

RESOLUTION G2017-013

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN
A CONTRACT WITH ROZZI TO PURCHASE FIREWORKS FOR THE
FIRECRACKER FESTIVAL IN THE AMOUNT OF \$5,000.00**

~~WHEREAS~~, the Little Miami River Chamber of Commerce sponsors a fourth of July festival for the Symmes Township and Loveland Communities each year and has done so for many years; and

~~WHEREAS~~, the Little Miami River Chamber of Commerce decided to move the location of the festival to Home of the Brave Park last year and now would like to have that festival at Symmes Park on July 1, 2017; and

~~WHEREAS~~, the Little Miami River Chamber of Commerce has asked the Township to sponsor a portion of the festival to help with costs and the Trustees have indicated that they would like to again sponsor the fireworks portion of the festival; and

~~WHEREAS~~, the Trustees feel that it is in their best interest to provide community events and programming and to help those non-profit entities who also want to serve the community and provide for a family atmosphere; and

~~WHEREAS~~, the Township Administrator has reviewed this cost for the event and finds that it is a reasonable expense and will be great for the community; and

~~WHEREAS~~, the Township Trustees have decided to participate as a sponsor of the Firecracker Festival and pay for the fireworks portion of the event to help out the Little Miami River Chamber Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. The Symmes Township Trustees hereby authorizes the Township Administrator to sign a contract with Rozzi to purchase fireworks for the Firecracker Festival in the amount of Five Thousand Dollars and No Cents (\$5,000.00).

Section 2. The funds for this sponsorship shall be taken from the General Fund (#1).

Ms. Leis
Section 4. The Fiscal Officer is hereby authorized to make payment to Rozzi in the amount of \$5,000.00 (\$1,000.00 (20%) up front as a deposit and the remainder after the event).

Section 5. Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 6. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED APRIL 4, 2017 – RESOLUTION G2017-013

Vote Record: Ms. Leis *ayf* Mr. Bryant *aye* Mr. Beck *AYE*

BOARD OF TRUSTEES:

Jodie L. Leis

Jodie L. Leis, President

Kenneth N. Bryant

Kenneth N. Bryant, Vice President

Philip J. Beck

Philip J. Beck, Trustee

ATTEST:

Carol A. Sims

Carol A. Sims, Fiscal Officer

APPROVED AS TO FORM:

Kevin McDonough

Kevin McDonough, Law Director

ROZZI INC dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT

This Agreement entered into this 15th, day of February 2017 by and between ROZZIS' FAMOUS FIREWORKS (Rozzi's's) or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and Symmes Township Trustees ("Buyer") WHEREAS, Rozzi's's has submitted its proposal to display fireworks at an event to be held the 1st, day of July 2017, and given by Buyer, and Buyer desires to hire Rozzi's'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's shall furnish and shoot the fireworks display on July 1st, 2017 at the location of Home of the Brave Park Loveland, OH (Event Site) Rozzi's'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's shall obtain all necessary state and local permits as required by law.
3. Rozzi's'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'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's insurance company as the insurer.
4. Rozzi's'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's the sum of \$5,000.00 for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: \$1,000.00 due at the signing of this contract. The balance of \$4,000.00 to be paid within 10 days after completion of the fireworks display. Buyer agrees to pay all fire fees.
6. Buyer and Rozzi's's agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's'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'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'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's 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's's, and it is understood and acknowledged by Buyer that the decision of Rozzi's'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'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 4th day of April, 2017

SELLERS:

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

By Nancy M Rozzi

President

Its President

BUYER:

SYMMES TOWNSHIP

(name of Buyer)

By Kimberly Lapeere

Its Administrator