

August 30, 2024

TO: Mayor and City Council Members

FROM: Brian K. Riblet, City Manager *BKR*

SUBJECT: City Council Business Session of Wednesday, September 4, 2024

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, September 4, 2024 immediately following the conclusion of a Montgomery Community Improvement Corporation (CIC) meeting at 5:45 p.m.

CIC Meeting

A CIC meeting is scheduled at 5:45 p.m. to consider a Historical Matching Grant Application for 7960 Remington Road. A motion was made to commence with the Business Session immediately following the conclusion of the meeting.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
  - a. Representatives of the National Alliance on Mental Illness (NAMI) of Southwest Ohio will be presented with a Proclamation recognizing September as Suicide Prevention Month
  - b. Vince Dong will be presented with a Certificate of Appreciation for his years of service on the Board of Zoning Appeals and Planning Commission
5. Guest and Residents
6. Legislation for Consideration this Evening

### Legislation to be added to the Agenda

- a. An Ordinance Amending Ordinance 6 2024—On July 10, 2024, City Council approved Ordinance #6, 2024 authorizing a transfer of \$241,000 from the Vintage Club TIF Fund (Fund 331) to the Vintage Club Capital Construction Fund (Fund 463) for costs associated with the Montgomery Road at Vintage Club Boulevard Signal Improvement project. This Ordinance amendment, if approved, would simply modify the transfer of funds to the Capital Improvement Fund (Fund 410) and does not result in any additional funding request.

*Mayor asks for a motion to add to the agenda*

*Voice Vote*

*Mayor assigns it to a Council Member for Reading*

*Council Member moves to read the Ordinance by title only*

*Voice Vote*

*Council Member reads title and moves to suspend the second and third readings.*

*Roll Call Vote*

*Council Member explains Ordinance*

*Roll Call Vote*

### Pending Legislation

*(Mayor) Since all following legislation has been made available to the public before this evening's meeting, I would like a motion that Council accept the legislative Agenda and read all legislation by title only.*

*Voice Vote*

- a. An Ordinance Repealing Section 33.01 Of The Code Of Ordinances Creating An Investment Committee And Establishing Its Authority—(Mr. Suer-2<sup>nd</sup> reading) Information has been previously supplied on this Ordinance that, if approved, will repeal Section 33.01 of the Code of Ordinances. With the approval of an Investment Policy, as required by the Ohio Auditor, there is no longer a need for an Investment Committee within the City, and this Ordinance repeals Section 33.01 of the Code of Ordinances appointing an Investment Committee. All investments are controlled by the policy and investments may only be made consistent with the policy. To avoid any confusion, this Section is being repealed. In repealing this Section, we also are repealing the Linked Deposit Program which has been dormant for several years.

*Move for passage of the second reading of the Ordinance*

*Explain Legislation*

*Roll Call Vote*

*The third reading will be held at the October 2, 2024 Business Session with adoption requested at that meeting.*

New Legislation

- a. A Resolution to Adopt Recommendation of the Montgomery Tax Incentive Review Council with Respect to The Compliance of All Tax Increment Financing Districts Within the City of Montgomery—(Mr. Suer) Information has been previously supplied on this Resolution that, if passed, will adopt the recommendation of the Montgomery Tax Incentive Review Council with respect to the compliance of all Tax Increment Financing Districts within the City of Montgomery. The Montgomery Tax Incentive Review Council met on Thursday, August 15, 2024. Ohio law mandates that City Council approve, reject, or remand the decision of the Tax Incentive Review Council relative to the compliance of the tax increment financing districts with their enabling legislation.

*Move for passage of the Resolution*

*Explain the Resolution*

*Roll Call Vote*

- b. A Resolution Requesting The County Auditor To Make Tax Advances During The Year 2024 Pursuant To Ohio Revised Code § 321.34—(Mr. Suer) Information has been previously supplied on this Resolution that, if passed, will authorize the request of advanced payment for taxes from the Hamilton County Auditor. Currently, the City receives these funds in April and September. If the City were to request monthly distributions of these funds in the three months prior to the settlement on the usual settlement dates, this could result in interest income of over \$119,000.00.

*Move for passage of the Resolution*

*Explain the Resolution*

*Roll Call Vote*



- c. A Resolution Authorizing The City Manager To Enter Into A Federal Local Let Project Agreement With The Ohio Department Of Transportation For The Project Known as HAM-US 22-15.22 Montgomery Road Resurfacing Project, PID No. 115757—(Mr. Margolis) Information has been previously supplied on this Resolution that, if approved, will authorize the City Manager to enter into an LPA Federal Local-Let Project Agreement with ODOT for the HAM-US22-15.22 Montgomery Road (Pfeiffer Road to Weller Road) Resurfacing Project, PID #115757.

*Move for passage of the Resolution*

*Explain*

*Roll Call Vote*

8. Administration Report
9. Minutes- August 21, 2024 Work Session
10. Mayor's Court Report
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



September 4, 2024

City Hall

Immediately following the conclusion of the CIC meeting at 5:45 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
  - a. Representatives of the National Alliance on Mental Illness (NAMI) of Southwest Ohio will be presented with a Proclamation recognizing September as Suicide Prevention Month
  - b. Vince Dong will be presented with a Certificate of Appreciation for his years of service on the Board of Zoning Appeals and Planning Commission
5. Guest and Residents
6. Legislation for Consideration for this Evening

Legislation to be added to the Agenda

- a. An Ordinance Amending Ordinance 6 2024

*Mayor asks for a motion to add to the agenda*

*Voice Vote*

*Mayor assigns it to a Council Member for Reading*

*Council Member moves to read the Ordinance by title only*

*Voice Vote*

*Council Member reads title and moves to suspend the second and third readings.*

*Roll Call Vote*

*Council Member explains Ordinance*

*Roll Call Vote*

## Pending Legislation

*Since all following legislation has been made available to the public before this evening's meeting, I request a motion to accept the legislative Agenda and read all legislation by title only.*

### *Voice Vote*

- a. An Ordinance Repealing Section 33.01 Of The Code Of Ordinances Creating An Investment Committee And Establishing Its Authority—(Mr. Suer-2<sup>nd</sup> reading)

*Move for passage of the second reading of the Ordinance*

*Explain*

*Roll Call Vote*

*The third reading will be held at the October 2, 2024 Business Session with adoption requested at that meeting.*

## New Legislation

- a. A Resolution to Adopt Recommendation of the Montgomery Tax Incentive Review Council with Respect to The Compliance of All Tax Increment Financing Districts Within the City of Montgomery —(Mr. Suer)

*Move for passage of the Resolution*

*Explain the Resolution*

*Roll Call Vote*

- b. A Resolution Requesting The County Auditor To Make Tax Advances During The Year 2024 Pursuant To Ohio Revised Code § 321.34—(Mr. Suer)

*Move for passage of the Resolution*

*Explain the Resolution*

*Roll Call Vote*

- c. A Resolution Authorizing The City Manager To Enter Into A Federal Local Let Project Agreement With The Ohio Department Of Transportation For The Project Known as HAM-US 22-15.22 Montgomery Road Resurfacing Project, PID No. 115757—(Mr. Margolis)

*Move for passage of the Resolution*

*Explain*

*Roll Call Vote*

7. Administration Report

8. Approval of Minutes – August 21, 2024 Work Session

9. Mayor's Court Report

10. Other Business

11. Executive Session

12. Adjournment

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





## Proclamation

**WHEREAS**, mental health is part of overall health with one in five adults experiencing a mental health problem in any given year; and,

**WHEREAS**, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24 with individuals often experiencing long delays, sometimes decades, occurring between the time symptoms first appear and when individuals get help; and,

**WHEREAS**, suicide is the 11<sup>th</sup> leading cause of death in the United States and the 2<sup>nd</sup> leading cause among young adults. 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends, and medical professionals; and,

**WHEREAS**, early identification and treatment can make a difference in successful management of mental illness and recovery, making it vitally important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and,

**WHEREAS**, every citizen and community can make a difference in helping end the silence and stigma that far too long has surrounded mental illness and discouraged people from getting help. Public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; and,

**WHEREAS**, we shine a light on suicide prevention, mental illness and stigma by providing resources, education, and supporting those who work in the mental health field, namely our local partner, the National Alliance on Mental Illness (NAMI) Southwest Ohio.

**NOW THEREFORE**, I, Ron Messer, by virtue of the authority vested in me as the 25<sup>th</sup> Mayor of the City of Montgomery in the State of Ohio, do hereby proclaim the month of September, as

## Suicide Prevention Month

in the City of Montgomery and urge all our citizens to observe this month in ways relevant to its importance and significance.



IN WITNESS WHEREOF, I have hereunto subscribed my name this 4<sup>th</sup> day of September, Two Thousand Twenty Four.

  
Ronald G. Messer, Mayor



## Certificate of Appreciation to Vince Dong

**WHEREAS, Vince Dong** generously shared his time and talents with the City of Montgomery by serving on the Board of Zoning Appeals and Planning Commission for nearly 15 years; and,

**WHEREAS, Vince** has demonstrated a commitment to making practical decisions and upholding the spirit and intent of the Zoning Code while consistently having the best interest of the City in mind; and,

**WHEREAS, Vince's** dedication to improving sidewalks and enhancing connectivity has significantly contributed to the creation of a more walkable community; and,

**WHEREAS, Vince's** engineering expertise, professionalism, and commitment to making unbiased and balanced decisions positively impacted numerous projects across the City; and,

**WHEREAS, Vince** has spent hours lending a helping hand at Bastille Day alongside his fellow Commission members; and,

**WHEREAS, Vince** was inducted into the Montgomery Volunteer Walk of Fame in 2021 for giving of more than 250 hours of volunteer time to the community; and,

**WHEREAS, Vince** has selflessly worked to make the City of Montgomery a better community, is the exemplar of a dedicated volunteer, and his contributions have extensively contributed to making the City of Montgomery the special community that it is.

**NOW THEREFORE, BE IT CERTIFIED** by the City Council of the City of Montgomery, Ohio, all members concurring:

**SECTION 1.** On behalf of all citizens of the City of Montgomery, the City Council wishes to thank **Vince Dong** for his valued service as a member of the Montgomery Board of Zoning Appeals and Planning Commission and dedicated volunteerism throughout the years. The citizens of Montgomery shall benefit now and hereafter from his efforts.

LA Bissmeyer  
Lee Ann Bissmeyer, Councilmember

Craig Margolis  
Craig Margolis, Councilmember

Catherine Mills Reynolds  
Catherine Mills-Reynolds, Councilmember

CHRIS DOBROZSI

Chris Dobrozsi, Councilmember

Ron Messer  
Ron Messer, Councilmember

Sasha Naiman  
Sasha Naiman, Councilmember

Ken Suer  
Ken Suer, Councilmember

**ORDINANCE NO. , 2024**

**AN ORDINANCE AMENDING ORDINANCE NO. 6, 2024**

**WHEREAS**, on July 10, 2024, Council passed Ordinance No. 6, 2024 entitled *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*; and

**WHEREAS**, such Ordinance amended fiscal year appropriations for 2024, balance transfers between various Vintage Club funds; and

**WHEREAS**, it was discovered after the Ordinance was passed that the adjustment to appropriations should have reflected a transfer from Fund 331 to Fund 410 to appropriately balance appropriations associated with the Vintage Club development; and

**WHEREAS**, Council does desire to correct such allocation by adopting this amending Ordinance and as a result amending Schedule A attached thereto.

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

**SECTION 1.** Effective immediately, Ordinance No. 6, 2024, and specifically Schedule A of such Ordinance, shall be amended as noted on the revised Schedule A attached hereto.

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

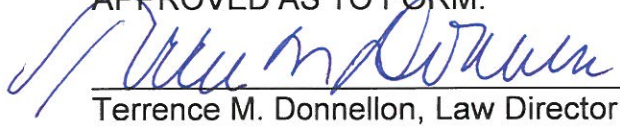


PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Ronald G. Messer, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

**SCHEDULE A**

**2024 ADJUSTMENT TO APPROPRIATIONS**

<b>Fund Number</b>	<b>Fund Title</b>	<b>Initial Appropriation</b>	<b>Increase/Decrease Appropriation</b>	<b>Adjusted Appropriation</b>
331	Vintage Club TIF	2,421,636	241,000	2,662,636
410	Capital Improvements	6,266,990	241,000	6,507,990

**ORDINANCE NO.                      , 2024**

**AN ORDINANCE REPEALING SECTION 33.01 OF THE CODE OF ORDINANCES  
CREATING AN INVESTMENT COMMITTEE AND ESTABLISHING ITS AUTHORITY**

**WHEREAS**, dating to 1974, Council created an Investment Committee comprised of the City Manager, Director of Finance, Director of Law, and two Council Members governing the investment of public funds; and

**WHEREAS**, Ohio law requires the City Council to adopt an Investment Policy which specifically governs the investment of public funds, and requires such policy to be filed with the Auditor of State and to be endorsed and accepted by all entities conducting investment business with the City; and

**WHEREAS**, Council believes the structure of the Investment Policy as required by State statute negates the need for Code § 33.01; and

**WHEREAS**, Section 33.01 further was amended to establish a Linked Deposit Program, which is no longer in use by the City; and

**WHEREAS**, with the adoption of a formal Investment Policy and the dormancy of the Linked Deposit Program, to avoid any conflict, upon the recommendation of the City Administration, Council believes it is appropriate to repeal Section 33.01 of the Code of Ordinances.

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

**SECTION 1.** With the adoption of a formal Investment Policy as required by State law, and with the dormancy of the Linked Deposit Program, Council does hereby repeal § 33.01 of the Code of Ordinances.



**SECTION 2.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

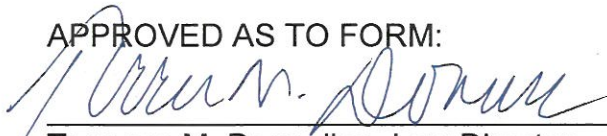
**SECTION 3.** This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Ronald G. Messer, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

**RESOLUTION NO.                      , 2024**

**A RESOLUTION TO ADOPT THE RECOMMENDATION OF THE  
MONTGOMERY TAX INCENTIVE REVIEW COUNCIL WITH RESPECT TO  
THE COMPLIANCE OF ALL TAX INCREMENT FINANCING DISTRICTS  
WITHIN THE CITY OF MONTGOMERY**

**WHEREAS**, the Council of the City of Montgomery, Ohio has approved tax increment financing districts to encourage economic development of certain properties within the City limits; and

**WHEREAS**, the Montgomery Tax Incentive Review Council meets annually to review these districts for compliance with payments in lieu of real estate taxes and other requirements as set forth in the legislation which created the districts; and

**WHEREAS**, ORC Section 5709.85 requires, annually, that the recommendations of Tax Incentive Review Councils to be adopted by the legislative authority of the political subdivision in which the district is located, and such legislation forwarded to the Ohio Department of Development.

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

**SECTION 1.** The Council of the City of Montgomery, Ohio, having received the 2024 report of the Montgomery Tax Incentive Review Council, hereby adopts the recommendation of that Council, a copy of which is attached hereto, with respect to the compliance of each tax increment financing district within the corporate limits of the City of Montgomery.

**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

Montgomery Tax Incentive Review Council  
August 15, 2024  
Minutes

Present: Beth Weber, Hamilton County Auditor's Office, Chairman  
Brian Riblet, Montgomery City Manager  
Maura Gray, Montgomery Finance Director  
Brian Rabe, Great Oaks  
Terry Donnellon, Montgomery Law Director

The meeting of the Montgomery Tax Incentive Review Council was called to order at 3:08 p.m. by Chairman Beth Weber.

The August 22, 2023, meeting minutes were approved as submitted, with a motion by Brian Rabe, seconded by Maura Gray, with all concurring.

The Council reviewed the following TIF Districts in place in the City of Montgomery:

1. Montgomery Triangle Development
2. Vintage Club, Phase One
3. Vintage Club, Phase Two
4. Montgomery Quarter

Brian Rabe made a motion to find all TIF Districts to be in compliance with all requirements of the TIF legislation, and this was seconded by Brian Riblet, with all concurring.

Under Other Business, Brian Riblet discussed the City's progress regarding the Montgomery Quarter and provided an update on Vintage Club. Brian Riblet also discussed the Comprehensive Community Plan currently underway.

Beth Weber thanked the City, on behalf of Auditor Jessica Miranda, for its continued efforts towards driving positive economic development in the City of Montgomery.

There being no further business to discuss, Beth Weber made a motion to adjourn, seconded by Brian Riblet, with all concurring. The Tax Incentive Review Council meeting was adjourned at 3:20 p.m.

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Secretary

City of Montgomery  
Tax Incentive Review Council

AGENDA

Thursday, August 15, 2023, at 3:00 p.m.  
City Hall Council Chambers

1. Call to order
2. Approval of Minutes of August 23, 2023
3. Review of outstanding tax incentive financing districts operating within the City of Montgomery:
  - a. Montgomery Triangle Development
  - b. Vintage Club Phase One
  - c. Vintage Club Phase Two
  - d. Montgomery Quarter
4. Approval of Annual TIF Financial Report
5. Other Business
6. Adjournment

March 29, 2024

TO: Brian K. Riblet, City Manager

FROM: Maura Gray, Finance Director

SUBJECT: Tax Increment Financing Report FYE 2023

Please find attached a schedule of activities which details the amounts received and spent, both year-to-date and cumulative, for the four Tax Increment Financing projects in the City. The annual reports for the following TIF's have been electronically submitted to the Ohio Department of Development:

- Vintage Club (TIF Value Tax Year 2023 \$137,363,851)
- Vintage Club II (TIF Value Tax Year 2023 \$13,592,500)
- Triangle/Gateway (TIF Value Tax Year 2023 \$5,884,280)
- Montgomery Quarter (TIF Value Tax Year 2023 \$38,849,351)

Total combined TIF value is \$195,689,980. Copies of each report are attached for your information.

An aggregate recap of all activities both year to date and cumulative are presented below:

Amount of service payments and other sources deposited into TIF funds in 2023:

Service Payments	3,167,365
<b>Service Payments and Other Sources</b>	<b>3,291,875</b>

Expenditures of funds from tax increment equivalent funds in 2023:

School Payments & Infrastructure Improvements	3,476,864
<b>Total Expenditures</b>	<b>4,820,043</b>

Please let me know if you would like any additional information.

c: Kevin Chesar, Community Development Director  
Connie Gaylor, Administrative Coordinator



**City of Montgomery**  
**Summary of Assessed Value of TIF Projects**  
**For Tax Year 2023**

		2023	
Project Name	Project #	Total TIF Assessed	
Montgomery Quarter	90270	\$	13,597,273
Total TIF Values (Assessed Values)		\$	13,597,273
Total Value		\$	38,849,351
Vintage Club Phase I	90086	\$	48,077,348
Total TIF Values (Assessed Values)		\$	48,077,348
Total Value		\$	137,363,851
Vintage Club Phase II	90220	\$	4,757,375
Total TIF Values (Assessed Values)		\$	4,757,375
Total Value		\$	13,592,500
Total Value Vintage Club TIF Phase I and II		\$	150,956,351
Triangle/Gateway	90080	\$	278,667
Triangle/Gateway	90108	\$	1,780,832
Total TIF Values (Assessed Values)		\$	2,059,498
Total Value		\$	5,884,280
Total Combined TIF Value		\$	195,689,980



## Department of Development

TIFF REPORT – 2023

- 1 and 2. Name of Local Jurisdiction and County: *CITY OF MONTGOMERY Hamilton*
3. Jurisdiction that created the TIF ("County", "Municipal", or "Township"): *Municipal*
4. TIF type ("Parcel TIF or "Incentive District TIF"): *Incentive District TIF*
5. Date Created (mm/dd/yy): *10/19/05*
6. Identify Affected School District(s): *SYCAMORE*
7. Project Information/Name: *TRIANGLE TIF*
8. Type of Project: *Commercial* (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
9. Type of Public Improvements: *ROADWAY IMPROVEMENTS, PEDESTRIAN WALKWAY, PUBLIC SPACE, GREENSPACE ENHANCEMENT*
10. Exemption %: *100.0* Exemption Term: *20.0*
11. Project Investment:      Real Property      Personal Property (if applicable)
- |                                    |                       |       |
|------------------------------------|-----------------------|-------|
| Projected (at time of legislation) | <i>\$6,500,000.00</i> | _____ |
| Actual (as of 12/31/2023)          | <i>\$5,884,280.00</i> | _____ |
12. Employment Information:      Retained      Created
- |                                    |       |       |
|------------------------------------|-------|-------|
| Projected (at time of legislation) | _____ | _____ |
| Actual (as of 12/31/2023)          | _____ | _____ |
13. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:
- |                         |                     |                                 |                       |
|-------------------------|---------------------|---------------------------------|-----------------------|
| In Calendar Year 2023   | <i>\$185,779.00</i> | Cumulative (through 12/31/2023) | <i>\$2,464,617.00</i> |
| Year first payment made | <i>2006</i>         |                                 |                       |
14. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF
- |                         |                    |                                 |                       |
|-------------------------|--------------------|---------------------------------|-----------------------|
| In Calendar Year 2023   | <i>\$83,968.00</i> | Cumulative (through 12/31/2023) | <i>\$3,031,595.00</i> |
| Year first expense made | <i>2009</i>        |                                 |                       |
15. Date of most recent Tax Incentive Review Council (TIRC): *08/23/23*
16. TIRC recommendation (e.g.: compliance, non-compliance, etc.): *COMPLIANCE*

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the TIF project as of December 31, 2023.

*Maura Gray*

Signature of Authorized Representative

*Finance Director 3/28/24*

Title

Date

*Maura Gray*

Printed name of Authorized Representative



## Department of Development

TIFF REPORT – 2023

- 1 and 2. Name of Local Jurisdiction and County: *CITY OF MONTGOMERY Hamilton*
3. Jurisdiction that created the TIF ("County", "Municipal", or "Township"): *Municipal*
4. TIF type ("Parcel TIF or "Incentive District TIF"): *Incentive District TIF*
5. Date Created (mm/dd/yy): *07/23/14*
6. Identify Affected School District(s): *SYCAMORE*
7. Project Information/Name: *VINTAGE CLUB PH 1 TIF*
8. Type of Project: *Mixed* (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
9. Type of Public Improvements: *PARKING FACILITIES, GREEN SPACE, ROADWAY IMPROVEMENTS, PUBLIC UTILITIES*
10. Exemption %: *100.0* Exemption Term: *30.0*

11. Project Investment:	Real Property	Personal Property (if applicable)
Projected (at time of legislation)	<i>\$211,660,825.00</i>	_____
Actual (as of 12/31/2023)	<i>\$137,363,851.00</i>	_____

12. Employment Information:	Retained	Created
Projected (at time of legislation)	_____	_____
Actual (as of 12/31/2023)	_____	_____

13. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:

In Calendar Year 2023 *\$2,620,781.00* Cumulative (through 12/31/2023) *\$27,293,892.00*

Year first payment made *2016*

14. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF

In Calendar Year 2023 *\$105,189.00* Cumulative (through 12/31/2023) *\$15,615,656.00*

Year first expense made *2014*

15. Date of most recent Tax Incentive Review Council (TIRC): *08/23/23*

16. TIRC recommendation (e.g.: compliance, non-compliance, etc.): *COMPLIANCE*

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the TIF project as of December 31, 2023.

*Maura Gray*  
Signature of Authorized Representative

*Finance Director* *3/28/24*  
Title Date

*Maura Gray*  
Printed name of Authorized Representative



## Department of Development

TIFF REPORT – 2023

- 1 and 2. Name of Local Jurisdiction and County: *CITY OF MONTGOMERY Hamilton*
3. Jurisdiction that created the TIF ("County", "Municipal", or "Township"): *Municipal*
4. TIF type ("Parcel TIF or "Incentive District TIF"): *Incentive District TIF*
5. Date Created (mm/dd/yy): *05/23/18*
6. Identify Affected School District(s): *SYCAMORE*
7. Project Information/Name: *VINTAGE CLUB PH2 NORTH TIF*
8. Type of Project: *Mixed* (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
9. Type of Public Improvements: *PARKING FACILITIES, GREENSPACE, ROADWAY IMPROVEMNTS, UTILITIES*
10. Exemption %: *100.0* Exemption Term: *30.0*
11. Project Investment:
- |                                    | Real Property          | Personal Property (if applicable) |
|------------------------------------|------------------------|-----------------------------------|
| Projected (at time of legislation) | <i>\$24,154,536.00</i> |                                   |
| Actual (as of 12/31/2023)          | <i>\$13,592,500.00</i> |                                   |
12. Employment Information:
- |                                    | Retained | Created |
|------------------------------------|----------|---------|
| Projected (at time of legislation) |          |         |
| Actual (as of 12/31/2023)          |          |         |
13. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:
- In Calendar Year 2023 *\$360,805.00* Cumulative (through 12/31/2023) *\$1,108,366.00*
- Year first payment made *2022*
14. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF
- In Calendar Year 2023 *\$464,776.00* Cumulative (through 12/31/2023) *\$5,132,008.00*
- Year first expense made *2018*
15. Date of most recent Tax Incentive Review Council (TIRC): *08/23/23*
16. TIRC recommendation (e.g.: compliance, non-compliance, etc.): *COMPLIANCE*

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the TIF project as of December 31, 2023.

*Maura Gray*  
Signature of Authorized Representative

*Finance Director* *3/28/24*  
Title Date

*Maura Gray*  
Printed name of Authorized Representative



## Department of Development

TIFF REPORT – 2023

- 1 and 2. Name of Local Jurisdiction and County: *CITY OF MONTGOMERY Hamilton*
3. Jurisdiction that created the TIF ("County", "Municipal", or "Township"): *Municipal*
4. TIF type ("Parcel TIF or "Incentive District TIF"): *Incentive District TIF*
5. Date Created (mm/dd/yy): *08/07/19*
6. Identify Affected School District(s): *SYCAMORE*
7. Project Information/Name: *MONTGOMERY QUARTER PH1 TIF*
8. Type of Project: *Mixed* (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
9. Type of Public Improvements: *PARKING FACILITIES, GREENSPACE, ROADWAY IMPROVEMENTS, UTILITIES*
10. Exemption %: *100.0* Exemption Term: *30.0*

11. Project Investment:	Real Property	Personal Property (if applicable)
Projected (at time of legislation)	<i>\$65,388,400.00</i>	_____
Actual (as of 12/31/2023)	<i>\$38,849,351.00</i>	_____

12. Employment Information:	Retained	Created
Projected (at time of legislation)	_____	_____
Actual (as of 12/31/2023)	_____	_____

13. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:

In Calendar Year 2023	<i>\$0.00</i>	Cumulative (through 12/31/2023)	_____
Year first payment made	_____		

14. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF

In Calendar Year 2023	<i>\$1,339,813.00</i>	Cumulative (through 12/31/2023)	<i>\$27,443,016.00</i>
Year first expense made	<i>2020</i>		

15. Date of most recent Tax Incentive Review Council (TIRC): *08/23/23*

16. TIRC recommendation (e.g.: compliance, non-compliance, etc.): *COMPLIANCE*

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the TIF project as of December 31, 2023.

*Maura Gray*

Signature of Authorized Representative

*Finance Director 3/29/24*

Title

Date

*Maura Gray*

Printed name of Authorized Representative

City of Montgomery  
Annual TIF Report Summary for Fiscal Year 2023  
3/29/2024

Fund	TIF Name	Description	Term	Commencement Date	Termination Date	2023 Service Payments	CUMMULATIVE
329	MQ	Montgomery Quarter	30	8/17/2019	8/17/2049		-
4661	TRIANGLE	Subdivision Lots 1,2, &3	20	10/19/2005	10/19/2025	185,779.00	2,464,617.00
331	VC I	Vintage Club Phase I	30	9/6/2006	9/6/2036	2,620,781.00	27,293,892.00
332	VC II	Vintasge Club Phase II	30	5/23/2018	5/23/2048	360,805.00	1,108,366.00
TOTAL						3,167,365.00	30,866,875.00



RESOLUTION NO. , 2024

**A RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE  
TAX ADVANCES DURING THE YEAR 2024 PURSUANT TO  
OHIO REVISED CODE § 321.34**

**WHEREAS**, the Ohio Revised Code does allow a municipal corporation to request payment from the County Auditor funds derived from taxes or other sources payable to the County Treasurer which may be held on account of a local subdivision; and

**WHEREAS**, Council does desire to make this statutory request for fiscal year 2024 and to authorize payment to the City.

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

**SECTION 1.** In accordance with R.C. § 321.34, the County Auditor and the County Treasurer are hereby requested to draw, and to pay the City of Montgomery, Ohio, such funds due in any settlement of fiscal year 2024 derived from taxes or other sources payable to the County Treasurer to the account of the City of Montgomery, and lawfully applicable for the purposes of the current fiscal year. Such payments are to be made from time to time upon the written request to the County Auditor from either Brian K. Riblet, City Manager, or Maura Gray, Director of Finance.

**SECTION 2.** The Clerk of Council of the City of Montgomery is hereby directed to transmit a certified copy of this Resolution to the Auditor of Hamilton County, Ohio.

**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

**RESOLUTION NO.       , 2024**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FEDERAL  
LOCAL LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF  
TRANSPORTATION FOR THE PROJECT KNOWN AS HAM-US 22-15.22  
MONTGOMERY ROAD RESURFACING PROJECT, PID NO. 115757**

**WHEREAS**, the City of Montgomery and the Ohio Department of Transportation desire to enter into a Federal Local Let Project Agreement which will delineate responsibility for the funding and the administration of the HAM-US 22-15.22 Montgomery Road Resurfacing Project, PID 115757 to resurface Montgomery Road between Pfeiffer and Weller Roads.

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

**SECTION 1.** On behalf of the City of Montgomery, the City Manager is hereby authorized to enter into a Federal Local Let Project Agreement for the funding and the administration of the HAM-US 22-15.22 Montgomery Road Resurfacing Project, PID 115757, with the Ohio Department of Transportation to resurface Montgomery Road between Pfeiffer and Weller Roads.

**SECTION 2.** It is hereby found and determined that all formal actions of the City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this City Council, and that any and all deliberations of this City Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all Ohio legal requirements.

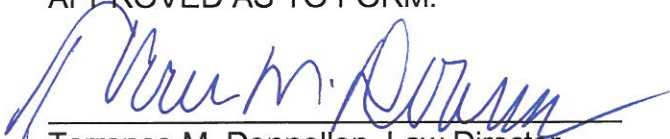
**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Ronald G. Messer, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and City of Montgomery, 7315 Cornell Road, Montgomery, OH 45242 (LPA).

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The FY26 Urban Paving project in the City of Montgomery on a portion of US 22 (Montgomery Rd) (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

#### A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 928,915.00 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$            in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the



PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes. ODOT's Office of Local Programs

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT).
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

## 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

## 6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended

by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.



- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
- |                            |
|----------------------------|
| Brian Riblet, City Manager |
| City of Montgomery         |
| 10101 Montgomery Road      |
| Montgomery, OH 45242       |
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within



all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement

with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.



- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Brian Riblet, City Manager	Tammy Campbell, P.E., Deputy Director
City of Montgomery	Ohio Department of Transportation-D08
10101 Montgomery Road	505 South SR 741
Montgomery, OH 45242	Lebanon, OH 45036
briblet@montgomeryohio.gov	Tammy.campbell@dot.ohio.gov

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]



**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

<sup>1</sup> A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

<sup>2</sup> [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible



**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have

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to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

- 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.
- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ohio Ethics and Conflict of Interest Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.



The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA:</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Brian Riblet City Manager	Jack Marchbanks Director
Date:	Date:



## PROJECT BUDGET – SOURCES AND USES OF FUNDS

Revision Date 11/7/2023

## Attachment 2

HAM US 22 15.22  
COUNTY-ROUTE-  
SECTION

115757  
PID NUMBER

41134  
AGREEMENT NUMBER  
019463801  
CASE NUMBER ENTITY ID

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We \_\_\_\_\_ request that all payments for the Federal/State share of the construction costs of this Agreement performed by \_\_\_\_\_ be paid directly to \_\_\_\_\_.

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	Error! Reference source not found.
LPA signature:	

Contractor Name:	Error! Reference source not found.
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

*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 Work Session Minutes  
August 21, 2024

Present

Brian Riblet, City Manager  
Terry Donnellon, Law Director  
Tracy Henao, Asst. City Manager  
Kevin Chesar, Community Development Director  
John Crowell, Police Chief  
Maura Gray, Finance Director  
Gary Heitkamp, Public Works Director  
Matthew Vanderhorst, Community and Information Services Director  
Paul Wright, Fire Chief  
Amy Frederick, Community Engagement Coordinator  
Connie Gaylor, Clerk of Council

City Council Members Present

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

City Council convened its Work Session for August 21, 2024 at 6:00 p.m. at City Hall with Mayor Messer presiding.

ROLL CALL

Mayor Messer explained that all council members were present and asked for a motion to dispense with the roll call.

Mr. Margolis moved to dispense with the roll call. Vice Mayor Naiman seconded. City Council unanimously agreed.

GUESTS AND RESIDENTS

Stacey Bie, 7773 Remington Road —Ms. Bie explained that she was attending the meeting to learn more about two issues about which she was concerned. She stated that her first item of concern was the 7:00 p.m. curfew for pickleball. She stated she did not like the rule and felt it was only fair to a small percentage of people. She then stated that her second concern was the deer problem in Montgomery. She stated that she understands it is a cross community problem. She stated she had a couple of solutions in mind. She explained that she felt sterilization could be effective if done cooperatively with area communities. She stated that she understands it is expensive. She also stated that the use of Scram Deer Repellent could be another consideration. She explained that it was approximately \$120 a bucket which could make it cost prohibitive for some residents. She stated that she had spoken with Ms. Gaylor about these concerns and was willing to get involved to find solutions. She explained she read the City's policy on deer management and felt that the position of controlling the deer by not feeding them or only planting flowers or vegetation that would deter them was not managing the problem. She stated that she felt the City could help by providing Scram on a bimonthly or quarterly basis rather than putting the management back on the residents.

Mr. Riblet stated that he spoke with Ms. Bie and offered to talk to her offline to bring her up to speed on the pickleball hour restrictions as it has been in front of Council and Staff for a couple of years. He also explained that Staff has reviewed and modified the current Deer policy and are preparing to bring recommendations to a future Government Affairs Committee.

ESTABLISHING AN AGENDA FOR SEPTEMBER 4, 2024 BUSINESS SESSION

PENDING LEGISLATION

**An Ordinance Repealing Section 33.01 Of The Code Of Ordinances Creating An Investment Committee And Establishing Its Authority**

*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 Council Work Session Minutes

August 21, 2024

Page 2

Mayor Messer explained that this would be the second reading of this Ordinance and asked if there were any updates on the legislation. Mr. Suer replied there were none.

Mayor Messer explained that the second reading would be done at the September 4, 2024 Business Session. The third reading will be held at the October 2, 2024 Business Session with adoption requested at that meeting.

## **NEW LEGISLATION**

### **A Resolution to Adopt Recommendation of the Montgomery Tax Incentive Review Council with Respect to The Compliance of All Tax Increment Financing Districts Within the City of Montgomery**

Mayor Messer assigned the legislation to Mr. Suer.

Ms. Gray explained that, if approved, this Resolution will adopt the recommendation of the Montgomery Tax Incentive Review Council with respect to the compliance of all Tax Increment Financing Districts within the City of Montgomery. She stated the Montgomery Tax Incentive Review Council met on Thursday, August 15, 2024. Ms. Gray explained that Ohio Law mandates that City Council approve, reject, or remand the decision of the Tax Incentive Review Council relative to the compliance of the tax increment financing districts with their enabling legislation.

Mayor Messer explained that this legislation will be added to the September 4 agenda for consideration that evening.

### **A Resolution Requesting The County Auditor To Make Tax Advances During The Year 2024 Pursuant To Ohio Revised Code § 321.34**

Mayor Messer assigned the legislation to Mr. Suer.

Ms. Gray explained that, if approved, this Resolution will authorize the request of advanced payment for taxes from the Hamilton County Auditor. Currently, the City receives these funds in April and September. Ms. Gray explained that if the City were to request monthly distributions of these funds in the three months prior to the settlement on the usual settlement dates, it could result in interest income of over \$119,000.00. She added that there are 43 political subdivisions in Hamilton County who pursue similar advances. She explained that staff contacted Hamilton County to ensure that this would not jeopardize the relationship between the City and Hamilton County and were assured that it would not. She explained that it was an automated system of disbursement and does not add additional work to the Hamilton County Auditor's Office staff.

Mr. Margolis thanked Ms. Gray for investigating this option of payment and felt it would be a tremendous boon to the general fund.

Mr. Suer explained that this topic was discussed at the last Financial Planning Committee meeting where the Committee felt it was an excellent path to pursue. He added that he felt it should not be a disruption to the County.

Vice Mayor Naiman asked if the City had requested this before.

Ms. Gray responded that she did not find evidence that it had been requested before.

Mr. Dobrozsi asked if there was a change in the Ohio Revised Code and if this would include TIF payments.

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Ms. Gary replied that there was no change to the Ohio Revised Code and that the advance did not include TIF payments.

Mrs. Mills-Reynolds asked if after the payments had been advanced there was discovered to be an overpayment would the City have to repay those funds.

Ms. Gray stated that we would not have to repay any discrepancies that if the annual settlement revealed an overpayment that future advances to be made after that would be decreased.

Mayor Messer explained that this legislation will be added to the September 4 agenda for consideration that evening.

**A Resolution Authorizing The City Manager To Enter Into A Federal Local Let Project Agreement With The Ohio Department Of Transportation For The Project Known As HAM-US 22-15.22 Montgomery Road Resurfacing Project, PID No. 115757**

Mayor Messer assigned the legislation to Mr. Margolis.

Mr. Heitkamp explained that, if approved, this Resolution will authorize the City Manager to enter into an LPA Federal Local-Let Project Agreement with ODOT for the HAM-US22-15.22 Montgomery Road (Pfeiffer Road to Weller Road) Resurfacing Project, PID #115757. He stated that this agreement will allow the City to manage the design, bid and construction of the paving of Montgomery Road from Pfeiffer Road to Weller Road. He explained that with this agreement ODOT pays 80% of the street work at approximately \$450,000. He stated the City would be responsible for 20% of the street work and 100% of all curbs, sidewalk and ADA ramp repair and installation. He explained that, if approved, the project would move forward with CT Consultants to create the designs. He stated he anticipated the resurfacing project to begin in the summer of 2025 and being completed by late fall.

Mrs. Mills-Reynolds asked about the coordination of the construction with Bethesda North Hospital and Sycamore Schools. She also asked if there would be large signage informing motorists of closures.

Mr. Heitkamp replied that we are required by ODOT to inform for emergency services, but it would be our practice to do that anyway. He stated that they always coordinate with the schools and local emergency services in these kind of projects. He added that her suggestion of signage to notify motorists was a good one and he would keep that in mind for when the project begins.

Mr. Suer asked if the area of roadway in front of the hospital wears out faster due to the topography. He stated he felt like it needs to be resurfaced more frequently.

Mr. Heitkamp explained that the area in the medical district is the oldest pavement section of Montgomery Road. He explained that the stretch from Pfeiffer Road to I-275 handles the most traffic with all kinds of vehicles which take their toll on the pavement.

Council continued to discuss the nuances of the project.

Mayor Messer explained that this legislation will be added to the September 4 agenda for consideration that evening.



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## ADMINISTRATION REPORT

Mr. Riblet reported the following items:

- A Council Business Session is scheduled for Wednesday, September 4 at 6:00 p.m.
- Staff requested a CIC meeting prior to the September 4 Business Session at 5:45 p.m. to consider a historic matching grant application for 7960 Remington Road.  
  
City Council agreed to the CIC meeting. Mr. Margolis made a motion to begin the Business Session immediately following the conclusion of the CIC meeting. Mrs. Bissmeyer seconded. City Council unanimously agreed.
- The Law and Safety; Financial Planning; and Planning, Zoning and Landmarks Committees have cancelled their meetings for the month of September. Mr. Riblet added that the 2025 Budget Books would be delivered to Council at the September 4 Business Session for review prior to the September 12 Budget Review Meeting.
- The Parks and Recreation; Government Affairs; and Public Works Committees have no agenda items at this time, but an update will be provided at the September 4 meeting.
- Mr. Riblet commented on how great the Top Work Place celebration was and thanked City Council for attending to celebrate the sixth straight year of receiving the recognition.
- The Safety Center Interim Renovation bid opening was held Tuesday morning. There were three bids submitted and unfortunately all three bids were significantly higher than the engineers estimate. A follow up meeting is scheduled for this coming Monday to consider options moving forward.
- Brian Riblet and Tracy Henao presented on the State of the City to residents of Twin Lakes on Tuesday afternoon. Approximately 150 people showed up to hear about the latest developments in the City. This is a great opportunity to keep the residents of Twin Lakes informed and engage with residents on things happening in the City.

## Events

- On 8/24, the Diversity Dinner will be held. The dinner party theme is Celebrating Indian Culture and will be held at the Swaim Park Small Picnic Shelter. Attendees are asked to bring a dish to share with 10 people. The event is held from 6:00-8:00 p.m. Registration is requested.
- On 8/29, a Community Mental Health Panel Discussion on Suicidal Ideation – Signs, Treatment, and Survivors will be hosted by the Church of the Saviour on Pfeiffer Road. The discussion will begin at 7:00 and run until approximately 8:30 p.m. Also, representatives from Care Solace will be there to share information about their services. Mr. Riblet added that the first full report of data from Care Solace was received. He explained that for the months of June and July there were 25 referrals made with 1,231 services provided. He stated that he was impressed to see that the average to match services took only two days and an average of only nine days until an appointment.
- On 8/29 a First Suburbs meeting will be held beginning at 6:00 p.m. in Silverton featuring Hamilton County Board of Commissioners President, Alicia Reece providing an update on all things Hamilton County.

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- On 9/1 a BAMSO Labor Day Concert will be conducted at the Tom Stone Amphitheater beginning at 7:00 p.m. (4309 Cooper Road, Blue Ash)
- On 9/2 Labor Day – City Offices Closed
  - K-9 Kerplunk 5-8 p.m.
  - Pool Closes for the Season

Mr. Riblet requested an Executive Session to consider matters related to the employment or compensation of a public employee or official.

#### **LAW DIRECTOR REPORT**

Mr. Donnellon reported that he attended a MVRMA roundtable that consisted of legal counsel from 12 different municipalities that were members of MVRMA. He explained that the conversations focused on marijuana and temporary signs. He summarized that one of the panelists was an attorney that specialized in employment law, especially around the issues of alcohol and drugs. He stated that the panelist discussed policies and practices and was going to share these documents with the group. He explained that they discussed when to test employees and also how to regulate public consumption such as in parks or public places. He stated he will provide a follow up once the sample policy and the City's policy has been reviewed and compared with staff and City Council.

Mr. Donnellon explained that since we are headed into the political season that the discussion of signs was very timely. He explained that the discussion focused on 1<sup>st</sup> Amendment freedoms and political speech. He stated that we cannot well regulate the size and number of signs that a resident has. He explained that signs placed in the right of way is something that we can regulate. He added that signs that block the line of sight for traffic can be regulated as a safety issue. Similarly, signs that are left up continually that become deteriorated, can be managed by asking the homeowner to update or replace. Mr. Donnellon added that areas where there are no sidewalks is where it gets tougher to manage as the 13' from the roadway can be sometimes hard to determine. He stated that our practice is to take the sign down, leave it in the yard with a note advising the homeowner of the proper way to display the sign. He added that as a courtesy we would leave notes with signs that are deemed offensive asking the homeowner to remove the sign. He stated that the City would not be in the practice of filing suits against homeowners for sign violations. Mr. Donnellon explained that staff would be doing a deep dive into the Sign Code in conjunction of the overall Code of Ordinance review.

Mr. Margolis asked what the magnitude of complaints regarding temporary signs was and if they were in the hundreds.

Mr. Chesar replied that while it has not been in the hundreds, it is significant and the calls that are being fielded by staff are with individuals who are upset about other people's signs or theirs being removed. He stated this takes a good deal of time from staff's regular duties. He explained there have already been calls received regarding political signs.

Vice Mayor Naiman asked if there were regulations that would prevent someone from putting up a really tall sign.

Ms. Henao explained that like a tent, the height could require a building permit that approved the height and the wind strength. She stated that the building permit process would likely prevent really tall signs from being placed by homeowners.

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## **CITY COUNCIL REPORTS**

### **Mrs. Bissmeyer**

Mrs. Bissmeyer stated she attended the DORA event and felt it was a success. She stated the music was great and that everyone seemed to enjoy the event.

Mrs. Bissmeyer reported that she attended a Hamilton County Library Board meeting held at the new downtown branch. She explained that the Symmes Branch is scheduled for demolition in October and that it was temporarily being moved to a location on Governor's Drive during construction of the new branch. She stated the new branch was anticipated to open in 2025/2026.

Mrs. Bissmeyer shared her appreciation for the Top Work Place celebration held on Friday, August 16. She praised leadership and staff for receiving this recognition for the sixth year in a row.

### **Mrs. Mills-Reynolds**

Mrs. Mills-Reynolds reported that the Parks and Recreation Commission is diligently working on the final touches for The Amazing Race scheduled for September 28 from 3:00 to 6:00 p.m. She explained there was a small increase in the entrance fees to \$10 a person but that it was a great family event. She added that the Commission was also working on the Star Party scheduled for September 20. The kids' session was already sold out, however there were still openings for the adult session.

Mrs. Mills-Reynolds reported that the Beautification and Tree Commission did not meet in August, however, they are scheduled to meet on September 12. She stated that they are working on an October 8 B & T Talk featuring Doug Gilbert speaking on Pollinator Gardens. She added that the Swaim Garden had recently been designated as a Pollinator Garden by the Cincinnati Zoo.

Mrs. Mills-Reynolds closed stating that the Sycamore Schools Advisory Board would be meeting next month now that school is back in session.

### **Mr. Dobrozsi**

Mr. Dobrozsi shared his appreciation to staff for the Top Work Place designation and the fantastic celebration.

Mr. Dobrozsi reported on the following:

- Arts Commission events:
  - Food Tour on September 14 is sold out
  - Live @the Uni is sold out
- Sister Cities is working on securing bands for the 2025 Bastille Day event. He asked Mr. Vanderhorst to confirm the final alcohol ticket sales collection for this year's event. Mr. Vanderhorst reported that it was a record breaking year with \$27,000 in ticket sales. Mr. Dobrozsi added that the Commission is also looking into hosting another Soiree En Blanc dinner in 2025. He explained that the themed dinner will be held indoors in February of 2025.



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**Vice Mayor Naiman**

Vice Mayor Naiman echoed the sentiments of her peers regarding the Top Work Place celebration and thanked the leadership team for maintaining the positive culture for City staff.

Vice Mayor Naiman also enjoyed the DORA event and the music.

Vice Mayor Naiman stated that the Beam Signing for Phase II of the MQ project was fun and exciting to see the next phase of construction begin.

Vice Mayor Naiman encouraged everyone to register for the Diversity Dinner if they had not already done so.

**Mr. Suer**

Mr. Suer stated that while he was not able to attend the TWP celebration he wanted to note that the significance of receiving these recognitions was a credit to the culture driven by the leadership and the organization. He explained that the majority of staff feel good about working for the City and that was not always the case.

**Mr. Margolis**

Mr. Margolis reported that he too was excited by the beam signing and the beginning of Phase II of the MQ.

Mr. Margolis thought the DORA event was very good.

Mr. Margolis reported that the EAC hosted another monthly cardboard recycling event the past Saturday. He added that the EAC was hosting a Composting Seminar in October.

**Mayor Messer**

Mayor Messer shared how wonderful the Top Work Place celebration was and how unique it was for a municipality to earn the designation for six straight years. He added that the award is the result of employee surveys reflecting on the positive culture of the organization.

Mayor Messer also reported of the ribbon cutting for The Growing Room. He stated it was always great to see the local businesses growing and succeeding.

**MINUTES**

Mr. Margolis moved to approve the minutes of August 7, 2024 as written. Mrs. Bissmeyer seconded. City Council unanimously agreed.

**OTHER BUSINESS**

There was no other business.

**EXECUTIVE SESSION**

Mayor Messer stated that Mr. Riblet had requested an Executive Session to consider matters related to the employment or compensation of a public employee or official.

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Mr. Margolis made a motion to adjourn into Executive Session to consider matters related to the employment or compensation of a public employee or official.

Vice Mayor Naiman seconded.

The roll was called and showed the following vote:

AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis (7)

NAY: (0)

City Council adjourned into Executive Session at 7:08 p.m.

City Council reconvened into Public Session at 7:40 p.m.

**ADJOURNMENT**

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

Mr. Margolis moved to adjourn. Vice Mayor Naiman seconded. City Council unanimously agreed.

City Council adjourned at 7:40 p.m.

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Connie Gaylor, Clerk of Council