



Board of Aldermen Request for Action

MEETING DATE: 8/18/2026

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1609, Approving a sole-source Fireworks Display Contract with Premier Pyrotechnics.

REQUESTED BOARD ACTION

A motion to approve Resolution 1609, approving a sole-source Fireworks Display contract with Premier Pyrotechnics.

SUMMARY

The City of Smithville annually partners with Clay County to provide a Fourth of July Fireworks Display, with each entity funding half of the total cost. The City of Smithville coordinates the procurement of a display provider.

In 2022, the City of Smithville issued the Fireworks Display RFP for bid. Premier Pyrotechnics was the only bid received on April 8, 2022, for \$16,000. The City approved their contract on April 19, 2022.

On June 23, 2023, with the cost of the show increased from \$12,000 to \$16,000, staff worked with Clay County to amend the contract to reflect the increase and ensure that budgets reflect the change going forward. Clay County, Missouri, has agreed to continue the co-sponsorship at the increased rate.

In November 2023, the contract was amended with Premier Pyrotechnics. They proposed a three-year extension. Signing the three-year extension guaranteed the shows on July 4 for the next three years (2024, 2025, and 2026) and an additional 5% of the product. It was also stated that if you pay each year by December 1, you secure a 15% increase in pyrotechnic products.

That contract is up for renewal after the 2026 show. Premier Pyrotechnics has offered to extend the same contract for the next three years: July 4th, 2027, July 4th, 2028, and July 4th, 2029. All incentives from the previous contract are included in the renewal.

City staff has reached out to Clay County, and they have agreed to support this contract.

Staff recommends approving the contract with Premier Pyrotechnics as a sole source provider.

PREVIOUS ACTION

The Board of Aldermen approved Resolution 418, the initial cooperative agreement with Clay County, and Resolution 1290.

POLICY OBJECTIVE

N/A

FINANCIAL CONSIDERATIONS

\$16,000 is allocated in the general fund, with \$8,000 in revenues budgeted to be received from Clay County.

ATTACHMENTS

- | | |
|---|-----------------------------------|
| ☐ Ordinance | ☐ Contract |
| ☒ Resolution | ☐ Plans |
| ☐ Staff Report | ☐ Minutes |
| ☒ Other: Contract | |

RESOLUTION 1609

A RESOLUTION APPROVING A SOLE SOURCE FIREWORKS DISPLAY CONTRACT WITH PREMIER PYROTECHNICS

WHEREAS, the City of Smithville and Clay County have jointly funded a fireworks display on or around July 4th at Smithville Lake; and

WHEREAS, the City of Smithville wishes to continue the tradition; and

WHEREAS, the City of Smithville desires to work with Premier Pyrotechnics for the fireworks display; and

WHEREAS, the contract will be extended for three additional years.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT, the Agreement for a fireworks display with Premier Pyrotechnics in substantially the form attached hereto as **Exhibit A**, incorporated in this resolution as if fully set forth herein, is hereby approved and the Mayor is authorized to execute the same on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of August 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Our Mission...

"A Dedication to Pyrotechnic Perfection"

TURN-KEY 3 YEAR CONTRACT FOR SERVICE

This contract is entered into this **July 24th, 2026**, by and between **Premier Pyrotechnics, Inc.** 25255 Highway K, Laclede County, Richland, MO 65556, telephone 417-322-6595, fax 573-213-2211, designated herein as the "Seller", and the **City of Smithville** designated as the "Buyer".

Seller will deliver to Buyer the fireworks on **July 4th, 2027, July 4th, 2028, and July 4th, 2029**, and /or will make necessary substitutions of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance with such Federal, State and Local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the standard practice of Seller. It is also agreed that **BUYER/SPONSOR** is responsible for checking the display area at first light for any unexploded materials. If such materials are located immediately contact Premier Pyrotechnics at 417-322-6595 for further instructions.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 70 feet per inch of the largest shell diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the total purchase price of **\$16,000.00** including sales tax if applicable with the option to adjust the purchase price of the displays. **The Buyer will pay 50% of the first year's total price on the date this contract is signed, UNLESS taking advantage of the early pay option then you MUST PAY IN FULL FOR THE FIRST CONTRACTED YEAR'S TOTAL PRICE PRIOR TO THE EARLY PAY DATE, this applies to each contracted year.** The remainder is to be paid within 10 days following the date of the display. In the event of a weather-related delay, Buyer agrees to pay an additional cost of not more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation the deposit is nonrefundable but will be held for a future display date. **All payments must be made to PREMIER PYROTECHNICS, INC and mailed to 25255 Hwy K, Richland, MO 65556.**

Early pay options are as follows: Payment received in full by December 1st, 2026, will receive an additional 15% product. Payment received in full by January 15th, 2027, will receive an additional 12.5% product. Payment received in full by March 1st, 2027, will receive an additional 10% product. Payment received in full by April 1st, 2027, will receive an additional 5% product. By signing a 3-year contract Premier Pyrotechnics will add an additional 5% product to your display.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%. This will be applied to the balance after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Laclede County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities, and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

SELLER: PREMIER PYROTECHNICS, INC.

BUYER: City of Smithville

BY: Nicky Sanderson

BY: _____ DATE: _____

DATE: July 24th, 2026

Print Name & Title

AUTHORIZED PURCHASER REPRESENTATIVE SIGNATURE: _____

In the event of Force Majeure, any deposits for payments will be carried forward to the next possible date agreed on between the client and Premier Pyrotechnics Inc. This contract may be subject to a Tariff surcharge.

Premier Pyrotechnics, Inc. 25255 Hwy K Richland, MO 65556 Phone: (888)647-6863 Fax: (573)213-2211