

**RECORDING  
NOT REQUIRED**

**RETURN TO:**

**CLERK, CITY OF TROY  
116 E. MARKET  
TROY, IL 62294**

**CITY OF TROY**

**RESOLUTION 2022 - 17**

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**A RESOLUTION OF THE CITY OF TROY, ILLINOIS  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
PYROTECNICO TO PROVIDE FOURTH OF JULY FIREWORKS**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 4TH DAY OF APRIL 2021**

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**CITY OF TROY  
RESOLUTION 2022 - 17**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
PYROTECNICO TO PROVIDE FOURTH OF JULY FIREWORKS**

**WHEREAS**, the City Council for the City of Troy, Illinois, has determined that conducting its annual 4<sup>th</sup> of July fireworks display is in the best interests of the City and its residents, and furthers the economic interests of the City and the welfare of the residents of the City of Troy, Illinois; and

**WHEREAS**, in furtherance of same, the City Council for the City of Troy, Illinois, has determined that it is in the best interests of the City of Troy, Illinois, to enter into an agreement with Pyrotecnico to provide said fireworks; and

**WHEREAS**, a copy of said Agreement is attached hereto, marked "Exhibit A," and made a part hereof.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:**

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Agreement with Pyrotechnico and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 4th day of April, 2022.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

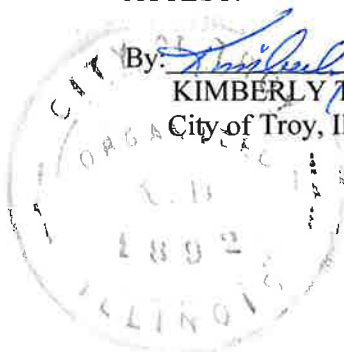
APPROVED:

By: 

DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:

By:   
KIMBERLY THOMAS, Clerk  
City of Troy, Illinois



# PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this 28th day of March, 2022 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and City of Troy (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER (1) one 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, 2022 (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$567,000.00 (Sixty seven thousand and 00/100 dollars) (the "Contract Price"). Pyrotecnico has received the CUSTOMER'S deposit of \$33,500.00. with the signed contract 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 \$10,050.00 (15% of Display + Pass Thru) 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 \$26,800.00 (40% of Display + Pass Thru) 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 \$33,500.00 (50% of Display + Pass Thru).

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 560 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, but not including any damage or destruction to property arising out of any act or omission of negligence of Pyrotecnico. 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): Lynn Ann Hamed  
Name: Lynn Ann Hamed  
Title: Corporate Secretary  
Date: March 28, 2022  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

**CUSTOMER:**

By (sign): [Signature]  
Name: Dave Nana  
Title: Mayor  
Date: 4/4/2022  
Address: 116 East Market St  
Troy, IL 62294  
Phone: 618-667-9924  
Email: dnana@troyil.us

Sponsor Initials: JK



**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".

Sponsor Name (Entity Contracting Pyrotecnico): City of Troy

Primary Point of Contact Name: Jay Keever

Phone: 618.791.8986 Fax: \_\_\_\_\_

Email: jkeever@troyil.us

Billing Address: 116 East Market Street

City, State & Zip: Troy, IL 62294

Accounts Payable Contact: Heather Kluter

Accounts Payable Email: hkluter@troyil.us

Date(s) of Show: July 4, 2022 Display Start Time(s): 8:30pm - 9:00pm

Postponed Date(s): \_\_\_\_\_

Day-of-Show Contact Name: Jay Keever

Day-of-Show Mobile Phone Number: 618.791.8986

Day-of-Show Email: jkeever@troyil.us

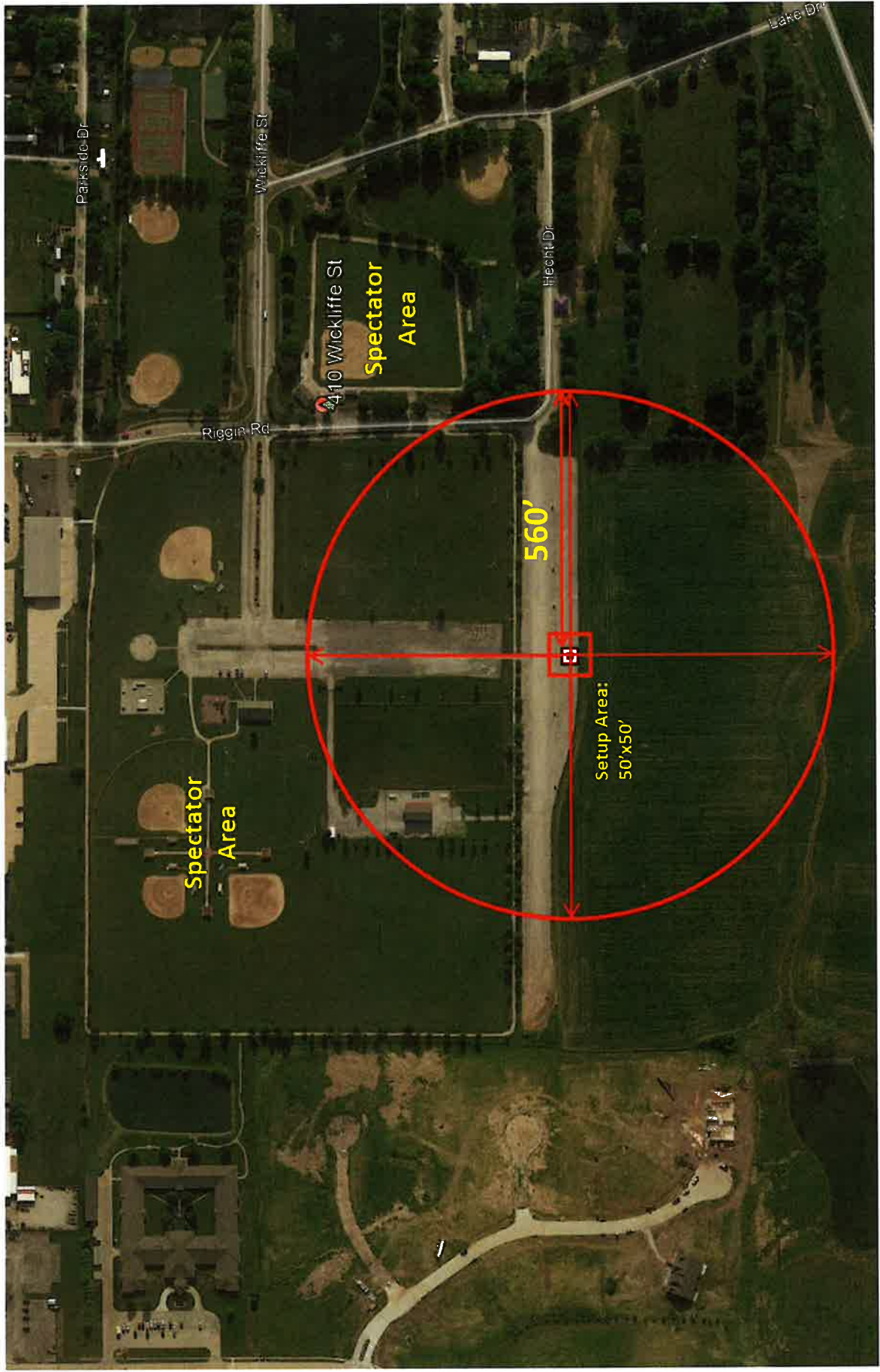
Display Site Location(s) and Address(es): Tri-Township Park

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:  
City of Troy

Show Name: Troy, IL  
Location: 410 Wickliffe Troy,  
IL Date Created: 03/01/22

Fall-Out Radius: 560'  
Distance To Audience: 730' -790'



Launch Location: 

Setup area Dimensions: 50'x50'