

UNION TOWNSHIP – WARREN COUNTY

BOARD OF TRUSTEES – Regular Meeting – February 20, 2024

CALLING THE MEETING TO ORDER: The regular meeting of the Union Township Board of Trustees was called to order by Chairperson of the Board, Chris Koch on Tuesday, 2/20/24 at 6:00 p.m. at the Union Township Building. Trustees in attendance: Fred Vonderhaar, Chris Koch, & Rhonda Cockerham. The prayer was led by Mrs. Cockerham. Mr. Vonderhaar led everyone in The Pledge of Allegiance.

PUBLIC SPEAKER(S): Mr. Tom Able & Ms. Sharee Dick of 1921 Wood Road, spoke of a possible zoning violation of a neighboring property at 1937 Wood Road that they would like the Trustees to investigate.

POLICE SUMMARY: Sergeant Adams said he thought the semi-truck issue around Columbia & Turtlecreek Roads has slowed down quite a bit. He stated the City of South Lebanon had approved installing five additional Flock cameras, making a total of ten. Sergeant Adams spoke of the value of these cameras in assisting his department concerning crime in the area.

ROAD SUPERINTENDENT’S REPORT: Mr. Sandlin said he had some complaints about the turning lane into the Riverwalk Subdivision that he was going to reach out to Warren County as it is a county road. He reported they completed the berm on Turtlecreek Road and noticed a section of guardrail that needs replaced. Mr. Sandlin asked the Trustees if they had been out to check on any needed road repairs. Mr. Vonderhaar stated he had not yet but mentioned holes on Shawhan Road, and Mr. Sandlin said his department could repair that area.

CHIEF’S REPORT: Chief Napier presented an agreement (see attached) between the City of South Lebanon & Union Township to split the total of \$10,000.00 each year 2024 thru 2026 for the annual Rozzi Firework Display. Mr. Vonderhaar made a motion to proceed with the fireworks agreement, seconded by Mrs. Cockerham. The motion was carried by all “yeas”. Chief Napier stated there is a public open house concerning the State Route 48 Improvement Study Results (see attached). Chief Napier mentioned his department would like to participate in the annual Easter egg hunt and the Trustees agreed.

FISCAL OFFICER’S REPORT: The Fiscal Officer presented the bills to pay, fund status, cemetery deeds, etc. thru February 20, 2024. All were signed and approved by Mr. Vonderhaar, Mr. Koch, & Mrs. Cockerham. Mrs. Lamb stated Major Arrasmith would like to attend the Union Township Trustees’ Meeting on 4/15/24 to review the Greater Warren County Drug Task Force’s Annual Report.

NEW BUSINESS: Mr. Vonderhaar made a motion to accept the minutes from the regular meeting held on 2/5/24, seconded by Mr. Koch. The motion was carried by all “yeas”. Mr. Vonderhaar made a motion to accept the minutes from the special meeting held on 2/12/24, seconded by Mr. Koch. The motion was carried by all “yeas”. Mr. Vonderhaar stated the Warren County Township Association would like to use the Union Township building in March for the scholarship program review, which no one had any objections.

Mrs. Cockerham made a motion to pay the bills, seconded by Mr. Vonderhaar. The motion was carried by all “yeas”.

Mr. Koch made a motion to remain the Warren County Regional Planning representative with Mr. Vonderhaar as the alternate, seconded by Mrs. Cockerham. The motion was carried by all “yeas”.

ADJOURNMENT: There being no further business, Mr. Koch made a motion, seconded by Mr. Vonderhaar to adjourn the meeting at 6:23 p.m. The motion was carried by all “yeas”. The next regular meeting will be held on Monday March 4, 2024, at 6:00 p.m.

ROZZI dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT
THREE YEAR 2024-2025-2026 (revised)

This Agreement entered into this **5th day of February 2024** by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **City of South Lebanon, OH** ("Buyer") \WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the **4th, day of July 2020 & the 4th, day of July 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 **July 4th, 2024, 2025 and 2026 at the location of Rogers Park, South Lebanon, 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 the each display 2024, 2025 and 2026** for insurance, material, labor and services rendered in the setup and firing the fireworks display for a total contract price of \$ 30,000.00. ("Contract Price"). Payment shall be made as follows: a nonrefundable deposit of **\$2000.00 is due upon signing of this contract but no later than February 20th, 2024, the balance of \$ 8000.00 is due within 10 days of completion of the fireworks display but no later than July 14th, 2024. In regard to 2025 and 2026 a nonrefundable deposit of \$ 2000.00 is due February 10th of the applicable year the remaining balance due within 10days of completion of the fireworks display but no later than July 14th of the applicable year.**
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 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 1123-2006 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 _____, 2024

SELLERS:
ROZZIS' FAMOUS FIREWORKS

By _____
Nancy M Rozzi
Its _____
President

BUYER:
City of South Lebanon

(Name of Buyer)
By _____
Linda Burke
Its Mayor _____

Robert Napier

From: Brigano, Dominic M. <Dominic.Brigano@co.warren.oh.us>
Sent: Monday, February 19, 2024 2:09 PM
Subject: FW: Warren County: Warren County TID, ODOT Invite Public to Review S.R. 48 Improvement Study Results

From: Ohio Department of Transportation <OhioTransportation@info.dot.ohio.gov>
Sent: Friday, February 16, 2024 4:42 PM
To: Brigano, Dominic M. <Dominic.Brigano@co.warren.oh.us>
Subject: Warren County: Warren County TID, ODOT Invite Public to Review S.R. 48 Improvement Study Results

Having trouble viewing this email? [View it as a Web page](#)



Public Invited to Review S.R. 48 Improvement Study Results

Warren County (Friday, February 16, 2024) - In partnership with the Ohio Department of Transportation (ODOT), the Warren County Transportation Improvement District (WCTID), invites residents, businesses and those who frequent the 1.5-mile stretch of state Route 48 between Ridgeview Lane/Saddle Creek Lane and Mason-Morrow-Millgrove Road to review current results from an ongoing feasibility study evaluating widening options for the roadway and bridges over the Little Miami River and Turtle Creek.

Those interested in reviewing the study results and providing feedback are welcome to attend the public open house on Wednesday, March 13, 6:30-8:30 p.m., at South Lebanon Elementary School, 50 Ridgeview Lane, in Maineville. The public is invited to stop in anytime within the two-hour open house. A virtual option for viewing the alternatives that are being recommended for consideration and providing feedback will be available and published closer to the meeting date. The materials available for viewing will be the same at the in-person open house and the virtual open house, as well as the opportunity for questions and comments.

"We welcome the public's input on this exciting project," said Neil F. Tunison, Warren County Engineer. "We realize there is major congestion and safety concerns along this corridor of S.R. 48 and the feasibility study is the first step towards addressing the issues.

Public input is a critical component for the success of the project, and we encourage everyone to learn more about it and provide feedback.”

The project team, which has evaluated existing corridor conditions, will share alternatives being considered for widening of S.R. 48 to improve traffic flow and safety. They will be available to meet with the public to answer questions and receive feedback about the study and roadway improvement options.

The feasibility study assessed travel conditions along the section of S.R. 48, including four of the busiest intersections, to understand the volume of traffic merging into S.R. 48 and where it’s going. These include Mason-Morrow-Milgrove Road, Dwire Road, Stone Brook Way, and Ridgeview Lane. Additionally, the study analyzed the Little Miami River and the Turtle Creek bridges to determine how to best improve travel time and decrease congestion on S.R. 48 as it crosses over them.

Questions and comments may also be submitted to Dan Corey, Project Program Coordinator, WCTID, by email at dan.corey@co.warren.oh.us, by phone (513) 431-1229, or by mail at 210 West Main St., Lebanon, Ohio 45036. All comments must be received by April 14.

Public participation is solicited without regard to race, color, sex, age, national origin or disability. ODOT is committed to providing access and inclusion and reasonable accommodation in its services, activities, programs and employment opportunities in accordance with the Americans with Disabilities Act (ADA) and other applicable laws. To request translation services or to request a reasonable accommodation due to a disability to submit questions and/or comments, please contact Taylor Webster, E.I., at Taylor.Webster@dot.ohio.gov or (513) 933-6597 at least 15 days prior to the meeting or as soon as possible.

More information about the project is available at www.wctid.us.

###