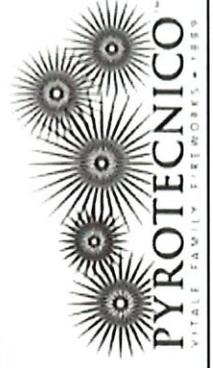
LAT / LONG
42°14.042.19" N
87°57'46.85" W

NOTES

- Site plan drawn to approx. scale using NFPA 1123, NFPA 1126, NFPA 160 as applicable.
- No Healthcare, detention or correctional facilities within distance required by NFPA 1123.

Date Created: 4/8/25

Created by: Riley Pakosz



-  -Firing Site
-  -Fire
-  -Safety Fallout Zone
-  -Audience
-  -Medical
-  -Police
-  -Parking
-  -Marine Patrol
-  -HazMat
-  -XXX' Radius
-  -XXX' Maximum Device Per Pyrotecnico 100' Per Inch Policy

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on 10/27/2025 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Village of Vernon Hills (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 07/16/2026 (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by 11/12/2025 ("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 \$16,750 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$8,375 due 04/16/2026 and the final balance shall be due Net 30 from the Display Date. A service fee of 1 ½% 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. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

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 \$2,512.50 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 \$6,700 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 \$8,375.

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 personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico's fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

PYROTECNICO:

By (sign): Lynn Ann Hamed

Name: Lynn Ann Hamed

Title: Corporate Secretary

Date: 01/15/2026

Address: 299 Wilson Road

New Castle PA 16101

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): K Timony

Name: KEVIN TIMONY

Title: VILLAGE MANAGER

Date: 12/10/25 PENDING BOARD APPROVAL

Address: 290 EVERGREEN DR

VERNON HILLS IL 60061

Phone: 847-918-3550

Email: KevinT@vhill.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".

Legal Entity Contracting Pyrotechnico: VILLAGE OF VERNON HILLS

Primary Point of Contact Name: CFD INSPECTOR JOEL SEVERIN

Phone: 651-283-9222 Email: JSEVERIN@

Billing Address: 290 EVERGREEN DR COUNTRYSIDEFIRE.COM

City, State & Zip: VERNON HILLS, IL 60061

Accounts Payable Contact: patrickh@vhill.org

Accounts Payable Email: Patrick.Hilbert

Display Date(s): JULY 16, 2025 Display Start Time(s): 9:15 - 9:30 PM

Rain Date(s): TBD (NEXT DAY?)

Day-of-Display Contact Name: JOEL SEVERIN

Day-of-Display Mobile Phone Number: 651-283-9222

Day-of-Display Email: JSEVERIN@COUNTRYSIDEFIRE.COM

Display Site Location(s) and Address(es): CENTURY PARK
1002 LAKEVIEW PARKWAY
VERNON HILLS IL

If Pyrotechnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:
NO

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-130

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 \$57,000

THE 9th DAY OF DECEMBER 2025

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
9th day of December, 2025

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. 2025-130 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 \$57,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM DECEMBER 9, 2025 TO DECEMBER 23, 2025.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 9th DAY OF DECEMBER, 2025



Notary Public

