

Community Development Committee
Meeting Minutes
January 24, 2019

The meeting was called to order at 3:30pm by Ted Haskins

Present: Ted Haskins, Lisa Evans, Sandy Russell
Staff: Michael Doss, City Manager; Fire Chief, Mark Baird; Finance Director, Pat Wirthlin;
Community Services Manager, Lori Pegg,
Visitors:

2019 Event Planning Discussion

Ms. Pegg presented the 2019 proposed event schedule (attached). The committee felt that the events were evenly spread out throughout the year and were well attended in 2018. Ms. Pegg noted that the Cincinnati Philharmonic event was in its first year and was a pretty big expense, the committee agreed to continue with the concert this year and see if we can increase the attendance. Last year there was a threat of rain, and it may have scared some people off.

Sparks in the Park is in its 3rd year and continues to grow. City volunteers have sold hamburgers and hotdogs in the past two years, which is a large undertaking for the limited staff and volunteers. Ms. Evans asked if a community group could do it this year, maybe a collaboration between youth groups in the City. Ms. Pegg will work to find a group to offer hamburgers and hot dogs. The committee also discussed charging a fee for vendors to set up at Sparks. Ms. Pegg noted that these are all small businesses in our community that took a chance on Sparks originally and some have invested in additional equipment and extra staff just for Sparks. For example, Padrinos purchased a new portable pizza oven that was used in 2018. She asks that we not charge a fee so we can continue to offer a good variety of food and hope to get additional sponsors to offset the cost of the event.

Mr. Doss asked for thoughts on Scarecrows on Main. Ms. Pegg noted that we did not have very many entries this year and City Staff and volunteers created several scarecrows to add to those that were entered. The committee agreed to discontinue Scarecrows on Main.

Rozzi Fireworks Contract for Sparks in the Park

Ms. Pegg presented the Rozzi Fireworks contract for Sparks in the Park. The display will be similar to last year and with no increase in cost.

The committee agreed to make a motion authorizing the Law Director to create and ordinance authorizing the City Manager to enter into a contract with Rozzi's Famous Fireworks in the amount of \$10,000 for Sparks in the Park.

Chief Cooper Memorial

Mr. Doss has been approached by several members of the community about a memorial for Chief Cooper. He suggested naming the firehouse after Chief Cooper, which the committee was in favor of.

Ms. Evans noted there is a firefighter memorial in Memorial Park There were pavers put in for the memorial by an Eagle Scout under the guidance of Chief Cooper. There is a monument there for fire fighters, maybe we add a bronze of Chief's helmet or something similar.

The FD has had discussion about naming the firehouse after Chief Cooper. There is a place on the front of the building to the left of where the antique truck sits. On the front of union townships station on old 74 they have architectural offset letters that spell out the naming of the firehouse. Chief Baird recommended it say: Chief John E Cooper Senior, Firestation 71. Chief Cooper poured his heart and soul into that Firestation and this community, Chief Baird can't think of anything that would be more appropriate than that. Chief Baird felt comfortable speaking on behalf of family that they don't expect anything but any acknowledgment of his contribution would be appreciated and endearing.

The committee agreed that is absolutely fitting and would like to memorialize him in a park as well. Staff and Council will brainstorm ideas and report back to the committee.

There being no other business, the meeting was adjourned at 4:15pm.

Respectfully submitted,

Lori Pegg

PUBLIC NOTICE

COMMUNITY DEVELOPMENT COMMITTEE MEETING

Chair: Ted Haskins

Committee Members: Lisa Evans and Sandy Russell

**Thursday, January 24, 2019 at 3:30 p.m.
Council Chambers, 745 Center Street, Milford Ohio**

AGENDA

- 2019 City of Milford Events Discussion and Planning
- Rozzi Fireworks Contract for Sparks in the Park
- Discussion of Chief Cooper Memorial
- All additional matters that may properly come before the committee

2019 City Events

Date	Event
Saturday, April 06, 2019	Easter Eggstravaganza
Saturday, April 14, 2018	Run for the Bottoms-5k (VV)
Friday, April 13, 2018	Spring litter cleanup, recycling and shred
Saturday, April 27, 2019	Arbor Day at Promont
Saturday, May 11, 2019	Second Saturday Music Sycamore
Saturday, May 11, 2019	Makers Market at Milford Main
Monday, June 03, 2019	Bikes in Bloom Kick Off--bikes in place by 5/31
5/15/19-5/16-19	Great Route 50 Yard Sale/Free Yard sale Weekend
Monday, May 27, 2019	Memorial Day Parade
Thursday, May 30, 2019	Frontier Days Parade
May 31-June 2	Frontier Days
Saturday, June 08, 2019	Picnic w the Pops
Saturday, June 16, 2018	Amazing Race/Ohio River Sweep
Saturday, June 30, 2018	Strawberry Moon Harvest Festival (VV)
Wednesday, July 03, 2019	Sparks in the Park
Saturday, July 13, 2019	Second Saturday Music--Garfield
Tuesday, August 06, 2019	National Night Out
Saturday, August 10, 2019	Second Saturday Music--Garfield
Saturday, August 18, 2018	Honey & Hops Festival (VV)
Saturday, September 14, 2019	Second Saturday Music--The Mondays
Saturday, September 08, 2018	Market to Market Relay??
Wednesday, September 11, 2019	remembrance at Fire House
9/14/19-9/15/19	Free yardsale weekend--Free community shred
Saturday, September 28, 2019	Art Affaire
Saturday, September 29, 2018	RPM Porsche Rally
Sunday, September 30, 2018	CycloX (VV)
Tuesday, October 01, 2019	Scarecrows on Main Kickoff
Saturday, October 05, 2019	Fall Festival @ Valley View
Nov 3 or 10	Toast to the View
Friday, November 09, 2018	TXRH lunch for miami ministries--canned goods
Friday, November 15, 2019	chili cookoff
Friday, November 29, 2019	Tree Lighting
11/29-11/30/2019	Hometown Holiday

**ROZZI Inc dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT**

This Agreement entered into this 11th, day of January 2019 by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and City of Milford 745 Center St, Milford OH ("Buyer") WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 3rd, day of July 2019, 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 3rd, 2019 at the location **Riverside Park, Milford 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 **\$10,000.00** for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: **\$2000.00** due February 10th, 2019. The balance of **\$8,000.00** to be paid within 10 days after completion of the fireworks 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 6 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 1123-2018 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, 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

SELLERS:

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

By _____

President

Its _____

BUYER:

(name of Buyer)

By _____

Its _____

ROZZI, INC.
PO Box 5
Loveland, OH 45140 US
5136830620
nancyrozzi@rozzifireworks.com
rozzifireworks.com

ROZZI
FIREWORKS

INVOICE

BILL TO

Lori Pegg
City of Milford
745 Center Street Suite
200
Milford, OH 45150

INVOICE # 11847
DATE 01/11/2019
DUE DATE 02/10/2019
TERMS net 10 days

SALES REP
Joe Rozzi

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/03/2019	Deposit City of Milford deposit	1	2,000.00	2,000.00

Thank you we appreciate your continued
business!

BALANCE DUE

\$2,000.00