



CITY OF
MONTGOMERY
A CHARMING PAST. A GLOWING FUTURE.

June 14, 2024

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Work Session of Wednesday, June 19, 2024

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, June 19, 2024 immediately following a Public Hearing scheduled at 5:45 p.m.

Public Hearing

A Public Hearing is scheduled at 5:45 for the 2025 Tax Budget.

At the close of this presentation, City Council can remand the matter to Financial Planning for more specific information or take the information under advisement and then take formal action on the request via consideration of the Resolution adopting the Tax Budget for 2025 at the July 10, 2024 Business Session. This legislation is presented under the New Legislation section of this Work Session agenda.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
4. Guest and Residents
5. Legislation for Consideration this Evening

New Legislation

- a. A Resolution Authorizing The City Manager To Enter Into A Labor Agreement With The Montgomery Firefighters IAFF Local 4391 For Wages And Benefits From April 1, 2024 through March 31, 2027—Please see attached correspondence from Julie Prickett, Human Resources Manager, requesting that City Council consider the adoption of a Resolution authorizing the City Manager to enter into a labor agreement with the Montgomery Firefighters IAFF Local 4391 (“IAFF”) from April 1, 2024 through March 31, 2027. The City and the IAFF

have reached an agreement on a new three-year labor contract that includes wage and benefit modifications, pending City Council's approval.

Make a Motion to add to the Agenda

Assign to a Council Member

Move to Read by Title Only

Voice Vote

Explain the Resolution

Move for passage of the Resolution

Roll Call Vote

6. Establishing an Agenda for July 10, 2024 Business Session

New Legislation

- a. A Resolution Adopting A Tax Budget For 2025—Please refer to the Public Hearing packet on the proposed 2025 Tax Budget as prepared by Maura Gray, Finance Director. The preparation of the Tax Budget is an annual requirement for governmental jurisdictions per the Ohio Revised Code, Section 5705.28. The Tax Budget will be submitted to the Hamilton County Budget Commission for approval, and will, in turn, be used to determine Local Government Fund allocations. The proposed budget is based on the year 2025 projections as reflected in the City's 2024-2028 Five-Year Operating and Capital Budget.

Add this Resolution to the July 10, 2024, Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- b. An Ordinance To Amend Appropriations For Current Expenses And Other Expenditures Of The City Of Montgomery, State Of Ohio, During The Fiscal Year Ending December 31, 2024—Please find the attached correspondence from Finance Director Maura Gray requesting that City Council consider an Ordinance to amend the appropriations for current expenditures for FY 2024.

Add this Ordinance to the July 10, 2024 Business Session agenda and assign it to a City Council member for first reading. It is requested that the second and third readings be suspended with passage of the Ordinance requested that evening.

- c. A Resolution Authorizing Internet Auction of Surplus Personal Property Through Govdeals.com—Please find the attached correspondence from Police Chief John Crowell, requesting that City Council adopt a Resolution that will designate GovDeals.com as internet auction agents for the disposal of surplus property for the period of August 1, 2024 through July 31, 2025. Ohio law authorizes the City to dispose of surplus and abandoned personal property through internet auction. Section 50.02 of the Code of Ordinances sets forth a procedure for the sale and disposition of lost, abandoned, stolen, seized, or forfeited property (“Surplus Property”) through internet auction agents. This Resolution will also authorize the City Manager to enter into appropriate contracts with GovDeals.com.

Add this Resolution to the July 10, 2024, Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- d. A Resolution Accepting a Bid and Authorizing the City Manager to enter into an Agreement with Sunesis Construction Company for the Huntersknoll Court Drainage Improvement Project—Please find the attached correspondence from Public Works Director Gary Heitkamp requesting that City Council adopt a Resolution that, if approved, will authorize a contract with Sunesis Construction Company to install new storm sewer to replace inadequately sized storm sewers and drainage swales with the intent of reducing/eliminating roadway, structure, and property flooding across five residential properties on Huntersknoll Court and Deerfield Road. Staff requests the project to be approved at \$451,300, which is the amount of the base bid and a 10% contingency.

Add this Resolution to the July 10, 2024, Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- e. A Resolution Accepting a Bid and Authorizing the City Manager to enter into an Agreement with Bansal Construction, Inc. to complete the Montgomery Road and Vintage Club Boulevard Traffic Signal Improvements Project—Please find the attached correspondence from Public Works Director Gary Heitkamp requesting that City Council adopt a Resolution that, if approved, will authorize a contract with Bansal Construction, Inc. to improve the traffic signal located on Montgomery Road at Vintage Club Boulevard by removing the existing span wire system and replacing it with a black decorative mast arm system with illuminated street name signs, along with other upgrades. Staff requests the project be approved in the amount of \$241,000, which is the amount of the base bid and a 10% contingency.

Add this Resolution to the July 10, 2024, Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

7. Administration Report
8. Law Director Report
9. City Council Member Reports
 - a. Mrs. Bissmeyer
 - b. Mrs. Mills-Reynolds
 - c. Mr. Dobrozsi
 - d. Mrs. Naiman
 - e. Mr. Suer
 - f. Mr. Margolis
 - g. Mayor Messer
10. Approval of Minutes- June 5, 2024 Business Session
11. Other Business
12. Executive Session
13. Adjournment

Should you have any questions or concerns regarding this information, please do not hesitate to contact me.

C: Connie Gaylor, Executive Assistant/ Clerk of Council
Department Heads
Terry Donnellon, Law Director

June 14, 2024
City Hall
6:00 p.m.

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2. Roll Call
3. Special Presentation
4. Guests and Residents
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Make a Motion to add to the Agenda

Assign to a Council Member

Move to Read by Title Only

Voice Vote

Explain the Resolution

Move for passage of the Resolution

Roll Call Vote

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New Legislation

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- b. An Ordinance To Amend Appropriations For Current Expenses And Other Expenditures Of The City Of Montgomery, State Of Ohio, During The Fiscal Year Ending December 31, 2024

Add this Ordinance to the July 10, 2024 Business Session agenda and assign it to a City Council member for first reading. It is requested that the second and third readings be suspended with passage of the Ordinance requested that evening.

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7. Administration Report

8. Law Director Report

9. City Council Member Reports

- a. Mr. Cappel
- b. Vice Mayor Bissmeyer
- c. Mr. Dobrozsi
- d. Mrs. Naiman
- e. Mr. Suer
- f. Mr. Messer
- g. Mayor Margolis

10. Approval of Minutes- June 5, 2024 Business Session

11. Other Business

12. Executive Session

13. Adjournment

Should you have any questions or concerns regarding this information, please do not hesitate to contact me.

C: Connie Gaylor, Executive Assistant/Clerk of Council
Department Heads,
Terry Donnellon, Law Director

June 11, 2024

TO: Brian K. Riblet, City Manager
FROM: Julia E. Prickett, Human Resources Manager *JEP*
SUBJECT: Legislation Request for Approval of Contract with the Montgomery Firefighters IAFF, Local 4391

Introduction

It is requested that City Council adopt a Resolution to authorize the City Manager to enter into a contract with the Montgomery Firefighters IAFF, Local 4391 effective April 1, 2024 through March 31, 2027.

Background

The two parties began the negotiation process on May 15, 2024. Negotiations were cordial and amicable, resulting in the City and the IAFF reaching tentative agreement on a new contract at the May 15 bargaining session.

The tentative agreement requires approval by a majority of the IAFF members as well as approval by City Council before it will become binding. On May 31, 2024, the City was notified that the IAFF members voted to approve the tentative agreement.

The following list summarizes the items settled in negotiations which are changes from current contract language.

- Wages: 3.75% increase effective April 2024, 4.00% increase effective April 2025, and a 3.75% increase effective April 2026.
- Insurance: Contract language was revised to reflect current practice of an annual 6% increase to the City's maximum medical premium payments (caps) and an annual 3% increase to the City's maximum dental premium payments (caps) for calendar years 2025, 2026 and 2027.
- A new provision which allows employees with a balance of a minimum of four weeks of accrued vacation leave to cash out one week.
- Language which incorporates the City's bereavement leave policy (up to 24 hours of leave) into the contract.
- Language which incorporates the City's new longevity pay schedule into the contract.
- Language which provides for a penalty of loss of accrued leave time if an employee fails to work a "shift trade."
- Reducing the maximum number of trades per year from twelve to nine.
- Wording changes for clarification purposes and/or to reflect current practice in several articles.
- Duration: three-year contract through March 31, 2027.

All other contract language would remain the same.

Recommendation

Staff recommends that City Council authorize the City Manager to enter into a labor agreement with the Montgomery Firefighters IAFF, Local 4391 representing fulltime Firefighter/Paramedics and Fire Lieutenants effective April 1, 2024 through March 31, 2027.

c: Paul Wright, Fire Chief
Ben Shapiro, Assistant Fire Chief

RESOLUTION NO. 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LABOR AGREEMENT WITH THE MONTGOMERY FIREFIGHTERS IAFF LOCAL 4391 FOR WAGES AND BENEFITS FROM APRIL 1, 2024 THROUGH MARCH 31, 2027

WHEREAS, the City of Montgomery entered negotiations with the Montgomery Firefighters IAFF Local 4391 to establish a labor agreement governing wages and benefits for its member/employees; and

WHEREAS, the City of Montgomery has negotiated an agreement with Montgomery Firefighters IAFF Local 4391 and said labor agreement has been ratified by the Montgomery Firefighters IAFF Local 4391 bargaining unit certified by the State Employment Relations Board.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery Ohio, that:

SECTION 1. The attached labor agreement governing wages and benefits for member/employees of the Montgomery Firefighters IAFF Local 4391 from April 1, 2024 through March 31, 2027 is ratified and approved by the City Council of the City of Montgomery. The City Manager is authorized and directed for and on behalf of the City of Montgomery to enter into said agreement.


SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellan, Law Director

AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, OHIO
AND
MONTGOMERY FIREFIGHTERS IAFF
LOCAL 4391

EFFECTIVE: April 1, 2024 to March 31, 2027

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PREAMBLE

This Agreement, entered into by the City of Montgomery, Ohio, hereinafter referred to as the “Employer” or “City” and the International Association of Firefighters, hereinafter referred to as the “IAFF” or “Union,” has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE 1
RECOGNITION

Section 1.1 The Employer recognizes the IAFF as the sole and exclusive representative for all full time employees of the Employer in the certified bargaining unit defined as follows:

Included: All full-time Firefighter/Paramedics and Fire Lieutenants.

Excluded: All other employees.

Section 1.2 Whenever the word “Employee” or “Bargaining Unit Member” or “Firefighter” is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, and except as specifically modified in this Agreement, are the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- C. Maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- E. Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
- F. To lay off Employees if deemed necessary;
- G. To hire, schedule, promote, demote, transfer and assign Employees;
- H. To recruit, select, and determine the qualifications and characteristics desired in new hires;
- I. To suspend, discipline, reduce or discharge Employees for cause;
- J. To train or retrain Employees as needed in order for Employees to maintain certifications, including but not limited to certifications required by the State of Ohio for a fulltime firefighter;
- K. To determine the locations, size and number of facilities;
- L. To determine quality standards in order to promote efficient operations;
- M. To select the type, quantity and quality of equipment, tools and apparatus to be used in the methods of operating them and the responsibilities therefore;

N. To effectively manage the workforce and Fire Department;

Section 2.2 The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 3
IAFF REPRESENTATION

Section 3.1 A representative of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the IAFF representative shall identify him/herself to the Employer or the Employer's designee.

Section 3.2 The Employer shall recognize three (3) Employees, designated by the IAFF, to act as IAFF associates. The associates shall be recognized as representatives, as provided herein.

Section 3.3 The IAFF shall provide to the Employer an official roster of its employee officers and associates which is to be kept current by the IAFF at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. IAFF office held

No employee shall be recognized by the Employer as an IAFF Employee Representative until the IAFF has presented the Employer with written certification of that person's selection.

Section 3.4 The IAFF agrees that no representative or associate of the IAFF, either Employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the Employees. Further, the IAFF agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct IAFF business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the IAFF or any IAFF affiliated Local, during the work time of any involved Employee. Unauthorized activities shall cease upon the demand of a supervisor of the rank of Assistant Chief or above, and any failure to cease unauthorized activities may subject the offending Employee(s) to disciplinary action.

Section 3.5 The Employer agrees to provide an IAFF bulletin board at each firehouse. All IAFF notices of any kind posted on the bulletin board shall be signed, posted, or removed by an

IAFF representative. It is understood that all notices shall be IAFF related and no material may be posted on the IAFF bulletin board, at any time, which contains the following:

- A. Personal attacks on any other member or any other City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or designee, the IAFF shall cause the immediate removal of any material posted in violation of this Article.

All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

Section 3.6 The Union may conduct meetings concerning bona fide Union business, at municipal fire stations for all on duty and off duty personnel that are a part of the bargaining unit. The Union shall submit all such meeting notices in writing (including the date and time) to the Fire Chief, or designee, for review of potential scheduling conflicts prior to conducting such meetings. Any such conflict, as determined by the Fire Chief or designee shall be in writing. Meetings may be conducted during the work day.

Meetings shall not interfere with any assigned duties or emergency details. Meetings will be limited to four (4) per year.

ARTICLE 4

MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Section 4.1 Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 4.2 If any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4.3 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto. All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

Section 4.4 In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section by good faith negotiations up to and through the impasse procedure as provided under Ohio Revised Code § 4117.

ARTICLE 5
DISCIPLINE

Section 5.1 The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in section 5.14, the Employer may take this type of action for actions occurring while the Employee is on duty, or working under the colors of the Employer, or off-duty, where the Employee's conduct could cause the citizenry to lose trust in the department or where the Employee's conduct could negatively impact the reputation of the department.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in classification or rank
- E. Discharge from employment

Section 5.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

The following list is intended to provide employees with a general idea of the type behavior that may result in disciplinary action. This list is not meant to be all inclusive.

- A. Gross neglect of duty or refusal to comply with management's lawful instruction.
- B. Insubordination.
- C. Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the City (excluding minor traffic offenses).
- D. Intentional falsification of personnel records, time reports or other City records.

- E. Indulging in offensive conduct or using offensive language.
- F. Sleeping on duty except when accepted as a normal portion of the job assignment.
- G. Being under the influence or in possession of intoxicants or illegal drugs, or misusing any prescription or non-prescription drug, while on duty.
- H. Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking of or instigating of a fight during working hours or on City premises.
- I. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any lawful departmental official regulations, orders, or professional ethics.
- J. Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.
- K. Unauthorized use of City property, whether that property be vehicles, machinery, uniforms or office material.
- L. Discussing with unauthorized persons any confidential information gained through their employment with the City.
- M. Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Fire Chief or his designee.
- N. Using tobacco products in unauthorized areas.
- O. Violating a safety rule or safety practices. Failure to report an accident or to falsify reports concerning accidents.
- P. Failure to report to work without giving the supervisor, Fire Chief or his designee, notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.
- Q. Vending, soliciting, or collecting contributions on the Employer's time.
- R. Unauthorized possession of items such as firearms, explosives, or other weapons on City property at any time.

S. Willful or careless abuse, damage or destruction of City property at any time.

Section 5.3 Except in instances where an Employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline for such minor offenses shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance conduct.

Section 5.4 Whenever the Employee's supervisor, Fire Chief or representative of the office of the City Manager determines that an Employee may be disciplined for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Section 5.5 At any time during the disciplinary process provided for in the Article, the Employee may waive in writing the opportunity to a pre-disciplinary hearing, and accept the form and severity of disciplinary action determined by the Employer. Disciplinary action that is implemented by the Employer and accepted by the Employee following the Employee's waiver of a pre-disciplinary action shall not be subject to the grievance procedure.

Section 5.6 Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The Employee must choose to: (1) appear at the conference to present oral or written statement in his/her defense; (2) appear at the conference and have one (1) chosen representative present an oral or written statement in defense of the Employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the Employee's right to the pre-disciplinary hearing.

Section 5.7 Pre-disciplinary hearings will be conducted by a hearing officer as appointed by the City Manager, or Acting City Manager.

Section 5.8 At the pre-disciplinary hearing the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony. The Employee shall provide a list of witnesses and the name and occupation of his/her representative, if any, to the hearing officer as far in advance as possible, but not later than twenty four (24) hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his/her witnesses that he/she desires their attendance at the hearing. The Employer will require the attendance of Employee witnesses requested by the Employee within reason. Pre-disciplinary hearings held outside the Employee's scheduled working hours shall be considered time worked.

Section 5.9 At the pre-disciplinary hearing, the hearing officer may ask the Employee or his/her representative to respond to the allegations of misconduct which were outlined to the Employee. If an Employee elects to personally respond to the hearing officer's inquiry, failure to respond truthfully may result in disciplinary action. Failure of an Employee witness to provide truthful testimony may also result in disciplinary action.

Section 5.10 The Employee or his/her representative will be permitted to question witnesses subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The City Manager or Acting City Manager will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the Employee within five (5) days following its preparation.

Section 5.11 Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two and three of the grievance procedure, but may not be appealed to step four. Grievances concerning the disciplinary actions of suspension without pay, reduction in classification or rank, and termination from employment shall be submitted directly to step three of the grievance procedure, and may be appealed to step four.

Section 5.12 Whenever the Employer or his/her designee(s) has probable cause to suspect an Employee of misconduct that may result in discipline of a suspension without pay, reduction in classification or rank, or termination of employment, the following conditions shall apply:

- A. At the time of an investigatory interview, the Employee shall be apprised of the nature of the suspected misconduct as it is known at the time. The Employee has the right to have the opportunity to have a representative present during questioning.

Section 5.13 Any preliminary conferences may be recorded with the consent of both parties. Formal pre-disciplinary hearings may be recorded by the hearing officer. If a recording is made, a copy of the recording shall, at the request of the charged Employee, be provided within forty-eight (48) hours of the close of the hearing. The Employee may also record the hearing.

Section 5.14 Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or holiday time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay the Employee's insurance premiums as provided for in Article 14 of this Agreement during the unpaid leave of absence.

Section 5.15 Disciplinary actions of verbal warning (written record) and/or written reprimand that have been placed in an Employee's personnel file shall not be used as the sole reason for disallowing an Employee in the rank of firefighter from being considered for promotion to the rank of lieutenant.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1 The term “grievance” shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the charter and ordinances of the City of Montgomery, the provisions of the Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 6.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3 of the grievance procedure.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer’s representatives within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit Employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word “day” shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 6.3 A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 6.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved Employee's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 6.5 Any grievant may, if he/she so desires, have an IAFF representative or any representative of his choice accompany the grievant at any step or meeting provided for in this Article.

Section 6.6 It is the mutual desire of the Employer and the IAFF to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the IAFF to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved Employee shall submit his/her written grievance to the Assistant Fire Chief. It shall be the responsibility of the Assistant Fire Chief to investigate the matter and to provide a written response to the aggrieved Employee within fourteen (14) calendar days following his/her receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee may within fourteen (14) calendar days following the Step 1 reply, refer the grievance to the Fire Chief or designee in the Chief's absence. The Chief or designee shall have fourteen (14) calendar days in which to schedule a meeting, if he/she deems such necessary, with the grieved Employee. The Chief or designee shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the Employee may refer the grievance to the City Manager or designee in the City Manager's absence within fourteen (14) calendar days after receiving the Step 2 reply. The City Manager or designee has fourteen (14) calendar days in which to schedule a meeting with the aggrieved Employee. The City Manager or designee shall investigate and respond in writing to the grievant and/or appropriate representative within twenty-one (21) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the IAFF in accordance with the provisions of Section 6.7 of this Article hereinafter set forth.

Section 6.7 The IAFF, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the IAFF shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The IAFF may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or his/her representative(s).

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Arbitration and Mediation Service a panel list of nine (9) arbitrators from within 125 miles of Cincinnati, Ohio. AMS rules shall apply to selection procedures and conduct of hearings. Either party may once reject the list and request from AMS another list. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits

before the same arbitrator. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement.

- C. The decision of the arbitrator shall be final or binding on the grievant, the IAFF and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the IAFF. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 6.8 When an Employee covered by this Agreement chooses to represent him/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate IAFF representative will be notified of his/her right to be present at the adjustment.

Section 6.9 Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to steps 1, 2 and 3 of the grievance procedure, but may not be appealed to step 4.

Section 6.10 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and/or termination from employment, consistent with ORC 4117.10, neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action. This Agreement and Article shall be the sole recourse for any dispute between the parties herein in regard to disciplinary matters.

ARTICLE 7
PERSONNEL FILES

Section 7.1 Each employee may request to inspect his/her official personnel file maintained by the City Manager or his/her designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer.

Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any Employee may copy documents in his/her official personnel file.

Section 7.2 If an unfavorable statement or notation is in the official personnel file, the Employee shall be given the right to place a statement of rebuttal or explanation in the file at the time of insertion. No negative anonymous and/or undated material of any type shall be included in the Employee's official personnel file.

Section 7.3 Any record of discipline shall cease to have force and effect four (4) years from the date of issuance and shall, upon written request of the Employee, be removed from the personnel file, providing no intervening discipline has occurred; provided, however, that a suspension without pay of forty-eight (48) hours or more shall remain in the personnel file for six (6) years.

ARTICLE 8
PROBATIONARY PERIODS

Section 8.1 Any Employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of one hundred eighty-five (185) calendar days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory may be returned to his/her former classification and pay level. The return of an Employee to his/her former classification and pay level shall not be subject to the grievance procedure.

Section 8.2 During the first three hundred sixty-five (365) calendar days of employment, a newly hired Employee shall be considered a probationary Employee. The probationary period may be extended up to an additional six (6) months. Probationary Employees shall not have access to the grievance and arbitration procedures of this Agreement for the purpose of appealing a disciplinary action and/or termination.

ARTICLE 9
UNION SECURITY

Section 9.1 The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all Employees who choose to be members of the bargaining unit.

Section 9.2 The Employer agrees to deduct Union membership dues once each bi-weekly pay period from the pay of any eligible Employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented to the Employer by the Employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check following the pay period in which the authorization was received by the Employer.

Section 9.3 The Employer agrees to supply the Union with a list of those Employees for whom dues deductions have been made.

Section 9.4 A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

Section 9.5 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an Employee arising from the deductions made by the Employer pursuant to this Article. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 9.6 The Employer shall be relieved from making such individual "check-off" deductions upon an Employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization by an Employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

Section 9.7 The Employer shall not be obligated to make dues deductions from any Employee who, during the pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 9.8 The parties agree that neither the Employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period.

Section 9.9 The bi-weekly pay period rate at which dues are to be deducted shall be certified to the Employer or his/her designee by the Union upon execution of this Agreement. One (1) month advance notice must be given to the Employer or his/her designee prior to making any changes in an individual's dues deduction.

Section 9.10 Upon receiving authorization signed by the Employee, the Employer agrees to deduct from the pay of each bargaining unit Employee an assessment. The Union shall provide in writing the total amount to be assessed, the rate of such assessment, and the address to which such assessment should be mailed.

ARTICLE 10
SENIORITY

Section 10.1 **Definition:** Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Full-time Employee in the service of the City of Montgomery Fire Department.

Section 10.2 **Accrual:**

- A. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work as a full-time Employee.
- B. Seniority shall accrue during a continuous authorized leave of absence without pay up to 6 months or for the period of an approved maternity leave, if the Employee: (1) returns to work immediately following the expiration of such leave of absence or maternity leave; (2) is laid off for 12 months or less and is recalled to employment; or (3) is on sick leave for up to 12 months.

Section 10.3 **Loss of Seniority:** An Employee's seniority shall be lost when he or she:

- A. terminates voluntarily;
- B. is discharged for cause;
- C. exceeds an official leave of absence;
- D. is laid off for a period of more than 12 months;
- E. fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice according to the Layoff and Recall Article of this Agreement. It shall be the responsibility of the Employee to advise the Employer of his current address.

Section 10.4 **Application:** Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1 The standard work period for bargaining unit Employees will vary by position and department needs. The standard work period for bargaining unit Employees who perform fire suppression duties shall consist of an average of 208 hours per 28-day work period during a calendar year, which is adopted under the 7(k) exemption of the Fair Labor Standards Act (“FLSA”).

Section 11.2 So long as the overtime provisions of the FLSA, as amended, are applicable to state and local government fire department Employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA under the 7(k) exemption, except as otherwise provided in this Article.

Section 11.3 For purposes of this Agreement, a standard workday or tour-of-duty for a two hundred and eight (208)-hour/28-day Lieutenant or Firefighter shall be defined as a 24 continuous hour period beginning with the starting time of the Lieutenant or Firefighter followed by 48 continuous hours of off time.

Section 11.4 The normal work schedule for other Employees will be based on position and department needs.

Section 11.5 Employees are subject to make emergency responses during meal periods.

Section 11.6 When there is a change from eastern standard time to eastern daylight time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

Section 11.7 Changes in an individual employee’s work cycle or days worked caused by a permanent or temporary shift re-assignment and/or duty re-assignment shall not be considered a schedule change as provided for in Section 11.8, below.

Section 11.8 Short-term schedule changes lasting fourteen (14) calendar days or less may be implemented by the Employer upon giving no less than seventy two (72) hours written notice to the affected Employee(s).

Section 11.9 Nothing in this Article shall preclude the Employer from implementing any emergency schedule changes or assignments as determined in the sole discretion of the City, in accordance with Article 22, Waiver in Case of Emergency.

Section 11.10 EARNED HOURS OFF (“EHO”)

- A. Each Employee will earn two hundred eight (208) earned hours off (EHOs) to adjust their weekly average. Employees may only use these hours after they are earned. If an Employee does not work all of his scheduled shifts, his earned hours off will be reduced accordingly. The workweek shall be an average of 52 hours for shift employees. Twenty-four (24) hours of EHO must be used in at least twelve (12) hour increments during any 28-day work period during which the Employee is regularly scheduled to work ten (10) twenty-four (24) hour shifts. The Employee will be encouraged to schedule EHO at the beginning of each year. If an Employee does not schedule EHO at least thirty (30) days in advance of the 28-day work period for which they are scheduled to work ten (10) twenty-four (24) hour shifts, the Employer may schedule the EHO for the Employee. The balance may be used in any other 28-day work period in increments of not less than twelve (12) hour increments.
- B. Beginning November 15, EHO selections for the months of January and February will be determined by rank seniority for all employees submitting requests on or before November 15, subject to the approval of the Chief. All requests submitted after November 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article.

Beginning January 15, EHO selections for the months of March through December will be determined by rank seniority for all employees submitting

requests on or before January 15, subject to the approval of the Chief. All requests submitted after January 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article.

At no time shall the scheduling of EHO's and/or vacations cause the staffing level to drop below the minimum established by the Fire Chief. EHO's selected at the beginning of the year may be reduced proportionately if an Employee does not work all of his scheduled shifts. EHO's may not be taken on City recognized premium holidays (Christmas and Thanksgiving). As an alternative to the above EHO selection process, the parties hereto may mutually agree to a standard recurring scheduled 24 (or 12) EHO shift off, for the convenience of the City and bargaining unit Employees. At least two (2) 24-hour shift Employees shall be permitted to schedule EHOs, vacations, or personal time for each 24-hour shift. This restriction may be waived by the Chief or the Chief's designee in his/her sole discretion.

- C. EHO's shall only be taken in 12 or 24 hour increments, unless an Employee's EHO balance is less than 12 hours.
- D. If EHO is not scheduled seven (7) days in advance, then it will not be approved.
- E. An Employee transferred from one shift to another shall meet with the Fire Chief once the transfer has been announced to select his or her EHO's, subject to the approval of the Chief. EHO selection shall be based on available open days only.
- F. Employees who are sick on their EHO cannot take sick leave for that day in order to bank or save EHO hours.
- G. Employees are not permitted to work on a scheduled EHO and collect pay for the hours worked, unless approved by the Fire Chief due to staff shortages.
- H. There will be no reimbursement for EHO's not taken, nor may EHO's be carried over to the following year. EHO time not taken is lost as of the last day of the final pay period of each year. Any person who is unsure about this date should ask the Chief.

- I. Once each year during the months of October, November or December, Employees will be permitted to combine his accrued but unused personal leave and accrued but unused EHO, to exhaust both of these balances. This will only be permitted if both the balance of the accrued personal leave and the balance of accrued EHO are below the minimum usage requirements permitted under this Agreement. In addition, any accrued leave hours that are below the minimum usage requirements may be combined with accrued vacation hours and be used in twelve (12) or twenty-four (24) hour increments. This usage is subject to the complete discretion of the Chief. Denial of this usage may be grieved through the grievance procedure but shall not be advanced to arbitration. In no event shall this usage be permitted beyond the last pay period ending before the last date of the year.

Section 11.11 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 11.12 Miscellaneous

- A. An Employee assigned a twenty-four (24) hour shift is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in this Agreement. The parties recognize that hours of work under the normal tours-of-duty will fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the employee is called upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time ($\frac{1}{2}$) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 C.F.R. 778.114, shall be used and paid to each employee through the EHO time off policy described above.
- B. Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular work schedule, except as specifically provided in this Agreement, will be subject to rules and regulations,

general orders, procedures and regulations as determined by the Employer, except as may otherwise be required by federal wage and hour law, rules and regulations.

- C. Call-Out Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but shall receive no less than three (3) hours pay at the according rate of pay as set forth in this Article. Call-Outs for Employees must be approved by the Fire Chief or an Assistant Fire Chief. Attendance at a pre-scheduled meeting that is outside an Employee's workday will qualify as Call-Out pay only if approved in writing before the meeting by the Chief or designee.
- D. Employees may substitute for another Employee during scheduled hours if prior approval is received by the Fire Chief or his designee pursuant to Article 26, Shift Trades. The substituting Employee shall be excluded from receiving any overtime payments under the Fair Labor Standards Act for hours of work.
- E. Employees shall not be off duty until their relief is on station and available to respond to details.
- F. Employees may be required to work special event details based upon the size and extent of the special event and the availability of personnel.
- G. Employees are considered essential personnel to provide safety services. Employees are expected to report for duty, on time. Should weather conditions or other situations exist where the general public is ordered to stay off public roadways, Employees will report on time to the extent practical. In the event that there has been or is occurring an "emergency condition" as declared by the City Manager which includes but is not limited to tornadoes, conflagration, or community disaster, any Employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and the properties of the City.

Section 11.13 Payroll Reporting Procedures: Employees shall record their time on the City approved Time Sheet and Payroll Record prior to the end of the pay period. The Employee shall approve the record testifying that the information is correct.

Section 11.14 Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally scheduled shift. Overtime authorization shall be approved by the Fire Chief or his/her designated authority. This includes but is not limited to special meetings, trainings, events and other activities relating to the Employee's duties at the City. Employees who work an authorized overtime period shall complete, validate and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 11.15 Short Term Shift Vacancy Overtime: In the event of a call off before the beginning of the next shift which causes staffing levels to fall below the minimum staffing level established by the Fire Chief, a Short-Term Call Off procedure will take place. (Short term call off qualifies as less than 12 hours notice of the beginning of shift that starts at either 0700 hours or 1900 hours' time.) If no one is willing to pick up the open shift, the Chief or his/her designee has the option to mandate off-going or oncoming shift members for the day/night portion of shift. The second half of the shift will be filled using the Long-Term Vacancy procedures first. If no employee has volunteered for the overtime opportunity, then a member from the next oncoming unit day will be responsible for filling the evening (12 hours). The Chief or his/her designee will also have the discretion and ability to adjust the assignment by taking the following factors into consideration when filling open shifts- Officer in Charge status; Vehicle Operator status; Crew Strength; or any other extenuating circumstance.

Section 11.16 Long Term Shift Vacancy Overtime: For Long Term Shift Vacancy Overtime which causes staffing levels to fall below the minimum staffing level established by the Fire Chief, the Chief or his/her designee will send out a Code Red or other notification system to all employees. Employees will have 1 ½ hours to reply to this notification. An overtime list shall be kept by the Fire Chief (but accessible as a read only document by all members.) Any employee on EHO, vacation, sick leave, personal time or other authorized leave shall be exempt from the overtime rotation for the extent of their approved leave, except in an emergency situation. The employee who accepts the shift with the least amount of offered overtime hours will be granted the open shift. Employees who reply "No", don't respond to the notification, or reply "Yes" will only be charged the appropriate hours if the process gets to their name on the overtime list. The Chief or his/her designee will also have the discretion and ability to adjust the

assignment by taking the following factors into consideration when filling open shifts-Officer in Charge status; Vehicle Operator status; Crew Strength; or any other extenuating circumstance.

Section 11.17 Mandatory Overtime: If no employee has volunteered for an overtime opportunity, then the Fire Chief or his/her designated authority may fill the overtime opportunity by assigning employees to work the overtime from a mandatory overtime list. A mandatory overtime list shall be kept by the Fire Chief (but accessible as a read only document by all members), and will mandate the Employee who has worked overtime least recently to report for duty. Failure to report shall initiate discipline in accordance with the contract for failure to report for duty. Any Employee on EHO, vacation, sick leave, personal time or other authorized leave shall be exempt from the mandatory overtime rotation for the extent of their approved leave, except in an emergency situation. If an employee is working on Christmas or Christmas Eve Day/night, they are not eligible to be mandated for the other shift. If an employee is mandated either via short-term or long-term shift vacancy and they can get their own coverage from another "equally" qualified employee for any time period within the "mandated" shift, the mandated employee will be charged the full 12 hours. The proposed employee covering the shift for the mandated employee must be approved by the Fire Chief or his/her designee. The Chief or his/her designee will also have the discretion and ability to adjust the assignment by taking the following factors into consideration when filling open shifts-Officer in Charge status; Vehicle Operator status; Crew Strength; or any other extenuating circumstance.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1 When the Employer determines that a long-term layoff is necessary, they shall notify the affected Employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seven (7) calendar days or less, in which case the Employer shall notify the affected Employee as soon as possible.

Section 12.2 Layoffs of bargaining unit Employees will occur in inverse order of seniority from the date the Employee started work as a full-time (career) Employee. (*i.e. least senior being laid off first*)

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Such training will be provided at the Employer's expense.

In accordance with ORC 124.37, if a bargaining unit Employee is laid off and enters into the active service of the Army, Navy, Marine Corps, or other armed service of the United States, the period the Employee serves therein shall not be considered in the determination of the eighteen (18) months for reinstatement status. The eighteen (18) month period shall be computed exclusive of the time the Employee spent in the armed services.

Section 12.4 Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.

Section 12.5 The recalled Employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have twenty one (21) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 12.6 For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full time service in the Montgomery Fire Department.

Section 12.7 An Employee who is laid off in excess of eighteen (18) months as stipulated in Section 12.4 of this Article shall be paid for all accrued but unused vacation leave or any other accrued paid leave that would be payable upon termination.

ARTICLE 13
WAGES AND COMPENSATION

Section 13.1 Employees will be paid in accordance with the City’s Performance Achievement Plan/Pay for Performance System. Any major changes made to the City’s Performance Achievement Plan/Pay for Performance System shall be first submitted to the Union for its consideration. Any material changes to said Plan/System will require mutual consent of the parties.

Section 13.2 Effective on the first day of the first full pay period after April 1, 2024, each Employee’s then-current hourly wage will increase by 3.75% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	\$31.78	\$39.94
Fire Lieutenant (40 hours):	\$41.31	\$51.94
Firefighter/Paramedic (on tour):	\$27.33	\$35.01
Firefighter/Paramedic (40 hours):	\$35.53	\$45.49

Section 13.3 Effective on the first day of the first full pay period after April 1, 2025, each Employee’s then-current hourly wage will increase by 4% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	\$33.05	\$41.54
Fire Lieutenant (40 hours):	\$42.96	\$54.02
Firefighter/Paramedic(on tour):	\$28.42	\$36.41
Firefighter/Paramedic (40 hours):	\$36.95	\$47.31

Section 13.4 Effective on the first day of the first full pay period after April 1, 2026, each Employee’s then-current hourly wage will increase by 3.75% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	\$34.29	\$43.10
Fire Lieutenant (40 hours):	\$44.57	\$56.05
Firefighter/Paramedic (on tour)	\$29.49	\$37.78
Firefighter/Paramedic (40 hours)	\$38.34	\$49.08

Section 13.5 This system may include a merit bonus of up to two percent (2%) for those employees who have reached the top of their established pay range.

Section 13.6 The Employer may determine the appropriate placement of new firefighter hires within the pay range established by this Agreement.

Section 13.7 The full amount of the required contributions to the Police and Firemen's Disability and Pension Plan ("Plan") shall be withheld from the gross pay (salary/hourly wage reduction method) of each person who is or becomes a contributing member of the Plan, which shall be paid to the Plan by the City of Montgomery. This salary/hourly wage reduction by the City of Montgomery is, and shall be designated as, employee contributions and shall be in lieu of contributions to the Plan by each person. No person subject to this salary/hourly wage reduction shall have the option of choosing to receive the required contribution to the Plan directly instead of having it withheld and paid by the City of Montgomery or of being excluded from the withholding and remittance by the City.

The City of Montgomery shall, in reporting and making remittance to the Police and Firemen's Disability and Pension Plan, report that the public employee's contribution for each person subject to this salary/hourly wage reduction has been made as provided by the statute.

The total salary/wage rate for each Employee shall be the salary/wage rate otherwise payable under this agreement. Such total salary/wage rate of each Employee shall be payable by the City in two parts: (a) deferred wages and (b) cash wages. An Employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by the retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to the retirement system on behalf of that employee as a salary reduction and in lieu of the Police and Firemen's Disability and Pension Plan employee contribution otherwise

payable by that Employee. An Employee's cash salary/hourly wage shall be equal to that Employee's total salary/hourly wage less the amount of the pick-up for that Employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the Police and Firemen's Disability and Pension Plan based upon an Employee's total salary. The total salaries/wages payable under this agreement shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 13.8 Effective upon the passage of legislation by Montgomery City Council, and in accordance with Ohio Revised Code §742, and Montgomery City Ordinance, members of the Police and Firemen's Disability and Pension Fund of Ohio may (1) redeposit contributions previously withdrawn plus interest and/or (2) purchase additional forms of permissive service credits.

Employees may purchase additional service credit, tax-deferred, and the City shall withhold the required service credit deduction from the gross pay of the Employee who elects to do so and shall pick up (assume and pay) such deduction to the Police and Fireman's Disability and Pension Fund. Employees electing this pick up deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction picked up by the City. Employees who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the pick up deduction.

Section 13.9 Maintaining Certification: Any Employee must maintain Ohio Firefighter Level II, Ohio Fire Inspector and Ohio EMT-P certifications.

Section 13.10 Officer in Charge Incentive. The Fire Chief or his designee may assign firefighters to serve as Officer in Charge (OIC) in the absence of a Lieutenant. Firefighters assigned as OIC will receive \$1.50 pay for all hours worked in that capacity. These assignments are not permanent. The selection and duration of OIC assignments are made at the discretion of the Fire Chief or his designee. Beginning the first full pay period following the signing of this Agreement, firefighters are eligible for an additional Officer-in-Charge Incentive of \$0.50 per hour only if the firefighter has obtained Class 3 Operator status according to department policy and has successfully completed Fire Officer 1 and 2 training.

ARTICLE 14
INSURANCE

Section 14.1 The Employer shall make available to all bargaining unit Employees comprehensive major medical, hospitalization, health care, and dental insurance. If the Employer determines that it is necessary to change insurance carriers, the Employer agrees to meet with the Union prior to implementing the change in order to negotiate the impact of any proposed changes. A change in third party administrators (to administer the City's plan) does not constitute a change in carrier.

Section 14.2 For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section 14.1 above to the maximum cost per month as listed below. If the cost to the Employer for providing such insurance exceeds the maximum amount per month as listed below, fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employer and fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employee. Insurance cost payments made by the employee shall be by payroll deduction. As indicated below, medical insurance maximums will increase by 6% each year and dental maximums will increase by 3% each year.

Medical Maximum Per Month – Family Plan

Effective January 1, 2025:	\$1,873.27
Effective January 1, 2026:	\$1,985.67
Effective January 1, 2027:	\$2,104.81

Medical Maximum Per Month – Employee and Spouse Plan

Effective January 1, 2025:	\$1,360.93
Effective January 1, 2026:	\$1,442.58
Effective January 1, 2027:	\$1,529.13

Medical Maximum Per Month – Employee and Child Plan

Effective January 1, 2025: \$1,360.93
Effective January 1, 2026: \$1,442.58
Effective January 1, 2027: \$1,529.13

Medical Maximum Per Month – Single Plan

Effective January 1, 2025: \$680.77
Effective January 1, 2026: \$721.62
Effective January 1, 2027: \$764.92

Dental Maximum Per Month – Family Plan and Single Plan

Effective January 1, 2025: \$216.65
Effective January 1, 2026: \$223.15
Effective January 1, 2027: \$229.84

*These effective dates are intended to be consistent with the plan years. If the plan year changes, the effective dates will be changed accordingly.

Section 14.3 If the Employer determines that it is necessary to change insurance coverages and/or if the anticipated cost of insurance coverages as they exist or as proposed to exist is to exceed the cap set forth in Section 14.2, then these issues shall be referred to the Employee/Management Health and Benefits Plan Committee for review and recommendation to the Employer. The committee shall be comprised of five (5) members, one of whom shall be appointed by the Union, one of whom shall be appointed by the Police Department, one of whom shall be appointed by the Service Department, and one of whom shall be appointed by the administrative staff employees. The fifth member of the committee shall be appointed by the City Manager. The committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental or optical benefits provided by the self-

funded program. The committee shall have the authority to continue the current plan benefits at the cost of the employees if the committee determines that such health care benefits at such cost are in the best interests of the employees. The committee shall not have the authority to modify the ceiling limits on Employer paid health care costs. A majority of the committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its committee members. If the committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the committee members.

Section 14.4 The Employer shall provide, at no cost to the Employee, term life insurance coverage for each Employee in an amount equal to the Employee's annual salary, rounded off to the nearest one thousand dollars (\$1,000.00) up to one hundred thousand dollars (\$100,000.00).

Section 14.5 The Employer agrees to defend any bargaining unit Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

ARTICLE 15
HOLIDAYS/PERSONAL TIME

Section 15.1 The following are recognized as holidays under this Agreement:

New Years Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day
Personal Days/Time – 42 hours (24 hours shift), 32 hours (8 hour shift)

Section 15.2 Employees who are not available for duty on any of the above designated holidays due to unpaid leave, layoff, or disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 15.3 All Employees who are regularly scheduled on a 24/48 hour shift will be paid for 94 hours of regular pay, for nine holidays, in addition to regular earnings. This additional pay will occur at the first pay period in December. New Employees or Employees transferring to or from a 24-hour shift schedule will be pro-rated based on their hire date, or date of transfer, respectively. Employees working a 40-hour per week schedule will receive the recognized holiday off in lieu of holiday pay.

Section 15.4 In order to receive holiday pay, an Employee must work their scheduled holiday, unless their absence from work is due to an approved shift trade or illness or injury, in which event a physician's statement will be required.

Section 15.5 Holiday pay as provided for in this Article shall be at the employee's straight time hourly rate as provided for in Wage Article of this Agreement.

Section 15.6 An Employee who actually works on any of the holidays provided for in this Article shall receive holiday pay as provided in Section 15.3 above, in addition to his/her regular earnings. However, an employee who actually works on Thanksgiving and/or Christmas Day and/or Christmas Eve shall receive compensation of two times his/her regular rate of compensation for hours worked on the actual holiday date in addition to ten and four tenths (10.4) hours of holiday pay. The only exception to this Section occurs when there is an approved trade on a holiday. In that situation, the employee who was originally scheduled to work the holiday shall receive the holiday pay at the rate set forth in this section.

Section 15.7 Personal Days/Time.

- A. Up to six times per year, employees may use personal time in varying lengths of at least three consecutive hours and up to twelve consecutive hours per shift. All other personal time must be used in units no less than twelve (12) hours at any one time. All personal time requests are subject to prior approval by the Employee's supervisor by completing a Leave Request at least 24 hours in advance of the requested leave.
- B. When an Employee is hired, the Employee's earned personal days will be prorated based on the Employee's hire date and rounded to the nearest half day.
- C. Personal days may not be carried over and accumulated from year to year. All personal days must be used before the last full pay period of the last full 28-day pay cycle for that calendar year. After the last full pay period of the last full 28-day pay cycle for the calendar year, all unused personal time will be forfeited and not paid. The parties agree to revisit this language whenever the City acquires new financial software.
- D. At retirement, any personal time remaining unused in that calendar year will be paid to the Employee.

ARTICLE 16
VACATIONS

Section 16.1 Full time bargaining unit employees who have completed one (1) or more years of service in the bargaining unit shall accrue vacation leave in accordance with the following schedule:

COMPLETED YEARS OF SERVICE	VACATION HOURS 24 HOUR SHIFT EMPLOYEE ENTITLEMENT	VACATION HOURS 8 HOUR SHIFT EMPLOYEE ENTITLEMENT
1-5	104 hours	80 hours
6	114 hours	88 hours
7	124 hours	96 hours
8	136 hours	104 hours
9	146 hours	112 hours
10	156 hours	120 hours
11	166 hours	128 hours
12	176 hours	136 hours
13	188 hours	144 hours
14	198 hours	152 hours
15	208 hours	160 hours

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of hours of vacation entitlement as defined in the above table. Vacation leave shall not accrue when an employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

Section 16.2 Vacation leave may be scheduled as follows:

- A. A 24-hour shift Employee may use vacation leave in not less than 12-hour increments. An 8 hour shift Employee may use vacations in not less than 4 hour increments.
- B. The Employer may refuse to grant vacation leave usage that is requested less than fourteen (14) days in advance.

- C. At least two (2) 24-hour shift Employees shall be permitted to schedule EHOs, Vacation, or personal time for the same period of time during each 24-hour shift. This restriction may be waived by the Chief or the Chief's designee in his sole discretion.

Section 16.3 The maximum number of accrued but unused vacation days cannot exceed twice the employee's annual vacation entitlement.

Section 16.4 Any employee with four or more weeks of vacation hours annually shall have the option of cashing in one week of vacation hours for pay at their regular rate of pay.

Section 16.5 Beginning November 15, vacation selections for the months of January and February will be determined by rank seniority for all employees submitting requests on or before November 15. All requests submitted after November 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article. Beginning January 15, vacation selection for the months of March through December will be determined by rank seniority for all employees submitting requests on or before January 15. All requests submitted after January 15 will be determined by the date and time the request is submitted. The Employee submitting his/her vacation request the earliest will be granted leave, as long as the request is otherwise in compliance with this Article.

Section 16.6 Vacation and EHO Requests.

- A. When an Employee requests to use accrued vacation or EHO, the employee must satisfy the following criteria:
1. The Employee must submit the vacation or EHO request to the Chief or his designee;
 2. The Employee must be eligible to take vacation or EHO according to the requirements of the collective bargaining agreement;
- B. If the Employee requesting vacation or EHO fails to complete the numbered items described above, the Employee's vacation request will be denied. When the Chief or designee receives the information described above, he will determine who will fill the shift. The Chief or designee has the sole discretion in determining who

will fill the shift. The City will maintain an adequate level of staffing in its discretion.

ARTICLE 17
SICK LEAVE

Section 17.1 Full time bargaining unit Employees working a 24/48 schedule shall accrue sick leave at the rate of 4.8 hours for each fourteen (14) day pay period to a maximum accrual of one hundred twenty-four and eight tenths (124.8) hours in any calendar year. Sick leave shall accrue while an Employee is on duty and on vacation leave, but shall only accrue during the first one hundred four (104) hours while an Employee is on sick leave per qualifying event. Leave accrual shall cease for any sick leave exceeding one hundred four (104) hours. Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 17.2 During the first ninety (90) days of employment, a full time bargaining unit Employee working a 24/48 schedule may borrow up to twenty-four (24) hours of sick leave from the Employer. All borrowed sick leave hours shall be paid back to the Employer as they are accrued until the hours have been repaid. If an employee separates from employment before repaying the City for borrowed time, the City may withhold the amount owed from the Employee's final paycheck.

Section 17.3 Sick leave shall be granted to an Employee, upon approval by the Employer or his/her designee, for the following reasons:

- A. Illness or injury of the Employee when such illness or injury prohibits the Employee from performing the normal duties of his/her work assignment.
- B. Illness or injury of a member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose shall be limited to twenty-four (24) hours per incident.
- C. Death of a member of the Employee's immediate family. Such usage shall be limited to twenty-four (24) hours, including the date of the funeral. Bereavement leave will not be deducted from the Employee's sick leave bank.

- D. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments cannot reasonably be scheduled during non-work time.
- E. Exposure of the Employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

Immediate family as used in this article shall be limited to mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In the case of death, mother-in-law, father-in-law, brother-in-law, sister-in-law or a spouse's sibling's spouse, sick leave usage is permitted for a maximum of twenty-four (24) hours. In addition, the term immediate family for the purpose of this Article can include any aunt, uncle, nephew or niece who was a permanent resident of the Employee's household at the time of their death.

Section 17.4 When an Employee is unable to report to work due to illness or injury, he/she shall notify the Fire Chief or Assistant Chief as soon as possible, but no less than two (2) hours prior to the time he/she is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Fire Chief or his/her designee.

Section 17.5 Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may require (at its option) the submission of a physicians receipt or statement after the employee has experienced three (3) or more occurrences of sick leave in any given twelve (12) month period. Such receipt or statement shall include the nature of the illness or injury, the treatment given, and the prognosis. Failure of the Employee to provide such a statement when requested shall result in the denial of sick leave pay.

Section 17.6 Sick leave usage, when approved, shall be charged in a minimum of one (1) hour increments. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use. Falsification of an application

for sick leave or a medical practitioner's statement shall be grounds for disciplinary action, including termination. The Employer maintains the right to investigate any request for sick leave use and any excessive abuse or use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical doctor selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action.

Employees may accrue unused sick leave up to a maximum of one thousand two hundred forty-eight (1,248), which shall be known as the Employee's "sick leave bank."

Section 17.7 The policies concerning the sick leave bank shall be as follows:

- A. The maximum number of hours that any employee can accrue in the sick leave bank is one-thousand two hundred forty-eight (1,248) hours. All sick leave hours earned in excess of one-thousand two-hundred forty-eight (1,248) hours shall not be accumulated in the sick leave bank and shall be lost.
- B. When the number of accrued but unused sick leave hours in the sick leave bank reaches one-thousand two-hundred forty-eight (1,248) hours, the employee may request to receive a cash conversion of all hours in excess of one-thousand one-hundred twenty-three (1,123) hours at a rate of one (1) hour pay for each one and one-half (1-1/2) hours in excess of one-thousand one-hundred twenty-three (1,123) hours. Failure of an Employee to exercise this option shall result in all hours earned in excess of one-thousand one-hundred two forty-eight (1,248) hours to be lost.
- C. An Employee working a regular forty (40) hour per week schedule will be subject to the following standard. When a full-time employee has accumulated 864 hours of unused sick leave, the employee may redeem sick leave hours at the employee's current rate of pay at the rate of one hour of compensation for each one and one half hours of sick leave redeemed. Redemption may occur only once each calendar year. The minimum number of hours that may be redeemed at any one time shall be sixty (60) hours. The City Manager shall establish rules

governing the frequency of redemption, the maximum number of days which may be redeemed within a period, and such other incidents of redemption as may be necessary to protect the public interest and rights of employees. The maximum number of days of sick leave that may be accrued shall be 960 hours.

- D. An Employee with twenty (20) or more years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of all accrued but unused hours in the sick leave bank at the rate of pay on the date of retirement. An Employee with ten (10) through nineteen (19) years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for thirty three and one third percent (33-1/3%) of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement.

ARTICLE 18

OCCUPATIONAL INJURY LEAVE (OIL)

Section 18.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL may be granted to an Employee (a) who suffers a workers' compensation eligible on-the-job injury or occupational disease from an identifiable incident that occurred in the course of performance of his or her official duties within the scope of his or her employment with the Employer; and (b) where such injury directly results from a hazard as defined in Section 18.2; and (c) who is off work due to said injury for a continuous period of twelve (12) calendar days. The City may decide to waive the requirement to use sick leave during the initial twelve (12) calendar day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this contract. Payment of OIL is conditioned upon the Employee's submission of supporting medical evidence to establish the Employee's inability to work. An Employee who is receiving OIL benefits will be required to use Family and Medical leave (if eligible) concurrently with OIL. If the City compensates the Employee in a manner consistent with salary continuation after the expiration of Occupational Injury Leave, such leave will be chargeable against accumulated sick leave, personal leave, compensatory time, and vacation leave.

Section 18.2 In the event of a service connected injury incurred in the active discharge of duty particular to firefighting, emergency medical services, rescue operations, fire department training evolutions, or other similarly hazardous events beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, intoxication, or being under the influence of illegal drugs or legal drugs not used in compliance with a prescription or "horseplay" by the Employee, the Employer shall consider a request for OIL from an eligible Employee and if approved, grant full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time. No extensions of this OIL benefit are permitted.

Section 18.3 An Employee applying for OIL shall, in compliance with the rules of the Ohio Bureau of Workers' Compensation, sign a medical release authorizing the Employer or its designee to request all medical information related to the alleged injury, and/or treatment for the

body part(s) alleged to be injured. The Employee is also required to complete a provider list identifying any and all physicians, medical facilities, and pharmacies who have treated or filled prescriptions for the Employee for the alleged injury or who have treated the Employee for the same body part in the past. The Employee may be required to submit to an exam by a licensed medical practitioner selected and paid for by the Employer.

Section 18.4 Any Employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. The Employee is required to complete an internal accident report within 24 hours or as soon as physically possible. An Employee who is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period for which they have received OIL benefits. An Employee eligible for OIL will receive said benefits after the first twelve (12) calendar days. An Employee can use eligible accrued paid leave for the initial time off work before he or she is eligible for OIL. If the BWC/Industrial Commission ultimately allows the claim, the eligible Employee's OIL benefits will be retroactively granted to the first day of absence, and he or she will be credited the initial sick or vacation time used. In the event the claim is ultimately denied by the BWC/IC, the Employee will revert back to sick leave status and will be charged sick leave or vacation time for any period he or she previously received OIL. For any period which the Employee is receiving OIL, the Employee shall remit said payments back to the OBWC for the period during which the Employee received full pay from the Employer while on OIL.

Section 18.5 It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the Ohio BWC. OIL benefits are considered wages in lieu of compensation. After OIL benefits have been exhausted, the Employee must continue to accept salary continuation if the City chooses to maintain salary continuation.

Section 18.6 Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) or a modified duty off site (MDOS) is available. If restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform

within his or her restrictions. If there are no job assignments within the City that are within the Employee's restrictions, the Employer or its designee will determine whether there is MDOS within the Employee's restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR, after communicating within the Employer or its designee about the availability of transitional work, has not provided restrictions, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL.

Section 18.7 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in private employment of any nature whether or not such private employment is in a firefighting related field, and whether or not such private employment was secured through the City of Montgomery.

Section 18.8 Before an Employee on injury leave will be permitted to return to his or her former position of employment, he or she shall submit to the Chief a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform all the duties of his position. Additionally, the Chief may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to full duty.

ARTICLE 19
LEAVES OF ABSENCE

Section 19.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Leave A physically or mentally incapacitated Employee may request a disability leave after all other leave is exhausted. A disability leave for a period not to exceed six (6) months for mental disability and twelve (12) months for physical disability may be granted when the disability continues beyond the accumulated sick leave rights provided the Employee furnishes satisfactory medical proof of such a disability along with his/her written request and is:
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;
or
 3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician. It is the Employee's responsibility to request a disability leave since such disability leave is not granted automatically when the Employee's sick leave has expired.

In order to maintain re-employment rights, the Employee must request to return prior to the conclusion of the disability leave. When an Employee is ready to return to work, he/she shall furnish a statement by a physician releasing the Employee as able to return to work. Replacements for workers on disability leave are employed pursuant to C (3) of this Section.

- B. Employer Required Disability Leave The Employer may require an Employee to be examined by a licensed physician, selected by the Employee from a list of three (3) submitted by the Employer, at the Employer's expense. An Employee found to be unable to physically perform the substantial duties of his/her position shall be placed on Disability Leave as described in Paragraph A above.
- C. If the physician hired by the Employer and the Employee's physician are in disagreement regarding the ability of an Employee to return to his/her duties, the Employer's physician and Employee's physician will mutually select a third

physician to resolve the disagreement as to the determination of return to duty. The cost of such evaluation/examination shall be borne equally by the parties. The decision of the third physician shall be binding upon the City, the Union and the Employee.

D. Leave of Absence The Employer may grant a leave of absence to any Employee for personal reasons of the Employee after all other leave is exhausted. Such a leave may not be renewed or extended beyond six (6) months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied, or to the next available similar position if the Employee's former position no longer exists.
4. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an Employee fails to return to work at the expiration of an approved leave of absence, such Employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of leave.

E. No benefits or service credit shall be accrued by an Employee granted an unpaid leave of absence, except that group insurance coverage may continue to be

available at the Employee's option pursuant to the terms and conditions of COBRA, except in the case of Section F below.

- F. The provisions of the Family Medical Leave Act, as amended, shall apply to unpaid leave under this section.

Section 19.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

- A. Court Leave

The Employer shall grant full pay where an Employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An Employee released from jury or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation and State Employment Relations Board hearings. The Employer will not pay Employees who appear in court for criminal or civil cases, when the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or personal day leave, or vacation at the discretion of the Employee. An Employee shall request prior approval for court leave, in order for such leave to be granted.

- B. Military Leave

Military Leave will be provided in accordance with State and Federal Law.

ARTICLE 20
NO STRIKE/NO LOCKOUT

Section 20.1 The Employer and the IAFF recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, picketing, or any other concerted activity which would interrupt the operation or services of the Employer.
- B. During the life of this Agreement, the Employer shall not cause permit or engage in any lockout of the bargaining unit Employees unless those Employees have violated Section A above.

Section 20.2 In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violated Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 20.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- A. Publicly disavow such action by the Employees;
- B. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- C. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- D. Post notices on the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 20.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 21.1 The Employer shall supply at no cost all equipment required by the Employer. The Employer shall supply to the employee all uniforms, including City logo gym shorts and t-shirts, excluding socks and underwear, in quantities not to exceed \$500.00 per Employee per calendar year. Additionally, the Employee may use the uniform and equipment allowance to purchase gym shoes, business attire (City or fire department logo embossed), and/or fitness monitoring device. Any uniforms or equipment purchased in excess of \$500.00 per Employee shall be the responsibility of the Employee. Employees not utilizing the total \$500.00 per year forfeit the remainder of the money at the end of the year.

Section 21.2 All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit Employee, all uniforms and equipment shall be returned to the Employer in the condition as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an Employee, or damaged through the negligence of the Employee, shall be either replaced, repaired, or paid for at the current market value by the Employee, at the option of the Employer.

Section 21.3 Uniform and equipment items that require replacement due to normal and reasonable wear and tear may be submitted to the Employer for replacement on a scheduled basis as determined by the Employer. The Employer shall order, pay for, and distribute such replacement items, not to exceed the total amount allotted in Section 21.1, above.

Section 21.4 The Employer will make available a washing machine, a dryer, supplies used to launder and sufficient facilities so that Employees are not required to use their family facilities to clean their uniforms.

Section 21.5 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Fire Chief.

Section 21.6 When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the employee, the repair or replacement cost of

such items shall be deducted from the pay of the responsible Employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an employee, repair or replacement shall be made at the expense and discretion of the Employer.

Section 21.7 Where a bargaining unit employee supplies evidence that he/she sustained damage to personal property while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars (\$100.00) per year, or, in the case of eyeglasses, the actual replacement of the exact same eyeglass. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

ARTICLE 22
WAIVER IN CASE OF EMERGENCY

Section 22.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor or the City Manager of the City of Montgomery or Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of Employees.

Section 22.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 23
OUTSIDE EMPLOYMENT

Section 23.1 At the sole discretion of the Employer, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside employment shall not conflict with the Employee's duties as a member of the Fire Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements. However, an employee may not perform outside work during the eight (8) hours immediately preceding the Employee's shift at the Montgomery Fire Department. This restriction does not apply to overtime hours or traded shifts at the Montgomery Fire Department.

Section 23.2 If the Employer determines that an Employee's outside work interferes with his/her performance or the ability to meet employment requirements of the Fire Department, the Employee may be required to terminate the outside employment if he/she desires to retain Fire Department employment.

Section 23.3 Outside employment that constitutes a conflict of interest is prohibited.

Section 23.4 The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

ARTICLE 24
WELLNESS AND PHYSICAL FITNESS

Section 24.1 Wellness Program: The parties agree to abide by and incorporate by reference herein the City's Wellness Incentive Program and any changes therein the City subsequently determines are appropriate. All full-time Employees must be active in the City wellness program. Failure to be active will result in formal discipline. "Active" means joining the program.

Section 24.2 Physical Fitness Program:

- A. Examination: Employees must complete an annual physical to be paid for by the City performed by a City selected physician.
- B. Fitness Program: The IAFF/IAFC Labor Management Wellness and Fitness Initiative will be recognized as the guide for the improvement of the quality of life for all uniformed employees covered under this Agreement. Participation shall be considered mandatory for all employees covered under this Agreement. The City agrees to maintain, but will not exceed, the current level of resources to support the wellness and fitness program, unless the City, in its sole discretion, chooses to exceed the current levels. This includes an annual physical examination for all career uniformed Employees. The City agrees to provide sufficient opportunities for Employees to participate in this program during normal working hours; however, each Employee is required to participate in a physical fitness program during each shift worked except as waived by the Fire Chief and must document their participation as described in section 24.2 section D below. The Union will be responsible for a fitness assessment for each Employee and semi-annual appraisals. The Union hereby agrees to notify the Fire Chief of any problems or concerns relative to an employee's participation or physical condition. An Employee may be disciplined for failing to workout consistently. An Employee cannot be formally disciplined for failure to improve in performance (i.e. failure to get stronger).
- C. Subject to the limitations provided above, the City agrees to assume any financial obligation associated with the fitness assessments, provide necessary equipment

for conducting said fitness assessments and required training for the member responsible for conducting the fitness assessment.

- D. Each Employee will track his own daily workouts in a daily log. The appropriate log will be designated by the Chief. The responsibility to log daily workouts rests solely on the individual Employee. The department Wellness Representative will deliver a summary of the log to the Chief on a monthly basis.

ARTICLE 25

PERFORMANCE APPRAISALS AND TRAINING

Section 25.1 Performance Achievement Plan: Each Employee will receive a written appraisal of job performance at least once each year. Employee performance appraisals provide for identifying strengths and weaknesses of job performance, establishing recommendations and goals for improved performance, and for making sound decisions regarding employee assignments, training, pay for performance increases, merit bonus for Employees at the top of their respective pay range, promotions, and other personnel actions. The appraisal shall include the supervisor's evaluation of Employee, peer review comments, Employee review of past year's work and a performance achievement plan for the coming year. The appraisal shall occur on or about the Employee's anniversary of hire date. Employees must achieve a satisfactory rating in the annual appraisal in order to become eligible for their next increase or step, if applicable.

Section 25.2 Training: Employees shall complete a minimum of sixty (60) hours of training offered by the City of Montgomery Fire Department. Training shall occur during the Employees' regularly scheduled shift. Any training attended outside the scheduled shift must have prior authorization of the Fire Chief or his designee. Expenses for training to maintain certifications may be covered by the City in its discretion. The City will continue to provide sufficient on-duty training opportunities for Employees to maintain their certifications.

ARTICLE 26
SHIFT TRADES

Section 26.1 Employees with equivalent skills and certifications may, with seventy-two (72) hours prior notice to the Fire Chief or his/her designee, trade working hours or scheduled days off with other bargaining unit members. In the event of such trade, the hours worked shall be excluded in the calculation of the hours for which the substituting Employee would otherwise be entitled to overtime compensation. Where one Employee trades with another, each Employee will be credited as if he or she worked his or her normal work schedule for that shift. Each trade shall be in increments of one (1) hour. Shift trades may be denied if the Fire Chief or his/her designee determines that training schedules or other departmental functions may be disrupted by a proposed shift trade.

Section 26.2 An Employee who agrees to work a shift trade will be obligated to report at the agreed upon time and work the trade period on the same basis as his or her normal shift assignments. An Employee who fails to report to work for a scheduled trade shall lose one and one-half (1 ½) hours of accrued vacation leave for each hour of scheduled trade time missed. If the employee does not have enough remaining vacation leave, then the employee must use personal leave. If the employee does not have enough personal leave, then the amount will be taken out of holiday pay. If an employee receives this penalty, the employee will lose his or her eligibility to trade for 180 days, beginning at the time of the occurrence. However, if an employee fails to report to work for a scheduled trade due to an FMLA qualifying absence, the employee will lose one and one-half hours for each hour of trade time missed but will not be restricted from trades for 180 days. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.

Section 26.3 The parties agree that the shift trades under this procedure comply with the requirements of 29 C.F.R. 553.31 and 29 U.S.C. 207(p)(3).

Section 26.4 All trades shall comply with the following rules:

1. All trades shall be between two (2) parties in active status (no three-way trades).
2. The Employer shall incur no financial burden by an employee-initiated trade.
3. Under no circumstances shall an employee work more than forty-eight (48) consecutive hours.
4. No Employee may be involved in more than nine (9) trades per Fire Department payroll year, except as otherwise approved by the Fire Chief.

ARTICLE 27
REIMBURSEMENT OF EXPENSES

Section 27.1 If the Employer requires any bargaining unit Employee to expend personal funds in connection with the performance of his/her assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 27.2 The maximum per diem expenses for meals and/or lodging shall be determined by the Employer prior to such expenditures. The per diem levels shall be established in accordance with the guidelines of the United States Internal Revenue Services or policies of the Employer that are in effect, whichever is greater.

Section 27.3 When the Employer requires a bargaining unit Employee to use his/her own vehicle for travel required by the Employer, the Employee shall be compensated for mileage at the rate currently authorized by the United States Internal Revenue Service, or current City policy, whichever is greater. All parking expenses shall also be reimbursed.

Section 27.4 Tuition Reimbursement Policy.

- A. Each full time bargaining unit Employee shall be eligible for tuition reimbursement for job related courses only (no supplies or other expenses). The Employer reserves the right to determine which courses are considered job related, and for which courses the Employee shall be reimbursed.
- B. The rate of reimbursement shall be based upon the following scale:
 - A = 100% Reimbursement
 - B = 80% Reimbursement
 - C = 60% Reimbursement
 - Pass/Fail = 50% Reimbursement (Pass)
 - = 0% Reimbursement (Fail)

The Employee must return to the City 100% of the amount reimbursed if the Employee leaves the City service within twelve (12) months of completing the course. If the Employee leaves City service within twenty-four (24) months of

completing the course, he/she must return 50% of the reimbursed amount to the City.

- C. The determination of which courses are job related and subject to reimbursement shall not be eligible for the grievance procedure as outlined in Article 6 of this document.

Section 27.5 Before an Employee can be reimbursed for any expenses provided for in this Article, he/she must provide receipts of all expenditures to the Employer or his/her designee.

ARTICLE 28
LONGEVITY

Section 28.1 All bargaining unit members shall be compensated with a longevity bonus computed upon the bargaining unit member's length of service with the City of Montgomery. The amount of the bonus shall correspond to the following schedule effective the first full pay period in July 2024:

Number of Years of Completed Service	Hourly Pay Supplement (Tour)	Hourly Pay Supplement (2080)
1	\$0.04	\$0.05
2	\$0.06	\$0.07
3	\$0.07	\$0.10
4	\$0.09	\$0.12
5	\$0.18	\$0.24
6	\$0.20	\$0.26
7	\$0.22	\$0.29
8	\$0.24	\$0.31
9	\$0.26	\$0.34
10	\$0.37	\$0.48
11	\$0.39	\$0.50
12	\$0.41	\$0.53
13	\$0.43	\$0.55
14	\$0.44	\$0.58
15	\$0.55	\$0.72
16	\$0.57	\$0.75
17	\$0.59	\$0.77
18	\$0.61	\$0.79
19	\$0.63	\$0.82
20	\$0.74	\$0.96
21	\$0.76	\$0.99
22	\$0.78	\$1.01
23	\$0.80	\$1.03
24	\$0.81	\$1.06
25	\$0.92	\$1.20
26	\$0.94	\$1.23
27	\$0.96	\$1.25
28	\$0.98	\$1.27
29	\$1.00	\$1.30
30	\$1.11	\$1.44

Section 28.2 Longevity bonuses will be paid by including a pro-rated amount into each Employee's hourly rate throughout the year as indicated in the chart above. The hourly longevity bonus shall begin to be paid on the first pay period following the Employee's anniversary date.

ARTICLE 29

BADGE, HELMET AND BOOTS AT RETIREMENT

Section 29.1 Upon retirement from the City of Montgomery in good standing and under the Police & Firemen's Disability & Pension Fund System, bargaining unit members may purchase their Fire Helmet, Boots and Badge at a cost of \$1.00. Good standing means there was no discipline pending at the time of retirement and that there was no finding or determination that the bargaining unit member is mentally or emotionally unfit for duty.

ARTICLE 30

PAYMENT AT TIME OF SEPARATION

Section 30.1 Upon separation from employment for any reason, all unpaid wages and all accrued but unpaid vacation and holiday leave shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 30.2 When the separation from employment is due to a letter of resignation, the Employee must present such a letter to the Employer or his/her designee as far in advance as possible, but no less than fourteen (14) calendar days prior to the effective date of the resignation. As part of the fourteen (14) day notice, the Employee may not use vacation leave, personal leave or sick leave. The Employee is required to report for work on each of his/her regularly scheduled days during the fourteen (14) day period. The parties may mutually agree to waive all or part of the fourteen (14) day period.

Section 30.3 If the reason for separation is due to the death of the Employee, the payment of wages and accrued but unpaid benefits provided in this Agreement shall be paid in accordance with applicable state law.

Section 30.4 The City will endeavor to provide up to thirty (30) days of health insurance coverage for a deceased member's spouse and/or family, provided that such coverage is available from and permitted by the City's insurance carrier.

ARTICLE 31
LABOR/MANAGEMENT MEETINGS

Section 31.1 In the interest of sound labor/management relations, the Employer and/or his/her designee(s) shall meet with not more than two (2) representatives of the IAFF to discuss pending problems and to promote a more harmonious labor/management relationship. A third person may attend such meetings at the option of either party. Such meetings may be called by either party and shall be held not more than six (6) times in any calendar year at a mutually agreeable time and location.

Section 31.2 A list of topics to be discussed will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting. The purpose of such a meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the IAFF of changes made by the Employer which affect bargaining unit members of the IAFF.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to Employees.

Section 31.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 31.4 Meetings scheduled by the Employer with bargaining unit Employees that are called for reasons pertinent to the normal operations of the Fire Department shall not be considered Labor/Management meetings.

ARTICLE 32
DURATION OF AGREEMENT

Section 32.1 This Agreement shall be effective as of midnight on the 1st day of April, 2024, and shall remain in full force and effect until midnight on the 31st day of March, 2027, except for the Wages and Compensation Article and the Hours of Work/Overtime Article, which shall be effective the first day of the first 28-day pay period after the effective date of this contract, and the first day of the first 28-day pay period in subsequent years of the contract.

Section 32.2 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written are hereby canceled.

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 4391:**

FOR THE CITY:

Michael Young, President

Brian K. Riblet, City Manager

Kenneth Lynch, Vice-President

Julia E. Prickett, Human Resources Manager

Patrick Morgan, Union Representative

Paul Wright, Fire Chief

Ben Shapiro, Assistant Fire Chief

Joe Scholler, Esq., Frost Brown Todd LLC
Special Labor Counsel

May 23, 2024

TO: Brian K. Riblet, City Manager

FROM: Maura Gray, Finance Director 

SUBJECT: 2025 Tax Budget

REQUEST

In accordance with ORC Section 5705.28, each taxing authority must pass a Resolution adopting a Tax Budget prior to July 15th and submit their Tax Budget to the County Auditor. It is necessary for City Council to consider a Resolution approving the Tax Budget for the fiscal year beginning January 1, 2025, and submit the Tax Budget to the Hamilton County Auditor.

FINANCIAL IMPACT

It is necessary to pass the Tax Budget before July 15 and submit the Tax Budget to the County Auditor before July 20 of each year to ensure the City's share of the Local Government Fund.

BACKGROUND

The Tax Budget requires the City to estimate revenues and expenditures for funds which derive revenues from real and personal property taxes. There are many variables affecting the 2025 Tax Budget. This is not a biennium Budget year for the State, so the variability of our Tax Budget is minimized.

The City of Montgomery has two (2) funds which derive money from property taxes: the General Fund and Fire Levy Fund. Detailed schedules for these funds have been included in the 2025 Tax Budget.

Assessed Valuation:

The total assessed valuation for the year 2023 collected in 2024 for the City of Montgomery is estimated to be \$804 million. It is important to note that 2023 was a six-year revaluation year and the city experienced an increase of \$145 million in property valuation, a 22% increase from the previous year. 2025 valuation should remain relatively flat.

General Fund:

The General Fund collects 4.5 mills (3 mills inside, 1.5 mills outside) on real property. It is estimated that \$2,690,000 will be collected in property taxes in 2024 for the General Fund; it is expected that this number will remain relatively constant in 2025.

Income tax collections in the General Fund are estimated to be \$10.1 million of the total income tax collection of \$13.5 million estimated in 2024. The total income tax received in 2023 was just under 12.5 million. Income tax is allocated 75% to the General Fund, 25% to the Capital Fund, and 5% to the General Bond Retirement Fund. The General Fund allocation of 2025 income tax revenue is expected to be 10.3 million.

Other General Fund revenues are estimated to remain relatively flat. Total revenues of the General Fund for 2025 are estimated at \$15,397,260 as compared to \$15,313,939 estimated for 2024.

Expenditures of the General Fund are estimated to be \$ 13,971,975 in 2025, as compared to \$13,861,195 in 2024.

Transfers from the General Fund programmed for 2024 and estimated for 2025 are as follows:

Line Item	2024	2025
School Resource Officer	\$21,550	\$21,550
Environmental Impact Tax	\$15,000	\$21,000
Street Maintenance & Repair	\$500,000	\$500,000
Municipal Pool	\$0	\$0
Capital Improvement	\$0	\$0
Total	\$536,550	\$542,550

It is estimated that the General Fund will have a balance of approximately \$19.2 million at the end of fiscal year 2025.

Fire Levy Fund:

The Fire Fund consists of two permanent levies with no expiration date. The 5.55 mill levy was passed in 1999 and a 6.0 mill levy was approved by the voters in May of 2018. Total revenues in the Fire Levy Fund are estimated to be \$6,146,420 in 2025, keeping estimated revenues close to the 2024 levels.

Total expenditures for the 2025 Fire Levy Fund are estimated at \$5,247,357 as compared to \$5,511,501 estimated for 2024.

The estimated ending balance for the Fire Levy Fund for 2025 is \$15,023,291. This is \$899,063 higher than the estimated 2024 ending balance. This balance exceeds the City's fund balance reserve policy of 6 to 12 months.

Other Operating Funds:

The other operating funds addressed in the 2025 Tax Budget are estimated to be continuations of current budget spending levels with adjustments made for healthcare and personnel costs by labor contracts.

Capital Projects Spending:

Capital spending is projected at \$4,403,929 to be spent on permanent improvements. These projects were taken from the 2022-2026 Capital Improvement Program and are projects which were reviewed and approved by Council on an individual basis. The presentation of these projects in this Tax Budget is intended to indicate an estimated level of spending for capital outlay.

Debt Service:

A schedule of Outstanding Debt is presented in the 2025 Tax Budget. It is estimated that the City will have approximately \$43,360,000 million of outstanding debt as of January 1, 2025, for Special and General Obligation debt. Debt service payments for this debt in 2025 will be \$1,885,000 for principal repayment and \$1,421,780 for interest expense.

STAFF RECOMMENDATION

Staff requests a public hearing on the 2025 Tax budget on June 19th and consideration for approval by Council at the July 10, 2024, Business Session.

RESOLUTION NO. _____, 2024

A RESOLUTION ADOPTING A TAX BUDGET FOR 2025

WHEREAS, pursuant to Section 5705.30 of the Ohio Revised Code, the taxing authority of each municipality is required to adopt a tax budget on or before the 15th day of July for the next succeeding year; and

WHEREAS, a Public Hearing was held June 19, 2024 and public notice was given in the manner provided by law; and

WHEREAS, copies of the budget have been filed in the Office of the City Manager for public inspection for the ten (10) day period preceding the Public Hearing.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Montgomery, Hamilton County, Ohio, that:


SECTION 1. The Council hereby adopts the tax budget proposed for 2025 in the form in which it has been proffered to this Council by the Finance Department, a copy of which is attached hereto and included herein by reference. In further conformity with Section 5705.30 of the Revised Code, the budget shall be submitted to the County Auditor on or before July 15, 2024.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:


Terrence M. Donnellon, Law Director

City of Montgomery, Ohio
Hamilton County, Ohio
July 15, 2024

This Budget must be adopted by the Council of Montgomery Ohio on or before July 15th, and two copie must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the County Auditor of said County:

The following Budget year beginning January 1, 2025, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed  Maura Gray, Director of Finance
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SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
AND COUNTY AUDITOR'S ESTIMATED RATES**

For Municipal Use	For Budget Commission Use			For County Auditor Use	
FUND	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved Budget Commission 10 Mill Limitation	Budget Year Amount Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
GOVERNMENT FUNDS					
GENERAL FUND	2,716,900				
FIRE LEVY FUND	5,562,070				
PROPRIETARY FUNDS					
FIDUCIARY FUNDS					
TOTAL ALL FUNDS	8,278,970				

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	2,527,700	2,500,784	2,690,000	2,716,900
Tangible Personal Property Taxes				
Municipal Income Taxes	9,213,567	9,370,668	10,125,000	10,376,875
Other Local Taxes			-	-
Total Local Taxes	11,741,267	11,871,452	12,815,000	13,093,775
Intergovernmental Revenues				
Local Government- State	54,549	56,714	52,520	53,045
Local Government- County	182,642	188,044	190,890	192,799
Estate Tax			-	-
Cigarette Tax	75	113	25	25
Liquor Tax	38,753	6,803	21,000	21,000
Property Tax Allocation (homestead rollback)	320,913	322,796	306,030	306,030
Other State Shared Taxes and Permits			-	-
Total State Shared Taxes and Permits	596,932	574,470	570,465	572,899
Federal Grants or Aid				
State Grants or Aid				
Other Grants or Aid	4,725	29,800	2,000	2,000
Total Intergovernmental Revenues	601,657	604,271	572,465	574,899
Interest Income	336,989	1,049,526	1,000,000	800,000
Special Assessments			-	-
Building and Construction Permits	426,119	407,343	400,000	400,000
Charges for Services	414,771	414,449	396,349	398,655
Fines, Licenses and Permits	66,409	55,696	55,625	55,631
Miscellaneous Revenues	125,128	921,270	74,300	74,300
Other Financing Sources:				
Lease Payments			-	-
Transfers	1,091,737	0.00	200	-
Reimbursements			-	-
Other Sources			-	-
TOTAL REVENUES	14,804,077	15,324,006	15,313,939	15,397,260

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
EXPENDITURES				
Security of Persons and Property				
Personal Services and Benefits	3,509,352	3,532,328	3,931,570	4,125,505
Travel Transportation & Training	34,474	21,282	37,000	33,000
Contractual Services	227,951	241,755	278,300	275,300
Supplies and Materials	122,956	104,397	125,500	125,500
Capital Outlay	13,403	32,759	13,600	5,200
Total Security of Persons and Property	3,908,135	3,932,521	4,385,970	4,564,505
Public Health Services				
Personal Services and Benefits			-	-
Travel Transportation & Training			-	-
Contractual Services			-	-
Supplies and Materials	55,842	57,339	59,500	59,500
Capital Outlay			-	-
Total Public Health Services	55,842	57,339	59,500	59,500
Leisure Time Activities				
Personal Services and Benefits	490,421	588,675	649,715	684,294
Travel Transportation & Training	4,249	825	11,500	11,500
Contractual Services	430,042	495,962	592,228	586,729
Supplies and Materials	156,908	164,927	205,100	209,790
Capital Outlay	57,331	67,424	104,500	91,000
Total Leisure Time Activities	1,138,951	1,317,813	1,563,043	1,583,313
Community Environment				
Personal Services and Benefits	377,885	407,178	465,637	486,723
Travel Transportation & Training	3,137	4,287	9,700	9,700
Contractual Services	446,207	472,070	772,675	520,279
Supplies and Materials	14,978	4,437	13,700	10,200
Capital Outlay	985	-	1,900	1,900
Total Community Environment	843,193	887,971	1,263,612	1,028,802
Basic Utility Services				
Personal Services and Benefits			-	-
Travel Transportation & Training			-	-
Contractual Services (solid waste)	683,362	749,806	930,000	985,000
Supplies and Materials	-		-	-
Capital Outlay	-		-	-
Total Basis Utility Services	683,362	749,806	930,000	985,000

FUND NAME: GENERAL FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
Public Works				
Personal Services and Benefits	584,866	591,152	648,395	677,609
Travel Transportation & Training	3,347	8,402	9,000	9,000
Contractual Services	113,338	646,355	245,100	241,200
Supplies and Materials	12,081	8,029	14,900	15,000
Capital Outlay	57,577	662	4,900	4,500
Total Public Works	771,210	1,254,600	922,295	947,309
General Government				
Personal Services and Benefits	1,718,660	1,697,160	1,822,225	1,901,653
Travel Transportation & Training	63,331	75,869	119,400	119,600
Contractual Services	1,674,670	1,601,437	2,152,150	2,158,493
Supplies and Materials	36,138	62,272	67,650	68,650
Capital Outlay	290	4,701	38,800	12,600
Total General Government	3,493,089	3,441,439	4,200,225	4,260,996
Total General Fd Before Other Uses	10,893,783	11,641,489	13,324,645	13,429,425
Debt Service				
Redemption of Principal				
Interest				
Total Debt Service				
Other Uses of Funds				
Transfers				
to Street Maintenance Fund	900,000	500,000	500,000	500,000
to Municipal Pool	15,000	-	-	-
to Downtown Improvement Fund	4,500,000	-	-	-
to Montgomery Quarter Construction Fund	-	2,500,000	-	-
to School Resource Officer Fund	66,550	21,550	21,550	21,550
to Environmental Impact	21,000	21,000	15,000	21,000
to Pandemic Relief Fund	591,237	-	-	-
Total Other Uses of Funds	6,093,787	3,042,550	536,550	542,550
Advances Out				
TOTAL EXPENDITURES	16,987,570	14,684,039	13,861,195	13,971,975
Revenues over/(under) Expenditures	(2,183,493)	639,968	1,452,744	1,425,285
Beginning Unencumbered Balance	18,411,392	16,227,900	16,867,868	18,320,612
Ending Cash Balance	16,227,900	16,867,868	18,320,612	19,745,897
Estimated Encumbrances (outstanding at year end)	230,596	739,026	500,000	
Estimated Ending Unencumbered Fund Balance	15,997,304	16,128,842	17,820,612	19,745,897

FUND NAME: FIRE LEVY FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
REVENUES				
Real Estate				
Real Estate Property Tax	5,234,831	5,157,052	5,507,000	5,562,070
Personal Property Tax				
Property Tax Allocation	235,846	235,055	235,000	237,350
Other	23,934	80,395	117,500	147,000
Interest	63,934	-		
EMS Fees	324,345	334,682	200,000	200,000
Total Real Estate Taxes	5,882,890	5,807,184	6,059,500	6,146,420
Transfer from General Fund				
Miami Conservancy				
Charter Fire Force				
Proceeds From Debt				
Charter Fire Force				
TOTAL REVENUES	5,882,890	5,807,184	6,059,500	6,146,420
EXPENDITURES				
Personal Services and Benefits	3,340,000	3,589,412	4,275,531	4,466,395
Travel Transportation & Training	31,792	33,043	57,900	59,549
Contractual Services	215,471	258,298	318,750	297,480
Supplies and Materials	67,691	57,248	67,200	69,133
Capital Outlay	47,713	2,064,495	792,120	354,800
TOTAL EXPENDITURES	3,702,667	6,002,496	5,511,501	5,247,357
Revenues over/(under) Expenditures	2,180,223	(195,313)	547,999	899,063
Beginning Unencumbered Balance	11,991,319	14,171,542	13,976,229	14,524,228
Ending Cash Balance	14,171,542	13,976,229	14,524,228	15,423,291
Estimated Encumbrances (outstanding at year end)	487,131	68,094	400,000	
Estimated Ending Unencumbered Fund Balance	13,684,411	13,908,135	14,124,228	15,423,291

FUND NAME:

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
REVENUES				
Local Taxes				
General Property Taxes-Real Estate				
Tangible Personal Property Taxes				
Total Local Taxes			-	-
Charges for Services				
Interest Income				
Transfers from				
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
Personal Services and Benefits				
Travel Transportation			-	-
Contractual Services				-
Supplies and Materials				-
Capital Outlay				-
TOTAL EXPENDITURES	-	-	-	-
Revenues over/(under) Expenditures	-	-	-	-
Beginning Unencumbered Balance	-	-	-	-
Ending Cash Balance	-	-	-	-
Estimated Encumbrances (outstanding at year end)	-	-	-	-
Estimated Ending Unencumbered Fund Balance	-	-	-	-

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
Police Department			
In-car video cameras	\$11,000	\$11,000	Capital Improvement Fund
Furnace / HVAC Safety Center	\$5,380	\$5,380	Capital Improvement Fund
Site Parking and Paving	\$12,100	\$12,100	Capital Improvement Fund
Recreation			
Event Booths/Tents	\$5,500	\$5,500	Capital Improvement Fund
Movie screen and sound	\$2,000	\$2,000	Capital Improvement Fund
HVAC Replacement Annex	\$5,000	\$5,000	Capital Improvement Fund
City Parks			
Updated Playground equipment	\$8,000	\$8,000	Capital Improvement Fund
Safety surface for playground areas	\$7,000	\$7,000	Capital Improvement Fund
Replace park maintenance utility vehicle	\$20,000	\$20,000	Capital Improvement Fund
Asphalt Path Repairs	\$20,000	\$20,000	Capital Improvement Fund
Replacement / Installation of Playground Equipment	\$250,000	\$250,000	Capital Improvement Fund
Dumpster Enclosure Replacement	\$2,800	\$2,800	Capital Improvement Fund
Tennis Court Resurfacing	\$30,000	\$30,000	Capital Improvement Fund
Pioneer Park Roof Replacement	\$57,000	\$57,000	Capital Improvement Fund
Parking Lot Paving/Repairs	\$32,100	\$32,100	Capital Improvement Fund
Basketball Court Resurfacing	\$18,000	\$18,000	Capital Improvement Fund
Nueilly Plaisance upgrades/renovation	\$50,000	\$50,000	Capital Improvement Fund
Pioneer Park pond dock decking	\$35,000	\$35,000	Capital Improvement Fund
Park restroom floor coating & other improvements	\$32,000	\$32,000	Capital Improvement Fund
Park Structure Painting	\$5,000	\$5,000	Capital Improvement Fund
Swalm and Terwilliger Lodges			
Building Repair and Maintenance & HVAC	\$10,000	\$10,000	Capital Improvement Fund
Terwilliger Lodge deck	\$4,500	\$4,500	Capital Improvement Fund
Special Events			
Event upgrades	\$5,000	\$5,000	Capital Improvement Fund
Historical Building Operations			
Johnson Murdough Building Exterior Painting	\$7,000	\$7,000	Capital Improvement Fund
Universalist Church roof replacement	\$80,000	\$80,000	Capital Improvement Fund
Public Works Administration			
Fountain repair/refurbishment	\$40,000	\$40,000	Capital Improvement Fund
General Government			
Vehicle Replacement per Fleet Management	\$600,000	\$600,000	Capital Improvement Fund

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
Street Maintenance and Repair			
Bobcat Replacement	\$80,000	\$80,000	Capital Improvement Fund
Track Hoe Replacement	\$75,000	\$75,000	Capital Improvement Fund
Asphalt Surface Treatments	\$135,000	\$135,000	Capital Improvement Fund
Crack Sealing Program	\$45,000	\$45,000	Capital Improvement Fund
Curb Repairs	\$70,000	\$70,000	Capital Improvement Fund
Contingencies	\$45,000	\$45,000	Capital Improvement Fund
Sidewalk Repairs	\$57,000	\$57,000	Capital Improvement Fund
Small Drainage Projects	\$110,000	\$110,000	Capital Improvement Fund
Repair/Replace Corrugated Metal Pipe Infrastructure	\$45,000	\$45,000	Capital Improvement Fund
Traffic Signal Improvements (South System)	\$10,000	\$10,000	Capital Improvement Fund
Traffic Signal Improvements (North System)	\$1,500	\$1,500	Capital Improvement Fund
Heritage District Street Light Upgrades	\$10,000	\$10,000	Capital Improvement Fund
Mill and Replace Asphalt at PW building	\$25,600	\$25,600	Capital Improvement Fund
New City Logo Implementation	\$50,000	\$50,000	Capital Improvement Fund
HAM-22-15.22 Montgomery Rd (Pfeiffer to Weller)	\$812,699	\$812,699	Capital Improvement Fund
Heritage District Paver Crosswalk Replacements	\$100,000	\$100,000	Capital Improvement Fund
Montgomery Rd at Kennedy Ln Traffic Signal Replace	\$250,000	\$250,000	Capital Improvement Fund
Heritage District Streetscape Replacements	\$450,000	\$450,000	Capital Improvement Fund
Parrott Alley pergola replacements	\$38,000	\$38,000	Capital Improvement Fund
Municipal Pool			
Bathhouse Repairs	\$3,000	\$3,000	Capital Improvement Fund
Concession Area Updates	\$1,000	\$1,000	Capital Improvement Fund
Painting Pool Facilities	\$4,000	\$4,000	Capital Improvement Fund
Paint, Repair Pool Facility and Structure	\$5,000	\$5,000	Capital Improvement Fund
Pool Pump Room Equipment/Maintenance	\$5,000	\$5,000	Capital Improvement Fund
Pool Deck	\$1,000	\$1,000	Capital Improvement Fund
Water Play Feature/Slide	\$85,000	\$85,000	Capital Improvement Fund
Site Parking and Paving	\$12,000	\$12,000	Capital Improvement Fund
Urban Redevelopment Fund			
Contract Services	\$5,000	\$5,000	Urban Redevelopment Fund
Streetscape Fill-in Equipment	\$5,000	\$5,000	Urban Redevelopment Fund
Heritage District Pedestrian Improvements	\$2,500	\$2,500	Urban Redevelopment Fund
Streetscape Fill-in Projects	\$2,500	\$2,500	Urban Redevelopment Fund
Triangle Equivalent TIF Fund	\$179,200	\$179,200	Tax Increment Financing
Vintage Club Capital Construction Fund	\$300,000	\$300,000	Tax Increment Financing
Downtown Improvements	\$550	\$550	Downtown Improvements Fund
Cemetery Expendable Trust			
Cemetery Utility Vehicle Replacement	\$20,000	\$20,000	Capital Improvement Fund
Asphalt Road and Curb Repairs	\$4,500	\$4,500	Capital Improvement Fund
Sealing of Asphalt Walking Paths	\$4,500	\$4,500	Capital Improvement Fund
TOTAL PERMANENT IMPROVEMENTS	\$4,403,929	\$4,403,929	
Break Down by Name of Paying Fund			
Capital Improvement Fund	\$3,909,179	\$3,909,179	
Tax Increment Financing	\$479,200	\$479,200	
Urban Redevelopment Fund	\$15,000	\$15,000	
Downtown Improvements	\$550	\$550	
Total of all Funds	\$4,403,929	\$4,403,929	

COUNTY AUDITOR'S ESTIMATE
 Tax Levies and Rates for
 Assessed Valuation \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITH IN 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
TOTAL		
LEVIES OUTSIDE 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
STATE		
TOTAL		
TOTAL LEVY FOR ALL PURPOSES		

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amount of Bonds & Notes Outstanding Beginning of Budget Year 1-1-2025	Amount Required for Interest	Amount Required for Principal
INSIDE THE 10 MILL LIMIT									
Special Assessments									
Montgomery Woods Sidewalk Special Assessment		09/97	12/17	97-17	S	6.00%	-	-	-
Tanager Woods 1999		12/04	12/19	99-6	S	6.00%	-	-	-
Various Purpose Refunding 2003		Various	Various	030-3	S	3.80-2.00%	-	-	-
Total							-	-	-
General Obligation Notes									
Series 2022 GO BAN (MO) estimated		6/23/2020	8/6	4-2020	S	4.50%	6,000,000	275,000	500,000
Total							6,000,000	275,000	500,000
Special Obligation Revenue Bonds									
Series 2013 Bonds/Refunding- Vintage Club		05/13	Dec-37	9/13	S	4.30%	8,840,000	258,590	575,000
Series 2018 Bonds- Vintage Club North PH II		6/18	Dec-37	5/18	S	4.50%	4,915,000	226,807	260,000
Series 2020 Bonds-MQ Phase I		12/22	Dec-2050	11-2020	S	3.20%	22,605,000	661,385	550,000
Total							36,360,000	1,146,782	1,385,000
Grand Total							42,360,000	1,421,782	1,885,000

FUND	Estimated Unencumbered Fund Balance 1-Jan-25	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 31-Dec-25
				Personal Services	Other	Total	
GOVERNMENTAL-SPECIAL REVENUE:							
209 Memorial Fund	51,405	3,000	54,405	-	6,500	6,500	47,905
210 Parks and Recreation	10,334	600	10,834	-	500	500	10,334
214 OneOhio Fund	21,408	4,250	25,658	-	500	500	25,158
215 Law Enforcement	349,796	101,700	451,496	-	109,500	109,500	341,996
216 Drug Enforcement	5,434	500	5,934	-	400	400	5,534
217 DUI Enforcement and Education	6,260	1,000	7,260	-	1,000	1,000	6,260
218 Mayor's Court Technology	48,212	4,050	52,262	-	11,125	11,125	41,137
219 School Resource Officer	158,264	166,950	325,214	169,478	3,650	173,128	152,086
220 Law Enforcement Assistance	15,520	1,000	16,520	-	1,000	1,000	15,520
221 Coronavirus HB 481 Relief	-	-	-	-	-	-	-
222 Pandemic Relief Fund	241,237	-	241,237	-	-	-	241,237
224 FEMA	-	-	-	-	-	-	-
227 Environmental I	70,393	9,000	79,393	-	8,000	8,000	71,393
228 Environmental II	28,090	19,759	47,849	-	10,150	10,150	37,699
229 Environmental III	75,808	9,000	84,808	-	10,000	10,000	74,808
230 Environmental IV	39,674	6,000	45,674	-	5,000	5,000	40,674
261 Street Maintenance and Repair	2,278,727	1,099,288	3,378,015	862,681	392,601	1,255,282	2,122,733
265 State Highway	133,296	46,500	179,796	-	44,000	44,000	135,796
266 Permissive MVL Fund	264,103	79,500	343,603	-	78,000	78,000	265,603
275 Municipal Pool	322,476	266,400	588,876	-	325,286	325,286	263,590
485 Art and Amenities	592,076	31,000	623,076	-	37,250	37,250	585,826
Total Special Revenue Funds	4,712,511	1,849,397	6,561,908	1,032,159	1,044,462	2,076,621	4,485,287
DEBT SERVICE FUNDS:							
322 Special Assessment Bond Retirement	-	-	-	-	-	-	-
324 General Bond Retirement	450,671	723,125	1,173,796	-	830,402	830,402	343,394
328 Reserve Bond Retirement	-	-	-	-	-	-	-
329 Montgomery Quarter TIF	1,575,848	985,000	2,560,848	-	1,214,385	1,214,385	1,346,463
331 Vintage Club TIF	2,963,399	2,295,720	5,259,119	-	2,503,462	2,503,462	2,755,657
332 Vintage Club North TIF	976	757,000	757,976	-	698,960	698,960	59,016
Total Debt Service Funds	4,990,894	4,760,845	9,751,739	-	5,247,209	5,247,209	4,504,530
CAPITAL PROJECT FUNDS:							
410 Capital Improvements	2,154,075	3,565,700	5,719,775	-	3,909,179	3,909,179	1,810,596
460 Urban Redevelopment Fund	60,054	6,100	66,154	-	15,000	15,000	51,154
461 Triangle Tax Increment	59,106	160,000	219,106	-	179,200	179,200	39,906
463 Vintage Club Capital Construction-North	860,721	40,000	900,721	-	300,000	300,000	600,721
464 Montgomery Quarter Construction	335,489	-	335,489	-	-	-	335,489
465 GRA Roundabout	105,692	-	105,692	-	-	-	105,692
480 Downtown Improvements	252,404	5,000	257,404	-	550	550	256,854
Total Capital Project Funds	3,827,541	3,776,800	7,604,341	-	4,403,929	4,403,929	3,200,412
PROPRIETARY: ENTERPRISE FUNDS							
Total Enterprise Funds	-	-	-	-	-	-	-
INTERNAL SERVICE FUNDS:							
Total Internal Service Funds	-	-	-	-	-	-	-
FIDUCIARY: TRUST AND AGENCY FUNDS							
648 Trust Reimbursements	156,405	100,000	256,405	-	100,000	100,000	156,405
601 State Fees	3,068	10,000	13,068	-	10,000	10,000	3,068
636 Historical Trust Fund	12,000	-	12,000	-	-	-	12,000
840 Cemetery Expendable Trust	409,253	62,180	471,433	-	73,850	73,850	397,583
875 Compensated Absence	448,584	30,297	478,881	-	50,000	50,000	428,881
890 Unclaimed Monies Fund	4,982	1,000	5,982	-	700	700	5,282
Total Trust and Agency Funds	1,034,292	203,477	1,237,769	-	234,550	234,550	1,003,219
TOTAL FOR MEMORANDUM ONLY	14,565,238	10,690,519	25,155,757	1,032,159	10,930,150	11,962,309	13,193,448

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Hamilton County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of Montgomery, Ohio for the BUDGET YEAR beginning January 1, 2025.

FUND	Estimated Unencumbered Fund Balance 1-Jan-25	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPES							
General Fund	18,320,612	2,716,900	-	192,799		12,487,561	33,717,872
Special Revenue Funds	19,236,739	5,562,070	-			2,433,747	27,232,556
Debt Service Funds	4,990,894		-			4,760,845	9,751,739
Capital Project Funds	3,827,541		-			3,776,800	7,604,341
PROPRIETARY FUND TYPES							
Enterprise Funds			-	-	-	-	-
Internal Service Funds							
FIDUCIARY FUND TYPE							
Trust and Agency Funds	1,034,292		-			203,477	1,237,769
TOTAL ALL FUNDS	47,410,077	8,278,970	-	192,799	-	23,662,430	79,544,276

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each must govern the amount of appropriation from such fund.

Date

 Budget Commission

June 14, 2024

TO: Brian K. Riblet, City Manager
FROM: Maura Gray, Finance Director *MG*
SUBJECT: Legislation Request Amending the Current Year Appropriations

Request

It is necessary for City Council to amend the 2024 Appropriation Ordinance to accommodate the transfer of cash and increased expenditures for the Montgomery Road at Vintage Club Boulevard Signal Improvements project.

Financial Impact

The effect of the supplemental appropriations is to increase appropriations to accommodate the transfer of cash from the Vintage Club TIF Fund (Fund 331) to the Vintage Club Capital Construction Fund (Fund 463) in the amount of \$241,000 and the subsequent appropriation of a not to exceed expenditure in Vintage Club Capital Construction Fund (Fund 463) in the amount of \$241,000.

Background

The project will improve the traffic signal located on Montgomery Road at Vintage Club Boulevard by removing the existing span wire system and replacing it with a black decorative mast arm system with illuminated street name signs, along with other upgrades. Both the transfer of cash from the Vintage TIF fund (331) and the increase in appropriation in the Vintage Club Construction Fund (463) require appropriation amendment. It is the intention to return any unexpended funds allocated in contingency to the Vintage Club TIF Fund (331) if these monies are not expended.

Recommendation

It is recommended that City Council amend the 2024 Appropriation Ordinance to increase appropriations in these funds for the year.

ORDINANCE NO. , 2024

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONTGOMERY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, on December 6, 2023, Council adopted Ordinance No. 14, 2023 entitled, *An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City of Montgomery, State of Ohio, During The Fiscal Year Ending December 31, 2024*, ("Appropriation Ordinance"), appropriating a total of \$36,057,455 for the year 2024; and

WHEREAS, appropriations within certain Funds are insufficient to meet the current obligations of the City and must be adjusted.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. Effective immediately, in order to provide for the ongoing expenses and other expenditures of the City of Montgomery, Ohio for fiscal year 2024 to balance appropriations in certain Funds, the attached Schedule, Adjustment to Appropriations, is hereby adopted as if fully set forth herein, and funds are hereby re-appropriated consistent therewith.

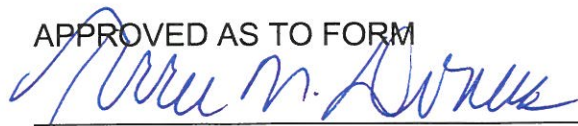
SECTION 2. This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM



Terrence M. Donnellon, Law Director

SCHEDULE A

2024 ADJUSTMENT TO APPROPRIATIONS

Fund Number	Fund Title	Initial Appropriation	Increase/Decrease Appropriation	Adjusted Appropriation
331	Vintage Club TIF	2,421,636	241,000	2,662,636
463	Vintage Club Capital Construction	300,000	241,000	541,000

June 14, 2024

TO: Brian K. Riblet, City Manager

FROM: John Crowell, Police Chief

JDC

SUBJECT: Legislation Request

Request

It is necessary for City Council to adopt a resolution that will designate GovDeals.com as internet auction agent for the disposal of surplus property for the period of August 1, 2024 through July 31, 2025.

Background

Ohio law authorizes the City to dispose of surplus and abandoned personal property through internet auction. Section 50.02 of the Code of Ordinances sets forth a procedure for the sale and disposition of lost, abandoned, stolen, seized or forfeited property ("Surplus Property") through internet auction agents.

Staff has determined that the efficient disposition of surplus property has been accomplished utilizing the internet auction service, GovDeals.com, which the City has used on multiple occasions with success.

Law Director Terry Donnellon has previously reviewed the contract with GovDeals.com and had no objections to the contract terms. There are no changes to the original contract. This contract will not prevent the City from using other surplus property disposal options but will serve to ensure that the City is in compliance with the code. These options will also remain available for other property items that may be better suited for sale through other means.

Recommendation

Staff recommend passage of the Resolution allowing the City Manager to enter into a contract with GovDeals.com for internet auction services. Passage of this Resolution allows staff to dispose of property in a cost effective and efficient manner.

RESOLUTION NO. , 2024

**A RESOLUTION AUTHORIZING INTERNET AUCTION OF SURPLUS
PERSONAL PROPERTY THROUGH GOVDEALS.COM**

WHEREAS, Ohio law authorizes the City to dispose of surplus and abandoned personal property through internet auction; and

WHEREAS, by § 50.02 of the Code of Ordinances, Council has set forth a procedure for the sale and disposition of lost, abandoned, stolen, seized or forfeited property (“Surplus Property”) through internet auction; and

WHEREAS, the Administration has determined that the most efficient disposition of Surplus Property is through the internet auction service of Liquidity Services, Inc., *d/b/a GovDeals.com*, which has served the City well in the past; and

WHEREAS, consistent with the procedure of § 50.02, Council does desire to designate its appropriate internet auction agent for disposal of Surplus Property for the period of August 1, 2024 through July 31, 2025.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. Consistent with Ohio law and § 50.02 of the Code of Ordinances, Council does hereby designate Liquidity Services, Inc., *d/b/a GovDeals.com* as its internet auction agent for the disposal of Surplus Property for the year August 1, 2024 through July 31, 2025. The City Manager is hereby authorized to enter into an appropriate contract with Liquidity Services, Inc., 1920 L Street, NW, 6th Floor, Washington, DC, 20036, 1-800-310-4604, *d/b/a GovDeals.com*, for the receipt, disposition and sale of Surplus Property. The terms of such contract shall designate that the property shall be offered for

sale As /s with the purchaser to pay all costs necessary for shipping, handling and insuring the property, and any taxes associated with the sale of such property. The terms of such contract shall provide that the minimum period of time during which bids may be accepted is Fifteen (15) days including Saturdays, Sundays and legal holidays.

SECTION 2. The Administration shall take the appropriate steps to provide notice of its intent to sell such Surplus Property by way of internet auction consistent with Ohio law and § 50.02 of the Code of Ordinances.

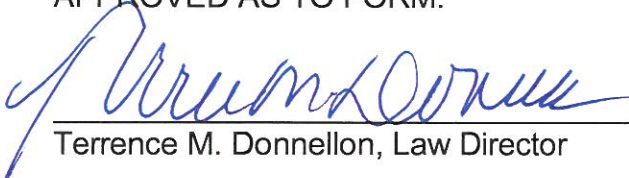
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

June 12, 2024

TO: Brian Riblet, City Manager
FROM: Gary Heitkamp, Public Works Director 
SUBJECT: Huntersknoll Court Drainage Improvements

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into Contract with Sunesis Construction Co. to complete the Huntersknoll Court Drainage Improvements project.

Financial Impact

The Huntersknoll Court Drainage Improvements was programmed in 2024 in the 410.261.5470 Street Maintenance and Repair Fund for \$540,000.00 and the 228.000.5401 Environmental Impact Area 2 Fund for \$160,000.00. In November 2023, City staff applied for a Hamilton County Stormwater Infrastructure Grant for the project, and in February 2024 was notified that the grant application was successful for an amount of \$340,500.00 to be used towards construction of the project. The grant monies are American Rescue Plan Act - State and Local Fiscal Recovery Funds (ARPA-SLFRF) and will be distributed as a reimbursement at the conclusion of construction. In addition, the five property owners involved with the project will be contributing \$6000.00 each to the project by way of assessment, thus contributing a total of \$30,000.00 to the construction of the project.

Based on the bid, it is requested that the project be approved in the amount of \$451,300.00, which is the amount of the Base Bid and a 10% contingency.

Background

The project involves the installation of 630-feet of 42-inch diameter storm sewer, along with manholes, catch basin, and other structures, within the roadway of Huntersknoll Court and Deerfield Road, and through the yards of five residential properties. The new storm sewer will replace inadequately sized storm sewers and drainage swales with the intent of reducing/eliminating roadway, structure, and

property flooding. Newly established public storm sewer easements and right-of-entries are necessary to construct the project outside of the existing City right-of-way and public easements. The five property owners are in agreement with the easements, right-of-entries, and construction of the improvements. If approved, construction will occur this Fall.

The project was publicly advertised, and a bid opening was held on Tuesday, June 11th at 10:00 AM. A total of seven (7) bids were received for this project. The lowest and best bid received was provided by Sunesis Construction Co. A complete bid summary of the seven (7) companies that submitted a bid is attached, summarized as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Sunesis Construction Co.	\$410,276.00
Smithcorp Inc.	\$439,313.00
Larry Smith Inc.	\$460,443.00
Fred A. Nemann Co.	\$513,320.00
Ford Development	\$515,795.00
Garrett Excavating	\$589,170.62
Queen City Mechanical	\$616,000.00
Engineer's Opinion of Construction Cost	\$519,112.00

Recommendation

Staff has reviewed the bids received and determined that the bid received from Sunesis Construction Co. is the lowest and best bid for the Huntersknoll Court Drainage Improvements project.

It is recommended that City Council adopt legislation to authorize City Manager Brian Riblet to enter into a Contract with Sunesis Construction Co. to construct the project.

The amount of the recommendation includes \$41,027.00 in project contingency funding, which is an amount equal to 10% of the Base Bid.

If there are any questions or if additional information is required, please do not hesitate to contact me.

RESOLUTION NO. _____, 2024

A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SUNESIS CONSTRUCTION CO. FOR THE HUNTERSKNOLL COURT DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the City is required by statute to solicit competitive bids for goods or services which are anticipated to exceed a contract price of Seventy Five Thousand Dollars (\$75,000); and

WHEREAS, the City has advertised for bids for the Huntersknoll Court Drainage Improvements Project to install certain stormwater improvements within properties on Huntersknoll Court; and

WHEREAS, the City has received a bid from Sunesis Construction Co. which the Administration has determined to be the lowest and best bid and has recommended acceptance.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. The bid of Four Hundred Ten Thousand Two Hundred Seventy-Six Dollars (\$410,276) received from Sunesis Construction Co. for the Huntersknoll Court Drainage Improvements Project is hereby determined to be the lowest and best bid received in response to an advertisement for the same.

SECTION 2. The bid from Sunesis Construction Co. is hereby accepted. The City Manager is authorized and directed to enter into a contract with Sunesis Construction Co. in accordance with the terms described in the specifications in the total amount of Four Hundred Fifty-One Thousand Three Hundred Dollars (\$451,300) which includes the bid and

an appropriate contingency.

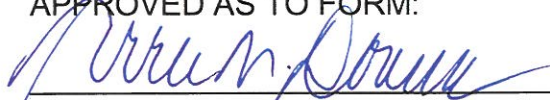
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

June 12, 2024

TO: Brian Riblet, City Manager
FROM: Gary Heitkamp, Public Works Director 
SUBJECT: Montgomery Road at Vintage Club Boulevard Signal Improvements

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into Contract with Bansal Construction, Inc. to complete the Montgomery Road at Vintage Club Boulevard Signal Improvements project.

Financial Impact

The Montgomery Road at Vintage Club Boulevard Signal Improvements will be funded through account 463-000-5470 Vintage Club Capital Construction Fund. It is requested that the project be approved in the amount of \$241,000.00, which is the amount of the Base Bid and a 10% contingency.

Background

The project will improve the traffic signal located on Montgomery Road at Vintage Club Boulevard by removing the existing span wire system and replacing it with a black decorative mast arm system with illuminated street name signs, along with other upgrades. The signal is owned and operated by the Ohio Department of Transportation (ODOT) since it is located on a State Route (US22/SR3) within Symmes Township. The City previously received ODOT's approval of the replacement project, and a traffic signal maintenance agreement was entered into between ODOT and the City outlining the maintenance responsibilities of both parties. ODOT will essentially be responsible for the operation, maintenance, and repairs of the traffic signal equipment and traffic control devices, while the City will be responsible for any aesthetic repairs, such as touch-up painting to the mast arm signal supports and pedestals.

The project was publicly advertised, and a bid opening was held on Tuesday, June 11 at 10:30 AM. A total of three (3) bids were received for this project. The lowest and

best bid received was provided by Bansal Construction, Inc. A complete bid summary of the three (3) companies that submitted a bid is attached, summarized as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Bansal Construction, Inc.	\$219,092.00
Elex, Inc.	\$237,528.00
Capital Electric Line Builders, Inc.	\$240,932.32
Engineer's Opinion of Construction Cost	\$284,524.00

Recommendation

Staff has reviewed the bids received and determined that the bid received from Bansal Construction, Inc. is the lowest and best bid for the Montgomery Road at Vintage Club Boulevard Signal Improvements project.

It is recommended that City Council adopt legislation to authorize City Manager Brian Riblet to enter into a Contract with Bansal Construction, Inc. to construct the project.

The amount of the recommendation includes \$21,908 in project contingency funding, which is an amount equal to 10% of the Base Bid.

If there are any questions or if additional information is required, please do not hesitate to contact me.

RESOLUTION NO. _____, 2024

**A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT WITH BANSAL CONSTRUCTION, INC.
FOR THE MONTGOMERY ROAD AT VINTAGE CLUB BOULEVARD
SIGNAL IMPROVEMENTS PROJECT**

WHEREAS, the City is required by statute to solicit competitive bids for goods or services which are anticipated to exceed a contract price of Seventy Five Thousand Dollars (\$75,000); and

WHEREAS, the City has advertised for bids for the Montgomery Road at Vintage Club Boulevard Signal Improvements Project to install traffic signal lights and related utilities; and

WHEREAS, the City has received a bid from Bansal Construction, Inc. which the Administration has determined to be the lowest and best bid and has recommended acceptance.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. The bid of Two Hundred Nineteen Thousand Ninety-Two Dollars (\$219,092) received from Bansal Construction, Inc. for the Montgomery Road at Vintage Club Boulevard Signal Improvements Project is hereby determined to be the lowest and best bid received in response to an advertisement for the same.

SECTION 2. The bid from Bansal Construction, Inc. is hereby accepted. The City Manager is authorized and directed to enter into a contract with Bansal Construction, Inc. in accordance with the terms described in the specifications in the total amount of Two Hundred Forty One Thousand Dollars (\$241,000) which includes the bid and an appropriate

contingency.

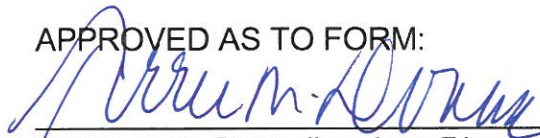
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

These minutes are a draft of the proposed minutes from the City Council meeting. They do not represent the official record of proceedings until formally adopted by the City Council. Formal adoption is noted by signature of the Clerk within the minutes.

City of Montgomery
City Council Business Session Minutes
June 5, 2024

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Greg Vonden Benken, Asst. Police Chief
Kevin Chesar, Community Dev. Director
Gary Heitkamp, Public Works Director
Maura Gray, Finance Director
Matthew Vanderhorst, Communications and Information Service Director
Paul Wright, Fire Chief
Connie Gaylor, Clerk of Council

City Council Members Present

Ron Messer, Mayor
Sasha Naiman, Vice Mayor
Lee Ann Bissmeyer
Chris Dobrozsi
Catherine Mills-Reynolds
Ken Suer

Council Members Absent

Craig Margolis

City Council convened in Council Chambers at 6:15 p.m. with Mayor Messer presiding.

ROLL CALL

Mayor Messer explained that Mr. Margolis was not in attendance at the meeting and asked for a roll call.

The roll was called and showed all members present except for Mr. Margolis.

Mayor Messer asked for a motion to excuse Mr. Margolis. Vice Mayor Naiman made a motion to excuse Mr. Margolis from the meeting. Mrs. Mills-Reynolds seconded. City Council unanimously agreed.

LEGISLATION FOR CONSIDERATION

NEW LEGISLATION

Mayor Messer asked for a motion to accept the agenda and read all legislation by title only since all of the following legislation has been made available to the public before the meeting.

Vice Mayor Naiman made the motion to accept the agenda and read all legislation by title only. Mrs. Bissmeyer seconded. City Council unanimously agreed.

A Resolution Authorizing the City Manager to Contract with Frost Brown Todd, LLC to Provide Special Counsel Services

Mr. Dobrozsi read the title and moved for passage of the Resolution. Mrs. Bissmeyer seconded.

Mr. Dobrozsi explained that information has been previously supplied on this Resolution requesting that City Council consider approval and that, if adopted, will authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal services for labor negotiations/labor relations/human resource functions. The work of Frost Brown Todd, LLC has been invaluable in labor negotiations/relations efforts, and it is important that the City maintain this relationship as the City continues its labor and employee relations into the future.

Mr. Dobrozsi asked if there were any updates.

Mr. Riblet replied there were none.

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City Council Business Session Minutes

June 5, 2024

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The roll was called and showed the following vote:

AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer	(6)
NAY:	(0)
ABSENT: Margolis	(1)

ADMINISTRATION REPORT

Mr. Riblet gave the following report:

- City Council Work Session is scheduled for June 19, 2024 at 6:00 p.m.
- Prior to the meeting, a Public Hearing is scheduled at 5:45 for a presentation on the 2025 Tax Budget.

Mr. Dobrozsi made a motion to commence with the Work Session immediately following the conclusion of the Public Hearing. Mrs. Bissmeyer seconded. City Council unanimously agreed.

- The Government Affairs Committee will meet on Monday, June 17 at 4:15 p.m. The Public Works Committee has cancelled their meeting for the month of June. The Parks and Recreation Committee is still to be determined. Mr. Riblet will reach out to Committee members and update Council on the meeting status.
- Tuesday, June 11 there will be two bid openings held. One, for the Huntersknoll Drainage Improvement project and secondly, the Montgomery Road and Vintage Club Blvd Signal Improvement project. If the bids are acceptable, we anticipate legislation being presented on the June 19 Work Session agenda.
- Gertz Company will be replacing the paver crosswalk on Cooper Road at the intersection of Montgomery Road (the crosswalk between Village Tavern and Napa Kitchen) beginning Monday, June 10. In order to perform this work, Cooper Road will be closed between Montgomery Road and Main Street beginning the morning of Monday, June 10 and will be re-opened by the afternoon of Friday, June 14. Traffic on Cooper Road from both west and east directions will detour to Remington Road. Also, the on-street parking on Montgomery Road in the northbound direction between the Main Street “split” and Remington Road will be posted “No Parking” during this time in order to safely accommodate northbound traffic.
- Deeper Roots is open. We do anticipate an invitation to a VIP opening and will let Council know those details once confirmed.
- Mr. Riblet provided an update on the Roundabout Monument and Landscape Enhancement project explaining that since the bid opening on April 9 provided only one bid, which was significantly higher than anticipated, staff has been working with the design team, Prus Construction who bid the job, and other contractors to produce a different approach for the project. He explained that this is still a very important project and that the project is anticipated to be rebid in a different format.

Mr. Suer stated that he viewed this as a delay and stated he felt it is still a good project as it would be a signature element for the City. He stated that the focus will be on construction beginning next summer.

Mr. Dobrozsi s agreed with Mr. Suer’s comments and stated that the project would be the front door to the City and the Montgomery Quarter. He stated that delaying the project is the right thing to do.

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City Council Business Session Minutes

June 5, 2024

Page 3.

104 Mr. Donnellon advised Council to make a formal motion to reject the April bid submission.

105

106 Mr. Suer made a motion to formally reject the bid submission from Prus Construction. Vice Mayor
107 Naiman seconded. City Council unanimously agreed.

108

109 Vice Mayor Naiman asked if the follow-up meetings that are being held with the design team are included
110 in the current contract or if we are paying additional fees for this.

111

112 Mr. Riblet replied that he did not anticipate any additional costs resulting from these meetings.

113

114 Mayor Messer asked if we could move forward with the landscaping or would we wait to do that.

115

116 Mr. Riblet replied that ideally we would wait as the process would be to build from the center and move
117 out from there. Any landscaping that would be done would be disturbed once construction of the
118 monument began.

119

120 • A contract was signed with Basement Armor, Foundation Repair & Waterproofing LTD (Huff
121 Construction) in an amount of \$27,000 to complete the 2024 Sidewalk Replacement Program which
122 primarily consists of areas withing the Reserves of Montgomery.

123

124 Events

125

126 • A Soak Up the Fun Summer Bash will be held at Montgomery Quarter this Friday. This party is a kick-
127 off to summer fun and will begin at 3:30 followed by the movie Sandlot playing at 8:00 p.m. Pop-up
128 Restaurants the Livery, BRU Burger Bar, and Deeper Roots Coffee will be there to offer food and
129 refreshments. Lots of other fun is planned for the evening.

130

131 • The first Pool Luau of the season will be held on Friday, June 14. Starting at 6:00 p.m. you will hear the
132 sounds of the steel drum band. The movie Elemental will show at dusk. Legacy Builders Group is a
133 sponsor of the event.

134

135 Mr. Riblet requested an Executive Session for matters related to the employment or compensation of a public
136 employee.

137

138 MINUTES

139

140 Mrs. Bissmeyer moved to approve the May 15, 2024 Work Session minutes as written. Vice Mayor Naiman
141 seconded. City Council unanimously agreed.

142

143 MAYOR'S COURT REPORT

144

145 Mayor Messer requested a motion to disburse the May Mayors Court collections in the amount of \$6,935.00

146

147 Mrs. Bissmeyer made the motion to disburse the May Mayors Court Collections in the amount of \$6,935. Vice
148 Mayor Naiman seconded. City Council unanimously agreed.

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City Council Business Session Minutes

June 5, 2024

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OTHER BUSINESS

Mr. Suer moved to appoint Susan Berger to the Landmarks Commission with a term ending January 31, 2027. He explained that no second was required as this was a Committee recommendation.

City Council unanimously agreed to appoint Ms. Berger to the landmarks Commission.

EXECUTIVE SESSION

Mayor Messer explained that Mr. Riblet had requested an Executive Session for matters related to the employment or compensation of a public employee and asked for a motion to adjourn into Executive Session.

Vice Mayor Naiman moved to adjourn into Executive Session for matters related to the employment or compensation of a public employee. Mrs. Bissmeyer seconded.

The roll was called and showed the following vote:

AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis	(6)
NAY:	(0)
ABSENT: Margolis	(1)

City Council adjourned into Executive Session at 6:35 p.m.

City Council reconvened in Public Session at 6:44 p.m.

ADJOURNMENT

Mayor Messer asked if there was any further business to discuss in the Public Session. There being none he asked for a motion to adjourn.

Mrs. Bissmeyer moved to adjourn. Vice Mayor Naiman seconded. City Council unanimously agreed.

City Council adjourned at 6:44 p.m.

Connie Gaylor, Clerk of Council