

**RECORDING  
NOT REQUIRED**

**PREPARED BY:**

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

**CITY OF TROY**

**RESOLUTION 2023 – 21**

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**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE CITY  
ADMINISTRATOR 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 17TH DAY OF APRIL 2023**

**RESOLUTION 2023-21**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE CITY ADMINISTRATOR 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 its residents; and

**WHEREAS**, in furtherance of same, the City Council authorizes the City Administrator to enter into an agreement with Pyrotecnico to provide said fireworks display; and

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

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


1. The recitals set forth hereinabove are hereby incorporated herein as if fully set forth.
2. The City Administrator of Troy, Illinois, is hereby authorized to execute and enter into the attached agreement with Pyrotecnico and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. The 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 17th day of April, 2023.


**Aldermen Vote:**

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>1</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 on April 17, 2023 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and City of Troy, 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 4, 2023 (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$76,000.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$38,000.00 is due June 1, 2023 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.

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 \$11,400.00 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 \$30,400.00 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 \$38,000.00.

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 420 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): Lynn Ann Hamed  
Name: Lynn Ann Hamed  
Title: Corporate Secretary  
Date: April 19, 2023  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pvrotecnico.com

## CUSTOMER:

By (sign): Jay Keeven  
Name: Jay Keeven  
Title: City Administrator, City of Troy, Illinois  
Date: \_\_\_\_\_  
Address: 116 E. Market Street  
Troy, IL 62294  
Phone: (618) 667-9924  
Email: jkeeven@troyil.us



**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): City of Troy

Primary Point of Contact Name: Jay KEEVEN

Phone: (618-791-8981) Fax: \_\_\_\_\_

Email: jkeeven@troyil.us

Billing Address: 114 E. Market St.

City, State & Zip: Troy, IL 62294

Accounts Payable Contact: Heather KLUETER

Accounts Payable Email: hklueter@troyil.us

Date(s) of Show: July 4, 2023 Display Start Time(s): 8:30pm - 9:00pm

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

Day-of-Show Contact Name: Same as P.C.

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

Day-of-Show Email: \_\_\_\_\_

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

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> 2299 Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	<b>INSURER A :</b> Everest Indemnity Insurance Co.      10851	
	<b>INSURER B :</b> Everest Denali Insurance Company      16044	
	<b>INSURER C :</b> Continental Indemnity Company      28258	
	<b>INSURER D :</b> Arch Speciality Ins Co      21199	
	<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 778474373**      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-231	1/14/2023	1/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00141-231	1/14/2023	1/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	UXP1035252-03	1/14/2023	1/14/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	82-872096-04-27	6/7/2022	6/7/2023	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2			SI8EX01314-231	1/14/2023	1/14/2024	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
DISPLAY DATE: July 4, 2023  
LOCATION: Tri-Township Park Community Center - 410 Wickliffe Street Troy IL 62294  
ADDITIONAL INSURED: City of Troy

### CERTIFICATE HOLDER

### CANCELLATION

City of Troy 116 E. Market Street Troy IL 62294	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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