

**VILLAGE OF VERNON HILLS  
ORDINANCE 2023-009**

**AN ORDINANCE AUTHORIZING THE VILLAGE TO WAIVE THE BIDDING PROCESS AND ENTER INTO CONTRACTS WITH PYROTECNICO FIREWORKS, INC. FOR THE JULY 4<sup>TH</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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.

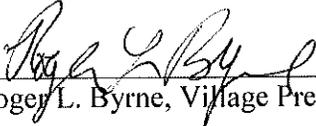
**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2023-009

Dated the 17<sup>th</sup> of January, 2023

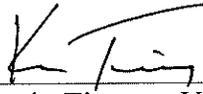
Adopted by roll call votes as follows:

*[SIGNATURES TO FOLLOW]*

AYES: 5 – Forster, Marquardt, Oppenheim, Koch, Byrne  
NAYS: 0 - None  
ABSENT AND NOT VOTING: 2 – Schenk, Takaoka

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 01/17/2023  
APPROVED: 01/17/2023  
ATTEST: 01/17/2023

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



# PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on January 19, 2023 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 13, 2023 (the "Display Date"), weather permitting.

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 June 13, 2023, and the final balance shall be due Net 10 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; (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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

## CUSTOMER:

By (sign): [Signature]  
Name: KEVIN TIMONY  
Title: VILLAGE MANAGER  
Date: 1/19/23  
Address: 290 EVERGREEN DR VH IL  
60061  
Phone: \_\_\_\_\_  
Email: KEVINT@vhills.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 PETRILLO  
Phone: 847-918-3540 Fax: 847-367-0880  
Email: Jonp@vhills.org  
Billing Address: 290 EVERGREEN  
City, State & Zip: VERNON HILLS IL 60061  
Accounts Payable Contact: PATRICK HILBERT  
Accounts Payable Email: patrickh@vhills.org  
Date(s) of Show: 7/13/23 Display Start Time(s): NIGHT FALL  
Rain/Postponed Date(s): TBD maybe the next day 7/14/23  
Day-of-Show Contact Name: JON PETRILLO  
Day-of-Show Mobile Phone Number: 847-812-8350  
Day-of-Show Email: Jonp@vhills.org  
Display Site Location(s) and Address(es): NEW CENTURY PARK  
1001 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 - If Applicable:

\_\_\_\_\_  
\_\_\_\_\_

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2023-009

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

THE 17<sup>th</sup> DAY OF JANUARY 2023

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
17<sup>th</sup> day of January, 2023

STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JANUARY 17, 2023, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2023-009 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.

THE PAMPHLET FOR ORDINANCE NO. 2023-009 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED JANUARY 17, 2023 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 17<sup>th</sup> DAY OF JANUARY 2023.

  
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Kevin Timony, Village Clerk

SEAL



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. 2023-009 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 JANUARY 17, 2023 TO JANUARY 27, 2023.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 17<sup>th</sup> DAY OF JANUARY 2023

  
\_\_\_\_\_  
Notary Public

