

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-11**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE A DISPLAY CONTRACT WITH ROZZI'S
FAMOUS FIREWORKS FOR A FIREWORKS DISPLAY IN THE VILLAGE ON JULY
4TH, 2020 AND JULY 4TH, 2021, AND DECLARING AN EMERGENCY**

WHEREAS, the Council desires to have a fireworks display in the Village for its citizens on the 4th of July, 2020 and July 4th, 2021, and,

WHEREAS, Rozzi's 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 \$8,800.00 per display, 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.

WHEREAS, immediate action is required to process the deposit payment and secure the display for the July 4th, 2020 event, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds 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 recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. 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.

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.

Attest: Nicole Armstrong James D. Smith
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2020 (if applicable)

Effective Date – / /2020

Vote - 5 Yeas
_____ Nays

First Reading – / /2020

Effective Date – / /2020

Second Reading – / /2020

Third Reading – / /2020

Vote - _____ Yeas
_____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: 2/20 /2020

ROZZI dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT

This Agreement entered into this 18th, day of November 2019 by and between **ROZZI INC dba 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 2020 & the 4th, day of July 2021 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display 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, 2020 & July 4th, 2021 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 1123-2018 edition, ORC §3743.54. OAC 1307:7-7-56, and any 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 **\$8800.00 for the 2020 display and \$8800.00 for the 2020 display**, for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: **\$1760.00 due February 10th, 2020 the balance of \$7040.00** to be paid within 10 days after completion of each display.

July 4th, 2021 deposit of \$1760 due February 10, 2021 and balance of \$7,040. Due 10 days after completion of the display.
6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.
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 5 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.
8. 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.

9. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2006 edition, ORC §3743.54 OAC 1307:7-7-56 and any 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.
10. This Agreement shall not be construed to create a partnership between the parties hereto.
11. 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 _____, ~~2019~~ 2020

SELLERS:

ROZZIS' FAMOUS FIREWORKS

By _____

Nancy M Rozzi

Its _____

President

BUYER:

Village of South Lebanon

(Name of Buyer)

By _____

James D. Smith

Its Mayor

Approved as to form:
PAUL R. REVELSON
VILLAGE SOLICITOR
VILLAGE OF SOUTH LEBANON

Paul R. Revelson

Date: 2/20/2020