



# VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

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## VILLAGE BOARD OF TRUSTEES

**Wednesday, March 12, 2025 - 7:00 PM**

200 N. Hill Street, Poplar Grove, IL 61065

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<https://www.youtube.com/watch?v=8ZzdeOdv81g>

### AGENDA

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF PHONE PARTICIPATION (Roll Call)**

**APPROVAL OF AGENDA (Voice Vote)**

**PUBLIC COMMENT** *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

### **NEW BUSINESS**

1. Discuss/approve fireworks contract with Pyrotecnico Fireworks, inc
2. Discuss/approve Ordinance 2025-03 an ordinance authorizing the destruction and disposal of surplus electronic equipment for the Village of Poplar Grove, Illinois

**ADJOURNMENT (Voice Vote)**

KJM 03/10/2025

# PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **February 24, 2025** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **Village of Poplar Grove, 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 **June 14, 2025**. (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **March 26, 2025** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. The customer agrees to pay Pyrotecnico the sum of **\$15,000.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$7,500.00** is due **April 4, 2025** 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.

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 **\$2,250.00** 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 **\$6,000.00** 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 **\$7,500.00**.

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 **280 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 :**

**CUSTOMER:**

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

By (sign) : \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: : \_\_\_\_\_

Customer Initials: \_\_\_\_\_



**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): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Display Date(s): \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain Date(s): \_\_\_\_\_

Day-of-Display Contact Name: \_\_\_\_\_

Day-of-Display Mobile Phone Number: \_\_\_\_\_

Day-of-Display Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_  
\_\_\_\_\_

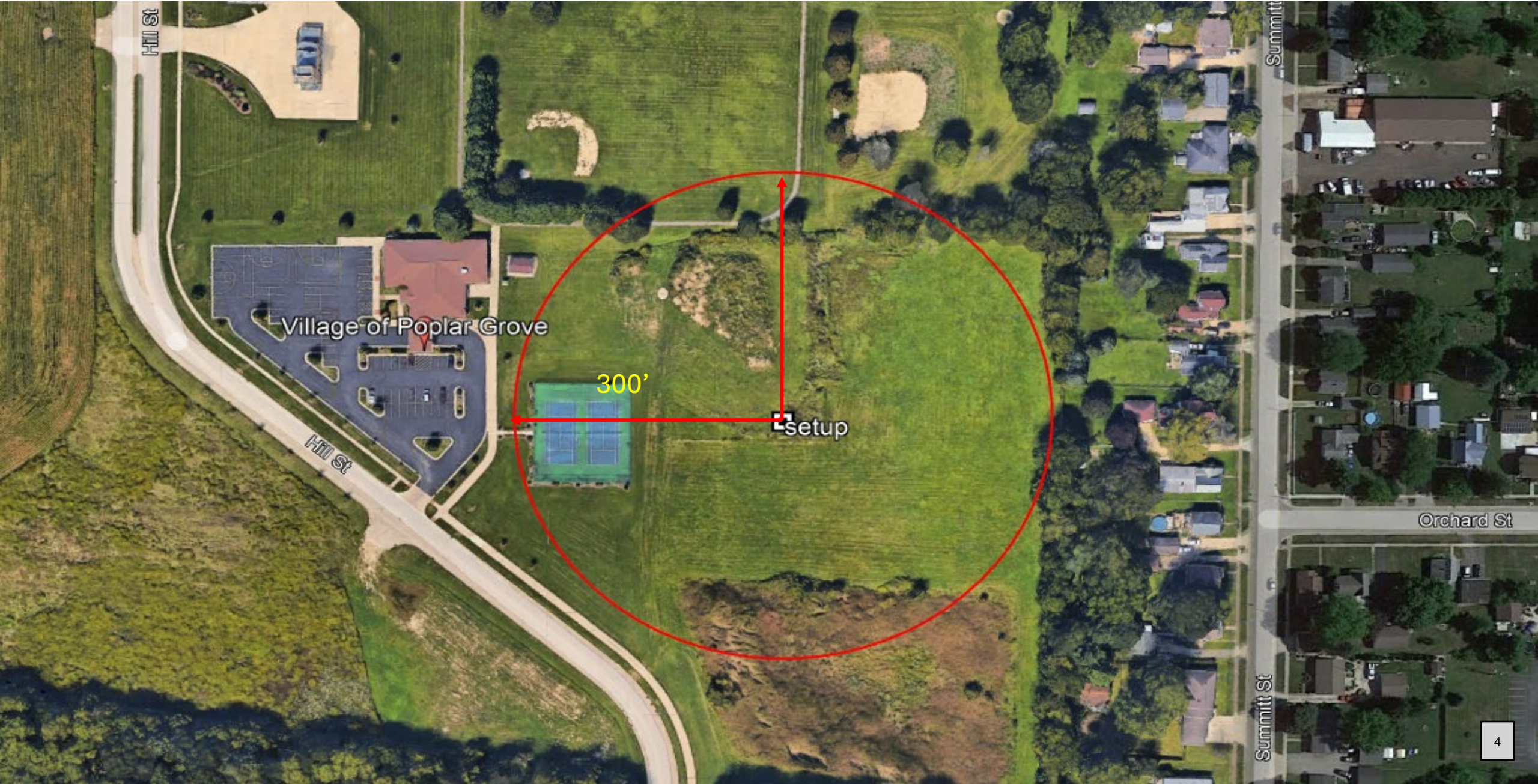
If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

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

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 **February 24, 2025** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **Village of Poplar Grove, 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 **June 14, 2025**. (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **March 26, 2025** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. The customer agrees to pay Pyrotecnico the sum of **\$17,500.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$8,750.00** is due **April 4, 2025** 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.

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 **\$2,625.00** 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 **\$7,000.00** 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 **\$8,750.00**.

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 **280 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 :**

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By (sign): \_\_\_\_\_  
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Email: : \_\_\_\_\_

Customer Initials: \_\_\_\_\_



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Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Display Date(s): \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain Date(s): \_\_\_\_\_

Day-of-Display Contact Name: \_\_\_\_\_

Day-of-Display Mobile Phone Number: \_\_\_\_\_

Day-of-Display Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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







PYROTECNICO™

# Deposit Invoice

Pyrotecnico Fireworks Inc.  
Bin : 10  
PO Box 14470  
St. Louis MO 63178-4470  
United States

**Date:** 02/24/2025

**INV#:** SO-C58893

**Sold To:**

Village of Poplar Grove, IL  
200 N Hill Street  
Poplar Grove IL 61065  
United States

Description	Amount
Firework Display Date: 6/14/25	\$ 17,500.00
Pre-Show Advance Due 04/04/2025	\$ 8,750.00

We accept WIRE, ACH, and Check Payments.

Wire Remit To:  
Busey Bank 100 W University Ave. Champaign IL 61820  
ABA: 071102568  
Account Number: 130586822088  
SWIFT/BIC Code: BUYEUS44

ACH Remit to:  
Busey Bank  
ACH Account: 130586822088  
Routing: 071102568

Check Remit to:  
Pyrotecnico Fireworks, Inc  
Bin : 10  
PO Box 14470  
St. Louis, MO 63178-4470



ORDINANCE 2025-03

AN ORDINANCE AUTHORIZING THE DESTRUCTION AND DISPOSAL OF SURPLUS ELECTRONIC EQUIPMENT FOR THE VILLAGE OF POPLAR GROVE, ILLINOIS

WHEREAS, the Village of Poplar Grove, Illinois, owns certain electronic equipment that is no longer functional or usable for municipal purposes; and

WHEREAS, the Village Board has determined that the following electronic equipment is obsolete, non-operational, and should be disposed of in accordance with applicable laws and environmental regulations:

- **Three (3) non-working computers:** Microsoft Surface Pro, HP, and ASUS
- **Three (3) non-working battery backups**
- **Various non-working keyboards and mice**

WHEREAS, the Village of Poplar Grove is committed to ensuring the proper disposal of electronic waste in compliance with state and federal regulations, including the Illinois Electronic Products Recycling and Reuse Act (415 ILCS 150/1 et seq.); and

WHEREAS, it is in the best interest of the Village to declare these items as surplus and authorize their proper disposal or recycling.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF POPLAR GROVE, ILLINOIS, AS FOLLOWS:**

**SECTION 1: DECLARATION OF SURPLUS PROPERTY**

The Village Board hereby declares the above-listed electronic equipment as surplus property, no longer necessary or useful to the Village of Poplar Grove.

**SECTION 2: AUTHORIZATION FOR DISPOSAL**

The Village Administrator, or their designee, is authorized to arrange for the appropriate disposal or recycling of the aforementioned items in compliance with all applicable local, state, and federal regulations. Disposal may include, but is not limited to:

- **Electronic recycling programs**
- **Certified e-waste disposal vendors**
- **Other lawful means of disposal**

**SECTION 3: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**AYES:**

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**NAYS:**

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**ABSENT:**

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**SIGNED:**

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Village President

**ATTEST:**

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Village Clerk