



CITY OF

MONTGOMERY

A CHARMING PAST. A GLOWING FUTURE.

COMMUNITY IMPROVEMENT CORPORATION AGENDA

10101 Montgomery Road • Montgomery, Ohio 45242

(513) 891-2424 • Fax (513) 891-2498

AGENDA

June 2, 2021

City of Montgomery

6:45 p.m.

The meeting will be offered both in place at City Hall and by teleconference for those who cannot attend in person or feel safer sheltering at home. To participate in this meeting by teleconference please use the following phone number:

1-866-228-9900 with a passcode of 204938.

1. Call to Order
2. Guests and Residents
3. Minutes – May 5, 2021 meeting of Trustees
4. New Business
 - a. An application for a historic preservation matching grant for the Arstingstall-May House
5. Old Business
6. Other Business
7. Adjournment



May 28, 2021

TO: Brian Riblet, City Manager
FROM: Tracy Roblero, Assistant City Manager / Acting Community Development Director
SUBJECT: Historic preservation matching grant for the Arstingstall-May House

JMH

Request

It is requested that the Montgomery Community Improvement Corporation consider an application for a historic preservation matching grant from Bob and Barbara Becker for a roof and gutter replacement on the Arstingstall-May House located at 80 West Street.

Financial Impact

The financial impact will be \$11,706.61 which is fifty percent of the total quote provided by Bone Dry Roofing.

Background

The Arstingstall May House is a two-story T-shaped farmhouse with clapboard siding and a gabled roof. In 1997, the house was renovated by Ireland May, Ltd. At that time, the property was re-platted into six smaller lots and five new homes were constructed. The current owners purchased the property in 2007 and have continued to make improvements to the home, including an addition to the north end of the home in 2008. The proposal is to replace the roof and gutters which are in disrepair in some locations. The application does not require Landmarks Commission approval and therefore, Staff approved the application for a Certificate of Approval.

Staff Recommendation

Staff believes that the proposal is consistent with the intent of the Historic Preservation Matching Grant program and the Heritage District guidelines. Staff appreciates the property owner making the significant investment to repair the existing roof and gutters on this Landmark property. Staff is in support of the application to repair the existing box gutters at 80 West Street in the amount of \$11,706.61.



Montgomery Community Improvement Corporation
Application for Historic Preservation Matching Grant

Applicant Name: Bob Becker
Address: 80 West Street
Phone: 513-623-9990
Email: bbecker@necowater.com


Property Owner: Barb and Bob Becker
Address: 80 West Street
Phone: 513-623-9990
Email: bbecker@necowater.com

Is the building a: Landmark Building Contributing Structure

Brief description of proposed work: Roof and gutter replacement

Company performing work: Bone Dry Roofing

I hereby certify that the proposed work is authorized by the owner of record and that I have been certified by the owner to make this application as "Authorized Agent". A completed application for Certificate of Approval, site plan and a cost estimate have been included. It is understood that the City grant is a maximum of 50% of eligible expenses, and that the grant is awarded on a reimbursed basis.



Signature of Applicant

5/1/2021

Date



Quote

Customer ID: PR2599722

Date: 4/30/2021

Bone Dry Roofing

9940 Cincinnati Dayton Rd

West Chester, OH 45069

(513) 984-2663

Sales Rep: Stephen Klosinski

Email: stephen.klosinski@bonedry.com

TO:

Bob Becker

80 West St

Cincinnati, OH 45242

(513) 623-9990

Quote valid through: 5/30/2021

Estimated Start Date: 2-3 weeks

Description: Roof Replacement and Gutters

Current Shingle:

Duration Onyx Black, 30 degree white gutters, white DE and GA, Black Counte

Product	Qty	Unit of Measure	Description	Unit Price	Total
OC Duration Quote	1.0	each	Upgraded dimensional shingle with SureNail technology to increase resistance to wind. Limited lifetime warranty with 130 mph wind rating.	\$ 17,127.08	\$ 17,127.08
I - Roof Decking	1.0		Inspect decking after tear-off and replace at \$80/sheet or \$15/LF if needed. Install gutter apron at the eaves. INstall ice and water shield at the eaves, in valleys, and around penetrations. Install synthetic felt on the rest of the roof. Install drip edge along the rakes. Install starter strip at the eaves and rakes. Install Duration shingles on the entire roof. Replace boots, step flashing, and counter flashing. Install Pro-edge cap shingles at hips and ridges	\$ 0.00	\$ 0.00
Platinum Warranty	1.0		Owens Corning Platinum Warranty - 25 Year Workmanship & Limited Lifetime Warranty	\$ 0.00	\$ 0.00
I/E Quote	1.0	each	Remove and dispose of existing gutters and downspouts. Install new 6" seamless aluminum gutters with hidden hangers and 3x4 downspouts in the same configuration. Includes 5 year workmanship warranty	\$ 4,868.11	\$ 4,868.11
I/E Quote	1.0	each	Option to install Leaf Logic gutter protection on all new gutters. 238' needed in total.	\$ 2,142.15	\$ 2,142.15

Paying by 2 checks.

Subtotal \$ 24,137.34

Sales Tax \$ 0.00

Total \$ 24,137.34

{!signature.signature}

3% discount with check

\$724.12

New total: \$23,413.22

Date: 4/30/2021

TERMS AND CONDITIONS

- 1. Contract Documents.** The Contract Documents include: (a) the Proposal and any drawings, plans and specifications for the work set forth in the Proposal; (b) these Terms and Conditions; (c) any addenda or Change Orders; and (d) the Exclusive Limited Warranty attached hereto. The Contract Documents form the entire and integrated Contract between Customer and Bone Dry Roofing ("BDR") and supersede all prior negotiations, representations, or agreements, written or oral.
- 2. The Work.** BDR shall perform the Work in accordance with the Contract Documents, manufacturer's specifications, and applicable law. BDR shall have sole control over means, methods, techniques, sequences and procedures to complete the Work. Unless otherwise provided in the Contract Documents, BDR shall provide and pay for all labor, materials, supplies, tools, equipment, and machinery reasonably necessary to complete the Work. Some variation may occur in color, texture and planes of materials. BDR may substitute similar materials if specified materials are unavailable. BDR does not evaluate venting and circulation systems. BDR may utilize subcontractors, vendors, suppliers, or others who are not a party to this Contract to provide labor, services, material, equipment, or machinery in connection with the Work. Neither the Work, nor the contract price, includes any governmental permit, service, or access charge.
- 3. Changes.** BDR shall be entitled to a Change Order increasing the contract price upon the occurrence of any of the following: (a) Customer requested or ordered changes in the scope of the Work, including selection of materials not specified in the Proposal; (b) discovery by BDR of any deteriorated materials (i.e., decking, fascia boards, roof jackets, ventilators, flashing, etc.), hidden damage or the need for repair or replacement of any condition not specified for repair or replacement in the Contract Documents; (c) any additional work required by government inspectors to make the existing structure code compliant; or (d) any of the contingencies set forth in Paragraph 4 occur and result in additional costs to complete the Work. If the parties cannot agree on the amount of the Change Order, the Customer shall pay BDR at the unit prices set forth in the Proposal, or where there are not unit prices, on a time and materials basis, plus overhead and profit, for the changed work, which amount shall be added to the contract price.
- 4. Estimated Start and Completion Dates.** Customer acknowledges that the Estimated Start Date and Job Duration provided in the Proposal are estimates only and are based on the expected and usual performance of the Work during normal daytime working hours, Monday – Friday. BDR cannot guarantee that it will complete the Work within the estimated Job Duration. In no event shall BDR be responsible for any damages caused by a failure to complete the Work within the estimated Job Duration. Contingencies that could affect the completion time of the Work include: (a) adverse weather, (b) unforeseen site conditions, (c) unusual building construction, (d) natural disasters or other acts of God, (e) war or acts of terrorism, (f) disputes over boundaries or title, (g) strikes or labor disputes, (h) unavailability of materials or laborers or subcontractors, (i) delays in previously scheduled projects, (j) unavailability of permits, (k) changes in laws or codes not reasonably foreseeable, (l) fire or other casualty, (m) special requirements from governing bodies, (n) changes in the Work, or (o) other causes not the fault of BDR that impact the progress of the Work.
- 5. Contract Price and Payment Terms.** Customer shall pay BDR the contract price in installments upon completion of each division of work (roofing, gutters, insulation, etc.) or as otherwise set forth in the Proposal. Determination of the balance due and the date of completion are solely the responsibility of BDR. Interest shall accrue at 1.5% per month on all amounts unpaid after thirty (30) days. A \$50.00 service fee will be charged for any returned check. The making of final payment by Customer constitutes a waiver of all claims against BDR, except for claims arising under the Exclusive Limited Warranty attached hereto.
- 6. Parties and Insurance Coverage.** The parties to this Contract are Customer and BDR. This Contract does not create any relationship between Customer and any other entity. Customer understands that other companies related to BDR may provide Customer with proposals and Customer may enter into separate contracts with those entities. The terms of this Contract do not control those relationships and any other contracts Customer may enter into with those entities do not affect the terms of this Contract. Nothing in this Contract creates a third-party beneficiary relationship. Additionally, Customer may have insurance that provides coverage for the Work. BDR does not and cannot guarantee that Customer's insurer will provide coverage or pay the contract price in whole or in part. Customer understands and acknowledges that its insurer is not a party to this Contract and that Customer is responsible for paying for the Work regardless of whether its insurer provides coverage. If there is insurance coverage for the Work, Customer agrees to promptly pay to BDR any proceeds received from such insurance on account of the Work up to the amount of the contract price as amended by Change Order. If the insurance proceeds are insufficient to cover the entire contract price for any reason, including, but not limited to, insufficient coverage, coverage decisions by the insurer, or deductibles, depreciation or penalties applied by the insurer, Customer agrees to pay BDR for the Work. Neither BDR, nor any subcontractor, vendor, supplier, or other person or entity who is not a party to this Contract, may initiate or pursue a claim with Customer's insurance company.
- 7. Customer's Obligations and Commitments.** Customer shall: (a) grant free access to work areas for workers and vehicles; (b) allow storage of materials on Customer's property; (c) keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow; (d) supply, electric, water, and utilities; (e) arrange for identification of underground utilities before BDR performs any digging; and (f) remove, protect, or secure all satellite dishes, solar panels, sky lights, and other exterior and interior personal property (e.g., shrubs, flowers, wall hangings, etc.) before the Work begins. Customer shall hold BDR harmless from any and all damage to Customer's personal property, including but not limited to interior fixtures, drywall, plaster wall construction, and decorations, unless caused by BDR's negligence. BDR shall not be responsible for realigning satellite dishes or solar panels. The Work may require the use of dumpsters, heavy equipment vehicles, and construction equipment on Customer's property. Customer holds BDR harmless from any damage to Customer's property caused by weight or movement of such dumpsters, vehicles, or equipment or any damage or injury caused by debris remaining on Customer's property after completion of the Work. BDR shall not be expected to keep gates and doors closed, and Customer shall hold BDR harmless from claims arising therefrom. Excess construction material shall remain BDR's property. Customer shall hold BDR harmless from pre-existing conditions on the property discovered during completion of the Work. Performance under this Contract is contingent upon strikes, accidents, or other delays beyond BDR's control. The Contract price may be adjusted due to material or labor price increases caused by unforeseen problems arising after the Work has begun, market supply shortages, or unusual spikes in market demand. BDR is not responsible for removing hazardous material (e.g., lead paint or asbestos) from Customer's property and may stop Work until it is removed. Customer agrees to hold BDR harmless from damages caused by mold, fungus, or biological material. Customer agrees to indemnify and hold BDR and its employees harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against BDR arising out of any breach by Customer of these Terms and Conditions or other liabilities arising out of Customer's negligent acts or omissions.
- 8. BDR's Rights.** Customer may not, under any circumstances, withhold amounts, claim an offset, or unilaterally attempt to charge other amounts to BDR. Customer's failure to tender the full balance due upon notification of completion is a default of Customer's obligations. If Customer fails to make a payment or commits any other breach of the obligations under this Contract, BDR may immediately stop the Work and, upon seven (7) days' written notice to Customer, terminate this Contract and recover payment for Work performed, all other costs, damages or expenses, including reasonable attorneys' fees and other costs and expenses of collection, and the anticipated profit on the balance of the Work not completed. BDR may terminate this Contract for any reason, including for BDR's convenience, upon seven (7) days' written notice to Customer, and may recover from Customer payment for Work performed. If BDR's termination for cause is later found to be wrongful or without cause, such termination shall be considered a termination for convenience.
- 9. BDR Liability.** BDR warrants that the Work will comply with Bone Dry's Exclusive Warranty attached hereto. BDR expressly disclaims any and all other warranties, whether express, implied, or oral, including any implied warranties of merchantability, habitability, workmanship, or fitness for a particular purpose. Customer expressly waives any special, indirect, incidental or consequential damages, including, but not limited to, delay, disruption, loss of product, loss of anticipated profits, or revenue, loss of use of equipment or property, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. Customer's sole remedy against BDR for any claim or cause of action arising out of or relating to the Work (whether under theories of breach of contract, breach of warranty, negligence, tort, or other theory) is a claim under the Exclusive Limited Warranty attached hereto. Customer expressly waives all other rights and remedies. All warranties set forth in the Exclusive Limited Warranty are conditioned upon Customer paying BDR in full for the Work. The liability of BDR and BDR's employees, subcontractors, and consultants to Customer shall not exceed the lesser of \$10,000 or the amount actually paid by Customer to BDR pursuant to this Contract, regardless of the legal theory.
- 10. Dispute Resolution.** If a dispute arises concerning the Work or money due BDR, the method of binding dispute resolution shall be arbitration or litigation, at BDR's sole election. If BDR elects arbitration, Customer consents to such arbitration as the exclusive form of binding dispute resolution, which arbitration shall be held in Indianapolis, Indiana, under the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) or the Alternative Dispute Resolution (ADR) of the Better Business Bureau (BBB) at BDR's sole discretion. In either arbitration or litigation, BDR shall be entitled to recover its costs related to such a dispute, including reasonable attorney's fees, if BDR prevails.
- 11. Right to Cancel.** Customer may cancel this Contract at any time before midnight on the third business day after the later of the following: (a) the date this Contract is signed by Customer and BDR; or (b) if applicable, the date Customer receives written notification from its insurance company of a final determination as to whether all or any part of Customer's claim or this Contract is covered under Customer's insurance policy. See attached notice of cancellation form for an explanation of this right.
- 12. Customer Inquiries.** Customer problems or inquiries may be directed to BDR's customer service department at the phone number, address, or email address set forth on the Proposal.
- 13. Miscellaneous.** This Contract shall be construed and interpreted according to the laws of the State of Indiana. Customer agrees that he/she has read and understands the written terms of this Contract. Customer agrees that the written terms of this Contract define the relationship between Customer and BDR. Customer further agrees that Customer is not relying upon any statements, advertisements, or representations not explicitly included in this Contract. If any of these Terms and Conditions should be determined to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

{!signature.signature}

Date: 4/30/2021



Landmark Commission Application for Certificate of Approval

Owner Name: Barb and Bob Becker

Address: 80 West Street

Owner Phone Number: 513-623-9990 (Bob)

Business Name (if applicable): _____

Business Owner & Phone Number: _____

Landmark Building: Yes No

Heritage District: Yes No

Proposed Work:

Roof and gutter replacement

We would be using black dimensional asphalt shingles to match the existing color, although
the entire roof would be replaced

Gutters would be replaced by 6" seamless aluminum gutters

Date: 5/1/2021

Owner's Signature: 



CERTIFICATE OF APPROVAL

Date: May 11, 2021

Property Owner: Bob Becker

Property Owner Address: 80 West Street
Montgomery, Ohio 45242

Address of Property: 80 West Street

Is this property a listed Landmark? Yes

Is the property in the Heritage District? Yes

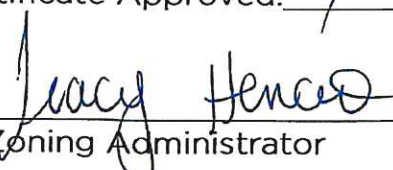
Proposed Work: Roof and gutter replacement

Conditions:

- Shingles to be dimensional shingles in Onyx Black

Certificate Approved: _____

Certificate Denied: _____



Zoning Administrator

5/11/21

Date

These minutes are a draft of the proposed minutes from the Community Improvement Corporation. They do not represent the official record of proceedings until formally adopted by the Corporation. Formal adoption is noted by signature of the Secretary/Treasurer within the minutes.

City of Montgomery
Community Improvement Corporation
Meeting of the Board of Trustees
May 5, 2021

Present

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

Board of Trustees Present

Lee Ann Bismeyer, President
Mike Cappel-Teleconference
Chris Dobrozsi
Craig Margolis
Ron Messer
Ken Suer

Board Members Absent

Lynda Roesch

President Bismeyer called the meeting of the Trustees of the Community Improvement Corporation (CIC) to order at 6:45 p.m. at Montgomery City Hall.

Minutes

Mr. Margolis moved to approve the minutes from the February 3, 2021 Meeting of the Members and the February 3, 2021 Meeting of the Trustees. Mr. Cappel seconded. The minutes were unanimously approved.

New Business

Authorize the transfer of Lot 2F within the Montgomery Quarter Project to the City of Montgomery, Ohio

Authorize the amendment to the December 1, 2020 Cooperative Agreement

Mr. Dobrozsi stated that he would be recusing himself from the discussion and vote like he has done with all legislation that relates to the development and roundabout. He explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion and abstain from voting upon legislation related to the Montgomery Quarter project.

Mr. Donnellon stated that he would explain both Resolutions and then one motion can be made for both pieces.

Mr. Donnellon explained that the first Resolution was to transfer Lot 2F within the Montgomery Quarter to the City for development as a public park. He explained that currently the property is titled to the CIC and the request is to authorize the Executive Director to transfer the property to the City.

Mr. Donnellon explained that the second Resolution would authorize an amendment to the Cooperative Agreement between the CIC, the City, the Port of Greater Cincinnati Development Authority, and Gateway Partners Montgomery to facilitate an expanded scope for construction of the Public Parking Facilities in Stage 1. Mr. Donnellon stated that under a separate Resolution to be approved by the City, the City will be backstopping additional exposure to the Developer up to \$500,000 for construction of the garages. The Developer previously had trimmed their Contingency Fund to meet the City's cap for issuing the TIF bonds. A change in the Scope for the garage which will benefit the community may increase that cost of construction, and the separate Resolution passed by the City will fund that backstop for the Contingency funds which have been reduced. The MCIC is a party to the contract not for funding the garages, but to construction the garages within the Montgomery Quarter since the MCIC is the owner of the property.

Mr. Donnellon also stated that Mr. Messer is automatically a member and trustee as being a Council Member.

These minutes are a draft of the proposed minutes from the Community Improvement Corporation. They do not represent the official record of proceedings until formally adopted by the Corporation. Formal adoption is noted by signature of the Secretary/Treasurer within the minutes.

Community Improvement Corporation Board of Trustees Minutes
May 5, 2021
Page 2.

Mr. Margolis moved to accept the Resolutions as explained. Mr. Messer seconded. All Trustees unanimously agreed.

Old Business

There was no old business to discuss.

Other Business

President Bissmeyer asked if there was any further business to discuss. There being none, she asked for a motion to adjourn.

Mr. Suer moved to adjourn. Mr. Cappel seconded. The meeting was adjourned at 6:50 p.m.

Secretary/Treasurer

Date