

**RECORDING
NOT REQUIRED**

PREPARED BY:

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

**CITY OF TROY
RESOLUTION 2026 – 11**

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 16TH DAY OF MARCH 2026**

RESOLUTION 2026-11

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WHEREAS, the City Council for the City of Troy, Illinois has determined that conducting its annual 4th 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 16th day of March, 2026.

Aldermen Vote:

Table with 3 columns: Alderman Name, Vote (checkmark or absent), and Tally (Ayes, Nays, Absent, Abstain). Includes names like Dan Dawson, Sam Italiano, Tim Flint, Debbie Knoll, Elizabeth Hellrung, Heather Stirling, Nathan Henderson, Troy Turner.

APPROVED:

By: [Signature] DAVID NONN, Mayor City of Troy, Illinois

ATTEST:

By: [Signature] KIMBERLY THOMAS, Clerk City of Troy, Illinois



PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on 01/23/2026 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 07/04/2026 (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by 05/15/2026 (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of \$86,000 (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of \$43,000 due 05/15/2026 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. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

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 \$12,900 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 \$34,400 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 \$43,000.

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, 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 personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico’s fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

PYROTECNICO:

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

CUSTOMER:

By (sign)_: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____

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".

Legal 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:

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

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'