

ORDINANCE NO. 2009 - 17

**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, seven 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 \$26,250.00 in accordance with the terms of the proposal.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 23<sup>rd</sup> day of February, 2009.

Attest:

  
Clerk of Council

\_\_\_\_\_  
Mayor

**ROZZI'S FAMOUS FIREWORKS, INC.**

**DISPLAY CONTRACT**

This Agreement entered into this **13<sup>th</sup>** day of February, by and between **ROZZI'S FAMOUS FIREWORKS, INC.** (Rozzi's) or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Mason Parks & Recreation of Mason, OH** ("Buyer")\WHEREAS, Rozzi's has submitted its proposal to display fireworks at an event to be held the **3<sup>rd</sup>** day of July, **2009** 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 3, 2009** at the location of **Pine Hills Lake Park of Mason 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:** None
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 **\$13,125.00** for **insurance, labor and services** rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **\$ 5250.00** upon the signing of this Agreement; the balance of **\$ 7875.00** 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) 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 were 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.
- 7.1 Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's 30% of the Contract Price.
8. 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 1123-2009 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, Buyer shall pay the cost incurred to meet those requirements.
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.

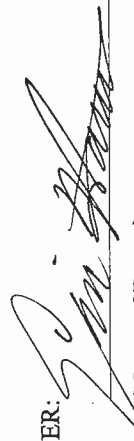
IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the **2<sup>nd</sup>** day of **February**, 2009.

SELLERS:

ROZZI'S FAMOUS FIREWORKS, INC.

By \_\_\_\_\_

BUYER:

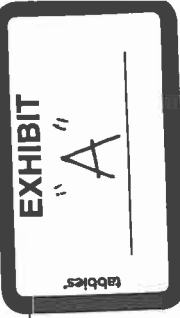


(Name of Buyer)

By ERIC Hansen, City Manager

Its \_\_\_\_\_

Its \_\_\_\_\_



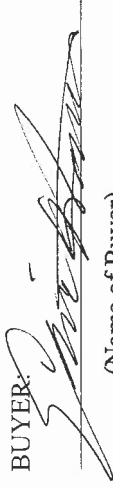
**ROZZI, INC.**  
**MATERIAL CONTRACT**

This Agreement entered into this 13<sup>th</sup> day of February, 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 3<sup>rd</sup> day of July, 2009 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, 2009 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 **\$ 13,125.00** 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 25 February, 2009.

SELLERS:  
ROZZI, INC.

BUYER:  


By \_\_\_\_\_  
Its \_\_\_\_\_

(Name of Buyer)  
By Eric Hansen, City Manager

By \_\_\_\_\_  
Its \_\_\_\_\_

