

VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2014-05

A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND  
FISCAL OFFICER TO EXECUTE A DISPLAY CONTRACT WITH ROZZI DBA  
ROZZIS' FAMOUS FIREWORKS FOR A FIREWORKS DISPLAY IN THE VILLAGE  
ON JULY 4<sup>TH</sup>, 2014

**WHEREAS**, the Council desires to have a fireworks display in the Village for its citizens on the 4<sup>th</sup> of July, 2014 and,

**WHEREAS**, Rozzi dba Rozzis' Famous Fireworks desires to provide such a 4<sup>th</sup> of July fireworks display, and has tendered a Display Contract to the Village for execution, a copy of which is attached hereto; and,

**WHEREAS**, the Display Contract price is \$ 6,100.00, subject to certain adjustments should the display be canceled or postponed; and,

**WHEREAS**, the Union Township Board of Trustees desire to participate in the said fireworks display, including paying one-half the costs under the terms of the Display Contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Display Contract subject to the Village Solicitor approving as to form.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Attest: Sharon Louallen Lionel H. Lawhorn  
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

|  |                             |
|--|-----------------------------|
| Rules Suspended: / /2014 (if applicable)                                     | Effective Date - / /2014    |
| Vote - ____ Yeas<br>____ Nays  |                             |
| First Reading - 3/6/14<br>Second Reading - 3/20/14<br>Third Reading - 4/3/14 | Effective Date - 03/20/2014 |
| Vote - <u>6</u> Yeas<br>____ Nays  |                             |

Prepared by and approved as to form:

BRUCE A. MCGARY  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: Bruce A. McGary  
Date: 03/20/2014  
      4/3/14

CERTIFICATE OF POSTING  
I, Sharon Louallen, Fiscal Officer of the Village of South Lebanon, Ohio do hereby certify I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report at five public places within the Village as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of Village of South Lebanon, Ohio.  
4-4-14 Sharon Louallen  
Date Sharon Louallen  
Fiscal Officer  
Village of South Lebanon,  
Ohio

**ROZZI dba ROZZIS' FAMOUS FIREWORKS  
DISPLAY CONTRACT**

This Agreement entered into this 24<sup>th</sup>, day of January, by and between **ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Village of South Lebanon, OH** ("Buyer")\WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 4<sup>th</sup>, day of July 2014, and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event. In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on **July 4<sup>th</sup>, 2014** at the location of Rogers Park, South Lebanon, OH
2. (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2006 edition, ORC §3743.54, FM 1307, and the local regulations required by the AHJ. Please specify a rain out date: \_\_\_\_\_
3. Rozzi's' shall obtain all necessary state and local permits as required by law.
4. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
5. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
6. Buyer agrees to pay Rozzi's' the sum of **\$6600.00** for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: **\$1320.00** upon the signing of this Agreement; the balance **\$5280.00** to be paid within 10 days after completion of the fireworks display.
7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
  - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.
  - (B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.
  - (C) Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

8. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2006 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2006 edition, ORC §3743.54; FM 1307 and local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.
9. This Agreement shall not be construed to create a partnership between the parties hereto.
10. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2014

SELLERS:

ROZZIS' FAMOUS FIREWORKS

By \_\_\_\_\_

Nancy M Rozzi

Its \_\_\_\_\_

President

BUYER:

\_\_\_\_\_

(Name of Buyer)

By \_\_\_\_\_

Its \_\_\_\_\_