

## **PUBLIC NOTICE**

### **COMMUNITY DEVELOPMENT COMMITTEE MEETING**

*Chair: Ted Haskins*

*Committee Members: Kyle Mitchell, Ben Redman*

**Monday, May 10, 2021 at 4:30 p.m.**

**Council Chambers, 745 Center Street, Milford Ohio**

### **AGENDA**

Call to Order

Proceedings: Approval of the April 15, 2021, Community Development Committee Minutes

Agenda Items:

- Discussion: Proposed Park and Recreation Levy
- Agreement with ArtWorks Cincinnati RE: Ruthven Mural Project
- And all additional matters that may properly come before the committee

Adjourn

**Community Development Committee  
Meeting Minutes  
April 15, 2021**

Mr. Haskins called the meeting to order at 6:04 p.m.

Present: Ted Haskins, Kyle Mitchell and Ben Redman

Staff: City Manager, Michael Doss

Visitors: Several residents

*Proceedings: Approve the proceedings from the January 13, 2021 Community Development Committee Minutes. Mr. Redman made a motion to approve. Seconded by Mr. Mitchel.*

**Jim Terrell Park and Jonas Memorial Park Parking Lot Paving Quotes**

Mr. Doss provided the Committee with three quotes to asphalt pave the existing and expanding parking lots at Jim Terrell Park and Jonas Memorial Park. The quotes are as follows: J.K Meurer Company for \$23,755, Neyra Paving for \$23,805 and Pinnacle Paving for \$24,641. Mr. Doss reminded the Committee that the City receive a grant from Clermont County Parks and Recreation in the amount of \$10,000 to assist with the paving projects. Mr. Doss emphasized that the new parking lots will assist with increase recreational activities along the Little Miami River and Jonas Memorial Park. The parking lot expansion at Jim Terrell Park should also assist with congestion related to park patrons dropping off canoe/kayaks.

Mr. Doss recommended to the Committee J.K Meurer Company for asphalt paving services in the amount of \$23,755.

Without further Committee discussion....

***The Committee agreed to recommend that the Law Director draft an ordinance authorizing the City Manager to enter into a contract with J.K Meurer Company in the total amount of \$23,755 for asphalt paving services for Jim Terrell Park and Jonas Memorial Park.***

**Jonas Landing Discussion**

Mr. Doss presented the Committee with an opportunity to capitalize on the natural formed sand bar developed along the banks of the Little Miami River adjacent to Jonas Memorial Park. Mr. Doss stated that the area is approximately 100 ft long and 20 feet wide with sand and relatively smooth river rock. The area is already being sparsely used by individuals for fishing, canoe/kayak launching and sunbathing. Mr. Doss would like to utilize the area to expand usage of the beach area to attract local and visitors to downtown Milford. Mr. Doss stated that in recent years the City has expressed a desire to utilize the Trailhead and Little Miami River as both a recreational asset and an economic development driver for Milford.

Mr. Doss envisions the City marketing the area and providing chair rentals for patrons, an exclusive picnic area and light concessions. The aforementioned items could easily be removed in the event of a flood on the Little Miami River. The City would use part-time summer help to assist with servicing Jonas Landing.

Mr. Redman stated that he appreciates the forward thinking and the concept to attract more individuals to downtown Milford, but he is concerned with the limited amount of parking to accommodate the proposed beach landing. He would much rather prefer for the interest to occur more organically than be advertised and marketed by the City.

Mr. Doss emphasized that patrons could use the parking lot at Riverside Park and ultimately the walking path to access the beach landing. He also stated that the City would encourage Milford residents to walk or bicycle to the beach landing area at Jonas Memorial Park.

Rebecca Shundich and Darryl Donovan spoke about canoe and kayaks emphasizing their concern for the traffic on the banks of the Little Miami River for the Little Miami Brewing Company. Ms. Shundich stated that 30 feet of the bank is protected federal land. Mr. Donovan stated that the bank is being eroded by the amount of canoe and kayak traffic downhill from the brewery.

Mr. Mitchell and Mr. Haskin expressed interest in the proposed Jonas Landing area but share some of the concerns brought forth by Mr. Redman.

***The Committee agreed to advance the Jonas Landing concept to City Council for further discussion.***

There being no further business, the meeting adjourned at 6:40 p.m. with a motion from Mr. Redman, Seconded by Mr. Haskins. All agreed.

Respectfully submitted,  
Michael Doss, City Manager

“These minutes have been approved and adopted by Mr. Mitchell, Mr. Haskins and Mr. Redman on April 16, 2021”

## CLERMONT COUNTY

ENTITY:

### *City of Milford*

ASSESSED VALUATION:

\$ 187,554,290 (Including Hamilton County)

BASED ON TAX YEAR

2020

TAX RATE

1.000000

(NEW LEVY)

LENGTH

5 yrs

LEVY PURPOSE:

Public Services

#### NEW

MARKET VALUE	\$ 50,000.00	\$ 100,000.00	\$ 150,000.00	\$ 200,000.00	\$ 250,000.00
ASSESSED VALUE (35%)	\$ 17,500.00	\$ 35,000.00	\$ 52,500.00	\$ 70,000.00	\$ 87,500.00
COST TO HOMEOWNER	\$ 17.50	\$ 35.00	\$ 52.50	\$ 70.00	\$ 87.50

ESTIMATED ANNUAL TAX REVENUE

\$187,554.29

BASED ON TAX YEAR

2020

TAX RATE

1.250000

(NEW LEVY)

LENGTH

5 yrs

LEVY PURPOSE:

Public Services

#### NEW

MARKET VALUE	\$ 50,000.00	\$ 100,000.00	\$ 150,000.00	\$ 200,000.00	\$ 250,000.00
ASSESSED VALUE (35%)	\$ 17,500.00	\$ 35,000.00	\$ 52,500.00	\$ 70,000.00	\$ 87,500.00
COST TO HOMEOWNER	\$ 21.88	\$ 43.75	\$ 65.63	\$ 87.50	\$ 109.38

ESTIMATED ANNUAL TAX REVENUE

\$234,442.86

BASED ON TAX YEAR

2020

TAX RATE

1.500000

(NEW LEVY)

LENGTH

5 yrs

LEVY PURPOSE:

Public Services

#### NEW

MARKET VALUE	\$ 50,000.00	\$ 100,000.00	\$ 150,000.00	\$ 200,000.00	\$ 250,000.00
ASSESSED VALUE (35%)	\$ 17,500.00	\$ 35,000.00	\$ 52,500.00	\$ 70,000.00	\$ 87,500.00
COST TO HOMEOWNER	\$ 26.25	\$ 52.50	\$ 78.75	\$ 105.00	\$ 131.25

ESTIMATED ANNUAL TAX REVENUE

\$281,331.44

# Levy Timeline 2021

## May

Date	Time	Event	Purpose	Ordinance
5/4/2021	5:30 PM	Council Work Session	Discussion: Nature of Levy Recommend Ordinance #1 Ordinance of Necessity?	Ordinance #1
Between 5/10/2021 and 5/14/2021	TBD	Committee Meeting (If Ordinance #1 not yet proposed)	Recommend Ordinance #1 Ordinance of Necessity	Ordinance #1
5/18/2021	7:00 PM	Council Meeting	Vote on Ordinance #1 Ordinance of Necessity (1 Vote, Adopt Same Night)	Ordinance #1
5/19/2021		City Staff Action	Submit to County: Ordinance #1	Ordinance #1
Between 5/21/2021 and 6/2/2021		County Auditor Reply	Auditor Certificate of Revenue should arrive by now We need this for Ordinance #2	

## June

Date	Time	Event	Purpose	Ordinance
Between 6/7/2021 and 6/11/2021	TBD	Committee Meeting	Recommend Ordinance #2 Levy Ordinance	Ordinance #2
6/15/2021	7:00 PM	Council Summer Meeting	Vote on Ordinance #2 Levy Ordinance (1 Vote, Adopt Same Night)	Ordinance #2
6/16/2021		City Staff Action	Submit to County: Ordinance #2	Ordinance #2

## July

Date	Time	Event	Purpose	Ordinance
7/20/2021	7:00 PM	Council Summer Meeting	Open	
Between 7/21 or earlier and 7/30/2021		City Staff Action	Submit to County: 1. Auditor Certificate of Revenue 2. Ordinance #1 3. Ordinance #2	Ordinances #1 & #2



# Opinion of Probable Construction Cost

Component Description	Anticipated Cost Range	
SITE RELATED COSTS		
Demolition	\$ 70,000.00	\$ 80,000.00
Site Prep/Excavation	\$ 27,000.00	\$ 35,000.00
Erosion Control	\$ 3,500.00	\$ 5,000.00
Parking Lot Paving	\$ 140,000.00	\$ 150,000.00
Hardscape/Signage/Lighting	\$ 980,000.00	\$ 1,100,000.00
Softscape	\$ 54,000.00	\$ 57,000.00
Site Amenities	\$ 345,000.00	\$ 360,000.00
Site Utilities	\$ 205,000.00	\$ 225,000.00
Total Site Related Cost Range	\$ 1,824,500.00	\$ 2,012,000.00

<b>BUILDING RETLATED COSTS</b>		
Gateway Structures (Cost for 3 Locations)	\$ 85,000.00	\$ 120,000.00
Clock Tower	\$ 825,000.00	\$ 1,000,000.00
Pavilion with trellis components	\$ 1,250,000.00	\$ 1,500,000.00
<b>Total Building Related Cost Range</b>	<b>\$ 2,160,000.00</b>	<b>\$ 2,620,000.00</b>

<b>Sub-Total of Site and Building Related Cost Range</b>	<b>\$ 3,984,500.00</b>	<b>\$ 4,632,000.00</b>
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General Conditions at 10% of Hard Construction Costs	\$ 398,450.00	\$ 463,200.00
<b>Sub-Total including General Conditions</b>	<b>\$ 4,382,950.00</b>	<b>\$ 5,095,200.00</b>

CM/GC Fee at 5%	\$ 219,147.50	\$ 254,760.00
<b>Total anticipated Cost of Construction Range</b>	<b>\$ 4,602,097.50</b>	<b>\$ 5,349,960.00</b>

<b>Contingencies</b>		
Concept Design Contingency at 5%	\$ 230,104.88	\$ 267,498.00
Construction Contingency at 10%	\$ 460,209.75	\$ 534,996.00
Owner Contingency @ 5%	\$ 230,104.88	\$ 267,498.00
<b>Total Contingency</b>	<b>\$ 920,419.50</b>	<b>\$ 1,069,992.00</b>

<b>Total Anticipated Opinion of Probable Construction Cost Range</b>	<b>\$ 5,522,517.00</b>	<b>\$ 6,419,952.00</b>
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<b>Anticipated Soft Cost 10% (Design, FF&amp;E, Survey, Legal, etc)</b>	<b>\$ 556,495.00</b>	<b>\$ 606,660.00</b>
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<b>Total Anticipated Project Cost</b>	<b>\$ 6,079,012.00</b>	<b>\$ 7,026,612.00</b>
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## Strategic Partner Agreement

### Judy & John Ruthven Foundation & ArtWorks FY21 Ruthven Mural

April 14, 2021

## PROJECT OVERVIEW

ArtWorks' mission is to transform people and places through investments in creativity. ArtWorks seeks to bring its expertise in mural painting to Historic Milford and engage local artists and youth to create site specific art for the community. ArtWorks will partner with the Judy & John Ruthven Foundation ("Strategic Partner"), to employ 10 local Youth Apprentices to work under the direction and mentorship of 4 Teaching Artists to create a 2,500 square foot mural painted directly on the east elevation of the retaining wall property\* at the intersection of Wooster Pike and Glendale Milford Road. The execution of this project will begin June 2021 and conclude with a project dedication in Fall 2021 or such date as agreed upon by the Parties.

## AGREEMENT & RESPONSIBILITIES

### ArtWorks will:

- Provide expertise in outdoor mural-painting.
- Provide administrative responsibilities, as well as management of costs associated with project development & artistic management, recruitment & hiring, materials, and other miscellaneous production expenses.
- Recruit and hire 4 professional artists and 10 Youth Apprentices to complete the project.
- Provide all materials and equipment necessary to complete the project, including scaffolding, and engage all necessary service providers in obtaining such equipment or materials. This does not include materials and equipment required for traffic re-routing/ barriers/etc.
- Obtain all necessary City permits and engineering approvals and provide certificates of insurance (listing Partner as additional insured for project site.) This does not include permits and approvals required for traffic re-routing/ barriers/etc.
- Lead securing of storage space, restroom, water source, and electrical source for artistic team.
- Lead the identification and securing of a working "studio" space for the artistic team.
- \*In the event that property location is deemed inaccessible or infeasible for the project for any reason, ArtWorks will work with Partner to identify and secure a back-up site location.
- Invite the project steering committee and Partner's employees to ArtWorks program events, including summer tours and mural dedications.
- Collaborate with Partner to market and promote the project and partnership.
- Promote the project on ArtWorks' website, online newsletter, and other print materials.
- Maintain communications with Partner about project updates while the project is underway.





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- Create and install a permanent plaque to acknowledge Partners and Artists, including the mural title and a brief description of the mural.
- Assist Partner in scheduling, planning, and promoting the project dedication celebration.

#### Partner will:

- Provide financial support for the project in the amount of \$100,000.
- Provide access to and guidance on the selection of existing artworks by John Ruthven to be translated to the mural outcome.
- Assist in securing storage space, restroom, water source, and electrical source for artistic team.
- Assist with the identification and securing of a working "studio" space for the artistic team.
- \*Lead all conversations, planning, and execution with the City of Milford to arrange for any and all necessary traffic barriers, traffic re-routing, etc. to take place prior to any work beginning on site.
- \*In the event that property location is deemed inaccessible or infeasible for the project for any reason, Partner agrees to work with ArtWorks to identify and help secure a back-up site location. Partner acknowledges that changes in project site location may impact the project timeline and budget.
- Alert nearby businesses and residents of the project and invite participation as appropriate.
- Promote the project in company newsletters and/or website.
- Maintain regular communication with ArtWorks Staff.
- Plan and coordinate a project dedication/celebration once the project is complete.
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\*Partner/City of Milford must confirm plan for traffic barriers/safe working conditions with ArtWorks prior to any on-site work taking place.

#### Design Input

Partner will provide design input during the **Final Design Phase**.

- ArtWorks, under the guidance and direction of the Partner, will work to identify 6-8 options from John Ruthven's existing portfolio to adapt into the final mural design. These selections will highlight and primarily feature Mr. Ruthven's focus on local and exotic birds.
- ArtWorks will then work with the Lead Artist on the project to adapt the portfolio selections into a Final Design rendering of the mural.
- Partner will have the opportunity to provide feedback on the Final Design, which shall include 1-2 moderate design revisions.
  - A moderate design revision can be defined as up to 50% variation in design, for example a change in color/palette or the request for removal, addition, or substitution of a (single) component.
  - Significant design revision will be evaluated by Artist and ArtWorks and may require addition fees for Artist's time. This includes any variation that modifies the original design by more than 50%. In this instance, additional design changes may incur additional expenses. Requests will be issued via a change order invoice.
- **Work Scope Review:** upon receiving Partner's approval of the Final Design, ArtWorks will review the project timeline and work scope, and may recommend additional support be added (time or talent) to the production schedule and production plan, in order that the work to be completed on-time and to a high-quality finish. Should it be deemed necessary to add additional time or artistic staff, the project budget and/or timeline will be impacted accordingly. All recommended changes



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will be outlined in a Change Order request and will be submitted to the Partner within thirty days (30) of final design approval.

### Design Rights & Ownership

- Upon Final Design selection, completion, and acceptance of the work, the individual works will remain the intellectual property of John Ruthven.
- Upon Final Design selection, completion, and acceptance of the work, the full mural design will remain the intellectual property of the selected Lead Teaching Artist. Partner agrees to credit the image and relationship to the Artist and project, and will receive no commercial rights.
- Partner will be granted the rights to use images of the executed design in promotional materials, on the individual party's website, and for any other non-commercial use to promote the nature of its business. Partner agrees to waive all rights to the design and must seek permission of ArtWorks to use images of the Work created in any commercial manner. An additional licensing fee may be negotiated with ArtWorks.

### Crediting & Media Relations

- ArtWorks will serve as the primary liaison and contact to help initiate and respond to media inquiries related to Services performed. Partner agrees to coordinate with ArtWorks in advance of any promotional or press activities to communicate about Services performed. Partner also agrees to relay any media inquiries about Services performed to ArtWorks first to ensure the media message is unified and that the Parties and project processes are accurately communicated.
- With ArtWorks and Artist, credit the image and relationship, and recognize Artist by using an agreed-upon artistic credit when using the design for marketing and other non-commercial uses (i.e. [Title in Italics] © [Year] ArtWorks / [Artist's Name] / [Address] / in partnership with [Partner Name] / photo by [Photographer's Name]).
- Utilize ArtWorks' boilerplate and/or PR media guidelines and seek assistance from ArtWorks' Communications Team regarding media-related interviews, articles, and social media posts.

### Limitation of Liability & Indemnification

Each Party (the "Indemnifying Party") will, if promptly notified by the other and given the right to control the defense and approve any settlements, Indemnify the other Party from and against all Lawsuits arising out of: (i) any breach of this Agreement by the Indemnifying Party, or (ii) any violation of law by the Indemnifying Party. For the purposes of this section, "Lawsuit" includes any and all third-party lawsuits, actions, losses, claims, damages, expenses, or liabilities (including reasonable attorneys' fees and expenses); "Indemnify" means to indemnify, defend, and hold harmless; and references to the Parties include their parent companies, subsidiaries, affiliated companies, officers, directors, and employees.



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## PROJECT TIMELINE

All dates listed below are estimates. If any milestones are delayed, other project dates/deadlines will be impacted accordingly. Expenses will not be incurred until a signed partner agreement and full funding commitment have been received by ArtWorks.

### April 2021

Early Month	Site Survey Complete
Mid Month	<b>Partnership Confirmed via Signed Partner Agreement First Payment Milestone (25%)</b>
Late Month	Curatorial Process & Design Selections Identified Professional Artist & Youth Apprentice Recruitment Partner to Begin Conversations with City of Milford Regarding Traffic Barriers, Approvals, etc.

### May 2021

Early Month	Lead Artist & Final Design Approval Studio & Storage Confirmed COC Site Permits Submitted
Mid Month	Equipment & Supplies Procurement <b>Second Payment Milestone (50%)</b>
Late Month	Site Preparations – Scaffolding Installation & Wall Prep Traffic Barriers Installed by City of Milford

### June - August 2021

Early June	ArtWorks Summer Program / Team Work Begins Orientation & Enrichment
Early August	Team Work Complete
Mid-Late August	Equipment & Supplies Removed Site Clean-Up/Scaffolding Removal <b>Final Payment Milestone (25%)</b>

### Late August - October 2021

Late September	Project Dedication/Celebration
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## BUDGET

All figures listed below are estimates on direction provided by the Partner. In the event that the Partner desires additional scope, design, or material modifications, ArtWorks will evaluate the new requirements and provide estimates for additional costs. Additional costs will be outlined in a change order documenting the incremental scope of work and will be provided to the Partner for approval. Budget is subject to change, with signed agreement from both Parties.

Total Project Budget: \$100,025

Partner's Share: \$100,000

## PAYMENT SCHEDULE

It is agreed that ArtWorks will be paid a total of \$100,000 for all labor, materials, and administrative management related to services to be performed pursuant to this Agreement. Payment shall be made upon receipt of ArtWorks invoices according to the following payment schedule. Payment is to be remitted upon receipt of invoice or additional charges may be incurred:

- \$25,000 (25%) due upon signing (net 30).
- \$50,000 (50%) by May 15, 2021.
- \$25,000 (25%) by August 30, 2021

## Change Orders

Any approved change orders will be included in this contract as an addendum.

## Maintenance

Upon completion, ArtWorks is not responsible for maintaining the work. Partner is requested to inform ArtWorks of any damages that may occur, including but not limited to vandalism, damage by vehicles, or an act of nature. Partner is also requested to inform ArtWorks of any planned changes in ownership or plans to develop around the mural site.

## Cancellation Policy

ARTWORKS MAY TERMINATE THIS AGREEMENT FOR ANY REASON UPON THIRTY (30) DAYS' WRITTEN NOTICE TO PARTNER, AND PARTNER SHALL HAVE NO FURTHER OBLIGATIONS HEREUNDER. ARTWORKS WILL RETAIN ALL FUNDING ASSOCIATED WITH WORK COMPLETED AND PARTNER SHALL HAVE NO FURTHER OBLIGATIONS HEREUNDER. PARTNER IS EXTENDED THE RIGHT TO TERMINATE THIS AGREEMENT WITH



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THIRTY (30) DAYS' WRITTEN NOTICE TO ARTWORKS. IN THE EVENT THAT EITHER PARTY TERMINATES THE AGREEMENT, ARTWORKS WILL RETAIN ALL FUNDING PREVIOUSLY RECEIVED AND WILL BILL FOR ANY ADDITIONAL FEES ASSOCIATED WITH WORK ALREADY PERFORMED.

Judy & John Ruthven Foundation Representative

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Org. Entity: \_\_\_\_\_

Org. Address: \_\_\_\_\_

Org. Phone: \_\_\_\_\_

Org. Email: \_\_\_\_\_

Date: \_\_\_\_\_

Art Opportunities, Inc.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**We look forward to working with you!**

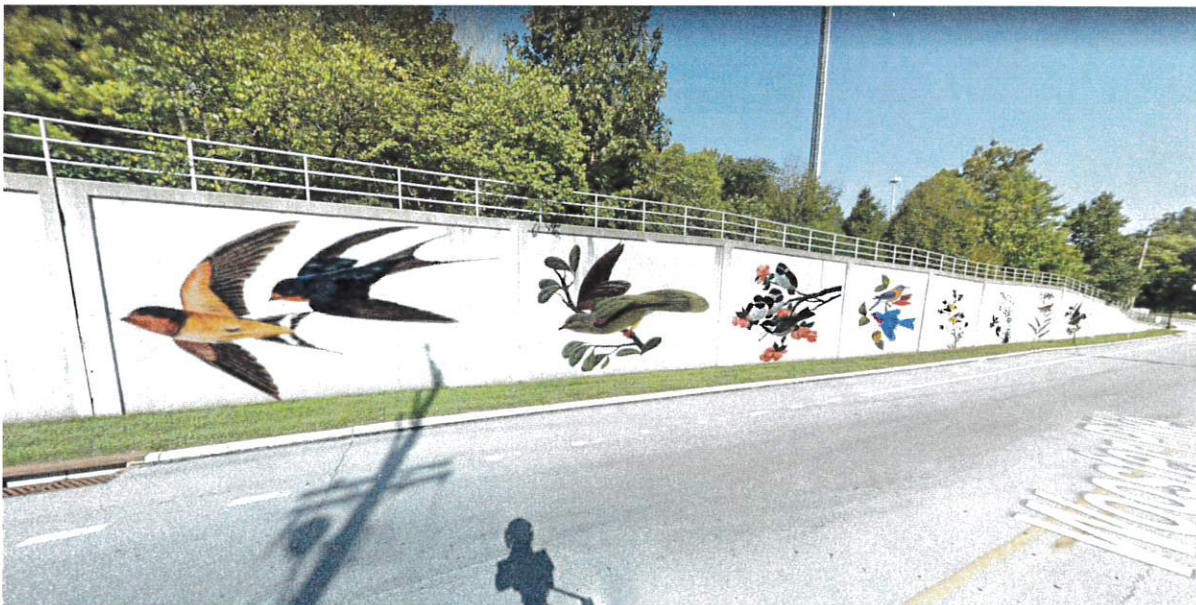


# ArtWorks

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## EXHIBITS:

### A. Site Opportunity & Potential Artwork Style/Direction\*



\*Not Final Design



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**B. Building Owner Permission (City of Milford)**

Property Owner Name: \_\_\_\_\_  
First Last

Preferred Mailing Address: \_\_\_\_\_  
Street Apt.

City State Zip

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

As the Property Owner of \_\_\_\_\_, I, \_\_\_\_\_,  
(Property Address) (Name of Property Owner)

give Art Opportunities, Inc., d/b/a ArtWorks, its employees, partners and contractors, permission to install a work of art on my property.

I understand that a work of art by ArtWorks is an investment of time and public dollars and will be an asset to my property and the \_\_\_\_\_ neighborhood.  
(Neighborhood)

I agree to be a good steward and neighbor, and will notify ArtWorks regarding any maintenance concerns, changes in ownership, or in the event that mural requires removal for any reason.

I acknowledge that once scaffolding is erected (on my property) ArtWorks is liable for the project site, and I hereby agree not to access the project site and scaffolding area, and to prohibit access by my agents, contractors, and/or partners, without prior coordination and approval from ArtWorks.

I acknowledge that in the event ArtWorks or Partner determines change in location or timeline, I will be notified of the change in writing.

I would like the ArtWorks-provided insurance certificate to acknowledge the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Entity

Property Address

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_