

May 14, 2021

TO: Mayor and City Council Members

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

SUBJECT: City Council Work Session of Wednesday, May 19, 2021

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, May 19, 2021 immediately following the conclusion of the Volunteer Walk of Fame Induction Ceremony.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
 - a. Eric Rademacher from the University of Cincinnati will be present to review with City Council the results of the recent resident survey
4. Guest and Residents
5. Legislation for Consideration this Evening
6. Establishing an Agenda for June 2, 2021 Business Session

Tabled Legislation

- a. An Ordinance Agreeing To Adjust The Boundaries Between The City Of Montgomery, Ohio And The City Of The Village Of Indian Hill, Ohio Pursuant To Ohio Revised Code Section 709.37—(Vice Mayor Margolis, 3rd Reading-TABLED) Information has been previously supplied on this Ordinance that, if approved, would grant a request from Amy M. and Christopher Gilles, Property Owners on Remington Road, to approve a boundary adjustment for their property to relocate a portion of their lot from the Village of Indian Hill into the City to then be consolidated to create a larger, buildable lot. This Ordinance is the first step in the statutory process to adjust the boundary between the City and the Village. The Village of Indian Hill is passing a similar Ordinance, after which the legislation will be presented to the Board of Commissioners of Hamilton County, Ohio to approve the boundary adjustment between the two communities.

This Ordinance will remain on the table until Council later adds it to the Agenda for the third reading.

Pending Legislation

There is no current pending legislation

New Legislation

- a. A Resolution Authorizing The City Manager To Contract With Frost Brown Todd, LLC To Provide Special Counsel Services—Please find the attached correspondence from City Manager Brian Riblet requesting that City Council adopt a Resolution authorizing the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal services for labor negotiations/labor relations/human resource functions. The work of Frost Brown Todd, LLC has been invaluable in labor negotiations/relations efforts, and it is important that the City maintain this relationship as the City continues its labor and employee relations into the future.

Add this Resolution to the June 2, 2021 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- b. A Resolution authorizing the City Manager to enter into contract with Strawser Construction, Inc. to complete the City of Montgomery 2021 Crack Seal Program through the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program—Please find attached correspondence from Public Works Director Gary Heitkamp requesting that City Council approve this Resolution that will authorize the City Manager to enter into a contract with Strawser Construction for the 2021 Crack Seal program. The program includes work to crack seal 5.43 centerline miles on the streets indicated on the attached memorandum. Funding for this project is programmed in the 2021 Capital Improvement Program 410-261-5470 account. It is requested that the 2021 Crack Seal Program be approved for funding in the amount of \$60,350.

Add this Resolution to the June 2, 2021 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- c. A Resolution Authorizing the City Manager to enter into a contract with Physio Control-Stryker Medical for the Purchase of three LIFEPAK 15 Cardiac Monitor Defibrillators—Please see attached correspondence from Fire Chief Paul Wright requesting that City Council consider this Resolution that, if approved, will allow the City Manager to enter into a contract to purchase three LIFEPAK 15 V4 Cardiac Monitor Defibrillators from Physio Control-Stryker Medical. The purchase of the defibrillators is programmed in the 2021 Capital Improvement Program 223-000-5405 account. It is requested that \$57,849.75 in funding be approved for the purchase of the defibrillators. This amount includes 5% contingency for shipping or any unforeseen expenses.

Add this Resolution to the June 2, 2021 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

7. Administration Report

8. Law Director Report

9. City Council Member Reports

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

10. Approval of Minutes- May 5, 2021 Business Session

11. Other Business

- a. **Liquor Permit**-Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board to allow a for a new C1-C2 liquor permit to be issued to Lee's Blessing LLC dba Little Asiana located at 9731 Montgomery Road.
- b. **Liquor Permit**- Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board for a transfer of stock membership for an existing liquor license for Z Wine and Cheese at 7823 Cooper Road.

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, Administrative Coordinator
Department Heads
Terry Donnellon, Law Director



CITY COUNCIL WORK SESSION AGENDA
10101 Montgomery Road • Montgomery, Ohio 45242
(513) 891-2424 • Fax (513) 891-2498

May 19, 2021
City Hall

The City Council Work Session will begin immediately following the Public Hearing at 6:30 p.m. as a hybrid meeting both in City Hall and via teleconference. Social distancing guidelines will be observed with the meeting being conducted via teleconference. To phone in please use the following phone number: 1-866-228-9900 with access code 204938.

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2. Roll Call
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6. Establishing an Agenda for the June 2, 2021 Business Session

Tabled Legislation

- a. An Ordinance Agreeing to Adjust the Boundaries Between the City of Montgomery, Ohio And the City of The Village of Indian Hill, Ohio Pursuant to Ohio Revised Code Section 709.37 -(Vice Mayor Margolis, 3rd Reading-Tabled)

This Ordinance will remain on the table until Council later adds it to the Agenda for the third reading.

Pending Legislation

There is no current pending legislation

New Legislation

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Add this Resolution to the June 2, 2021 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

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8. Law Director Report

9. City Council Member Reports

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- b. Mrs. Bissmeyer
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- c. Ms. Roesch
- d. Mr. Suer
- e. Vice Mayor Margolis
- f. Mayor Dobrozsi

10. Approval of Minutes- May 5, 2021 Business Session

11. Other Business

- a. Liquor Permit-Please see the attached memo regarding the request from the State of Ohio Liquor Control Board to allow a for a new C1-C2 liquor permit to be issued to Lee's Blessing LLC dba Little Asiana located at 9731 Montgomery Road.
- b. Liquor Permit- Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board for a transfer of stock membership for an existing liquor license for Z Wine and Cheese at 7823 Cooper Road.

12. Executive Session

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

C: Connie Gaylor, Administrative Coordinator
Department Heads
Terry Donnellon, Law Director

ORDINANCE NO. , 2021

AN ORDINANCE AGREEING TO ADJUST THE BOUNDARIES BETWEEN THE CITY OF MONTGOMERY, OHIO AND THE CITY OF THE VILLAGE OF INDIAN HILL, OHIO PURSUANT TO OHIO REVISED CODE SECTION 709.37

WHEREAS, pursuant to Ohio Revised Code Section 709.37, two adjoining municipal corporations may, by Ordinance adopted by their respective legislative authorities, agree to adjust their boundaries, provided that such adjustment does not involve the transfer of land inhabited by more than five voters; and

WHEREAS, property owners, Amy M. and Christopher Gilles, are the record owners of two plats located on Remington Road, Hamilton County, Ohio, which lots border the common corporation line between the City of Montgomery, Ohio (“Montgomery”) and the City of the Village of Indian Hill, Ohio (“Indian Hill”); and

WHEREAS, to create appropriately buildable lots for this land, the property owners have petitioned both Montgomery and Indian Hill to adjust the corporation line to move .3362 acres from Hamilton County Auditor’s parcel number 619-0190-0082 from Indian Hill, and to consolidate such lot with lot 603-0004-0093 located within Montgomery. A copy of the proposed survey plat is attached hereto as **Exhibit A-1** and the former legal description for the remaining lots are attached hereto **Exhibit A-2**; and

WHEREAS, the Council of the City of Montgomery hereby finds and determines that a boundary adjustment of a portion of the property from Indian Hill to Montgomery will allow the adjusted and consolidated property to be governed by the laws of only one municipality, it will allow for the effective enforcement of the appropriate municipal codes in each jurisdiction, and it will avoid confusion regarding the provision of

municipal services by properly adjusting the boundary line to recognize these as two distinctive lots in their respective jurisdictions; and

WHEREAS, the City of Montgomery is willing to adjust its municipal boundary line with the Village of Indian Hill as graphically depicted in **Exhibit A-1** and described in **Exhibit A-2** attached hereto; and

WHEREAS, the proposed boundary adjustment would not affect any voters in either municipality and would be in the best interest of both municipalities; and

WHEREAS, the Council of the City of Montgomery desires to zone the new lot as consolidated and adjust it to the City of Montgomery as Residential A.

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

SECTION 1. The Council of the City of Montgomery, Ohio does hereby agree to a boundary adjustment with the City of the Village of Indian Hill to consolidate a portion of Hamilton County Auditor's parcel number 619-0190-0082 to Hamilton County parcel number 603-0004-0093, and to adjust the new corporation line as appropriate and as depicted on the attached **Exhibit A-1**. Council hereby requests that the Board of Commissioners of Hamilton County, Ohio adjust the boundaries for the City of Montgomery, Ohio and the City of the Village of Indian Hill in the manner as provided by law and as depicted in **Exhibit A-1** and described in **Exhibit A-2** attached hereto.

SECTION 2. The territory that is becoming a part of the City of Montgomery shall be zoned Residential A and subject to all laws generally applicable to properties in the City. The Community Development Director shall cause the official zoning map of the City of Montgomery to be amended in accordance with this Ordinance.

SECTION 3. This Ordinance shall go into effect and become law from and after the earliest period allowed by law.

SECTION 4. The Clerk of the City is hereby directed to certify a copy of this Ordinance to the Hamilton County Recorder.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

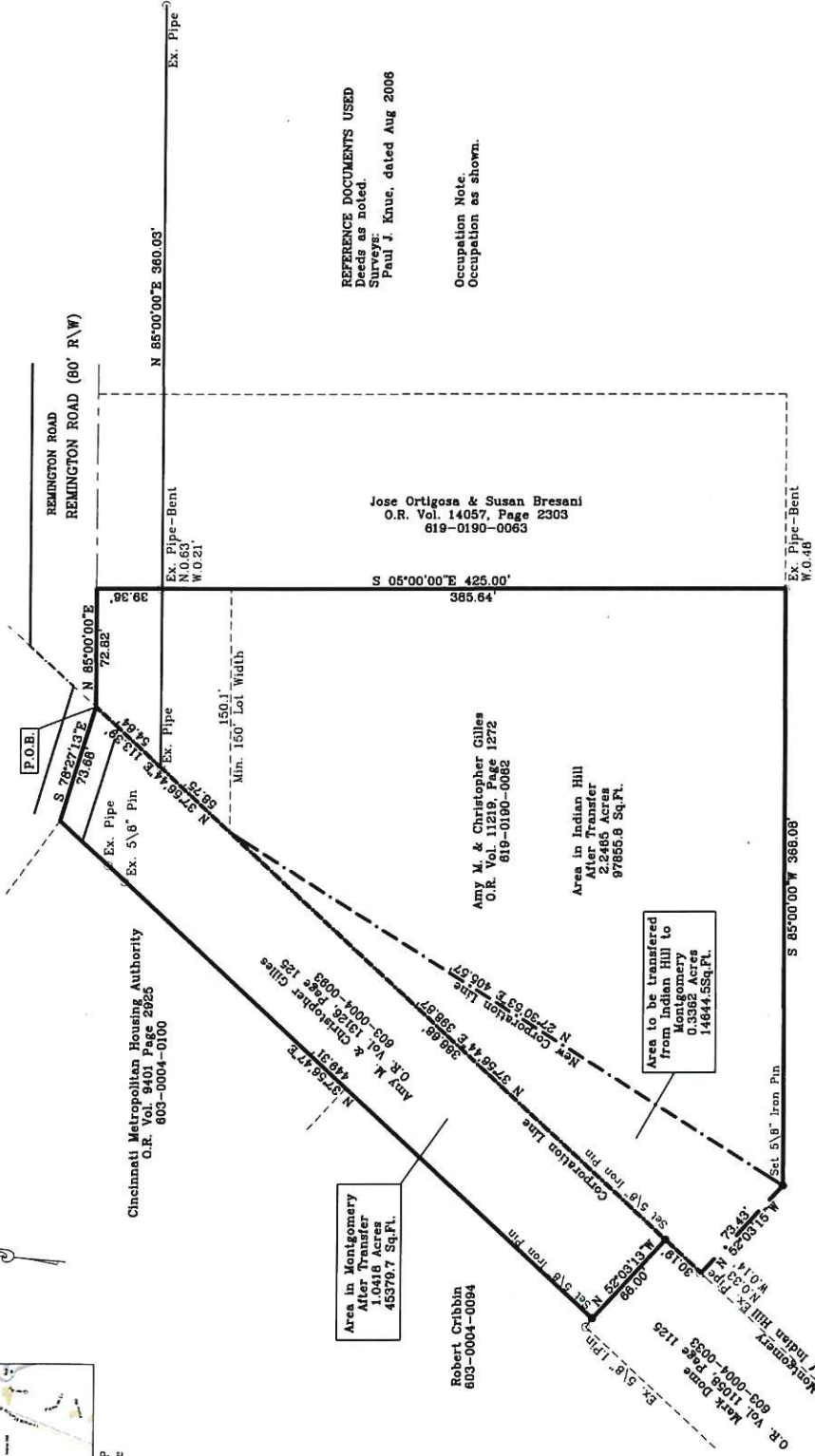


Terrence M. Donnellon, Law Director

EXHIBIT A-1

SECTION 3, TOWN 4, E.R. 1
 INDIAN HILL TOWNSHIP \ SYCAMORE TOWNSHIP
 CITY OF INDIAN HILL \ VILLAGE OF MONTGOMERY
 HAMILTON COUNTY, OHIO

Basis of bearings is Official Record 10411, Page 1415
 of the Hamilton County Recorder's Office.



REFERENCE DOCUMENTS USED
 Deeds as noted.
 Surveys:
 Paul J. Knue, dated Aug 2006
 Occupation Note:
 Occupation as shown.

<p>LANSDALE SURVEYING, INC 1008 MAIN STREET - (ST. RT. 28) MILFORD OHIO, 45150 PHONE (513) 631-9970</p>	SURVEY FOR CORPORATION LINE ADJUSTMENT
	Survey for Amy & Christopher Gilles 7965 Remington Road
DATE: 12/15/2020 SCALE: 1"=50'	DRAWN BY: mrh DRAFTING NUMBER: 09-029A

I hereby certify that this plat represents a true and correct survey made under my supervision and all instruments have been set or found as shown.



Jay S. Olberding P.S.
 Jay S. Olberding P.S.
 Ohio Registered Surveyor #S-7188

NOTE: The professional surveyor or Lansdale Surveying, Inc. has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No abstract of title, nor title commitment, or results of a title search were furnished to the surveyor or Lansdale Surveying, Inc.





1008 Main Street (State Route 28)
Milford, Ohio 45150
Telephone 513-831-9970 Fax 513-831-9971

President - Jay Olberding, P.S.
Founder - Jimmy Lansdale, P.S.

EXHIBIT A-2

December 15, 2020
09-029A

LEGAL DESCRIPTION FOR 0.3362 ACRES 711 Transfer from Indian Hill Township To Sycamore Township

Situate in Section 3, Town 4, E.R. 1, Sycamore Township, Indian Hill Township, City of Indian Hill, Village of Montgomery, Hamilton County Ohio and being more particularly described as follows:

Commencing at a point of intersection of the Corporation Line between The Village of Montgomery and The Village of Indian Hill with the centerline of Remington Road; Thence leaving the centerline of Remington Road and going along The Corporation Line South $37^{\circ} 56' 44''$ West 113.39 feet to a point and **TRUE PLACE OF BEGINNING** for this description; Thence along a New Corporation Line South $27^{\circ} 30' 53''$ West 405.57 feet to a set $5\frac{1}{8}''$ iron pin; Thence North $52^{\circ} 03' 15''$ West 73.43 feet to a point, said point being witnessed by an existing pipe North 0.33 feet and West 0.14 feet, said point in also on the Corporation Line The Village of Montgomery and The Village of Indian Hill, Thence North $37^{\circ} 56' 44''$ East 398.87 feet to the place of beginning containing 0.3362 acres of land.

North is based upon deed recorded in Official Record 10411 - Page 1415 of the Hamilton County Recorder's Office.

The above described real estate is part of the same premises described as recorded in O.R. 11219, Page 1272 of the Hamilton County Ohio Deed Records and identified as all of Parcel ID. No.619-0190-0062, 0072, and 0073 on the tax maps of said county.

This description is the result of a survey and plat by Lansdale Surveying, Inc. dated August, 2009 under the supervision of Jay S. Olberding, Professional Surveyor, Ohio Registration #S-7188.



Jay S. Olberding P.S.



1008 Main Street (State Route 28)
Milford, Ohio 45150
Telephone 513-831-9970 Fax 513-831-9971

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December 15, 2020
09-029A

LEGAL DESCRIPTION FOR 1.0418 ACRES

Situate in Section 3, Town 4, E.R. 1, Sycamore Township, Indian Hill Township, City of Indian Hill, Village of Montgomery, Hamilton County Ohio and being more particularly described as follows:

Beginning at a point of intersection of the Corporation Line between The Village of Montgomery and The Village of Indian Hill with the centerline of Remington Road; Thence leaving the centerline of Remington Road South $37^{\circ} 55' 56''$ West passing through an existing Pipe at 54.64 feet for a total distance of 113.39 feet to a point; Thence with a New Corporation line South $27^{\circ} 30' 53''$ West 405.57 feet to a set $5\frac{1}{8}''$ iron pin; Thence North $52^{\circ} 03' 15''$ West 73.43 feet to a point, said point being witnessed by an existing pipe North 0.33 feet and West 0.14 feet, said point in also on the Corporation Line of The Village of Montgomery and The Village of Indian Hill; Thence North $37^{\circ} 56' 44''$ East 30.19 feet to a set $5\frac{1}{8}''$ iron pin; Thence North $52^{\circ} 03' 13''$ West 66.00 feet to a set $5\frac{1}{8}''$ iron pin; Thence North $37^{\circ} 56' 47''$ East 449.31 feet to a point in the centerline of Remington Road; Thence along the centerline of Remington Road South $78^{\circ} 27' 13''$ East 73.68 feet to the place of beginning containing 1.0418 acres of land.

North is based upon deed recorded in Official Record 10411 - Page 1415 of the Hamilton County Recorder's Office.

The above described real estate is part of the same premises described as recorded in O.R. 11219, Page 1272 of the Hamilton County Ohio Deed Records and identified as all of Parcel ID. No.619-0190-0062, 0072, and 0073 on the tax maps of said county.

This description is the result of a survey and plat by Lansdale Surveying, Inc. dated August, 2009 under the supervision of Jay S. Olberding, Professional Surveyor, Ohio Registration #S-7188.



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December 15, 2020
09-029A

LEGAL DESCRIPTION FOR 2.2465 ACRES

Situate in Section 3, Town 4, E.R. 1, Indian Hill Township, City of Indian Hill, Hamilton County Ohio and being more particularly described as follows:

Beginning at a point of intersection of the Corporation Line between The Village of Montgomery and The Village of Indian Hill with the centerline of Remington Road; Thence with the centerline of Remington Road North $85^{\circ} 00' 00''$ East 72.82 feet to a point; Thence leaving the centerline of Remington Road South $05^{\circ} 00' 00''$ East 425.00 feet to a point, said point being witnessed by an existing pipe West 0.48 feet; Thence South $85^{\circ} 00' 00''$ West 368.08 feet to a set 5\8" iron pin; Thence with a New Corporation Line North $27^{\circ} 30' 53''$ East 405.57 feet to a point; Thence along the existing Corporation Line North $37^{\circ} 56' 44''$ East passing through an existing pipe at 58.75 feet for a total distance of 113.39 feet to the place of beginning containing 2.2465 acres of land.

subject to all easements and restrictions of record.

North is based upon deed recorded in Official Record 10411 - Page 1415 of the Hamilton County Recorder's Office.

The above described real estate is part of the same premises described as recorded in O.R. 11219, Page 1272 of the Hamilton County Ohio Deed Records and identified as all of Parcel ID. No.619-0190-0062, 0072, and 0073 on the tax maps of said county.

This description is the result of a survey and plat by Lansdale Surveying, Inc. dated August, 2009 under the supervision of Jay S. Olberding, Professional Surveyor, Ohio Registration #S-7188.



Jay S. Olberding P.S.



1008 Main Street (State Route 28)
Milford, Ohio 45150
Telephone 513-831-9970 Fax 513-831-9971

President - Jay Olberding, P.S.
Founder - Jimmy Lansdale, P.S.

Prepared by: Lansdale Surveying, Inc
Routine: Area Summary Coord File: 09-029.crd 12/15/20 8:35:15
Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Area in Indian Hill

Pt ID	Ang Rt	Bearing	Distance	Pt ID	Northing	Easting
28		N 85°00'10"E	72.82	21	5029.1362	5050.2505
21	90°00'10"	S 05°00'00"E	425.00	15	4605.7534	5087.2917
15	90°00'00"	S 85°00'00"W	368.08	17	4573.6731	4720.6124
17	57°29'07"	N 27°30'53"E	405.57	155	4933.3700	4907.9762
155	169°34'10"	N 37°56'44"E	133.39	28	5022.7892	4977.7007
28	132°55'46"					

Perimeter: 1384.86 Cumulative Perimeter: 1384.86

Approx: Sq. Feet: 97855.8 Acres: 2.2465
Approx: Total - Sq. Feet: 97855.8 Acres: 2.2465

Correct Ending Coordinates, North: 5022.7930 East: 4977.7073
Ending Coordinates, North: 5022.7892 East: 4977.7007
Error, N: 0.00 E: -0.01 Total: 0.01 Brg: N 59°58'10"E
Distance Traversed: 1384.86 Closure: 180329



Jay S. Olberding P.S.



1008 Main Street (State Route 28)
Milford, Ohio 45150
Telephone 513-831-9970 Fax 513-831-9971

President - Jay Olberding, P.S.
Founder - Jimmy Lansdale, P.S.

Routine: Area Summary Coord File: 09-029.crd 12/15/20 8:32:00
Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Area in Montgomery

Pt ID	Ang Rt	Bearing	Distance	Pt ID	Northing	Easting
28		S 37°56'44"W	113.39	155	4933.3738	4907.9828
155	190°25'50"	S 27°30'53"W	405.57	17	4573.6770	4720.6190
17	79°34'08"	N 52°03'15"W	73.43	18	4618.8303	4662.7127
18	90°00'10"	N 37°56'44"E	30.19	25	4642.6388	4681.2758
25	269°59'48"	N 52°03'13"W	66.00	26	4683.2238	4629.2291
26	90°00'00"	N 37°56'47"E	449.31	27	5037.5435	4905.5206
27	116°24'00"	S 78°27'13"E	73.68	28	5022.7957	4977.7095
28	63°36'04"					

Perimeter: 1211.57 Cumulative Perimeter: 1211.57

Approx: Sq. Feet: 45379.7 Acres: 1.0418
Approx: Total - Sq. Feet: 45379.7 Acres: 1.0418

Correct Ending Coordinates, North: 5022.7930 East: 4977.7073
Ending Coordinates, North: 5022.7957 East: 4977.7095
Error, N: 0.00 E: 0.00 Total: 0.00 Brg: S 39°30'58"W
Distance Traversed: 1211.57 Closure: 350897



Jay S. Olberding P.S.



1008 Main Street (State Route 28)
Milford, Ohio 45150
Telephone 513-831-9970 Fax 513-831-9971

President - Jay Olberding, P.S.
Founder - Jimmy Lansdale, P.S.

Prepared by: Lansdale Surveying, Inc
Routine: Area Summary Coord File: 09-029.crd 12/15/20 8:28:30
Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

711 Transfer

Pt ID	Ang Rt	Bearing	Distance	Pt ID	Northing	Easting
155		S 27°30'53"W	405.57	17	4573.6754	4720.6180
17	79°34'08"	N 52°03'15"W	73.43	18	4618.8287	4662.7116
18	90°00'00"	N 37°56'44"E	398.87	155	4933.3745	4907.9833
155	10°25'52"					

Perimeter: 877.87 Cumulative Perimeter: 877.87

Approx: Sq. Feet: 14644.5 Acres: 0.3362
Approx: Total - Sq. Feet: 14644.5 Acres: 0.3362

Correct Ending Coordinates, North: 4933.3722 East: 4907.9818
Ending Coordinates, North: 4933.3745 East: 4907.9833
Error, N: 0.00 E: 0.00 Total: 0.00 Brg: S 32°33'02"W
Distance Traversed: 877.87 Closure: 319965



Jay S. Olberding P.S.

May 14, 2021

TO: Mayor and City Council Members

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

SUBJECT: Legislation Request for a Special Counsel Contract with Frost Brown Todd, LLC

Introduction

It is requested that City Council adopt a Resolution to authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal counsel service related to labor negotiations/relations and other employment law.

Background

In 2004, the City contracted with Frost Brown Todd, LLC to provide legal services for the negotiations of a contract with the International Association of Fire Fighters (IAFF). Since that time, the City has used the services of Frost Brown Todd, LLC in negotiations with the Fraternal Order of Police (FOP), with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit and is currently using their services in renegotiating its contract with the IAFF.

The work of Frost Brown Todd, LLC has been invaluable to the success of the City's labor negotiations/relations efforts, and it is important that the City is able to maintain this relationship for its current and upcoming negotiations.

Recommendation

Staff recommends that City Council authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide assistance to the City in matters related to labor negotiations and labor relations in accordance with the attached fee schedule and terms of engagement.



W. Joseph Scholler
Member
513.870.8226 (t)
513.870.0999 (f)
jscholler@fbtlaw.com

May 7, 2021

Mr. Brian Riblet, City Manager
City of Montgomery
10101 Montgomery Road
Montgomery, Ohio 45242

Re: General Labor and Employment

Dear Mr. Riblet:

We are pleased that you have asked Frost Brown Todd to serve as your counsel in this matter. This letter will confirm our discussion with you regarding your engagement of our firm and will describe the basis upon which our firm will provide legal services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be the City of Montgomery (the "City"). We will be engaged to advise the City in connection with general labor and employment matters, including negotiations. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Attorneys and paralegals have been assigned hourly rates based upon their experience and level of expertise. The rates of those attorneys likely to work on this matter range from \$290.00 in the case of Jack Hemenway, and \$410.00 in the case of myself. Our hourly rates are reviewed periodically and may be increased from time to time. It may be necessary to add or change attorneys working on your behalf.

Consent to Future Conflicts. You are aware that our firm is a relatively large law firm and represents many other companies and individuals. Some may be direct competitors of yours or otherwise may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in

Mr. Brian Riblet, City Manager
May 7, 2021
Page 2

which such a client's interests are, or potentially may become, adverse to your interests. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, we ask you to agree, and you hereby do agree, that Frost Brown Todd may continue to represent, or may undertake in the future to represent, any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of the **City of Montgomery**, as long as that other matter is not substantially related to this or our firm's other engagements on behalf of the **City of Montgomery**. We do not, however, intend for you to waive your right to have our firm maintain the confidentiality of client information obtained by us in the course of representing you. Thus, if our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you which we acquire as a result of representing you will not be made available to lawyers or others in our firm involved in such matter. You are hereby advised, and have had the opportunity, to consult with other counsel about this prospective waiver. You also understand and acknowledge that, in the course of our representation of other clients pursuant to this prospective waiver, we may obtain confidential information of interest to you that we cannot share with you.

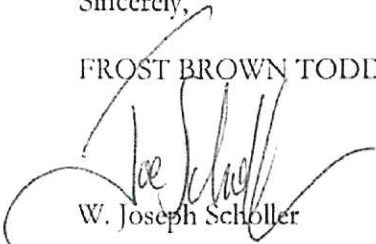
ABA Statement of Policy. We wish to inform the City, and the City acknowledges, that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that the City requests we make to the City's auditors regarding "loss contingencies" affecting the City.

Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent you. If these terms of our engagement are acceptable to you, please return a signed copy of this letter to me in the enclosed envelope. Our representation of you will commence upon receipt of the signed engagement letter. We look forward very much to working with you on this matter.

Sincerely,

FROST BROWN TODD LLC



W. Joseph Scholler

Mr. Brian Riblet, City Manager
May 7, 2021
Page 3

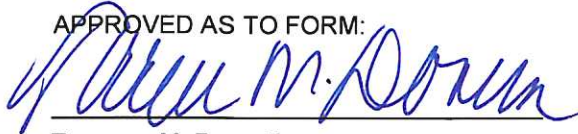
The foregoing is understood and accepted:

CITY OF MONTGOMERY

By: _____
Print Name: _____
Print Title: _____

4832-2739-7401v15

APPROVED AS TO FORM:



Terrence M. Donnellon,
Law Director

FROST BROWN TODD LLC

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.

7. Withdrawal. Under the rules of professional conduct by which we are governed, we

may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain “covered service providers” must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a “covered service provider,” there are some situations in which it might be. A description of the disclosures required in those situations can be located at www.dol.gov/cbsa/newsroom/fs408b2finalreg.html.

13. Authorization. By the Client’s agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client’s behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

RESOLUTION NO. _____, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH FROST BROWN TODD, LLC TO PROVIDE SPECIAL COUNSEL SERVICES

WHEREAS, the City does desire to engage special counsel to assist in negotiating Collective Bargaining Agreements and to handle labor and employment issues; and

WHEREAS, the Law Director and the Administration recommend the City continue to retain the services of Frost Brown Todd, LLC as such special counsel.

NOW THEREFORE, Be It Resolved by the Council of the City of Montgomery, Ohio, that:

SECTION 1. The City Manager is authorized to enter into a contract with Frost Brown Todd, LLC according to the terms in the Letter of Engagement attached to this Resolution and incorporated herein by reference. The Administration is authorized to pay Frost Brown Todd, LLC according to the schedule of fees outlined in the Letter of Engagement for the purposes of providing assistance to the City in labor negotiations.

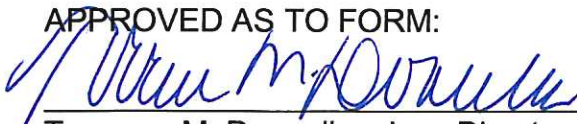
SECTION 2. This Resolution shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

May 10, 2021

TO: Brian Riblet, City Manager
 FROM: Gary Heitkamp, Public Works Director *DJAD*
 SUBJECT: 2021 Crack Seal Program Legislative Request

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into contract with Strawser Construction, Inc. to complete the City of Montgomery 2021 Crack Seal Program through the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program.

Financial Impact

The Crack Seal Program is programmed in the 2021 Capital Improvement Program 410-261-5470 account in the amount of \$75,000.00. It is requested that the Crack Seal Program be approved for funding in the amount of \$60,350.00, which includes a 10% contingency of \$5,486.00. The Crack Seal Program will be contracted with Strawser Construction, Inc. through the ODOT Cooperative Purchasing Program (Contract No. 101L-22)

Background

Each year, the City enters into Contract to have various streets crack sealed as part of the Capital Improvement Program. The 2021 Crack Seal Program includes the following streets:

<u>Street</u>	<u>Limits</u>	<u>CL Miles</u>
Montgomery Road	Main St (north) to Bethesda North main access	1.551
Pfeiffer Road	Stone Ct to Montgomery Rd	0.098
Kennedy Lane	Terminus to Corp. Limit	0.031
Zig Zag Road	Cooper Rd to Corp. Limit	1.592
Treeheights Court	Trailwind Dr to Terminus	0.109
Convo Court	Weller Rd to Terminus	0.206
Thistlewood Court	Weller Rd to Terminus	0.203
Delray Drive	Castleford Ln to Stonehenge Dr	0.083

Belleford Court	Castleford Ln to Terminus	0.074
Castleford Lane	West Terminus to Delray Dr	0.137
Stonehenge Drive	Terminus to Corp. Limit	0.276
Forestglen Drive	Montgomery Rd to Terminus	0.820
Woodfern Way	Forestglen Dr to Forestglen Dr	0.211
Glenash Court	Woodfern Way to Terminus	0.036

Total - 5.43 centerline miles

The 5.43 centerline miles equates to approximately 101,600 square-yards of roadway surface to be treated. Staff met with Strawser Construction Inc., who has performed this work for the City the past several years, to inspect the locations and provide a quote. Based on the square-yardage and visual inspection performed, Strawser provided a quote for \$54,864.00 (or \$0.54 per square-yard).

Recommendation

Staff has reviewed the bid received from Strawser Construction, Inc. and recommends that City Council adopt legislation to authorize City Manager Brian Riblet to enter into a Contract with Strawser Construction, Inc. to complete the 2021 Crack Seal Program in the amount of \$60,350.00 through the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program Contract No. 101L-22. The amount includes \$5,486.00 in project contingency funding or 10% of the bid amount.

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

Attachment - Strawser Construction, Inc. Proposal



1392 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"



PROPOSAL

4/29/2021

City of Montgomery, OH
 7315 Cornell Rd Montgomery, OH 45242
 (513)792-8322

2021 City of Montgomery Crack Seal

Mr. Nicholas Miller,

Strawser Construction Inc. is pleased to present the following proposal for your review.
 We will furnish all labor, equipment and materials to complete the following scope of work:

Type of Work 1

ODOT Type 2 Crack Seal - Approx. 25,500 lbs.

Clean cracks to be free of debris and vegetation using pressurized air. Install approx. 25,500 lbs. of ODOT Type II crack seal to all cracks greater than ¼" inch width with exception to spider web cracking areas. This Item is contracted via the ODOT 101G purchasing agreement.

Pavements to be Treated

- | | |
|---|-----------------------------------|
| Kennedy Ln | Belleford Ct |
| Zig Zag Rd | Castleford Ln(West End to Delray) |
| Treeheights Ct | Stonehenge Dr |
| Convo Ct | Forestglen Dr |
| Montgomery Rd(Main St North End to Pfeiffer Rd) | Glenash Ct |
| Montgomery Rd(Pfeiffer Rd to Bethesda North Entrance) | Woodfern Way |
| Pfeiffer Rd(Stone Ct to Montgomery Rd) | Thistlewood Ct |
| Delray Dr(Stonehenge Dr to Castleford Dr) | |

Type of Work	Quantity	Unit of Measure	Unit Price	Extension
ODOT Type 2 Crack Seal	101,600	SY	\$0.54	\$54,864.00
				\$0.00
				\$0.00
Total Project Extension				<u>\$54,864.00</u>



1392 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"

Conditions:

- * Proposed quantities are based on site conditions on: 4/1/2021
- * Prices are based on 1 mobilization. Work to be completed in 2021.
- * Unit Price items will be billed per installed quantities.
- * Prices include sales tax if project is not tax exempt.

Notes:

- * Existing pavement is expected to support the weight of normal construction loads.
- * Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- * Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation, Construction Contract Exemption Certificate, if applicable.

Please call with any questions.

Thank you,

Kyle Stricker
Strawser Construction Inc.
513-520-0909
kstricker@terryasphalt.com

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

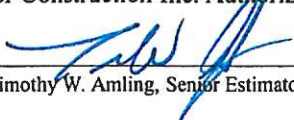
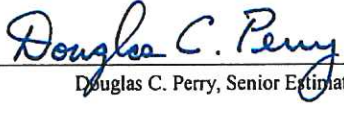
Above Unit Prices

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

This account is subjected to a finance charge computed at an annual percentage rate of 18% on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

 _____ Timothy W. Amling, Senior Estimator	Date: <u>4/29/21</u>	 _____ Douglas C. Perry, Senior Estimator	Date: <u>4/29/21</u>
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Note: This proposal may be withdrawn by us if not accepted within 30 days.

In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisalment, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITIONS, rights and remedies herein contained shall bind the parties hereto.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Name and Title: _____

Please Print

Date of Acceptance: _____

Authorized Signature: _____

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

RESOLUTION NO. _____, 2021

A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STRAWSER CONSTRUCTION, INC., FOR THE 2021 CRACK SEAL PROGRAM THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING PROGRAM CONTRACT #101L-20

WHEREAS, the City is required by statute to solicit competitive bids for goods or services which will exceed a contract price of Fifty Thousand Dollars (\$50,000); and

WHEREAS, state law recognizes certain exceptions to the requirement of competitive bidding including purchases made through the State of Ohio's Cooperative Purchasing Program; and

WHEREAS, the City of Montgomery is a participant in the State of Ohio's Cooperative Purchasing Program; and

WHEREAS, the City has determined that separate bids for the 2021 Crack Seal Program would exceed the price available through the Ohio Cooperative Purchasing Program, and the project services available through the Cooperative Purchasing Program will meet the City Engineer's recommendation for appropriate street resurfacing.

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

SECTION 1. The City Manager is hereby authorized to contract with Strawser Construction, Inc., through the Ohio Cooperative Purchasing Program Contract #101L-22 for the application of Crack Seal for an amount not to exceed \$ 60,350.00 for those public streets or parts of public streets identified on the attached Schedule A.

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

passage.

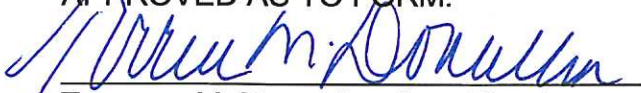
PASSED: _____

ATTEST: _____

Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

SCHEDULE A

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>CENTERLINE MILES</u>
Montgomery Road	Main St (north)	Bethesda North main access	1.551
Pfeiffer Road	Stone Ct	Montgomery Rd	0.098
Kennedy Lane	Terminus	Corp. Limit	0.031
Zig Zag Road	Cooper Rd	Corp. Limit	1.592
Treeheights Court	Trailwind Dr	Terminus	0.109
Convo Court	Weller Rd	Terminus	0.206
Thistlewood Court	Weller Rd	Terminus	0.203
Delray Drive	Castleford Ln	Stonehenge Dr	0.083
Belleford Court	Castleford Ln	Terminus	0.074
Castleford Lane	West Terminus	Delray Dr	0.137
Stonehenge Drive	Terminus	Corp. Limit	0.276
Forestglen Drive	Montgomery Rd	Terminus	0.820
Woodfern Way	Forestglen Dr	Forestglen Dr	0.211
Glenash Court	Woodfern Way	Terminus	0.036

Total – 5.43 centerline miles

May 6, 2021

TO: Brian Riblet, City Manager
FROM: Paul Wright, Fire Chief *PCW*
SUBJECT: Cardiac Monitor/Defibrillator Replacement

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into a contract with Physio Control-Stryker Medical for the purchase of three LIFEPAK 15 V4 Cardiac Monitor Defibrillators.

Financial Impact

The 2021 purchase of three cardiac monitor defibrillators is programmed in the 2021 Fire Department Capital Budget in the amount totaling \$100,000.

Background

The cardiac monitor/defibrillators are used for responding to EMS emergencies involving chest pain and heart attacks. Early defibrillation is proven to save lives when a patient is struck with a heart attack. These units perform 12 LEAD heart monitoring that will be transmitted to a cardiologist while the patient is in our ambulance enroute to the hospital thereby speeding the needed therapy for the patient suffering from a blockage in the vessels of the heart. Again, the early detection of this type of cardiac blockage will allow for the patient to potentially bypass the Emergency Department and be directly admitted to the Cath-Lab where catheterization of the heart vessels can be performed which minimizes the on-going damage to the heart muscle.

The current three monitor/defibrillators have reached their anticipated lifespan of 10 years and are in need of replacement. They have components that are no longer manufactured and if these parts fail, the unit is inoperable and unfixable. If City Council chooses to replace the existing monitor/defibrillators, the newer models contain new technology to better serve the community. This equipment is core to our employee's ability in saving lives in the community.

The Fire Department's EMS Committee researched different cardiac monitor/defibrillators and found the LIFEPAK model to be the best equipment for our application. Additionally the manufacturer offers a trade-in of the old equipment with a 50% credit. The purchase is through the State of Ohio Cooperative Purchasing Program. Below is the pricing for companies which have contracts with the State of Ohio;

Zoll Medical $\$32,628.75 \times 3 \text{ Units} = \$97,886.25$

Physio Control-Stryker Medical $\$36,730.00 \times 3 \text{ Units} = \$110,190.00$

50% Deduct for Trade-In $(\$55,095.00)$

Total $\$55,095.00$

Note - While the State Contract is with Physio Control, Stryker Medical bought out Physio Control in 2019. The State of Ohio and Stryker Medical are honoring the current contract and has assured us it is valid.

Recommendation

After reviewing the State of Ohio Cooperative Purchasing Program, I believe the EMS committee's recommendation to purchase three LIFEPAK 15 V4 Cardiac Monitor/Defibrillators from Physio Control-Stryker Medical is the best option to replace the existing equipment. The total cost of the proposed recommendation is with a 5% contingency for shipping and any other unforeseen expenses of \$2,754.75 bringing the total for the project to \$57,849.75. As recorded above, this price includes trade-in credit for the old monitor/defibrillators. If you have any questions, please let me know.



Montgomery LP 15 Upgrades

Quote Number: 10231722

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: CITY OF MONTGOMERY

Chicago, IL 60673-3308

Attn:

Rep: Ross Finan

Email: ross.finan@stryker.com

Phone Number:

Quote Date: 08/04/2020

Expiration Date: 07/12/2021

Delivery Address

Name: CITY OF MONTGOMERY

Account #: 1165718

Address: 10150 MONTGOMERY RD

MONTGOMERY

Ohio 45242-5324

End User - Shipping - Billing

Name: CITY OF MONTGOMERY

Account #: 1165718

Address: 10150 MONTGOMERY RD

MONTGOMERY

Ohio 45242-5324

Bill To Account

Name: CITY OF MONTGOMERY

Account #: 1165718

Address: 10150 MONTGOMERY RD

MONTGOMERY

Ohio 45242-5324

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	3	\$18,365.00	\$55,095.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls 100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	\$0.00	\$0.00

Equipment Total: \$55,095.00

Price Totals:

Grand Total: \$55,095.00

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



Montgomery LP 15 Upgrades

Quote Number: 10231722

Version: 1

Prepared For: CITY OF MONTGOMERY

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Ross Finan

Email:

ross.finan@stryker.com

Phone Number:

Quote Date: 08/04/2020

Expiration Date: 07/12/2021

AUTHORIZED CUSTOMER SIGNATURE

Closing Letter

Working with our customers to make healthcare better is not just a statement, it's our daily purpose. It's what fuels our curiosity for innovation and it's the driving force in creating solutions for you and your patients. We're proud to be able to provide you with a comprehensive program that engages our wide range of capabilities and services -- all backed by our expertise and guidance. Your success is our mission. And as your partner, you can count on us every step of the way. This is our commitment to you and to making healthcare better, together.

Sincerely,

Ross Finan
Sales Account Manager
ross.finan@stryker.com

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

Stryker Announces Definitive Agreement to Acquire Physio-Control International, Inc. for \$1.28 Billion

Kalamazoo, Michigan - February 16, 2016 - Stryker Corporation (NYSE: SYK) announced today a definitive agreement to acquire 100% of the stock of Physio-Control International, Inc. ("Physio-Control") in an all cash transaction for \$1.28 billion. Physio-Control, which is a portfolio company of Bain Capital Private Equity, develops, manufactures and markets monitors/defibrillators, automated external defibrillators (AEDs) and CPR-assist devices along with data management and support services. The company was founded in 1955 and has a long history of innovation with products that target urgent patient care, specifically designed to improve survival rates and patient outcomes. The company's portfolio is highly complementary to Stryker Medical's EMS (Emergency Medical Services) offering and will drive a greater balance between capital and disposables. Physio-Control also brings an enhanced presence and infrastructure that will expand Stryker's global footprint. Physio-Control sales for fiscal 2015 totaled \$503 million, up 6% in constant currency over the prior year.

"Physio-Control has achieved global leadership positions with a strong brand and customer-centered solutions that can predict or intervene in life-threatening emergencies," stated Kevin A. Lobo, Chairman and Chief Executive Officer. "Physio-Control's focused strategy and their culture will fit well within the EMS business of our Medical division, further leveraging our existing call pattern. We look forward to welcoming the Physio-Control team to Stryker."

"Joining Stryker is an exciting next step in the evolution of Physio-Control for both our team and our customers," said Brian Webster, President and Chief Executive Officer of Physio-Control. "Stryker has a deep understanding of capital equipment and of our core market segments. We will build on the success our team has achieved in partnership with Bain Capital, and further accelerate the execution of our strategy, including continued investment in great product solutions for our customers."

"It has been a privilege to work collaboratively with Brian and the management team as the company has shown great progress and built even more enduring customer loyalty," said Chris Gordon, a Managing Director at Bain Capital Private Equity. "Physio-Control has added significant operational strength and made substantial investments in R&D to accelerate the development and launch of its next generation product lines. We believe the business is well positioned for further growth, and are confident that Physio-Control will continue to thrive under Stryker's ownership."

The closing of the transaction is subject to expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act and other customary closing conditions. The acquisition of Physio-Control is expected to close at the beginning of the second quarter and be slightly accretive to our adjusted per share earnings in 2016. Our revised adjusted 2016 EPS guidance reflecting the Physio-Control acquisition and the previously announced transactions is now \$5.57-5.77 up 8.8-12.7% which includes a 2.5% negative foreign

exchange rate impact on our adjusted earnings per share. For 2017 we expect the acquisition of Sage and Physio-Control combined will be accretive by \$0.15-0.18, net of the negative impact of postponing our share repurchases that were included in our original guidance for 2016.

Skadden, Arps, Slate, Meagher & Flom LLP are serving as outside legal counsel for Stryker in connection with this transaction.

Citi and Jefferies LLC acted as financial advisors, and Kirkland & Ellis LLP served as legal counsel, to Bain Capital.

Stryker will host a conference call for financial analysts at 8:00 a.m., Eastern Time, today to discuss additional details regarding the proposed transaction. To participate in the conference call dial 888-771-4371 (domestic) or 847-585-4405 (international) and be prepared to provide confirmation number 41816481 to the operator.

A simultaneous webcast of the call will be accessible via the Company's website at www.stryker.com. The call will be archived on this site for 30 days.

A recording of the call will also be available from 11:00 a.m., Eastern Time, on Tuesday, February 16, 2016, until 11:59 p.m., Eastern Time, on Tuesday, February 23, 2016. To hear this recording, dial 888-843-7419 (domestic) or 630-652-3042 (international) and enter the participant passcode 4181 6481#.

Forward-looking statements

This press release contains information that includes or is based on forward-looking statements within the meaning of the federal securities law that are subject to various risks and uncertainties that could cause our actual results to differ materially from those expressed or implied in such statements. Such factors include, but are not limited to: weakening of economic conditions that could adversely affect the level of demand for our products; pricing pressures generally, including cost-containment measures that could adversely affect the price of or demand for our products; changes in foreign exchange markets; legislative and regulatory actions; unanticipated issues arising in connection with clinical studies and otherwise that affect U.S. Food and Drug Administration approval of new products; changes in reimbursement level from third-party payors; a significant increase in product liability claims; the ultimate total cost with respect to the Rejuvenate and ABG II matter; the impact of investigative and legal proceedings and compliance risks; resolution of tax audits; the impact of the federal legislation to reform the United States healthcare system; changes in financial markets; changes in the competitive environment; our ability to integrate acquisitions; and our ability to realize anticipated cost savings. Additional information concerning these and other factors is contained in our filings with the U.S. Securities and Exchange Commission, including our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q.

Stryker is one of the world's leading medical technology companies and, together with our customers, we are driven to make healthcare better. The Company offers a diverse array of innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology

and Spine that help improve patient and hospital outcomes. Stryker is active in over 100 countries around the world. Please contact us for more information at www.stryker.com.

Contacts

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For media inquiries please contact:

Yin Becker, Stryker Corporation, 269-385-2600 or yin.becker@stryker.com



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800799

EFFECTIVE DATES: 06/01/2019 TO 05/31/2021

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

Physio-Control, Inc.

STATE TERM SCHEDULE

Index No. STS652

Eff. Date 06/01/2019

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000088527
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003

0000088527
Physio-Control, Inc.
12100 Collections Center Drive
Chicago, IL 60693

800799

Contractor Contacts:

Mr. Jason Roberts

Telephone: (330) 697-4428

Fax:

Email: jason.c.roberts@stryker.com

Delivery:

30-270 Days A.R.O. - F.O.B. Destination

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$10.00

Maximum: \$150,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

NOTES:

Special Insurance Requirements for this contract, effective with all orders on or after 6/1/19.

Physio-Control, Inc.
State Term Schedule Pricing Effective June 1, 2019

Contract #

CATALOG NUMBER	CATALOG/PRODUCT DESCRIPTION	UOM	#EA PER UNIT	PRICE
LIFEPAK® 15 Monitor/Defibrillator				
99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	EA	1	\$ 16,505.50
99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 20,634.90
99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	EA	1	\$ 21,453.90
99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 24,566.10
99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 27,268.80
99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 29,971.50
99577-001939	LIFEPAK 15 Bluetooth	EA	1	\$ 11,134.50
99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	EA	1	\$ 14,901.90
99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	EA	1	\$ 16,703.70
99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	\$ 16,751.20
99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	EA	1	\$ 22,272.90
99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	EA	1	\$ 23,255.70
99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 17,195.10
99577-001980	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels,	EA	1	\$ 26,122.20
99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure	EA	1	\$ 28,824.90
99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive	EA	1	\$ 31,527.60
99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	\$ 25,589.46
99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	\$ 28,292.16
99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	\$ 30,994.86
LIFEPAK 15/12 Power				
11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	EA	1	\$ 269.60
11141-000028	LIFEPAK SLA Battery	EA	1	\$ 202.40
11577-000004	Station Battery Charger - For the LP15	EA	1	\$ 1,268.15
11577-000011	Mobile Battery Charger - FOR THE LP15	EA	1	\$ 1,620.00
21330-001176	LP15 Lithium-Ion Battery 5.7 amp hrs	EA	1	\$ 303.21
11141-000106	LIFEPAK 12 Li-Ion Battery	EA	1	\$ 360.80
11141-000115	REDI-CHARGE Base	EA	1	\$ 1,036.03
11141-000116	LIFEPAK 12 REDI-CHARGE Adapter Tray	EA	1	\$ 159.20
11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	EA	1	\$ 140.08
11140-000072	AC Power Adapter	EA	1	\$ 1,149.68
11140-000074	DC Power Adapter	EA	1	\$ 1,640.00
11140-000015	AC Power Cord	EA	1	\$ 64.80
11140-000080	Extension Cable (5ft 3 in)	EA	1	\$ 242.40
11140-000081	Right angle cable (10in) Included with ACPA & DCPA	EA	1	\$ 242.40
LIFEPAK 15/12 Cables				
11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 310.40
11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA	1	\$ 310.40
11111-000022	12 Lead ECG, Precordial Leads (AHA)	EA	1	\$ 120.00
11111-000020	8ft Trunk cable with AHA limb leads	EA	1	\$ 300.80
11111-000018	5ft Trunk cable with AHA limb leads	EA	1	\$ 297.60
21300-008054	4-Wire Cable Comb (10- Pack)	PK	10	\$ 44.80
21300-008055	6-Wire Cable Comb (10- Pack)	PK	10	\$ 44.80
11240-000013	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	BX	3	\$ 16.00
11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	BX	2	\$ 16.80
11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	EA	1	\$ 235.20
LIFEPAK 15/12 NIBP Accessories				
21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	EA	1	\$ 47.12
21300-008147	LIFEPAK 15 NIBP Hose, 9'	EA	1	\$ 47.12
21300-008146	LIFEPAK 15 NIBP Hose, 12'	EA	1	\$ 47.12
11160-000011	NIBP Cuff-Reusable, Infant	EA	1	\$ 16.80
11160-000013	NIBP Cuff-Reusable, Child	EA	1	\$ 19.20
11160-000015	NIBP Cuff-Reusable, Adult	EA	1	\$ 24.00
11160-000017	NIBP Cuff-Reusable, Lg Adult	EA	1	\$ 26.40
11160-000019	NIBP Cuff-Reusable Adult X large	EA	1	\$ 38.40
11160-000014	NIBP Cuff-Disposable Child	EA	1	\$ 7.20
11160-000018	NIBP Cuff-Disposable Large Adult	EA	1	\$ 8.80
LIFEPAK 15/12 SpO2 and SpO2/SpCO Sensors				
11171-000017	Masimo SET LNCS Adult Reusable Sensor	EA	1	\$ 260.00
11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	EA	1	\$ 240.80
11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	BX	20	\$ 259.20
11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	BX	20	\$ 294.40
11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	BX	20	\$ 363.20
11171-000029	Masimo SET LNCS Neonatal Pi L Disposable Sensor (box of 20)	BX	20	\$ 397.60
11171-000031	Masimo SET LNCS Infant Disposable Sensor (box of 20)	BX	20	\$ 363.20
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	EA	1	\$ 812.00
11171-000033	Rainbow DCP-DC9, Pedl Reuse Sensor, 8 ft	EA	1	\$ 812.00
LIFEPAK 15/12 SpO2 and SpO2/SpCO Sensors				
11171-000037	RC-04, Patient Cable, 4 ft., 1/box	EA	1	\$ 199.20
11171-000038	RC-12, Patient Cable, 12 ft., 1/box	EA	1	\$ 296.80
11171-000039	M-LNCS Adx, Adult Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 268.80
11171-000040	M-LNCS Pdx, Pediatric Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 285.80
11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 352.80
11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 352.80
11171-000043	M-LNCS NeoPi, Neonatal Preterm Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 386.40
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	BX	1	\$ 240.80
11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	BX	1	\$ 240.80

Physio-Control, Inc.
State Term Schedule Pricing Effective June 1, 2019

Contract #

CATALOG NUMBER	CATALOG/PRODUCT DESCRIPTION	UOM	#EA PER UNIT	PRICE
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	EA	1	\$ 512.00
11171-000050	Rainbow DCIP PED REUSABLE Sensor	EA	1	\$ 564.00
11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR, REF 2653	EA	1	\$ 268.00
11171-000053	DIGITBOOTRED DBI-DC8, ADTREUSABLESENSOR, REF 2644	EA	1	\$ 572.00
11171-000082	RC-4, EMS, Rainbow, Patient Cable, 4FT	EA	1	\$ 349.01
11996-000080	Durasensor - Adult finger sensor	EA	1	\$ 250.40
11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	EA	1	\$ 164.80
11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	EA	1	\$ 200.80
11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	EA	1	\$ 339.20
11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 315.20
11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 580.00
11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 315.20
11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 580.00
11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 708.00
11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 968.00
11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 708.00
11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 988.00
11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 572.00
11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 592.00
11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 672.00
11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 592.00
LIFEPAK 15/12 EIC02 Filterlines				
11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25) - non-intubated	BX	25	\$ 257.60
11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients >44lbs (box of 25)	BX	25	\$ 285.60
11996-000081	FilterLine Set Adult/Pediatric (box of 25) - Intubated	BX	25	\$ 228.80
LIFEPAK 15/12 Carrying Cases				
11260-000030	LIFEPAK 12 Basic carry case w/strap, right & left pouches	EA	1	\$ 284.80
11260-000029	LIFEPAK 12 Carry case back pouch - expandable	EA	1	\$ 72.00
21300-007203	LIFEPAK 12 Replacement carry case right pouch	EA	1	\$ 74.40
21300-007201	LIFEPAK 12 Replacement carry case left pouch	EA	1	\$ 81.60
11996-000063	LIFEPAK 12 Removable acrylic screen shield	EA	1	\$ 43.20
11220-000028	Top Pouch for the LP12/LP15	EA	1	\$ 45.60
21300-007203	Right Pouch Replacement (Note: Included with basic case)	EA	1	\$ 74.40
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	EA	1	\$ 256.00
11260-000039	LIFEPAK 15 Carry case back pouch	EA	1	\$ 65.60
11577-000001	LIFEPAK 15 Shoulder strap	EA	1	\$ 29.60
11996-000374	LP15 bed Connector	EA	1	\$ 120.80
LIFEPAK 15/12 Electrodes/Paddles				
11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PR	2	\$ 34.40
11996-000091	Electrode EDGE QUIK-COMBO Adult	PR	2	\$ 30.40
11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PR	2	\$ 36.80
11100-000002	Electrode LIFEPATCH ECG, adult, pregelled (4/pkg)	PK	4	\$ 1.60
11100-000001	Electrode LIFEPATCH ECG, adult, pregelled (3/pkg) 1-99	PK	3	\$ 1.20
11130-000061	Standard hard paddles for use w/LIFEPAK 15	PR	1	\$ 688.00
LIFEPAK 15 Temperature Accessories				
11140-000078	Temperature Adapter Cable- 5ft	EA	1	\$ 296.00
11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	BX	20	\$ 116.80
11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	BX	20	\$ 124.80
LIFEPAK® 1000 AED				
99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	EA	1	\$ 2,125.50
99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	EA	1	\$ 2,616.90
99996-000117	LP1000 Trainer	EA	1	\$ 828.00
11141-000100	LMnO2 Non-Rechargeable Battery	EA	1	\$ 295.20
11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA	1	\$ 274.40
11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	EA	1	\$ 35.20
11111-000016	3-Wire ECG Cable	EA	1	\$ 202.40
11425-000001	Accessory pouch for 3-wire cable and/or other accessories	EA	1	\$ 52.80
LIFEPAK® CR Plus AED				
80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt	EA	1	\$ 1,428.75
80403-000149	LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt	EA	1	\$ 1,556.75
80427-000134	LIFEPAK Express Semi-automatic, Incl 1 pair of QUIK-Pak electrodes	EA	1	\$ 1,101.75
11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	PK	2	\$ 98.40
11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	PK	2	\$ 82.40
11210-000021	Wall mount bracket for LIFEPAK CR Plus	EA	1	\$ 85.60
11250-000073	LIFEPAK CR Plus Training System	EA	1	\$ 306.40
LIFEPAK® CR2 AED				
99512-001261	LIFEPAK CR2 defibrillator Semi-automatic, WIFI, English, with Carrying case	EA	1	\$ 1,818.75
99512-001262	LIFEPAK CR2 defibrillator Semi-automatic, WIFI, English, with handle	EA	1	\$ 1,762.59
11141-000165	LIFEPAK CR2 Replacement Battery Kit	EA	1	\$ 192.35
11101-000021	LIFEPAK CR2 Replacement Electrode Kit	EA	1	\$ 112.72
11260-000047	LIFEPAK CR2 Carry Case Kit	EA	1	\$ 87.86
11512-000001	LIFEPAK CR2 Replacement Lid Kit	EA	1	\$ 59.04
11512-000002	LIFEPAK CR2 Handle Kit	EA	1	\$ 20.50
11250-000162	LIFEPAK CR2 Trainer, English	EA	1	\$ 508.62
11250-000145	LIFEPAK CR2 Replacement Trainer Electrode Tray	EA	1	\$ 121.26
11250-000140	LIFEPAK CR2 Trainer Replacement Pads	EA	1	\$ 144.73
AED Accessories				

Physio-Control, Inc.
State Term Schedule Pricing Effective June 1, 2019

Contract #

CATALOG NUMBER	CATALOG/PRODUCT DESCRIPTION	UOM	#EA PER UNIT	PRICE
11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	EA	1	\$ 260.80
11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	EA	1	\$ 265.40
11996-000441	Wall Cabinet, Rotaid Plus, With Alarm, White	EA	1	\$ 281.28
11996-000443	Wall Cabinet, Rotaid Plus, With Alarm, Red	EA	1	\$ 281.28
11663-000445	Wall Cabinet, Rotaid Solid Plus, with Alarm, White	EA	1	\$ 351.79
11996-000447	Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	EA	1	\$ 351.79
11996-000449	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	EA	1	\$ 508.49
11996-000451	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	EA	1	\$ 508.49
11998-000320	Ambu Res-Cue Key First Responder Kit	EA	1	\$ 30.40
11998-000321	Ambu Res-Cue Mask First Responder Kit	EA	1	\$ 37.60
11101-000003	AED Trainer new style training electrodes (5 pr)	PK	5	\$ 35.20
11101-000004	AED training electrode set - (5pr), cable & pouch	PK	5	\$ 60.00
11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA	1	\$ 27.20
11141-000158	LP500 SLA Battery	EA	1	\$ 272.80
11141-000159	LP500 Battery Replacement kit	EA	1	\$ 292.80
11210-000001	Wall mount bracket for AED	EA	1	\$ 97.60
11101-000016	Electrode replacement Infant/child reduced energy	EA	1	\$ 92.80
11101-000017	Electrode Infant/Child reduced energy starter kit	EA	1	\$ 151.20
LUCAS3® Chest Compression System				
99576-000043	LUCAS 3, 3.1, IN SHIPPING BOX, EN	EA	1	\$ 13,079.00
99576-000042	LUCAS 3, 3.0, TRAINING UNIT, EN	EA	1	\$ 7,749.00
11576-000050	Patient Strap (replaced 11576-000036)	EA	1	\$ 81.60
11576-000071	LUCAS AUX POWER SUPPLY (replaced 11576-000055)	EA	1	\$ 296.80
11576-000080	LUCAS BATTERY, DARK GREY (same as 11576-000039)	EA	1	\$ 569.60
11576-000094	LUCAS CARRYING CASE, HARD SHELL	EA	1	\$ 360.00
11576-000088	LUCAS BACK PLATE, SLIM	EA	1	\$ 316.00
11576-000089	LUCAS BACK PLATE ANTI SLIP; FOR SLIM BACK PLATE	EA	1	\$ 22.40
11576-000090	LUCAS BACK PLATE ANTI SLIP; FOR SLIM BACK PLATE 3-PACK	EA	1	\$ 54.40
11576-000091	LUCAS BUMPER INTEGRATED SHAFT SEAL, BLACK, PAIR	EA	1	\$ 34.40
21576-000074	LUCAS STABILIZATION STRAP (replaced 21996-000064)	EA	1	\$ 73.60
21576-000075	LUCAS STABILIZATION STRAP 4-pack (replaced 11576-000037)	EA	1	\$ 236.00
26500-003716	INSTRUCTIONS, FOR USE, LUCAS 3, EN	EA	1	\$ 32.80
LUCAS2® Chest Compression System				
11576-000070	LUCAS 2 Rubber Bumper	PR	2	\$ 33.54
11576-000052	Back Plate Grip Tape	EA	1	\$ 36.00
11576-000053	Back Plate Grip Tape (3 pack)	PK	3	\$ 92.00
11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	PR	2	\$ 81.60
11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	PK	3	\$ 216.00
21996-000064	LUCAS Stabilization Strap	EA	1	\$ 76.80
11576-000037	LUCAS Stabilization Strap (4 pack)	PK	4	\$ 285.60
11576-000038	LUCAS 2 Carrying Bag	EA	1	\$ 275.20
11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	PK	3	\$ 112.00
11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	PK	12	\$ 398.40
11576-000060	LUCAS 2 Stand-alone Battery Charger	EA	1	\$ 936.00
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	EA	1	\$ 569.60
11576-000071	LUCAS 2 Power Supply Cord	EA	1	\$ 296.80
11576-000048	LUCAS 2 12V Car Cable	EA	1	\$ 113.60
McGrath				
11996-000393	McGRATH MAC EMS Video Laryngoscope	EA	1	\$ 2,255.00
11996-000394	McGRATH 3.6V EMS Battery	EA	1	\$ 48.00
11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	BX	10	\$ 224.00
11996-000413	McGRATH MAC 1 Laryngoscope Blades, Box of 10	BX	10	\$ 128.00
11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	BX	10	\$ 128.00
11996-000415	McGRATH MAC 3 Laryngoscope Blades, Box of 10	BX	10	\$ 128.00
11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	BX	10	\$ 128.00
TrueCPR™ Coaching Device				
80596-000003	TrueCPR Coaching Device	EA	1	\$ 1,471.90
11260-000044	TrueCPR Carry Case	EA	1	\$ 62.32
Training				
44500-000001	12-Leads Made Easy Web-based training program	EA	1	\$ 45.60
44500-000003	Capno Made Easy Web Based Training	EA	1	\$ 45.60
21330-001365	Test load (for use with QUIK COMBO therapy cable)	EA	1	\$ 84.00
11996-000311	QUIK-COMBO 12-lead Patient Simulator	EA	1	\$ 732.00
11996-000310	QUIK-COMBO 3-lead Patient Simulator	EA	1	\$ 636.00
Code-Stat				
11600-000022	CODE-STAT 11 Data Review Seat	EA	1	\$ 2,164.00

Cover Letter

We are a leader in emergency medical response and patient transport products. As your trusted EC partner, we build solutions that help improve patient outcomes and caregiver safety, bringing more power to you. We are committed to helping you achieve improved clinical outcomes and operational performance. Our focus is providing innovative patient transport, emergent care, and data solutions that are durable, reliable and easy to use

Sincerely,

Ross Finan

RESOLUTION NO. , 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PHYSIO CONTROL-STRYKER MEDICAL FOR THE PURCHASE OF THREE LIFEPAK 15 CARDIAC MONITOR/DEFIBRILLATORS

WHEREAS, the City is required by statute to solicit competitive bids for goods or services which will exceed a contract price of Fifty Thousand Dollars (\$50,000); and

WHEREAS, state law recognizes certain exceptions to the requirement of competitive bidding including purchases made through the State of Ohio's Cooperative Purchasing Program; and

WHEREAS, the City of Montgomery is a participant in the State of Ohio's Cooperative Purchasing Program; and

WHEREAS, the Fire Department has priced the purchase of three Monitors/Defibrillators through the Ohio Cooperative Purchasing Program and has determined that such goods are available through Physio Control-Stryker Medical as a better purchase option than competitive bidding.

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

SECTION 1. The City Manager is hereby authorized to purchase three (3) LIFEPAK 15 V4 Cardiac Monitor/Defibrillators from Physio Control-Stryker Medical in the total amount not to exceed \$58,000, which is the total purchase price net of any trade-in of the equipment to be replaced. Council finds that such purchase shall be completed through the Ohio Cooperative Purchasing Program as allowable by State law without separate competitive bidding.

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

its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

May 14, 2021

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief *JAC*

Subject: Liquor Permit

Regarding the May 3, 2021 notification from the Ohio Division of Liquor Control for the issuance of a new C1-C2 liquor permit requested by Lees Blessing LLC dba Little Asiana at 9731 Montgomery Road. Little Asiana is a small grocery store that not previously sold alcohol. This permit will allow them to sell beer and wine in sealed containers for carry out only.

I am not aware of any information that would justify the City of Montgomery to request a hearing in front of the Ohio Division of Liquor Control and therefore recommend a motion to be made by City Council to not request a hearing with the Ohio Division of Liquor Control.

Should you have any questions, please do not hesitate to contact me.

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5096542		NEW		LEES BLESSING LLC DBA LITTLE ASIANA 9731 MONTGOMERY RD CINCINNATI OH 45242
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 19 2021				
FILING DATE				
C1 C2				
PERMIT CLASSES				
31	264	A	C93874	
TAX DISTRICT		RECEIPT NO.		

FROM 05/03/2021

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.



MAILED 05/03/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/03/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 5096542**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF MONTGOMERY CITY COUNCIL
10101 MONTGOMERY RD
MONTGOMERY OHIO 45242**

May 14, 2021

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief *JJC*

Subject: Liquor Permit

I am in receipt of a notification from the Ohio Division of Liquor Control, for the transfer of stock and membership of an existing liquor license for Z Wine & Cheese, LLC located at 7823 Cooper Road.

It is my understanding that this notice is for the restructuring of stock membership and does not change the permit classes that the license covers. I am not aware of any information that would cause the City of Montgomery to object to the issuance of this permit or any need to request a hearing.

Should you have any questions, please do not hesitate to contact me.

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

9962491 PERMIT NUMBER		STCK TYPE	Z WINE & CHEEZE LLC 7823 COOPER RD MONTGOMERY OHIO 45242	
ISSUE DATE				
05 18 2020 FILING DATE				
C1 C2 D8 PERMIT CLASSES				
31 TAX DISTRICT	264	A	F25195 RECEIPT NO.	

FROM 05/10/2021

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 05/10/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/10/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **A STCK 9962491**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF MONTGOMERY CITY COUNCIL
10101 MONTGOMERY RD
MONTGOMERY OHIO 45242**

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

City of Montgomery
City Council Business Session Minutes
May 5, 2021

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
John Crowell, Police Chief
Tracy Henao, Asst. City Manager/Acting Comm. Dev. Dir.
Katie Smiddy, Finance Director
Matthew Vanderhorst, Community and Information Services Dir.
Paul Wright, Fire Chief
Connie Gaylor, Clerk of Council

City Council Members Present

Chris Dobrozsi, Mayor
Craig Margolis, Vice Mayor
Lee Ann Bissmeyer
Mike Cappel-Teleconference
Ron Messer
Ken Suer

City Council Members Absent

Lynda Roesch

City Council convened its Business Session for May 5, 2021 at 7:00 p.m. as a hybrid meeting at City Hall and also by telephone conference with Mayor Dobrozsi presiding. This remote access meeting was allowed by emergency legislation adopted by the Ohio General Assembly and approved by the Governor. The emergency legislation added language to RC Section 121.22 allowing public meetings by telephone conference during the current pandemic and declared State of Emergency. As required by the statute, notice of the telephonic meeting was publicized more than 24 hours in advance to allow public access through the same conference call in service. The public was also given a backup number to call in the event there were technical difficulties. This Notice was posted on the City's website and a similar Notice was sent to The Cincinnati Enquirer.

ROLL CALL

Mayor Dobrozsi asked for a roll call.

The roll was called with all members except Ms. Roesch present. Mayor Dobrozsi explained that Ms. Roesch was out of town and asked for a motion to excuse her absence. Vice Mayor Margolis made a motion to excuse Ms. Roesch from the meeting. Mrs. Bissmeyer seconded. City Council unanimously agreed.

SPECIAL PRESENTATIONS

Frank Forsthoefel was honored with a Certificate of Appreciation for his upcoming retirement as Superintendent of Sycamore Community Schools and his many contributions to the City and the community.

City Council and staff shared their appreciation and admiration for Mr. Forsthoefel and his years of partnership with the City.

GUESTS & RESIDENTS

Mayor Dobrozsi asked that any guests, either in person or on the phone line, hold their comments until the end of the agenda. He asked to move Guests and Residents to the end of the meeting and allow any public participating in the meeting in person or on the call to speak at that time. He stated that comments will be allowed but asked that all questions be forwarded by email to City Manager Brian Riblet. He stated that all comments will be limited to three minutes in total.

Vice Mayor Margolis made a motion to move the Guests and Residents item to after item #10 on the agenda. Mr. Cappel seconded. City Council unanimously agreed.

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City Council Business Session Minutes
May 5, 2021
Page 2

55 **LEGISLATION FOR CONSIDERATION THIS EVENING**

56
57 **A Resolution Authorizing An Amendment To The Cooperative Agreement Between The City Of**
58 **Montgomery, Ohio, The Port Of Greater Cincinnati Development Authority, The Montgomery Community**
59 **Improvement Corporation, And Gateway Partners Montgomery, LLC**
60

61 Mayor Dobrozsi asked for a motion to add the legislation to the agenda for consideration. Mr. Suer made the motion
62 to add the legislation to the agenda for consideration. Mr. Cappel seconded. City Council unanimously agreed.
63

64 Mayor Dobrozsi assigned the legislation to Mr. Suer.
65

66 Mayor Dobrozsi stated that he would recuse himself from this piece of legislation like he has done with all legislation
67 that relates to the development and roundabout. He explained that although he has no ownership interest in Neyer
68 Properties, Inc. nor any in the limited liability companies in partnership to develop the Montgomery Quarter, he will
69 continue to recuse himself from discussion and abstain from voting upon legislation related to the Montgomery
70 Quarter project. He asked Vice Mayor Margolis to take over the meeting.
71

72 Mr. Suer moved to read the legislation by title only. Mr. Cappel seconded. City Council unanimously agreed.
73

74 Mr. Suer read the title and moved for passage of the Resolution. Mr. Cappel seconded.
75

76 Mr. Donnellon explained that this Resolution will authorize the City Manager to execute an amendment to the
77 Cooperative Agreement governing construction of the Public Parking Facilities in Stage 1 of the Montgomery
78 Quarter Project. The Developer agreed to trim their Contingency funding for the project by \$500,000 to fit within
79 the bond funds to be received from the sale of TIF bonds. A change in the Scope of the project has exposed the
80 Developer to an additional \$500,000 to complete construction of the garage consistent with the City's vision for the
81 project. This Resolution will authorize an amendment to the Cooperative Agreement to backstop that additional
82 liability. The total amount of the liability will be determined when construction is completed based upon what
83 Contingency funds have been used and what construction savings may have been achieved.
84

85 Vice Mayor Margolis asked for the roll to be called.
86

87 The roll was called and showed the following vote:
88

89	AYE: Cappel, Suer, Margolis, Messer, Bissmeyer	(5)
90	NAY:	(0)
91	ABSENT: Roesch	(1)
92	ABSTAIN: Dobrozsi	(1)

93

94 Mayor Dobrozsi took over facilitating the meeting once again.
95

96 **A Resolution Establishing Compensation for The City Manager**
97

98 Mayor Dobrozsi asked for a motion to add the legislation to the agenda for consideration and vote. Mrs. Bissmeyer
99 made the motion to add the legislation to the agenda for consideration. Mr. Cappel seconded. City Council
100 unanimously agreed.
101

102 Vice Mayor Margolis moved to read the legislation by title only. Mr. Cappel seconded. City Council unanimously
103 agreed.
104

Vice Mayor Margolis read the title and moved for passage. Mr. Suer seconded.

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City Council Business Session Minutes
May 5, 2021
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Vice Mayor Margolis explained the Government Affairs Committee of City Council has requested the Resolution be presented to City Council. This Resolution will authorize an amendment to the current employment agreement with Mr. Brian Riblet as the City Manager of Montgomery. This Resolution is the result of the recent performance appraisal of the City Manager conducted by City Council. The Government Affairs Committee of City Council has recommended adoption of this Resolution.

The roll was called and showed the following vote:

AYE: Dobrozsi, Suer, Margolis, Messer, Bissmeyer, Cappel	(6)
NAY:	(0)
ABSENT: Roesch	(1)

PENDING LEGISLATION

An Ordinance Designating the Wooley-Hattersley Carriage House as A Montgomery Landmark

Vice Mayor Margolis stated that this was the third reading of the Ordinance and moved for passage. Mr. Cappel seconded.

Vice Mayor Margolis explained that information has been previously supplied on the Ordinance that, if approved, would designate the carriage house at 7967 Cooper Road as a local Landmarks to be known as the Wooley – Hattersley Carriage House.

Vice Mayor Margolis asked if there were any updates.

Ms. Henao replied there were none but stated her excitement in adding this property as the 33rd Landmark Building in Montgomery.

The roll was called and showed the following vote:

AYE: Suer, Margolis, Messer, Bissmeyer, Cappel, Dobrozsi	(6)
NAY:	(0)
ABSENT: Roesch	(1)

An Ordinance Agreeing To Adjust The Boundaries Between The City Of Montgomery, Ohio And The City Of The Village Of Indian Hill, Ohio Pursuant To Ohio Revised Code Section 709.37

Mayor Dobrozsi stated that the legislation had been tabled at a previous meeting and asked Mr. Donnellon for an update.

Mr. Donnellon stated that the homeowners of the property were still waiting on a response from the schools and advised that the legislation remain tabled until all approvals have been received.

An Ordinance Authorizing the Law Director to Initiate Proceedings to Appropriate Property for The Purpose of a Road Improvement Project on Montgomery Road in The City of Montgomery, Hamilton County, Ohio

Mr. Cappel read the title and moved for passage of the Ordinance. Mr. Suer seconded.

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City Council Business Session Minutes
May 5, 2021
Page 4

154 Mr. Donnellon explained that since the last meeting the foreclosure of the property has been dismissed so there is
155 now have a clear path of cooperation in the acquiring of the sidewalk right-of-way from the property owners. He
156 stated it was still prudent to pass the Ordinance as insurance in case we were to need it, but he felt that we would be
157 able to settle the matter with the owners.

158
159 Mayor Dobrozsi asked for the roll to be called.

160
161 The roll was called and showed the following vote:

162
163 AYE: Margolis, Messer, Bissmeyer, Cappel, Dobrozsi, Suer (6)
164 NAY: (0)
165 ABSENT: Roesch (1)
166

167 **NEW LEGISLATION**

168
169 **A Resolution Recognizing The Month Of May 2021 As National Historic Preservation Month in The City Of**
170 **Montgomery**

171
172 Vice Mayor Margolis moved to read the Resolution by title only. Mrs. Bissmeyer seconded. City Council
173 unanimously agreed.

174
175 Vice Mayor Margolis read the title and moved for passage of the Resolution. Mr. Messer seconded.

176
177 Vice Mayor Margolis explained that, if approved, this legislation will recognize the month of May as National
178 Historic Preservation Month in the City of Montgomery.

179
180 Mayor Dobrozsi asked for the roll to be called.

181
182 The roll was called and showed the following vote:

183
184 AYE: Messer, Bissmeyer, Cappel, Dobrozsi, Suer, Margolis (7)
185 NAY: (0)
186 ABSENT: Roesch (1)
187

188 **An Ordinance Providing for The Issuance of Not to Exceed \$7,500,000 Of Notes by The City of Montgomery,**
189 **Ohio, For the Purpose of Making Public Infrastructure Improvements Within the City**

190
191 Mayor Dobrozsi stated that he would recuse himself from this piece of legislation like he has done with all legislation
192 that relates to the development and roundabout. He explained that although he has no ownership interest in Neyer
193 Properties, Inc. nor any in the limited liability companies in partnership to develop the Montgomery Quarter, he will
194 continue to recuse himself from discussion and abstain from voting upon legislation related to the Montgomery
195 Quarter project. He asked Vice Mayor Margolis to take over the meeting.

196
197 Mr. Suer moved to read the Ordinance by title only. Mr. Cappel seconded. City Council unanimously agreed.

198
199 Mr. Suer read the title and moved to suspend the rules requiring a second and third reading. Mr. Messer seconded.

200
201 Mr. Donnellon stated that while Ms. Roesch was absent that due to the involvement of Dinsmore and Shohl with
202 this legislation, that she would abstain from voting as she has done in the past.
203

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City Council Business Session Minutes
May 5, 2021
Page 5

204 The roll was called and showed the following vote:

205
206 AYE: Bissmeyer, Cappel, Suer, Margolis, Messer (5)
207 NAY: (0)
208 ABSENT: (0)
209 ABSTAIN: Dobrozsi, Roesch (2)
210

211 Mr. Suer moved for passage of the Ordinance. Mr. Cappel seconded.
212

213 Mr. Donnellon explained that, if approved, this Ordinance would refinance \$7,500,000 in outstanding Notes which
214 were issued in 2020 in anticipation of construction in the Montgomery Quarter. He stated that with interest rates
215 remaining favorable, it was recommended by our bond underwriter that we renew the Notes for another year. He
216 explained that eventually the Notes will either be paid in full or incorporated into a long-term bond.
217

218 The roll was called and showed the following vote:

219
220 AYE: Cappel, Suer, Margolis, Messer, Bissmeyer (5)
221 NAY: (0)
222 ABSENT: (0)
223 ABSTAIN: Dobrozsi, Roesch (2)
224

225 Mayor Dobrozsi took over facilitating the meeting once again.
226

227 **A Resolution Authorizing The Administration To Apply For And Administer Funding From The American**
228 **Rescue Plan Act of 2021**
229

230 Mr. Suer moved to read the Resolution by title only. Mr. Messer seconded. City Council unanimously agreed.
231

232 Mr. Suer explained that if approved, will allow the City of Montgomery to participate in the American Rescue Plan
233 Act of 2021 and affirming that any funds received will only be applied to eligible expenses. Mr. Suer asked Mr.
234 Riblet if there were any updates to the guidelines in which the funds could be used.
235

236 Mr. Riblet stated that he is still waiting on a response from the State to see if the guidelines would be broadened as
237 they initially focus on water/sewer or broadband expenses. He stated that the State had issued a statement that the
238 guidelines were under review from the U.S. Treasury, and he would provide an update as soon as he could. Mr.
239 Riblet explained that the passage of the Resolution would position the City to be able to use the funds once the
240 guidelines were confirmed.
241

242 Mr. Suer moved for passage. Mr. Cappel seconded.
243

244 The roll was called and showed the following vote:

245
246 AYE: Bissmeyer, Cappel, Suer, Margolis, Dobrozsi, Messer (6)
247 NAY: (0)
248 ABSENT: Roesch (1)
249

250 **ADMINISTRATION REPORT**
251

252 Mr. Riblet reported the following items:
253

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City Council Business Session Minutes
May 5, 2021
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- City Council Work Session is scheduled for Wednesday, May 19 immediately following a Volunteer Walk of Fame Induction Ceremony held (weather permitting) at Montgomery Park at 6:00 p.m. If inclement weather interferes then the ceremony will be held in Council Chambers.
 - Also scheduled for Wednesday, May 19, Eric Rademacher from the University of Cincinnati will review with City Council the results of the resident survey. The survey is the first step in preparing for the next 5-year strategic plan. This will be a 20-30 minute presentation at the beginning of the meeting.
 - The Government Affairs Committee will meet on Monday, May 10 at 4:30 p.m. The Parks and Recreation and Public Works Committees have cancelled their meetings for the month of May.
 - Planning Commission met on Monday, May 3 to consider the Final Development Plan for the boutique hotel at Montgomery Quarter. After considering the application, the Planning Commission voted unanimously to approve the plan. The Commission also considered concept plans for a potential Planned Development on the vacant property owned by Twin Lakes at the intersection of Montgomery Road and Schoolhouse Lane. While the Commission reviewed several preliminary plans, the overall concept is to construct three condo buildings and potentially a club house on the site.
 - The Fire Department sold the 2010 Ford Expedition on GovDeals.com for \$5,770. The buyer came from Michigan and picked up the vehicle on May 5.
 - Pool memberships went on sale Wednesday, May 5 and over one hundred memberships were sold by noon.
 - The Makos swim team held its annual parent meeting on Monday with 52 parents attending virtually. 124 swimmers are signed up for the swim team and the first practice begins June 1.
 - Kyle Boeckermann, Firefighter/Paramedic, started his employment with the City on May 5. Amy Frederick, our new Communications and Engagement Coordinator, begins employment with us on Monday, May 10. Greg DeLong, our new Community Development Director, begins employment with us on June 7.
 - The Administration will be requesting the Civil Service Commission to authorize a new Firefighter/Paramedic examination process in order to fill the final seven new fulltime firefighter/paramedic positions authorized. A request will also be made for the Commission to authorize a patrol officer examination process to fill a vacant position and to authorize a sergeant promotional process in anticipation of an upcoming retirement.
 - The following events are scheduled, and City Council is invited to participate in them:
 - The City Hall Public Service Recognition Luncheon will be held this Friday from 11:30 a.m. to 1:30 p.m. at Terwilligers Lodge.
 - Beautification Day is scheduled for Saturday, May 15 from 9:00-11:00 a.m.
 - There is a ribbon cutting for Legacy Builders Group on Thursday, May 20 at 4:00 p.m. at 7791 Cooper Road.
 - The Public Works Recognition Breakfast is scheduled for Friday, May 21 from 7:30-9:00 a.m. at the Public Works Facility.

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City Council Business Session Minutes
May 5, 2021
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303 **APPROVAL OF MINUTES**

304

305 Mayor Dobrozsi asked for a motion to approve the April 21, 2021 Public Hearing and Work Session minutes.

306

307 Vice Mayor Margolis made a motion to approve the April 21, 2021 Public Hearing and Work Session minutes as
308 amended. Mr. Cappel seconded. City Council unanimously agreed.

309

310 **MAYOR'S COURT REPORT**

311

312 Mayor Dobrozsi stated that the April Mayors Court collections in the amount of \$13,498.45 need to be disbursed.
313 He asked for a motion to accept the funds.

314

315 Mr. Cappel moved to accept the Mayors Court collections for the month of April in the amount of \$13,498.45. Mr.
316 Suer seconded. City Council unanimously agreed.

317

318 **OTHER BUSINESS**

319

320 Mayor Dobrozsi asked if there were any items for other business.

321

322 Mrs. Bissmeyer stated that she would like to be excused from the May 19 Work Session as her son is graduating that
323 evening. Mayor Dobrozsi stated that he would ask for a motion to excuse her at the Work Session and congratulated
324 her on her son's graduation.

325

326 Mayor Dobrozsi stated that he hosted Boy Scout Troop 258 recently at City Hall where he discussed the MCLA Our
327 Town USA presentation. He explained that approximately 20 boys came to learn about government and how it works
328 in order to earn their Citizenship badges that go towards their final Eagle Scout designation. He stated the group was
329 very engaged and asked questions for an hour and a half.

330

331 Mayor Dobrozsi also reported on the Annual Photo Contest Awards Ceremony. He reported that the awards were
332 livestreamed this year from Council Chambers. He thanked Julie Machon, Sarah Fink, Arts Commission Chair Greg
333 Leader and all the judges for making sure this long-standing event was held. He stated that this was the 33rd year for
334 the photo contest and one of the longest running ones in the area.

335

336 **GUEST AND RESIDENTS**

337

338 Mayor Dobrozsi asked if the guest in City Hall wished to speak. The guest declined. He then asked if there were any
339 guests or residents on the phone line.

340

341 Mayor Dobrozsi asked if there were any other guests on the phone line.

342

343 Roberto Rivera, 11936 Seventh Avenue, Sycamore Township-Mr. Rivera identified himself as being on the line and
344 stated his concern for unnecessary expenses, high property taxes and the earning tax.

345

346 Mayor Dobrozsi thanked Mr. Rivera for his comments.

347

348 Mayor Dobrozsi asked if there were any other Guests or Residents on the line. There being no response, he closed
349 the time for Guests and Residents.

350

351

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.

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352 **ADJOURNMENT**

353

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

356

357 Mrs. Bissmeyer moved to adjourn. Mr. Cappel seconded. City Council unanimously agreed.

358

359 City Council adjourned at 7:53 p.m.

360

361

Connie Gaylor, Clerk of Council

DRAFT