

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015- 3

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 4TH, 2015

WHEREAS, the Council desires to have a fireworks display in the Village for its citizens on the 4th of July, 2015 and,

WHEREAS, Rozzi dba Rozzis' Famous Fireworks desires to provide such a 4th 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 \$6,600.00, 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 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: / /2015 (if applicable) Effective Date - / /2015

Vote - ___ Yeas
___ Nays

First Reading - 02/19/2015 Effective Date - 03/19/2015
Second Reading - 03/05/2015
Third Reading - 04/19/2015

Vote - 6 Yeas
___ Nays

Prepared by and approved as to form:

BRUCE A. MCGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: Bruce A. McGary
Date: 03/19/2015

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.

3-20-15 Sharon Louallen
Date Sharon Louallen
Fiscal Officer
Village of South Lebanon,
Ohio

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

This Agreement entered into this 11th, day of February 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 4th, day of July 2015, 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 4th, 2015 at the location of Rogers Park, South Lebanon, OH (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: _____
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. This Agreement shall not be construed to create a partnership between the parties hereto.
9. 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 19th day of March, 2015

SELLERS:

ROZZIS' FAMOUS FIREWORKS

By _____

Nancy M Rozzi

Its _____

President

BUYER:

Village of South Lebanon

(Name of Buyer)

By Gene H. Junior

Its Mayor

July 4th, 2015 Fireworks Display

The Village of South Lebanon, Ohio.

Opening Barrage 36

- 24 3" Titanium Salutes
- 12 3" Red, White and Blue Peonies

Four-Inch Display Shells 60

Assorted color peonies, peony with coconut pistil, twilight glitter, cosmic rain, silver to crackling, crystal cascade, red to silver ring, golden flashing to color, aqua with orange pistil, glittering silver to red, purple diadem, glittering color, falling leaves, gold spangle, midnight snow, brocade, brocade to color, gold palm tree, magnesium color comets, stars and whistles, stars and fish, stars and reports, tourbillions with reports, White flitter comets, gold flitter comets, corkscrew, two break with report.

Five-Inch Display shells 40

Assorted color peonies with tails, red to white flashing, red to crackling, golden peony with blue pistil, half red and half blue, dahlia, cluster of bees, yellow cascade, thousand assorted color, smiley face, green plume, diadem chrysanthemum with silver bees, popping brocade, three color changing with rising tail, silver crown with pistil, color palm trees, gold comet, silver comets, mosaic, farfalla with gold flitter pistil, willow with green leaves, star patterns, color crossettes, color strobe, double breaks, sky mines, magnesium color comets with strobe pistil, glitter blast, brite comets, firefly, go-getters.

Six Inch Display Shells 28

Assorted color peonies with tails, red to white flashing, red to crackling, golden peony with blue pistil, half red and half blue, dahlia, cluster of bees, yellow cascade, thousand assorted color, smiley face, green peony with small color flowers, azalea flower, silver wave to green bees, thousand color ring, green star with gold rain spokes, gold brocade waterfall, golden rain crossettes, sapphire blue to brocade, butterfly in circle, poinsettia, color palm trees, gold comet, silver comets, mosaic, double silver farfalla with gold flitter pistil, willow with green leaves, star patterns, color crossettes, color strobe, double breaks, sky mines, magnesium color comets with strobe pistil, glitter blast, brite comets, firefly, go-getters.

Special

1" 100 shot Cake 2
2.5" Multi Shot Cakes 1

"The Grand Finale"

72 2.5" Red, White and Blue Peonies
72 2.5" Assorted color peonies
48 3" Assorted color peonies
12 4" Color
5 5" Color
48 3" Titanium Salutes

The above program is valued at \$6,600.00 and shall be fired electrically and has an average duration of **15-20 minutes** and includes the following services:

Labor:

- **All technicians with Rozzi's are required to receive factory training on an annual basis.** In addition, these technicians are required to receive training by the state of Ohio every three years.
- All assistants are also required to receive factory training on an annual basis and are registered with the state of Ohio.
- Additional labor services include; site surveys, choreography, set up, tear down, clean up, and post display inspection to retrieve any unfired material.

Insurance:

Rozzi's standard insurance packages includes:

- Personal injury and property damage in the amount of **\$10,000,000.**
- Product liability in the amount of **\$10,000,000.**
- Workman's compensation
- Vehicle coverage in the amount of **\$10,000,000** as required by the Department of Transportation.

Transportation:

Fireworks are classified as a hazardous material by the Department of Transportation and are subjected to the following regulations:

- Training for employees who handle fireworks at our plant.
- Packaging must meet DOT requirements and are subject to testing and certification every two years.
- **Drivers of hazardous materials must carry a commercial drivers license and are subjected to random drug and alcohol testing. Typically the driver is also the lead pyrotechnician.**

Administrative:

Permit acquisition:

- Rozzi's will acquire the permit through the authority having jurisdiction and provide documentation as required by the state of Ohio.

Product preparation:

- **Before any fireworks material leaves our facility, it is tested and inspected for defects to ensure that it meets our high quality standards.**

If you have any questions regarding this proposal, please contact Joe Rozzi or at 513-683-0620.

Best regards,

Joseph P. Rozzi