



319 Black River Lane
Lorain, Ohio 44052
440.204.2269
lorainport.com

DATE: August 16, 2021
TO: Board of Directors
FROM: Brad Mullins, Chairman, Board of Directors
SUBJECT: Meeting Notice

Please be advised that a Special Board Meeting has been scheduled for 4:45 p.m. on

Wednesday, August 18, 2021

Location:
Lorain Port and Finance Authority
319 Black River Lane
Lorain, OH 44052

cc: Mayor/Administration
City Council
Media

Lorain Port and Finance Authority
Board of Directors Special Meeting
Wednesday, August 18, 2021, at 4:45 p.m.
Port Offices

AGENDA

- I. Roll Call
- II. Report of Officers
 - A. Executive Director
 - 1. Contract with Rozzi Fireworks for Flowers in the Sky Tribute to Marie Bonaminio: Resolution No. 2021-__
Staff Presenter: Executive Director Tom Brown
- III. Adjournment

RESOLUTION NO. 2021-__

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A CONTRACT WITH ROZZI, INC. DBA ROZZIS' FAMOUS FIREWORKS FOR PROVISION OF PROFESSIONAL PYROTECHNICAL SERVICES FOR THE SEPTEMBER 4, 2021 FLOWERS IN THE SKY FIREWORKS TRIBUTE TO MARIE BONAMINIO.

WHEREAS, since 1990, the Lorain Port Authority has funded and coordinated the fireworks display along the waterfront in July to celebrate our nation's independence celebration for the enjoyment of the general public; and

WHEREAS, the Bonaminio Family sought out the assistance of the Lorain Port Authority as they are aware of the agency's experience with fireworks displays and agreed to reimburse the Lorain Port Authority the \$20,000 (Twenty Thousand Dollars) it will cost for the tribute to long-time Lorain Business Owner Marie Bonaminio; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lorain Port Authority:

SECTION I. That the Executive Director or his designee is hereby authorized to enter into a contract with Rozzi, Inc. dba Rozzis' Famous Fireworks for the provision of professional pyrotechnics services for the September 4, 2021 Flowers in the Sky Fireworks Tribute to Marie Bonaminio.

SECTION II. That the contract for said services, including insurance, material and labor, shall not exceed \$20,000.00 (Twenty Thousand Dollars).

SECTION III. It is found and determined that all formal proceedings and actions of this Board concerning and relating to the passage of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

Ayes:

Nays:

Abstain:

Adopted:

Brad Mullins, Chairman

Tom Brown, Executive Director

ROZZI, INC. dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT

This Agreement entered into this 12th day of August 2021 by and between **ROZZI, INC. dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box Loveland, Ohio 45140 and the **Lorain Port Authority City of Lorain 319 Black River Lane Lorain, OH 45052** ("Buyer) HEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 4th day of **September 2021** 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 **September 4th 2021** at the location of 301 Lakeside Ave, Lorain OH 44052 (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.
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 watercraft or other personal property that is parked or located or placed by others within 600' 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 **\$20,000.00 for insurance, material, labor and services** rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: A nonrefundable deposit of \$4000.00 to be paid upon the signing of this contract but no later than August 20th 2021 the balance to be paid within 10 days of completion of the fireworks display but no later than September 17th 2021.
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 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.
8. Should the event be canceled and no makeup 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 1123-2018 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, 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 this

Day of _____ 2021.

SELLERS:
 ROZZIS' FAMOUS FIREWORKS
 Nancy M Rozzi
 By _____

BUYER:

 (Name of Buyer)

It's President _____

ROZZI, INC.
10059 Loveland Madeira Rd
Loveland, OH 45140 US
5136830620
nancyrozzi@rozzifireworks.com
rozzifireworks.com

ROZZI
FIREWORKS

INVOICE

BILL TO

Tom Brown
Lorain Port Authority
319 Black River Lane
Lorain, OH 44052

INVOICE # 12842

DATE 08/13/2021

DUE DATE 08/20/2021

TERMS net 10 days

P.O. NUMBER

Deposit for 9/4/2021

SALES REP

Joe Rozzi

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/13/2021	Display Lorain Port Authority deposit	1	4,000.00	4,000.00

Thank you we appreciate your continued
business!

BALANCE DUE

\$4,000.00