

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2022-063

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
\$46,100

THE 17TH DAY OF MAY 2022

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 May, 2022

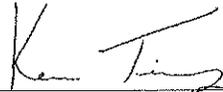
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

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 MAY 17, 2022, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2022-063 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 \$46,100.

THE PAMPHLET FOR ORDINANCE NO. 2022-063 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MAY 17, 2022 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 17th DAY OF MAY, 2022.



Kevin Timony, Village Clerk

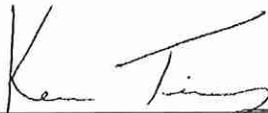
SEAL



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. 2022-063 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 \$46,100 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MAY 17, 2022 TO MAY 27, 2022.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 17th DAY OF MAY 2022



Notary Public



**VILLAGE OF VERNON HILLS
ORDINANCE 2022-063**

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 \$46,100

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 the 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 \$31,100 and the Vernon Hills Days fireworks in the amount of \$15,000; and

WHEREAS, expenditures over \$20,000 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 \$46,100.

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 \$46,100 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.

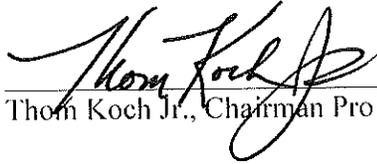
SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2022-063.

Dated the 17th of May 2022

Adopted by roll call votes as follows:

[SIGNATURES TO FOLLOW]

AYES: 6 – Schenk, Marquardt, Forster, Takaoka, Oppenheim, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 - Byrne


Thom Koch Jr., Chairman Pro Tem

PASSED: 05/17/2022
APPROVED: 05/17/2022
ATTEST: 05/17/2022


Kevin Timony, Village Clerk



PYROTECNICO FIREWORKS, INC.
AGREEMENT

This contract entered into this 18th Day of October, 2021 by and between PYROTECNICO FIREWORKS, INC. of New Castle, Pennsylvania and Village of Vernon Hills (CUSTOMER) of City Vernon Hills State Illinois.

Pyrotecnico Fireworks, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer (1) one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer. Said display to be given on the evening of July 4, 2022 Customer Initial KMT, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within three (3) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 40% of the total contract price 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 Fireworks, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico Fireworks, Inc. shall be entitled to 50% of the contract price.

PYROTECNICO FIREWORKS, INC. agrees to furnish all necessary fireworks display materials and personnel for a 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 this agreement.

It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of \$31,100.00 (Thirty one thousand one hundred and 00/100 dollars). A 50% deposit is due 90 days prior to the display date. A service fee of 1 1/2% per month shall be added if account is not paid in full within 30 days of the show date.

PYROTECNICO FIREWORKS, INC. will obtain Public Liability, Property Damage, Transportation and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

- (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 event.
- (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.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico Fireworks, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties 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.

PYROTECNICO FIREWORKS, INC.

By

Ryan Dan Hommel

Date Signed: October 18, 2021

P.O. Box 149
New Castle, PA 16103
(724) 923-6601

CUSTOMER

By

Kevin Timony

(Its duly authorized agent, who represents his/her has full authority to bind the customer.)

Date Signed 10/21/21

(PLEASE TYPE OR PRINT)

Name Kevin Timony

Address 290 Evergreen Drive
Vernon Hills, IL 60061

Phone _____

Email _____

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It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of \$15,000.00 (Fifteen thousand and 00/100 dollars). A 50% deposit is due 90 days prior to the display date. A service fee of 1 1/2% per month shall be added if account is not paid in full within 30 days of the show date.

PYROTECNICO FIREWORKS, INC. will obtain Public Liability, Property Damage, Transportation and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

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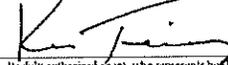
The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECNICO FIREWORKS, INC.

By 
Date Signed: October 18, 2021

P.O. Box 149
New Castle, PA 16103
(724) 923-6601

CUSTOMER

By 
Its duly authorized agent, who represents him and has full authority to bind the customer.
Date Signed 10/21/21
(PLEASE TYPE OR PRINT)

Name Kevin Timony
Address 290 Evergreen Drive
Vernon Hills, IL 60061
Phone _____
Email _____