

ORDINANCE NO. 2007 - 177

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH ROZZI'S FAMOUS FIREWORKS AND ROZZI, INC., IN THE AMOUNT OF \$26,250.00, TO PROVIDE A FIREWORKS SHOW DURING THE CITY OF MASON'S "RED, RHYTHM & BOOM" FOURTH OF JULY CELEBRATION

WHEREAS, the City of Mason is hosting its annual Fourth of July Celebration for all residents of the community; and

WHEREAS, as part of the overall festivities, a fireworks show is scheduled to be one of the major highlights of the event; and

WHEREAS, the City has contracted for fireworks labor and services from Rozzi's Famous Fireworks, Inc., in the amount of \$13,125.00, in accordance with the terms of the proposal, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City has contracted for fireworks materials from Rozzi, Inc., in the amount of \$13,125.00, in accordance with the terms of the proposal, a copy of which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members thereto concurring:

Section 1. That the proposals of Rozzi's Famous Fireworks, Inc., and Rozzi, Inc., in the total amount of \$26,250.00 for fireworks materials, labor and services during the Fourth of July Celebration are hereby accepted.

Section 2. That the City Manager is hereby authorized and directed to enter into agreements with Rozzi's Famous Fireworks, Inc., and Rozzi, Inc., to provide fireworks materials, labor and services according to the specifications set forth by the City.

Section 3. That the Finance Director is hereby authorized and directed to pay Rozzi's Famous Fireworks, Inc., the sum of \$13,125.00 in accordance with the terms of the proposal.

Section 4. That the Finance Director is hereby authorized and directed to pay Rozzi, Inc., the sum of \$13,125.00 in accordance with the terms of the proposal.

Section 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 26th day of November, 2007.

Attest:


Clerk of Council


Mayor

**ROZZI, INC.
MATERIAL CONTRACT**


This Agreement entered into this 6th day of November 2007, by and between ROZZI, INC. (Rozzi, Inc) or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and Mason Parks & Recreation of Mason, OH ("Buyer")\WHEREAS, Rozzi, Inc. has submitted its proposal to furnish fireworks at an event to be held the 3rd day of July, 2008 and given by Buyer, and Buyer desires to hire Rozzi, Inc. to provide all the fireworks for the 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, Inc.** shall furnish the materials for the fireworks display on July 3, 2007 at the location of Pine Hills Lake Park of Mason, OH (Event Site)
2. Buyer agrees to pay Rozzi, Inc. The sum of \$ **13,125.00** for materials rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: \$ **0.00** upon the signing of this Agreement, the balance of \$ **13,1250.00** to be paid within 10 days after completion of the fireworks display.
3. Buyer and Rozzi Inc. agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi, Inc. in addition to the Contract Price sum in paragraph 2 above the following:
 - (A) 5% 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, Inc. the additional sum of 20% of the Contract Price.
- 3.1 Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi, Inc 30% of the Contract Price.
4. This Agreement shall not be construed to create a partnership between the parties hereto.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the _____, 2006.

SELLERS:
ROZZI, INC.

By _____
Its _____

BUYER:

(Name of Buyer)
By ERIC HANSON
CITY OF MASON
Its CITY MANAGER