

December 10, 2021

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Work Session of Wednesday, December 15, 2021

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, December 15, 2021 at 7:00 p.m.

Prior to the meeting a MCIC meeting is scheduled at 6:30 p.m. A motion was made to commence with the Work Session at the completion of the CIC meeting.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
4. Guests and Residents
5. Legislation for Consideration this Evening
 - a. An Ordinance to Amend Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio, During the Fiscal Year Ending December 31, 2021—Please find attached correspondence from Katie Smiddy, Finance Director, requesting that City Council approve this Ordinance that will amend appropriations for current expenses and other expenditures during the fiscal year ending December 31, 2021. The year-end supplemental appropriations are necessary to reconcile line items which had expenditures exceed budget for various reasons, which need additional appropriations or are required to be reduced by law

Add to the Agenda

Voice Vote

Assign to a City Council Member

Move to read the Ordinance by title only

Voice Vote

Read title and move to suspend the rules requiring reading of the Ordinance on three separate occasions.

Roll Call Vote

Explain Ordinance

Roll Call Vote

- b. A Resolution Authorizing An Amendment To The Current Contract With Donnellon, Donnellon & Miller For Legal Services To The City Of Montgomery –This Resolution will authorize an amendment to the current contract with Donnellon, Donnellon and Miller for legal services to the City of Montgomery for the year 2022.

Add to the Agenda

Voice Vote

Assign to a City Council Member

Move to read the Resolution by title only

Voice Vote

Read Title and move passage

Explain Resolution

Roll Call Vote

6. Establishing an Agenda for January 5, 2022 Business Session

Pending Legislation

There is no Pending legislation

New Legislation

- a. A Resolution Authorizing the City Manager to Contract with National Inspection Corporation for Professional Services to Serve as Building Official and to Provide Plan Review and Field Inspection Authority and Services for the City's Building Department for the Calendar Year 2022—Please find attached correspondence from Kevin Chesar, Community Development Director requesting that City Council consider a Resolution to authorize the City Manager to enter into a contract with National Inspection Corporation for professional services to serve as Building Official and to provide plan review and field inspection authority and services for the City's Building Department for the calendar year 2022. The City has contracted

for approximately 18 years with National Inspection Corporation to provide plan review and field inspection authority and services for the City's building department and the City continues to be very satisfied with their ability to perform each of these duties.

Add this Resolution to the January 5, 2022 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 a Contract with CT Consultants, Inc. for Professional Services Related to General Engineering and Architectural Services for Calendar Year 2022—Please find attached correspondence from Gary Heitkamp, Public Works Director, and Tracy Henao, Assistant City Manager, requesting that City Council authorize the City Manager to enter into a contract with CT Consultants, Inc. for professional engineering and architectural services for calendar year 2022. The City has contracted for approximately 30 years with CT Consultants to provide civil, traffic, structural, electrical and storm water engineering services. CT Consultants has provided a competitive fee structure for 2022 including slight hourly rate increases for engineering services. As was provided in previous years, CT Consultants has deleted the line item for billing of the "Principal" from the fee schedule. If for any reason the Principal Engineer provides engineering services during the contract year for development/design review or project design/review, that work would be billed at the hourly rate of a "Senior Manager". Funding for this professional services contract is included in the City's 2022 Operating Budget in both the Public Works and Community Development operating budgets.

Add this Resolution to the January 5, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- c. A Resolution Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Elex, Inc. for the Montgomery Heritage District Traffic Signal Project—Please see attached correspondence from Gary Heitkamp, Public Works Director requesting that City Council authorize the City Manager to enter into a contract with Elex, Inc. for the Montgomery Heritage District Traffic Signals Improvement project. The project was included in the Capital Improvement Budget for 2021 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$185,680.00, which is the amount of the Base Bid plus 10% contingency.

Add this Resolution to the January 5, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- d. A Resolution Authorizing The City Manager To Enter Into A Contract With Human Nature, Inc. For Professional Design And Engineering Services Related To The Ronald Reagan Cross County Highway/Montgomery Road Interchange Landscaping Project—Please see attached correspondence from Brian Riblet, City

Manager requesting that City Council authorize a contract with Human Nature, Inc. for designed and engineering services for the Ronald Reagan Cross County Highway/Montgomery Interchange landscaping project.

Add this Resolution to the January 5, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- e. A Resolution Authorizing the City Manager to Enter into a Contract with Prosource to Acquire Copiers and Related Services—Please see attached correspondence from Matthew Vanderhorst, Community and Information Services Director requesting that City Council authorize the City Manager to enter into a contract with Prosource for the purchase of copiers. The current copier lease expires on April 1, 2022. A request for proposal was published on September 8, 2021, to solicit quotes for the replacement of equipment and maintenance agreements for the copiers located at City Hall, Public Works, and the Safety Center. A total of six proposals were received representing ten copier brands. The proposed maintenance and service cost is estimated to be \$29,340 over the life of the lease based on current average use. The copiers will be purchased off the State of Ohio contract.

Add this Resolution to the January 5, 2022 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. Vice Mayor Bissmeyer
- c. Mr. Dobrozsi
- c. Mrs. Naiman
- d. Mr. Suer
- e. Mr. Messer
- f. Mayor Margolis

10. Approval of Minutes- December 1, 2021 Organizational Meeting and Business Session Minutes

11. Mayors Court Report

12. Other Business

- a. Application for a Trex Transfer Request-Please find the attached memorandum from City Manager Brian Riblet regarding a TREX Transfer request from A Tavola Trattoria LLC dba Taglio's at 9321 Montgomery Road. This request, if approved, would allow the request form to be forwarded to the State of Ohio Division of Liquor Control Board for consideration. We would subsequently receive a form allowing City Council to request a hearing in the same license.

13. Executive Session

14. 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

December 15, 2021
City Hall

Immediately following the MCIC meeting at 6:30 p.m.

1. Call to Order
2. Roll Call
3. Special Presentation
4. Guests and Residents
5. Legislation for Consideration This Evening
 - a. An Ordinance to Amend Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio, During the Fiscal Year Ending December 31, 2021

Add to the Agenda

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Assign to a City Council Member

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Roll Call Vote

Explain Ordinance

Roll Call Vote

- b. A Resolution Authorizing An Amendment To The Current Contract With Donnellon, Donnellon & Miller For Legal Services To The City Of Montgomery

Add to the Agenda

Voice Vote

Assign to a City Council Member

Move to read the Resolution by title only

Voice Vote

Read Title and move passage

Explain Resolution

Roll Call Vote

6. Establishing an Agenda for the January 5, 2022 Business Session

Pending Legislation

There is no pending legislation for this agenda

New Legislation

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Add this Resolution to the January 5, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening

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Add this Resolution to the January 5, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening

- e. A Resolution Authorizing The City Manager To Enter Into A Lease For City Copier Equipment And Authorize Related Services

Add this Resolution to the January 5, 2022 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. Vice Mayor Bissmeyer
- c. Mr. Dobrozsi
- d. Mrs. Naiman
- e. Mr. Suer
- f. Mr. Messer
- g. Mayor Margolis

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- a. Application for a Trex Transfer Request-Please find the attached memorandum from City Manager Brian Riblet regarding a TREX Transfer request from A Tavola Trattoria LLC dba Taglio's at 9321 Montgomery Road. This request, if approved, would allow the request form to be forwarded to the State of Ohio Division of Liquor Control Board for consideration. We would subsequently receive a form allowing City Council to request a hearing in the same license.

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

RESOLUTION NO. _____, 2022

**A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE CURRENT CONTRACT WITH DONNELLON, DONNELLON & MILLER
FOR LEGAL SERVICES TO THE CITY OF MONTGOMERY**

WHEREAS, in May 1997 the City did contract with Terrence M. Donnellon to serve as Law Director under the terms of a Legal Services Agreement; and

WHEREAS, Council does desire to continue the terms of that agreement, but to amend Article III concerning compensation and billing effective January 1, 2022.

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

SECTION 1. Commencing January 1, 2022, Article III of the Legal Services Agreement with Terrence M. Donnellon shall be amended to provide that the City shall pay the Law Director the sum of Three Hundred Five Dollars (\$305.00) per hour for professional services.

SECTION 2. Compensation for Mayor's Court services shall not be adjusted for 2022 but shall remain on a flat fee basis.

SECTION 3. All other provisions of the Legal Services Agreement dated May 1, 1997 and the amended Agreement dated January 31, 2005 shall remain in full force and effect.

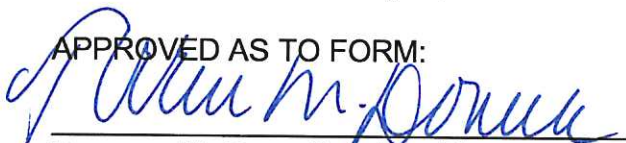
SECTION 4. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

December 10, 2021

TO: Brian K. Riblet, City Manager
FROM: Katie Smiddy, Finance Director *KMS*
SUBJECT: Legislation Request Amending the Current Year Appropriations

Request

It is necessary for City Council to amend the 2021 Appropriation Ordinance to appropriate and reduce appropriations in various funds.

Financial Impact

The aggregate effect of the supplemental appropriations is to increase total appropriations by \$6,181,720 as a result of increased obligations in comparison to total appropriations. Under Ohio Revised Code, appropriations cannot be exceeded by expenditures and appropriations cannot be made when there are no monies available in the fund balance.

Background

The year-end supplemental appropriations are necessary to reconcile various accounts which have been overdrawn for various reasons. A brief recap of the proposed appropriations is detailed on the attached page. This ordinance was discussed at the December 6, 2021 Financial Planning Committee meeting.

Recommendation

It is recommended that Council place this item on the agenda which amends the 2021 Appropriation Ordinance which increases appropriations in various funds for the year.

ORDINANCE NO. , 2021

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES
AND OTHER EXPENDITURES OF THE CITY OF MONTGOMERY, STATE OF OHIO,
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021

WHEREAS, the 2021 Appropriation Ordinance No. 18, 2020 passed December 4, 2020, appropriated a total of \$44,922,056.00 for the year 2021; and

WHEREAS, appropriations within a certain fund are insufficient to meet the obligations of the City;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery, Ohio, that the appropriation Ordinance be amended as below:

SECTION 1. There be an increase of \$494,739 in the appropriation balance of the following accounts of the General Fund 101:

Account Number 101.201.5204	Board of Health	+ \$	832
Account Number 101.303.5310	Utilities	+ \$	13,000
Account Number 101.317.5310	Utilities	+ \$	4,500
Account Number 101.317.5365	Contract Services	+ \$	5,000
Account Number 101.407.5365	Contract Services	+ \$	364,000
Account Number 101.407.5401	Special Projects	+ \$	80,000
Account Number 101.407.5404	Operating Equip	+ \$	20
Account Number 101.408.5365	Contract Services	+ \$	3,387
Account Number 101.702.5340	Equipment Maint	+ \$	10,000
Account Number 101.702.5365	Contract Services	+ \$	14,000

SECTION 2. There be an increase of \$1,735 in the appropriation balance in the Memorial Fund 209 to:

Account Number 209.000.5326	Memorials	+ \$	1,000
Account Number 209.000.5345	Facilities Maint	+ \$	735

SECTION 3. There be an increase of \$22,000 in the appropriation balance in the Coronavirus Relief Fund 221 to:

Account Number 221.000.5401	Special Projects	+ \$	22,000
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SECTION 4. There be an increase of \$44,000 in the appropriation balance in the Street Maintenance and Repair Fund 261 to:

Account Number 261.000.5365	Contract Services	+ \$	4,000
Account Number 261.000.5380	Operating Supplies	+ \$	40,000

SECTION 5. There be an increase of \$7,000 in the appropriation balance in the State Highway Fund 265 to:

Account Number 265.000.5380	Operating Supplies	+	\$	7,000
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SECTION 6. There be an increase of \$179,528 in the appropriation balance in the Special Assessment Fund 322 to:

Account Number 322.000.5474	Transfer Out (101)	+	\$	179,528
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SECTION 7. There be an increase of \$28,448 in the appropriation balance in the General Bond Retirement Fund 324 to:

Account Number 324.000.5335	Professional Services	+	\$	28,448
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SECTION 8. There be an increase of \$1,117,602 in the appropriation balance in the Montgomery Quarter TIF Fund 329 to:

Account Number 329.000.5503	Interest	+	\$	625,167
Account Number 329.000.5504	Bond Cost of Issuance	+	\$	492,435

SECTION 9. There be an increase of \$500,000 in the appropriation balance in the Vintage Club TIF Fund 331 to:

Account Number 331.000.5474	Transfer Out (480)	+	\$	500,000
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SECTION 10. There be a decrease of \$91,747 in the appropriation balance in the Vintage Club North TIF Fund 332 to:

Account Number: 332.000.5365	Contract Services	-	\$	91,747
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SECTION 11. There be an increase of \$57,958 in the appropriation balance in the Capital Improvement Fund 410 to:

Account Number 410.000.5350	Refunds	+	\$	35,000
Account Number 410.321.5470	Capital Projects	+	\$	356
Account Number 410.702.5405	Capital Equipment Fin	+	\$	22,602

SECTION 12. There be a decrease of \$220,000 in the appropriation balance in the Vintage Club Capital Construction Fund 463 to:

Account Number: 463.000.5470	Capital Projects	-	\$	220,000
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SECTION 13. There be an increase of \$2,446,000 in the appropriation balance in the Montgomery Quarter Construction Fund 464 to:

Account Number 464.000.5470	Capital Projects	+	\$	2,446,000
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SECTION 14. There be a decrease of \$200,000 in the appropriation balance in the Montgomery Quarter Roundabout Fund 465 to:

Account Number: 465.000.5365	Capital Projects	- \$ 200,000
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SECTION 15. There be an increase of \$1,780,057 in the appropriation balance in the Downtown Improvement Fund 480 to:

Account Number: 480.000.5365	Contract Services	+ \$ 31,057
Account Number: 480.000.5401	Special Projects	+ \$ 417,000
Account Number: 480.000.5470	Capital Projects	+ \$ 1,332,000

SECTION 16. There be an increase of \$14,400 in the appropriation balance in the State Fees Fund 601 to:

Account Number: 601.000.5350	Refunds	+ \$ 14,400
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SECTION 17. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM

/s/ Terrence M. Donnellon
Terrence M. Donnellon, Law Director

2021 Year End Supplemental Appropriations

GENERAL FUND

From:	Unappropriated General Fund 101			494,739
To:	101.201.5204	Board of Health	\$ 832	
	101.303.5310	Utilities	\$ 13,000	
	101.317.5310	Utilities	\$ 4,500	
	101.317.5365	Contract Services	\$ 5,000	
	101.407.5365	Contract Services	\$ 364,000	
	101.407.5401	Special Projects	\$ 80,000	
	101.407.5404	Operating Equipment	\$ 20	
	101.408.5365	Contract Services - Planning Commission	\$ 3,387	
	101.702.5340	Equipment Maintenance	\$ 10,000	
	101.702.5365	Contract Services	\$ 14,000	
Total:				494,739

Memorial Fund

From:	Unappropriated Memorial Fund			1,735
To:	209.000.5326	Memorials	\$ 1,000	
	209.000.5345	Facilities Maintenance	\$ 735	
Total:				1,735

Coronavirus Relief Fund

From:	Unappropriated Coronavirus Relief Fund			22,000
To:	221.000.5401	Special Projects	\$ 22,000	
Total:				22,000

Street Maintenance and Repair Fund

From:	Unappropriated Street Maintenance and Repair Fund			44,000
To:	261.000.5365	Contract Services	\$ 4,000	
	261.000.5380	Supplies	\$ 40,000	
Total:				44,000

State Highway Fund

From:	Unappropriated State Highway Fund			7,000
To:	265.000.5380	Operating Supplies/Materials	\$ 7,000	
Total:				7,000

Special Assessment Bond Retirement Fund

From:	Unappropriated Special Assessment Bond Retirement Fund			179,528
To:	322.000.5474	Transfer Out (101)	179,528.00	
Total:				179,528

General Bond Retirement Fund

From:	Unappropriated General Bond Retirement			28,448
To:	324.000.5335	Professional Service	\$ 28,448	
Total:				28,448

Montgomery Quarter TIF Fund

From:	Unappropriated Montgomery Quarter TIF Fund			1,117,602
To:	329.000.5503	Interest	\$ 625,167	
	329.000.5504	Bond Cost of Issuance	\$ 492,435	
Total:				1,117,602

Vintage Club TIF Fund

From:	Unappropriated Vintage Club TIF Fund			500,000
To:	331.000.5474	Transfer Out (480)	\$ 500,000	
Total:				500,000

Capital Improvement Fund

From:	Unappropriated Capital Improvement Fund			57,958
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To:	410.000.5350	Refunds and Reimbursements		35,000
	410.321.5470	Capital Projects	\$	356
	410.702.5405	Capital Equipment Finance	\$	22,602
Total:				57,958

Montgomery Quarter Construction Fund

From:	Unappropriated Montgomery Quarter Construction Fund			2,446,000
To:	464.000.5470	Capital Projects	\$	2,446,000
Total:				2,446,000

Downtown Improvements Fund

From:	Unappropriated Downtown Improvement Fund			1,780,057
	480.000.5365	Contractual Services	\$	31,057
To:	480.000.5401	Special Projects	\$	417,000
	480.000.5470	Capital Projects	\$	1,332,000
Total:				1,780,057

State Fees Fund

From:	Unappropriated State Fees Fund			14,400
To:	601.000.5350	Refunds and Reimbursements	\$	14,400
Total:				14,400

2021 Year End Appropriations Reductions

Vintage Club North TIF Fund

From:	332.000.5365	Contract Services		(91,747)
To:	Unappropriated Vintage Club North TIF Fund			\$ (91,747)
Total:				(91,747)

Vintage Club Capital Construction Fund

From:	463.000.5470	Capital Projects		(220,000)
To:	Unappropriated Vintage Club Capital Construction Fund			\$ (220,000)
Total:				(220,000)

Montgomery Quarter Roundabout Fund

From:	465.000.5365	Contract Services		(200,000)
To:	Unappropriated Montgomery Quarter Roundabout Fund			\$ (200,000)
Total:				(200,000)

December 10, 2021

TO: Brian K. Riblet, City Manager

FROM: Kevin Chesar, Community Development Director 

SUBJECT: Legislation Request for a Professional Services Contract with National Inspection Corporation

Request

It is necessary for City Council to adopt a Resolution to authorize the City Manager to enter into a contract with National Inspection Corporation to provide plan review and field inspection authority and services for the City's building department. It is anticipated that the City will spend more than fifty thousand (\$50,000) dollars with National Inspection Corporation during 2022 to provide professional building department services; consequently, a contract for these professional services is required.

Financial Impact

Funding for professional building department services is provided for in the 2022 operating budget in account "407" Development.

Background

The City has contracted for approximately 18 years with National Inspection Corporation to provide plan review and field inspection authority and services for the City's building department and the City continues to be very satisfied with their ability to perform each of these duties.

Attached is an updated agreement from National Inspection Corporation. In keeping with the commitment that National Inspection Corporation has made to the City the agreement for payment remains the same as in previous years, with National Inspection Corporation collecting ninety percent of all fees received less the administrative fees as are required to be paid to the Ohio Board of Building Standards.

Recommendation

Staff recommends that the City continue the contractual relationship with National Inspection Corporation for plan review and field inspection authority and services for the City's building department. It is requested that City Council adopt legislation authorizing the City Manager to enter into a contract for those professional building department services that National Inspection Corporation is staffed to provide during 2022 based on the attached agreement.

RESOLUTION NO , 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH NATIONAL INSPECTION CORPORATION FOR PROFESSIONAL SERVICES TO SERVE AS BUILDING OFFICIAL AND TO PROVIDE PLAN REVIEW AND FIELD INSPECTION AUTHORITY AND SERVICES FOR THE CITY'S BUILDING DEPARTMENT FOR THE CALENDAR YEAR 2022

WHEREAS, Section 9.03 of Article IX of the Charter of the City of Montgomery, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

WHEREAS, it is appropriate to provide contract authority for professional services that are generally not subject to competitive bidding but will exceed a total of \$50,000 in a calendar year; and

WHEREAS, it is the desire of the Council of the City of Montgomery to reaffirm the City's contract with National Inspection Corporation for calendar year 2022 to perform general building official and inspection services for the City.

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 contract with National Inspection Corporation for professional services to be provided to the City of Montgomery for calendar year 2022 according to the attached Agreement submitted by National Inspection Corporation attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to pay National Inspection Corporation according to the rates set forth in said Agreement.

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

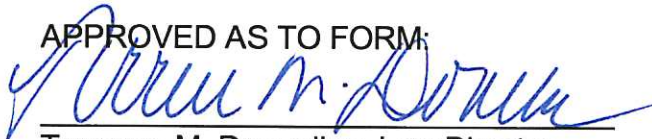
its passage.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

AGREEMENT

THE CITY OF MONTGOMERY, OHIO, An Ohio municipal corporation, 10101 Montgomery Road, Montgomery Ohio 45242 (“Montgomery” or “City”), and NATIONAL INSPECTION CORPORATION, an Ohio corporation, 311 Regency Ridge, Dayton, Ohio 45459, (“NIC”), hereby enter into this Agreement upon the terms and conditions as set forth herein.

WHEREAS, the Montgomery Building Department has been certified by the State Of Ohio Board of Building Standards to exercise enforcement authority, accept and approve plans and specifications, and make inspections pursuant to sections 3781.10 and 3791.04 of the Ohio Revised Code; and

WHEREAS, Ohio law authorizes the City to contract with a third party to provide plan review and field inspection authority and services for the City’s Building Department; and

WHEREAS, Montgomery and NIC desire to enter into a contract for NIC to review and approve construction documents, provide building, heating, ventilation, air conditioning, electrical, and site inspection services to Montgomery, to exercise enforcement authority for plan review and inspections as set forth in this Agreement, to provide enforcement authority through NIC’s Certified Inspectors to assure compliance with the adopted Building Code of Montgomery and to provide Building Official and Plan Review services to the City of Montgomery; and

WHEREAS, the services to be performed by NIC are of a technical, non-competitive and professional nature, and the appropriate authority to execute this Agreement with NIC has been granted by the Council of the City of Montgomery;

NOW, THEREFORE, Montgomery and NIC agree as follows:

1. Montgomery and NIC agree that NIC shall exercise enforcement authority for inspections and approval of plans and specifications, issue plan and specification approval and make field inspections on behalf of Montgomery for enforcement of state and local building codes, including the Ohio Building Code and Ohio Residential Building Code, and such other regulations as Montgomery may adopt related to building construction (individually and collectively “Code”). NIC shall designate a person within NIC to serve as the Certified Building Official

for the City. Such authority conveyed to NIC by this Agreement shall be no more than the authority conveyed to Montgomery, Ohio by its building codes and by state law. The extension of this authority to NIC shall not authorize NIC to waive any requirements of the zoning or building codes on behalf of the City.

2. Inspections shall be performed on a daily basis during regular business hours, except for inspections that must be performed during hours of darkness or during commercial "shut-down" conditions. Plan review shall be completed within a reasonable period of time from receipt of such plans by the Montgomery Building Department. For 1, 2, and 3 family dwellings, such review shall typically be completed within two business days of receipt, and for all other plan reviews such review typically shall be completed within three to ten business days of receipt. Plans are to be submitted to Montgomery's office at its address as written above.

3. NIC agrees that inspectors will be available by telephone for citizen and contractor queries between 8:00am and 5:00pm, Monday through Friday with the exception of legal holidays. All NIC inspectors will maintain state certification as required by law. Plan review shall be performed by a Certified plans Examiner for all plans submitted for a permit under the requirements of the Ohio Building Code (OBC).

4. Montgomery has established a statutory permit fee schedule, as enumerated in the ordinances of Montgomery. A true copy of said ordinance is appended hereto as Exhibit "A" and incorporated by reference herein. Montgomery reserves the right to amend the fee schedule from time to time. Any such change which significantly impacts the compensation to be paid to NIC under the terms of this Agreement shall authorize NIC to terminate this Agreement upon sixty (60) days advanced written notice to the City.

In accordance with the schedule of fees adopted by Montgomery, commencing January 1, 2013 Montgomery shall pay NIC for services rendered ninety percent (90%) of all fees received by Montgomery pursuant to such ordinance. Net fees shall be the amount of the gross fees paid to the City, less such administrative fees as are required to be paid to the Ohio Board of Building Standards. Collection of permit fees shall be the sole responsibility of Montgomery. NIC shall invoice Montgomery monthly itemizing the project reviewed and fees due. Any other fees required to be collected with the building permit such as water, sewer or environmental impact fees shall be collected by

Montgomery and shall not be considered as a part of the net fee structure upon which NIC shall be compensated.

5. NIC shall indemnify, defend and hold harmless Montgomery, its officers, directors, agents and employees from and against any and all loss, liability, claim for personal injury, wrongful death or property loss, damages, and expenses including attorneys fees and litigation expenses resulting from the negligence of NIC, its agents or employees in connection with NIC's services and obligations provided for under this Agreement except to the extent such loss was caused by or resulted from the negligence of Montgomery. This obligation will survive the termination or expiration of this Agreement. To the extent permitted under any policy of liability insurance issued to the City or in accordance with the rules and regulations of any self insurance pool to which the City may belong, NIC shall be entitled to full participation with Montgomery in defense of any such claim. NIC further shall be required to carry a policy of general liability insurance and errors and omissions coverage with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The City of Montgomery shall be named as an Additional Insured under such liability policy with the following language included in such Certificate of Coverage:

THE FOLLOWING ARE Additional Insureds: the City of Montgomery, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and board members, including employees, agents and volunteers of such boards and commissions. Coverage shall be primary to the Additional insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage is primary, contributing, or excess

Upon a request of Montgomery, NIC shall provide to Montgomery certificates evidencing said insurance coverage's, as well as a certificate evidencing worker's compensation coverage.

6. In addition to the general services outlined above, NIC agrees to furnish the following specific services to Montgomery:

a. Provide at its expense a toll free telephone number at its offices and make same available to the city of Montgomery, its general public, and all persons or entities having business with Montgomery which would be covered by this Agreement.

b. Upon request, advise applicants on Code requirements, but shall not perform design services for the completion of inadequate applications.

c. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such service shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.

d. Prepare permits and certificates of approval when the installed work complies with all applicable regulations, ordinances, and statutes.

e. Except in those cases where NIC is called upon to assist the City in defense of any claim asserted by a third party against the City arising from any act or omission by NIC, upon request of the Montgomery Law Director, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, NIC shall be paid \$100.00 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.

f. Provide utility companies with certificates of approval when necessary for the release of new services.

g. Provide emergency inspections as necessary at the request of other Montgomery Departments for which NIC shall be entitled to charge Montgomery \$75.00 per hour, port to port.

7. All documents, including applications, plan review, job progress reports and inspection reports shall remain the property of Montgomery.

8. This Agreement shall be effective January 1, 2021. This Agreement shall be renewable for continuing one-year terms unless terminated by either party with written notice directed to the other party sixty (60) days in advance of such renewal date. Either party may terminate this Agreement without cause with sixty (60) days notice to the other party after the first anniversary of this Agreement. While this agreement is in effect and for one year after termination, Montgomery will not offer employment to, nor solicit any employment

applications from employees, former employees or contractors of NIC who provided service to Montgomery under this or a predecessor Agreement.

9. All notices to be given by or to either party to this Agreement shall be sent U.S. Mail, Certified, return receipt requested to the address as is noted above or as it is duly noticed by either party. All such notices shall be effective as of the date received.

10. This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations to the parties created under this Agreement are performable in Hamilton County, Ohio.

11. This Agreement shall be binding and inure to the benefit of the parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

12. If one or more of the provisions contained in this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

14. This Agreement may not be assigned by either party without express written consent of the other party, which consent may not be unreasonably withheld.

CITY OF MONTGOMERY, OHIO

Date: _____

By: _____

Brian Riblet

Its: City Manager

**NATIONAL INSPECTION
CORPORATION**

Date: _____

By: _____

Andrew McKenzie

Its: President

APPROVED AS TO FORM:

Terrence M. Donnellon
Law Director for City of Montgomery

December 10, 2021

TO: Mayor and City Council Members

FROM: Tracy Henao, Assistant City Manager
Gary Heitkamp, Public Works Director 

SUBJECT: Legislation Request for a Professional Services Contract with CT Consultants, Inc. for 2022

Request

It is necessary for City Council to consider a Resolution authorizing the City Manager to enter into a one-year contract with CT Consultants, Inc. for professional engineering services. It is anticipated that the City will spend more than fifty thousand (\$50,000) dollars with CT Consultants, Inc. during 2022 for various professional engineering services, thus a contract for these professional services is required.

Financial Impact

If approved, funding for professional engineering and architectural services is provided in the 2022 operating budgets "303" Parks, "407" Development, "709" Public Works, and in the Capital Improvement Program's "261" Street Maintenance and Repairs.

Background

The City has contracted with CT Consultants, Inc. for approximately 30 years to provide civil, traffic, structural, electrical, and storm water engineering and have been very satisfied with their ability to perform each of these engineering services.

Attached is the proposed 2022 fee schedule from CT Consultants, Inc. In keeping with the commitment that CT Consultants, Inc. has made to the City to provide professional engineering services at a reasonable cost, CT Consultants, Inc. has provided a competitive fee structure for 2022 that includes minor increases in their hourly fee schedule, averaging 3.0%.

As was provided in previous years, CT Consultants, Inc. has deleted the hourly rate line item for billing of the "Principal" from the fee schedule. If for any reason a Principal

Engineer provides engineering services during the contract year, that work will be billed at the hourly rate of a "Senior Project Engineer".

Recommendation

Staff recommends that the City continue the contractual relationship with CT Consultants, Inc. for professional engineering services. It is requested that the City Council adopt legislation authorizing the City Manager to enter into a contract for those professional engineering services that CT Consultants, Inc. is staffed to provide during 2022 based on the attached hourly fee schedule.

If there are any questions or concerns, please do not hesitate to contact me.

Enclosure

RESOLUTION NO. , 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH CT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES
RELATED TO GENERAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR CALENDAR YEAR 2022**

WHEREAS, Section 9.03 of Article IX of the Charter of the City of Montgomery, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

WHEREAS, it is appropriate to provide contract authority for professional services that are generally not subject to competitive bidding but will exceed a total of \$50,000 in a calendar year; and

WHEREAS, it is the desire of the Council of the City of Montgomery to enter into a contract with CT Consultants, Inc. for calendar year 2022 to perform general engineering and architectural services for the City.

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 enter into a contract with CT Consultants, Inc. for professional services to be provided to the City of Montgomery for calendar year 2022 according to the schedule submitted by CT Consultants, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to pay CT Consultants, Inc. according to the rates set forth in said schedule.

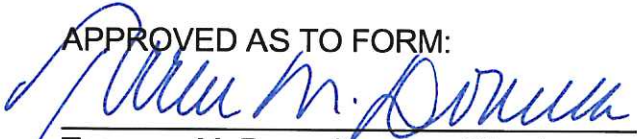
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



September 10, 2021

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

RE: 2022 Professional Services Fee Adjustment

Dear Brian:

As the end of 2021 approaches, we would like to meet with you, Tracy and Gary to discuss our performance over this past year and to see if, and how, we can improve our services to your staff and to the City of Montgomery in the upcoming year.

This is also the time of year when we review our annual agreement for professional services and the associated hourly fee schedule. We have attached our proposed fee schedule for 2022. As you can see, we are requesting a slight adjustment to the fee schedule for 2022.


We will be contacting you shortly to set up a convenient time to meet to review our proposed 2022 fee schedule and our performance for the past year.

Thank you for your long term trust.

Respectfully,
CT Consultants, Inc.



Mark V. Brueggemann, P.E.
Vice President



Jay A. Korros, P.E., PTOE
City Engineer

MVB:rgf

Enclosure

cc: Gary Heitkamp, Public Works Director
Tracy Henao, Assistant City Manager



CITY OF MONTGOMERY

2022 HOURLY FEE SCHEDULE

Principal Engineer	\$ 226.50
Senior Engineer/Architect	174.00
Project Engineer/Architect	151.50
Engineer 2/Architect 2	127.25
Engineer 1/Architect 1	114.00
Designer 3	111.00
Designer 2	93.50
Engineer Intern	58.25
Survey Crew	159.00
Construction Rep 3	96.00
Technical Support	59.50


Expenses at Cost Plus 10%

CT CONSULTANTS, INC.

2022 MONTGOMERY FEE SCHEDULE

December 10, 2021

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director 

SUBJECT: Montgomery Heritage District Traffic Signal Improvements Project

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into Contract with Elex, Inc. to complete the Montgomery Heritage District Traffic Signal Improvement Project.

Financial Impact

The Montgomery Heritage District Traffic Signal Improvements Project was included in the Capital Improvement Budget for 2021 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$185,680.00, which is the amount of the Base Bid plus 10% contingency.

Background

The project will improve four (4) traffic signals located in the Montgomery Heritage District, located at the intersections of Montgomery Road and Cooper Road, Montgomery Road and Remington Road, Main Street and Cooper Road, and Main Street and Remington Road. The project will include the replacement of the traffic signal controllers and installation of microwave advance radar detection at each intersection. The new controllers and radar detection will allow the traffic signals to achieve "automated traffic signal performance measures", which will allow the traffic signals to detect real-time traffic in all directions and make real-time signal timing adjustments in order to maximize traffic flow efficiency, thus minimizing traffic congestion and commuter delay.

The project was publicly advertised, and a bid opening was held on Tuesday, December 7th at 1:00 PM. A total of three (3) bids were received for this project. The lowest and best bid received was provided by Elex, Inc.

A complete bid summary of the three (3) companies that submitted a bid is attached, summarized as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Elex, Inc.	\$168,800.00
Capital Electric Line Builders, Inc.	\$183,172.08
Bansal Construction, Inc.	\$187,575.00
Engineer's Opinion of Construction Cost	\$214,000.00

Recommendation

Staff has reviewed the bids received and determined that the bid received from Elex, Inc. is the lowest and best bid for the Montgomery Heritage District Traffic Signal Improvements Project.

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

The amount of the recommendation includes \$16,880 in project contingency funding, which is an amount equal to 10% of the Base Bid amount.

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

Attachment - bid tabulation

**CITY OF MONTGOMERY
MONTGOMERY HERITAGE DISTRICT TRAFFIC SIGNAL
IMPROVEMENTS**

DATE: 12/7/21

Item No.	Spec. No.	Item	Estimated Quantity	Unit of Measure	ENGINEERS ESTIMATE		ELEX, INC.		CAPITAL ELECTRIC		BANSAL ELECTRIC	
					Unit Cost Total	Item Cost	Unit Cost Total	Item Cost	Unit Cost Total	Item Cost	Unit Cost Total	Item Cost
BASE BID												
1	632	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM (CONTROLLER CABINET EQUIPMENT)	4	EA	\$1,000.00	\$4,000.00	\$400.00	\$1,600.00	\$797.28	\$3,189.12	\$1,500.00	\$6,000.00
2	633	CABINET, TYPE 332, AS PER PLAN	1	EA	\$12,000.00	\$12,000.00	\$13,900.00	\$13,900.00	\$14,547.60	\$14,547.60	\$14,175.00	\$14,175.00
3	633	CONTROLLER ITEM, MISC.: MODIFICATION OF CONTROLLER CABINET	3	EA	\$1,000.00	\$3,000.00	\$2,700.00	\$8,100.00	\$2,945.76	\$8,837.28	\$4,500.00	\$13,500.00
4	809	STOP LINE AND ADVANCE RADAR DETECTION, AS PER PLAN	8	EA	\$18,750.00	\$150,000.00	\$13,950.00	\$111,600.00	\$15,004.56	\$120,036.48	\$14,650.00	\$117,200.00
5	809	ATC CONTROLLER, AS PER PLAN	4	EA	\$10,000.00	\$40,000.00	\$7,250.00	\$29,000.00	\$7,697.28	\$30,789.12	\$8,175.00	\$32,700.00
6	614	MAINTAINING TRAFFIC	1	LS	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$5,772.48	\$5,772.48	\$4,000.00	\$4,000.00
BASE BID TOTAL =						\$214,000.00		\$168,800.00		\$183,172.08		\$187,575.00

RESOLUTION NO. _____, 2022

A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ELEX, INC. FOR THE MONTGOMERY HERITAGE DISTRICT TRAFFIC SIGNAL IMPROVEMENT PROJECT

WHEREAS, the City has advertised for bids for the Montgomery Heritage District Traffic Signal Improvement Project, and the City has received a bid from Elex, Inc. which the Administration has determined to be the lowest and best bid and has recommended acceptance.

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

SECTION 1. The bid of \$168,800 received from Elex, Inc. for the Montgomery Heritage District Traffic Signal Improvement Project is hereby determined to be the lowest and best bid received in response to an advertisement for the same.

SECTION 2. The bid is hereby accepted, and the City Manager is authorized and directed to enter a contract with Elex, Inc. in the amount of \$185,680, which includes the base bid and appropriate contingencies, in accordance with the terms described in the specifications.

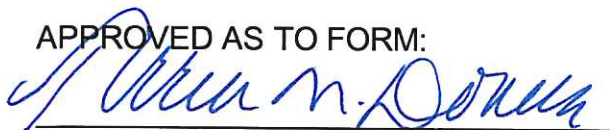
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



December 10, 2021

TO: Mayor and City Council Members

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

SUBJECT: Request to Authorize Professional Services for the Ronald Reagan Highway and Montgomery Road Roundabout Landscape Design

Request

It is necessary for City Council to consider a Resolution authorizing the City Manager to enter into an agreement with Human Nature, Inc. to provide professional services for the Ronald Reagan Highway and Montgomery Road Roundabout Landscape Design.

Background

In August 2021 the City conducted a Request for Qualifications process to solicit firms that were interested in providing design services at the newly completed roundabout at the interchange of Montgomery Road and Ronald Reagan Highway to include landscape, hardscape, and other miscellaneous structural components. The City received (3) responses from firms including:

- MKSK
- The Kleingers Group
- Human Nature

After reviewing the submittals staff elected to invite all (3) firms to participate in an interview process and were asked to develop a high-level conceptual design for the interior of the roundabout and immediate islands around and adjacent to the roundabout. Interviews were conducted on September 29 and after lengthy review and discussion the committee consisting of Council members Chris Dobrozsi, Ken Suer, Lynda Roesch, Darla Hall (Beautification & Tree commission), Bonnie Pendleton (Arts commission), and staff members Gary Heitkamp, Terry Willenbrink, Trach Henao and myself; selected Human Nature as the preferred firm to work with to advance design for the project.

A kick-off meeting with Human Nature was conducted on Wednesday, November 3 to further discuss the vision for the project, anticipated timing of construction and other related items. It was decided that Human Nature would provide a scope and fee proposal to advance design services and construction drawings to a 30% status and include an estimated cost of construction based upon those drawings. Human Nature will provide 2-3 alternatives for consideration, conduct meetings with the City and host an open house for general feedback from the public. The proposed fee to provide these services is \$64,000

Recommendation

Staff recommends City Council approve a request authorizing the City Manager to enter into an agreement with Human Nature Inc. to provide professional services for the Ronald Reagan Highway and Montgomery Road Roundabout Landscape Design for an amount not to exceed \$69,500 which includes the base bid of \$64,000 and \$5,500 for incidental items that may arise through the design process.

RESOLUTION NO. , 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH HUMAN NATURE, INC. FOR PROFESSIONAL DESIGN AND
ENGINEERING SERVICES RELATED TO THE RONALD REAGAN CROSS COUNTY
HIGHWAY/MONTGOMERY ROAD INTERCHANGE LANDSCAPING PROJECT**

WHEREAS, Section 9.03 of Article IX of the Charter of the City of Montgomery, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

WHEREAS, it is appropriate to provide contract authority for professional services that are generally not subject to competitive bidding but will exceed a total of \$50,000 in a calendar year; and

WHEREAS, it is the desire of the Council of the City of Montgomery to enter into a contract with Human Nature, Inc. to perform landscape design and engineering services for the City for the Ronald Reagan Cross County Highway/Montgomery Road Interchange Landscaping Project.

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 enter into a contract with Human Nature, Inc. for professional services to be provided to the City for the Ronald Reagan Cross County Highway/Montgomery Road Interchange Landscaping Project according to the Agreement submitted by Human Nature, Inc., attached hereto as Exhibit "A" and incorporated herein by reference, with a base fee of \$64,000.

SECTION 2. The City Manager is hereby authorized to pay Human Nature, Inc. according to the Agreement, up to a total of \$69,500 which includes contingencies and incidentals.

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

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of December 10, 2021 is between **City of Montgomery, Ohio** (Owner) and Human Nature Inc., 990 St. Paul Drive, Cincinnati, Ohio (Consultant) for the following Project: **Ronald Reagan Highway and Montgomery Road Roundabout Landscape Design**, at the traffic roundabout at Ronald Reagan and Montgomery Road in Montgomery, Ohio.

Article 1 Landscape Architect's Basic and Additional Services

Landscape Architect's Basic Services are:

Task 1.0: Project Startup and Administration

1.1 Project Administration/Team Coordination

Consultant will coordinate with the Owner throughout the Schematic Design including update communications, regular workflow communications, data requests and other requests needed of and/or from the Owner. Consultant will manage Design Team members as follows:

- M+A Architects - architecture, tower design, structural components
- Strand Associates - traffic engineer advisory/design input
- JS Held - cost estimator

Design Team will participate in up to (3) meetings with the Owner, and one (1) public meeting described in 1.3. Meetings are estimated to be one per month for 2-3 month phase duration. Due to the unpredictable nature of Covid-19 restrictions, meetings may have to be held remotely via Zoom or other preferred video conferencing system.

1.2 Digital Base and Site Observations

Consultant will build a digital base plan in AutoCAD based on existing data from the roundabout project, previous site topographic survey and the latest Owner-provided development plans for the adjacent development. Consultant will perform a site visit and document observations that may impact the concept.

1.3 Public Engagement

Consultant will attend and facilitate one public meeting in an open-house format. This meeting will occur after an initial concept has been approved by the City and will allow the public to provide input on different alternatives in materials and details of the approved concept, prior to the Design Team develop Schematic Design drawings and costs. Owner will manage meeting date/time, locations and public notice for the public meeting. Consultant will prepare graphics to share with the public. Rendered views of the 3d model as well as plan view of the gateway will be used in the public meetings. Consultant will record and summarize the input received at the public meeting and share with the Owner and work

with the Owner to decide what input and direction will be incorporated into the final design. While the preference and intention is to have this public meeting in-person, due to the unpredictable nature of Covid-19 and related restrictions, the public meeting may be held remotely via Zoom or other preferred video conferencing system with electronic input/survey.

Task 2.0 Concept Confirmation

2.1 Design

During the project selection and award process, Consultant developed a concept design for the project that was generally approved by City Council/Selection Committee. Additional feedback was provided by the City during the project kick-off meeting. The Design Team will take that feedback and study revised concepts for the roundabout and present 2-3 new alternatives to the City Council for discussion, input and selection of a preferred concept or elements of each concept. Consultant will identify and research applicable planning and zoning ordinances as they impact design concept of tower. The Design Team will consolidate the comments and make revisions into a final design concept for the roundabout. From there, the Design Team will explore material options and alternatives. This is preparation for the public input session to provide the public with options of specific focus.

We will develop concepts in plan and 3D models to convey the design intent of the concepts and alternatives. The plans and models will be concept-level to help determine the desired design components and will have realistic image of materials and plants.

Task 3.0 Schematic/30% Design

3.1 30% Design

With the direction and input from the City and public on the conceptual plans delivered in Task 2.0, Consultant will develop 30% Design documents. These documents are to provide the next step in design detail from conceptual design with more accurate dimensions, materials and layout to help inform a cost estimate. Consultant will continue to update the 3d model with final revisions from Task 2.0 and use views from the 3d model in the 30% design documents.

Drawings expected at 30% Design include:

- Hardscape Materials Plan and Schedule (pedestrian materials only, vehicular/roadway pavements will not be impacted by this project)
- Site Furnishings Plan and Schedule
- Planting Plan and Schedule
- Building Plan, sections and elevations
- Structural narrative to help inform 30% costs

3.2 Cost Estimate

Based on the 30% design drawings, the Design Team will develop a cost estimate reflecting the information of design and material known at the time. Any opinions of probable cost prepared by the Design Team are for the City's general guidance only for funding and phasing

consideration. The Design Team has no control over competitive bidding or market conditions and cannot guarantee the accuracy of cost estimate as compared to contract bids or actual costs.

Exclusions:

The tasks and services listed below are specifically excluded from this scope of work and include but may not be limited to the following. If a task is not listed above then it is agreed upon as not being included in this agreement.

- Surveying
- Geotechnical borings, investigations
- Environmental assessments
- Traffic analysis/ engineering
- Utility analysis/engineering
- Zoning
- Permitting
- Design Phases beyond Schematic/30% Design including 60% Design/Design Development & Construction Documents
- Bidding/ Construction administration

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, digital base data, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions and will indemnify and hold Landscape Architect harmless as to same.
- C. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.
- B. At the project kick-off meeting, Client notified the Consultant the project budget for 2022 is \$400,000 prior to selecting a concept from the selection process. It is understood by the Client that the selected concept has elements that are acknowledged to be above the

original budget.

C. Schedule:

- Conceptual Design: December 2021-February 2022
- Public Meeting: late February 2022
- Schematic Design: February 2022-April 2022

D. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect. Because there is not a known construction cost at this time, the design process will assist the City in determining budget needs for the project.

E.

Article 4 Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services: \$64,000 lump sum.
2. Additional Services: hourly upon prior approval.

B. Expenses are excluded from the fee above, including but not limited to: reproduction, postage, and handling of documents, large format boards for public meeting if required and will be billed at cost. Mileage will be billed at current standard federal rate.

C. Landscape Architect shall bill Client once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to three percent (3%) of any outstanding balance due per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 5 Termination

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred or accrued up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Owner. Landscape Architect may use drawings or instruments from this work.

Article 8 Miscellaneous Provisions.

- A. This Agreement is governed by the law of State of Ohio.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

- F. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- G. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring any and all contractor and its/their subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- H. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- I. No waiver by either party of any default or breach of any covenant set forth hereunder shall be inferred from any omission by said party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only to the time and to the extent therein stated.
- J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- K. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- L. If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- M. Risk Allocation:

Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability as described below. Client further acknowledges that were it not for this agreement to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.

Client, therefore, acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Landscape Architect's negligence, errors, (whether willful or otherwise), omissions (whether willful or otherwise), or breach of contract, shall not exceed two times of the total compensation actually received by Landscape Architect under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties.

LANDSCAPE ARCHITECT:

CLIENT:

HUMAN NATURE, INC., an Ohio corporation

City of Montgomery

By: _____
Gary R. Wolnitzek

President

Date: _____

By: _____
Printed Name: Brian Riblet

Its: City Manager

Date: _____

December 9, 2021

TO: Brian K. Riblet, City Manager

FROM: Matthew Vanderhorst, Community and Information Services Director 

SUBJECT: Copier Lease and Maintenance Agreement

Request

It is necessary for City Council to adopt a resolution authorizing the City Manager to enter into a contract with US Bank Equipment Finance to acquire copiers and related services.

Financial Impact

The lease cost proposed by ProSource Option 1 (Konica) represents a 26% decrease over the current lease. The proposed black and white print cost is 24% less than the next closest proposal and 36% less than the current rate. The proposed cost for color print is 9% higher less than the next closest proposal and 29% less than the current rate. The proposed maintenance and service cost is estimated to be \$29,340 over the life of the lease based on current average use. The copiers will be purchased off the State of Ohio contract for a combined cost of the lease and support totalling \$62,817.60 over five years.

The least expensive proposal, Prosource Option 2 (Kyocera), is for the same model copiers we currently use. We have not been happy with their reliability. Several vendors included an allowance of color and black and white prints as part of the lease cost. Credits are not applied if the entire allowance is not used, but overages are applied if the City exceeds the allowance.

Vendor	5-year Lease	5-year Support	Total	Color	B/W
ProSource Option 2 (Kyocera)	\$38,087.40	\$21,840.00	\$59,927.40	\$0.035	\$0.0035
ProSource Option 1 (Konica)	\$33,477.60	\$29,340.00	\$62,817.60	\$0.035	\$0.0035
Donnellon McCarthy Enterprises Option 3	\$63,943.20	Included	\$63,943.20	\$0.040	\$0.0060
Woodhull	\$29,334.00	\$38,029.90	\$67,369.90	\$0.032	\$0.0046
Millennium Business Systems	\$29,334.00	\$38,040.00	\$67,374.00	\$0.0426	\$0.0070
Donnellon McCarthy Enterprises Option 1	\$69,846.60	Included	\$69,846.60	\$0.040	\$0.0068
Waltz Business Solutions	\$43,293.60	\$31,027.80	\$74,321.40	\$0.049	\$0.0055
Donnellon McCarthy Enterprises Option 2	\$81,319.80	Included	\$81,319.80	\$0.040	\$0.0068
Modern Office Methods Option 1	\$90,584.40	Included	\$90,584.40	\$0.05375	\$0.00804
Modern Office Methods Option 2	\$94,076.40	Included	\$94,076.40	\$0.06349	\$0.00916

Background

The current copier lease expires on April 1, 2022. Given the continued supply chain issue affecting many economic sectors, staff thought it would be prudent to start the replacement process earlier than in the past. A request for proposal was published on September 8, 2021, to solicit quotes for the replacement of equipment and maintenance agreements for the copiers located at City Hall, Public Works, and the Safety Center. A total of six proposals were received representing ten copier brands.

Staff Recommendation

Staff has reviewed the proposals received and determined that ProSource Option 1 (Konica) copiers and maintenance agreement proposed by ProSource best meets the needs of the City of Montgomery. This recommendation is based on cost, specification review, hardware demonstrations, and positive feedback from references that Prosource provided.

c: File

RESOLUTION NO. , 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE FOR CITY COPIER EQUIPMENT AND AUTHORIZE RELATED SERVICES

WHEREAS, Section 9.03 of Article IX of the Charter of the City of Montgomery, Ohio provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

WHEREAS, contracts above \$50,000.00 must be competitively bid unless an exception is provided by Ohio law; and

WHEREAS, RC § 125.04(C) allows the City to purchase supplies or services without competitive bidding if the pricing for such supplies and services can be acquired upon equivalent terms, conditions and specifications at a lower price than could be obtained through the Ohio Department of Administrative Services under the City's Cooperative Purchase Agreement; and

WHEREAS, the Administration has received a proposal from ProSource to allow the City to replace and update its copiers under a five-year lease for the equipment and related software, and a separate contract for maintenance and service based upon copy usage, which proposal the Administration has determined provides a better overall cost than that cost available for comparable equipment acquisition, leasing and services under the State Cooperative Purchase Agreement; and

WHEREAS, the Administration, after reviewing the documentation and reviewing the proposal, is recommending that the City accept the proposal from ProSource to lease and maintain the City's inventory of copiers.

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 enter into a contract with ProSource to acquire four (4) copiers, related equipment and Maintenance and Service Agreement at a total five-year cost of \$33,470.00 for the equipment and software lease, and a separate five-year Support Agreement totaling \$29,340.00 plus related overcharges based upon copy usage.

SECTION 2. The City Manager is authorized to pay ProSource consistent with the terms of the Agreement, and to execute any and all additional documentation with ProSource to implement this lease acquisition.

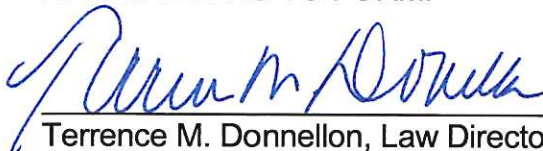
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

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City of Montgomery
City Council Organizational Meeting and Business Session Minutes
December 1, 2021

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
John Crowell, Police Chief
Kevin Chesar, Community Dev. Director
Gary Heitkamp, Public Works Director
Tracy Roblero, Asst. City Manager
Katie Smiddy, Finance Director
Matthew Vanderhorst, Communications and Information Service Director
Paul Wright, Fire Chief
Amy Frederick, Communications and Engagement Coordinator
Connie Gaylor, Clerk of Council

City Council Members Present

Lee Ann Bissmeyer
Mike Cappel
Chris Dobrozi
Craig Margolis
Ron Messer
Sasha Naiman
Ken Suer

City Council convened in Council Chambers at 6:00 p.m. with Terry Donnellon, Law Director, presiding.

SWEARING IN OF NEW COUNCIL MEMBERS

Hamilton County Commissioner Denise Driehaus conducted the swearing in of the City's new Council members.

APPOINTMENT OF MAYOR AND VICE MAYOR

Mr. Donnellon asked if there were any nominations for Mayor.

Mr. Cappel moved to nominate Mr. Margolis. Mr. Dobrozi seconded.

Mr. Donnellon asked if there were any other nominations, there being none he stated that the nominations for Mayor will be closed. He asked those who were in favor of Mr. Margolis being Mayor to say "aye". All City Council members said "aye".

Mr. Donnellon asked if there were any nominations for Vice Mayor.

Mr. Cappel moved to nominate Mrs. Bissmeyer. Mr. Dobrozi seconded.

Mr. Donnellon asked if there were any other nominations, there being none he stated that the nominations for Vice Mayor will be closed. He asked those who were in favor of Mrs. Bissmeyer being Vice Mayor to say "aye". All City Council members said "aye".

Mr. Donnellon invited Commission Driehaus to administer the oath of office to Mr. Margolis and Mrs. Bissmeyer.

SWEARING IN OF MAYOR AND VICE MAYOR

Commissioner Driehaus conducted the swearing in of Mayor Margolis and Vice Mayor Bissmeyer.

Mayor Margolis stated that he was both honored and humbled to be elected. He stated it was his joy and privilege to serve the community. He thanked his family and the residents for their support.

Mayor Margolis asked to take a brief recess to celebrate the swearing in of the Council Members at 6:20 p.m.

Mayor Margolis called the Business Session to order at 7:00 p.m.

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City Council Organizational Meeting and Business Session Minutes

December 1, 2021

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54 **ROLL CALL**

55

56 Mayor Margolis asked for a motion to dispense with the roll call since everyone was in attendance.

57

58 Mr. Cappel moved to dispense with the roll call. Mr. Messer seconded. City Council unanimously agreed.

59

60 **PENDING LEGISLATION**

61

62 **An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of**
63 **Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022**

64

65 Mr. Dobrozsi recused himself from the voting of the budget as it includes funds for the Montgomery Quarter, and
66 he is abstaining from any vote related to the development project and exited the dais.

67

68 Mr. Suer moved to amend the Ordinance to reflect the amended budget detail. Mr. Cappel seconded. City Council
69 unanimously agreed.

70

71 Mr. Suer moved for passage of the Ordinance. Mr. Cappel seconded.

72

73 Mr. Suer explained that as usual between the original reading of the Ordinance in September until this third
74 reading there is often a need to adjust the final appropriation amounts and that was the reason for the amendment.
75 He stated that at the November 1 Finance Committee meeting Ms. Smiddy presented the amendments and
76 provided background for the changes. He stated that, if approved, this Ordinance would establish the City's
77 budget for fiscal year 2022.

78

79 The roll was called and showed the following vote:

80

81 AYE: Cappel, Bissmeyer, Margolis, Naiman, Suer, Messer (6)

82 NAY: (0)

83 ABSTAIN: Dobrozsi (1)

84

85 **An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located**
86 **On Montgomery Road At Schoolhouse Lane**

87

88 Mayor Margolis reassigned the legislation to Vice Mayor Bissmeyer.

89

90 Mr. Messer recused himself from the voting as he is a part-time employee of Twin Lakes. He exited the dais.

91

92 Vice Mayor Bissmeyer moved to read the Ordinance by title only. Mr. Cappel seconded. City Council
93 unanimously agreed.

94

95 Vice Mayor Bissmeyer read the title and moved passage of the Ordinance. Mr. Cappel seconded.

96

97 Vice Mayor Bissmeyer explained that information has been previously supplied on this Ordinance that, if
98 approved, will establish a Planned Development overlay district for the property located at 10120 Montgomery
99 Road owned by Twin Lakes Senior Living Community. This Ordinance approves a Planned Development
100 Overlay with certain conditions and exceptions as recommended by the Planning Commission and presented at
101 the September 1, 2021 Public Hearing. This Ordinance will only take effect if approved at three successive
102 readings and then thirty days after final approval.

103

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City Council Organizational Meeting and Business Session Minutes

December 1, 2021

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104 There were no updates.

105

106 The roll was called and showed the following vote:

107

108 AYE: Bissmeyer, Dobrozsi, Margolis, Naiman, Suer, Cappel (6)

109 NAY: (0)

110 ABSTAIN: Messer (1)

111

112 **NEW LEGISLATION**

113

114 **A Resolution Authorizing The City Manager To Enter Into A Contract With Humana Health Plan Of**
115 **Ohio, Inc. To Provide Medical Insurance And Dental Insurance For Full-Time Employees**

116

117 Mr. Messer moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

118

119 Mr. Messer read the title and moved for passage of the Resolution. Mr. Cappel seconded.

120

121 Mr. Messer explained that information has been previously supplied on this Resolution that, if approved, would
122 authorize the City Manager to enter into a contract with Humana Health Plan of Ohio, Inc. for medical and dental
123 insurance coverage for the City's full-time employees for the benefit period that runs from January 1, 2022
124 through December 31, 2022. Each year, the Health Care Benefits Committee evaluates insurance carriers'
125 proposals and makes recommendations regarding any changes to benefit plan designs to achieve cost savings. The
126 Health Care Benefits Committee is recommending that the City remain with the current insurance carrier,
127 Humana, for group medical insurance and also contract with Humana for group dental insurance.

128

129 There were no updates.

130

131 The roll was called and showed the following vote:

132

133 AYE: Dobrozsi, Margolis, Naiman, Suer, Messer, Cappel, Bissmeyer (7)

134 NAY: (0)

135

136 **A Resolution Establishing City Contributions For Healthcare Benefits**

137

138 Mr. Messer moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

139

140 Mr. Messer read the title and moved for passage of the Resolution. Mr. Cappel seconded.

141

142 Mr. Messer explained that information has been previously supplied on this Resolution that, if approved, will
143 establish the City's maximum contribution limits (caps) for a 12-month period beginning January 2022 for
144 medical and dental insurance. The caps determine the amount of money the employees must contribute toward the
145 cost of their health and dental insurance coverages. Typically, the City has increased these "caps" annually by six
146 percent (6%) for medical insurance and three percent (3%) for dental insurance. This practice allows for some
147 increase in the cost of healthcare but also ensures that significant increased costs are shared between the City and
148 its employees.

149

150 **An Ordinance Establishing The Diversity And Inclusion Commission**

151

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

153

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City Council Organizational Meeting and Business Session Minutes

December 1, 2021

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154 Mr. Suer moved to suspend the second and third readings of the Ordinance. Mr. Cappel seconded.

155

156 The roll was called and showed the following vote:

157

158 AYE: Naiman, Suer, Messer, Cappel, Bissmeyer, Dobrozsi, Margolis (7)

159 NAY: (0)

160

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

162

163 Mr. Suer explained that information has been previously supplied on this Ordinance that, if approved, will
164 establish a Diversity and Inclusion Commission. In January 2018, City Council supported the creation of the
165 Diversity and Inclusion Committee to raise awareness about diversity, equity, and inclusion in our community and
166 with City staff. Section 6.06 of the Charter of the City of Montgomery authorizes Council to establish by
167 Ordinance certain Boards and Commissions which Council deems appropriate to provide advice to Council and
168 Administration. Staff recommends City Council consider an Ordinance that would formally establish the Diversity
169 and Inclusion Commission.

170

171 Mr. Cappel stated that he likes how the City utilizes advisory boards and commissions. He stated he felt that it
172 was a comfortable way for residents to serve and be heard. He thanked everyone for their hard work establishing
173 the Committee and now the Commission.

174

175 Mrs. Naiman stated she was very glad to see the Committee transitioning to a Commission.

176

177 Mr. Messer stated he was very excited to see this coming to pass and still feels that the city will get more out of
178 these efforts than staff or this Commission will put into it.

179

180 The roll was called and showed the following vote:

181

182 AYE: Suer, Messer, Cappel, Bissmeyer, Dobrozsi, Margolis, Naiman (7)

183 NAY: (0)

184

185 **A Resolution Adopting a Five-Year Capital Improvement Program for The City of Montgomery**

186

187 Mr. Dobrozsi recused himself from the voting of the budget as it includes funds for the Montgomery Quarter, and
188 he is abstaining from any vote related to the development project and exited the dais.

189

190 Mr. Suer moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

191

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

193

194 Mr. Suer explained that information has been previously supplied on this Resolution that, if approved, will adopt
195 the City's proposed Five-Year Capital Improvement Program. This was reviewed by City Council as a companion
196 piece to the proposed 2022 Operating and Capital Budget with Four Year Forecast and represents a
197 comprehensive planning tool for capital investment in the community over the next five years.

198

199 There were no updates.

200

201

202

203

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204 The roll was called and showed the following vote:

205
206 AYE: Messer, Cappel, Bissmeyer, Margolis, Naiman, Suer (6)
207 NAY: (0)
208 ABSTAIN: Dobrozsi (1)
209

210 **A Resolution Adopting a Five-Year Strategic Plan for the City of Montgomery**

211
212 Mr. Messer moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.
213

214 Mr. Messer read the title and moved for passage of the Resolution. Mr. Cappel seconded.
215

216 Mr. Messer explained that information has been previously supplied on this Resolution that, if approved, will
217 adopt the City's proposed Five-Year Strategic Plan. The implementation plan was created by staff based upon
218 work accomplished at the Strategic Planning Retreat in August, where City Council and staff collectively
219 developed five (5) major goal statements, as well as a number of strategies for each goal area based upon input
220 from a detailed environmental scan, the survey of citizens, and various public input opportunities offered
221 throughout last fall and winter. The Plan was reviewed by the Government Affairs Committee on November 8. It
222 is requested that City Council adopt the Plan that will guide the City's strategic operations and budget and capital
223 programming for the next five years.
224

225 There were no updates.
226

227 The roll was called and showed the following vote:

228
229 AYE: Cappel, Bissmeyer, Dobrozsi, Margolis, Naiman, Suer, Messer (7)
230 NAY: (0)
231

232 **A Resolution Declaring A Moratorium On The Collection Of Building And Zoning Permit Fees For Solar**
233 **Installations**

234
235 Mayor Margolis reassigned the legislation to Vice Mayor Bissmeyer.
236

237 Vice Mayor Bissmeyer moved to read the Resolution by title only. Mr. Cappel seconded. City Council
238 unanimously agreed.
239

240 Vice Mayor Bissmeyer read the title and moved passage of the Resolution. Mr. Cappel seconded.
241

242 Vice Mayor Bissmeyer explained that information has been previously supplied on this Resolution that, if
243 approved, will declare a moratorium on the collection of building and zoning permit fees for solar installations.
244 Any property within Hamilton County is eligible for participation in the program, which provides a free solar
245 assessment, discounted rates and financing. At the November 1, 2021 Planning, Zoning and Landmarks
246 Committee meeting of City Council, it was recommended to pass a Resolution waiving Building and Zoning fees
247 for solar installations with a cap of \$1,000 beginning on January 1, 2022 and ending on December 31, 2023. The
248 waiver would be promoted as an incentive to our residents and businesses to adopt a more environmentally
249 friendly source of power and to continue to promote Montgomery as a progressive community in the region and
250 the State.
251

252 There were no updates.
253

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December 1, 2021

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254 The roll was called and showed the following vote:

255
256 AYE: Bissmeyer, Dobrozsi, Margolis, Naiman, Suer, Cappel, Messer (7)
257 NAY: (0)

258

259 **A Resolution Designating A Portion Of The Montgomery Road Corridor As A Community Entertainment**
260 **District**

261

262 Vice Mayor Bissmeyer moved to read the legislation by title only. Mr. Messer seconded. City Council
263 unanimously agreed.

264

265 Vice Mayor Bissmeyer read the title and moved for passage. Mr. Dobrozsi seconded.

266

267 Vice Mayor Bissmeyer explained that information has been previously supplied on this Resolution that, if
268 approved, would designate a portion of the Montgomery Road Corridor as a Community Entertainment District to
269 support the Montgomery Quarter Project. Ohio law allows communities to designate areas of a minimum of
270 twenty acres as a Community Entertainment District to expand the opportunity for obtaining liquor licenses within
271 the area. Communities are typically capped with the number of licenses based upon the population and are then
272 required to purchase a license from other jurisdictions. This could be quite expensive for a startup business, and
273 this will allow restaurants and other related uses within the designated area to apply for a license directly with the
274 Department of Commerce/Division of Liquor Control at a substantial savings. By statute, the number of new
275 licenses in the District is limited to one for each five acres in the designated District.

276

277 There were no updates.

278

279 The roll was called and showed the following vote:

280
281 AYE: Dobrozsi, Margolis, Naiman, Suer, Messer, Cappel, Bissmeyer (7)
282 NAY: (0)

283

284 **A Resolution Amending Resolution No. 9, 2020 And Resolution No. 39, 2020 To Approve A Modification To**
285 **The Construction Agreement With Brandicorp, LLC For The Montgomery Quarter Project Improvements**

286

287 Mr. Dobrozsi recused himself from the voting of the budget as it includes funds for the Montgomery Quarter, and
288 he is abstaining from any vote related to the development project and exited the dais.

289

290 Mr. Suer moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

291

292 Mr. Suer read the title and move for passage of the Resolution. Mr. Cappel seconded.

293

294 Mr. Suer explained that information has been previously supplied on this Resolution that, if approved, would
295 allow the City Manager to modify the current Construction Agreement with Brandicorp LLC to proceed with
296 constructing public improvements included in Stage I of the Montgomery Quarter project specific to Sequence III
297 design and scope primarily including site finishes and features included in the public park space.

298

299 There were no updates.

300

301

302

303

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December 1, 2021

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304 The roll was called and showed the following vote:

305
306 AYE: Margolis, Naiman, Suer, Messer, Cappel, Bissmeyer (6)
307 NAY: (0)
308 ABSTAIN: Dobrozi (1)
309

310 **A Resolution Authorizing The City Manager To Accept The Opioid Settlement And Enter Into The**
311 **Participation Agreement With Opioid Manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc.,**
312 **Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc.**
313

314 Vice Mayor Bissmeyer moved to read the Resolution by title only. Mr. Dobrozi seconded. City Council
315 unanimously agreed.

316
317 Vice Mayor Bissmeyer read the title and moved for passage of the Resolution. Mr. Cappel seconded.
318

319 Vice Mayor Bissmeyer explained that information has been previously supplied on this Resolution that, if
320 approved, would authorize the City Manager to execute the Settlement Participation Form for settlement of
321 another opioid manufacturers' claim in the national litigation. This release involves Johnson & Johnson, Janssen
322 Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. Funds may
323 be received by the City consistent with the OneOhio framework or settlement which focuses upon treatment and
324 abatement through a state independent Foundation.

325
326 There were no updates.

327
328 The roll was called and showed the following vote:

329
330 AYE: Naiman, Suer, Messer, Cappel, Bissmeyer, Dobrozi, Margolis (7)
331 NAY: (0)
332

333 **ADMINISTRATION REPORT**

334
335 Mr. Riblet gave the following report:

- 336
- 337 • City Council Work Session is scheduled for December 15, 2021. Prior to that meeting, a CIC Meeting is
338 requested to meet at 6:30 p.m. City Council approved the scheduling of the CIC meeting. Mr. Cappel
339 moved to commence with the Work Session immediately following the conclusion of the CIC meeting.
340 Vice Mayor Bissmeyer seconded. City Council unanimously agreed.
341
 - 342 • The Parks and Recreation, Government Affairs and Public Works Committees have cancelled their
343 meetings for the month of December.
344
 - 345 • Ms. Smiddy reports that The Auditor of State Office will not be performing the City's next five annual
346 financial audits. The AOS prepared and issued a Request for Proposals (RFP), and Plattenburg &
347 Associates has been awarded the contract to audit the City of Montgomery for the annual periods from
348 January 1, 2021 through December 31, 2025. Plattenburg works with approximately 100 Ohio Cities and
349 Townships (mostly in Southwest Ohio). Some audit clients include Indian Hill, Wyoming, Sharonville,
350 Forest Park and Mason. Staff is looking forward to working with this new team.
351
 - 352 • Holiday in the Village is this Saturday, December 4, from 5:00 to 7:30 p.m. commencing with the tree
353 lighting ceremony on Neuilly-Plaisance Plaza at 5:00 p.m.

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City Council Organizational Meeting and Business Session Minutes

December 1, 2021

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370
- The Live at the Uni series concludes on December 6 with Mandy Gaines. Ms. Gaines has been recently inducted into the Cincinnati Jazz Hall of Fame. 126 people are registered for the concert and takes place inside Sycamore High School Theater.
 - Mr. Riblet discussed the 2022 MCLA program with Council and offered three recommendations for their consideration in determining the format of the program due to the current state of the pandemic and restrictions. He explained that he anticipated a spike in Covid cases as a result of the holidays and noted that four of the key partners may not participate due to the masking guidelines or they are continuing to operate in a remote fashion with their employees. He also pointed out that there is a safety aspect to consider regarding staff, participants and the sponsors. The recommendations were as follows:
 - Option 1- Proceed as planned with adjustments made to the schedule and format as we receive confirmation from our partners.
 - Option 2- Offer an alternate program that would only offer sessions conducted by City staff at City facilities.
 - Option 3- Defer the program to 2023 but keep the remaining class of registered participants.

371 Mr. Messer stated that he preferred Option 2 as he didn't want to defer two years in a row.

372
373 Mr. Suer stated that he felt if the program was deferred to 2023 that the program would lose momentum
374 and that there was no guarantee that the circumstances of the pandemic would be improved in 2023. He
375 stated he was in favor of Option 2 as well. He pointed out that other cities have offered a similar program
376 but with an abbreviated schedule.

377
378 Mrs. Naiman stated that she was in favor of Option 1 with a Plan B in place in case any partners do not
379 wish to participate.

380
381 Mr. Dobrozi explained that he felt the true success of the program was in the connection that people feel
382 with each other and staff. He stated that if the experience was reduced by sessions or by restrictions it
383 would lessen those connections. He stated that he would be in favor of Option 3. He stated that although
384 he would hate to defer, he felt that participants would find it not as effective and feel slighted in the
385 experience.

386
387 Vice Mayor Bissmeyer stated that she would be in favor of Option 3 as she wouldn't want to see
388 participants disappointed in the experience by changing the types of sessions that includes the key
389 partners or reducing the number of sessions. She stated that she knows it is a large commitment for the
390 staff and participants and would want to ensure their health and safety as well.

391
392 Mr. Cappel stated that while he felt MCLA was a very important program, he is seeing a consistent
393 amount of Covid cases at his place of employment and because of that he is in favor of Option 3,
394 deferring to 2023.

395
396 Mayor Margolis stated that he agreed that he didn't want the participants to feel shortchanged and
397 therefore he supports Option 3, deferring to 2023.

398
399 Mr. Cappel made a motion to defer MCLA to 2023. Vice Mayor Bissmeyer seconded. City Council
400 unanimously agreed.
401

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

City Council Organizational Meeting and Business Session Minutes

December 1, 2021

Page 9.

402 Mr. Suer added that he after discussion he agreed to defer the program but wanted to assure that all
403 participants who have signed up would be able to participate in 2023 if they chose to or be refunded if
404 they did not.
405

406 Mr. Riblet requested an Executive Session to discuss compensation of a public employee and the appointment of a
407 public official.
408

409 **MINUTES**

410
411 Mr. Cappel moved to approve the November 17, 2021 Works Session minutes as written. Mr. Messer seconded.
412 City Council unanimously agreed.
413

414 **MAYOR'S COURT REPORT**

415
416 Mayor Margolis explained that as this was the first day of the month, the November Mayors Court report would
417 be deferred to the December 15 Work Session meeting for approval and disbursement.
418

419 **OTHER BUSINESS**

420
421 Mayor Margolis reminded Council and Staff that he would be out of town beginning on December 2 and would
422 return on December 9. He asked Vice Mayor Bissmeyer to act as Mayor in his absence.
423

424 Mayor Margolis asked if there was any further business to discuss in Public Session. There being none, he asked
425 for a motion to adjourn into Executive Session for matters related to the discussion of compensation of a public
426 employee and the appointment of a public official.
427

428 Mr. Cappel made a motion to adjourn into Executive Session for matters related to the discussion of compensation
429 of a public employee and the appointment of a public official. Vice Mayor Bissmeyer seconded.
430

431 The roll was called and showed the following vote:

432
433 AYE: Cappel, Bissmeyer, Dobrozi, Margolis, Naiman, Suer, Messer (7)
434 NAY: (0)
435

436 City Council adjourned at 8:00 p.m.
437

438 City Council reconvened into Public Session at 9:30 p.m.
439

440 Mayor Margolis asked if there was any further business to discuss in Public Session. There being none he asked
441 for a motion to adjourn.
442

443 Mr. Cappel moved to adjourn. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.
444

445 City Council adjourned at 9:31 p.m.
446
447
448
449

Connie Gaylor, Clerk of Council

Monthly Mayor's Court Report

Montgomery Mayor's Court
Cash Flow for November 2021

Page : 1
Report Date : 12/08/2021
Report Time : 08:51:12

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$229.00	\$2,945.00	\$3,166.00
Computer Fund	\$699.00	\$9,074.00	\$8,446.00
Additional Costs	\$0.00	\$60.00	\$0.00
Fines			
Overpayment / Adjustment	\$0.00	\$6.01	\$64.00
City Revenue From Fines	\$5,710.00	\$70,158.00	\$66,494.00
Fees			
NSF FEES	\$0.00	\$0.00	\$30.00
EXPUNGEMENT FEES CITY	\$0.00	\$40.00	\$100.00
Capias Fee	\$500.00	\$3,715.00	\$3,585.00
Tax Diversion Fee	\$0.00	\$0.00	\$525.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$495.00	\$750.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$450.00	\$72.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$7,138.00	\$86,943.01	\$83,232.00
State Revenue From:			
Court Costs			
Court Costs	\$1,835.00	\$22,785.00	\$21,440.00
General Fund	\$0.00	\$15.00	\$0.00
V/C	\$612.00	\$8,091.00	\$7,443.00
DRUG LAW ENFORCEMENT FUND	\$238.00	\$3,003.00	\$2,744.00
Fines			
Fines	\$0.00	\$300.00	\$225.00
Seatbelt Driver	\$105.00	\$435.00	\$150.00
Child Restraint	\$0.00	\$40.00	\$90.00
Fees			
EXPUNGEMENT FEES STATE	\$0.00	\$60.00	\$150.00
Miscellaneous/Other			
Expungement Fee - State	\$0.00	\$30.00	\$0.00
Total to State:	\$2,790.00	\$34,759.00	\$32,242.00
Other Revenue From:			
Court Costs			
Court Costs	\$102.00	\$1,287.00	\$1,176.00
Area Fines			
Area Fines	\$0.00	\$100.00	\$75.00
Fees			

Monthly Mayor's Court Report

Montgomery Mayor's Court
Cash Flow for November 2021

Page : 2
Report Date : 12/08/2021
Report Time : 08:51:12

	Current Period	Year-To-Date	Last Year-to-Date
Fees	\$0.00	\$75.00	\$0.00
Restitution			
Restitution	\$0.00	\$6,115.41	\$1,797.12
Total to Other:	\$102.00	\$7,577.41	\$3,048.12
TOTAL REVENUE *	\$10,030.00	\$129,279.42	\$118,522.12
*Includes credit card receipts of	\$2,150.00	\$23,470.00	\$25,032.00

END OF REPORT

Monthly Distribution Journal

Montgomery Mayor's Court
 Disbursal of fines and court costs for November 2021

Page : 1
 Report Date : 12/02/2021
 Report Time : 08:00:28

Disbursal Category	Amount
COSTS	
Computer Fund	\$699.00
city-appearance	\$229.00
Total to City:	\$928.00
V/C	\$612.00
DRUG LAW ENFORCEMENT FUND	\$238.00
INDIGENT DEFENSE SUPPORT FUND - COST	\$1,835.00
Total to State:	\$2,685.00
INDIGENT DRIVERS ALC TREATMENT FUND-COST	\$102.00
Total to Other:	\$102.00
Total Costs:	\$3,715.00
FINES	
City Revenue From Fines	\$5,710.00
Total to City:	\$5,710.00
Seatbelt Driver	\$105.00
Total to State:	\$105.00
Total Fines:	\$5,815.00
FEES	
Capias Fee	\$500.00
Total to City:	\$500.00
Total Fees:	\$500.00
TOTALS	
Total to State:	\$2,790.00
Total Fines to Other External Agencies:	\$0.00
Total to Other Entities, including Restitution:	\$102.00
Total Bonds Forfeited to City:	\$0.00
Total to City including Misc. Receipts, Adjustments, & BA Fee:	\$7,138.00
TOTAL TO BE DISBURSED:	\$10,030.00

END OF REPORT

December 10, 2021

TO: Mayor and City Council Members

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

SUBJECT: Economic Development (TRES) Transfer Request from Al Taglio
Montgomery, LLC

Introduction

Staff received the attached Economic Development (TRES) Liquor License transfer form request from Nicolas Wayne for Al Taglio Montgomery LLC, on October 21. This form requires an endorsement be made by the City of Montgomery for their request to transfer an existing TRES Liquor License from their former location to their new restaurant Taglio's opening at 9321 Montgomery Road in the former Delicio's location.

Background

At the September 14, 2012 Government Affairs Committee meeting a discussion was held regarding the economic development license (TRES) approval process for liquor license applications. It was determined at this meeting that the initial approval of these applications would be based on the recommendation of staff to be approved by motion of City Council. Upon receipt of the (TRES) transfer form, staff ensures that all the required information is provided before forwarding to the City Manager for consideration, such as:

- a. The number of jobs to be created by the restaurant
- b. The projected earnings of the restaurant
- c. The projected tax revenues including the value of the real estate and improvements which will generate real estate taxes for the City, estimated earning taxes, and anticipated sales to generate sales tax, although the City does not receive direct sales tax support.
- d. The cost of the project and the financial investment by the applicant in the project
- e. A narrative describing the restaurant and the applicant's history in the food service industry

If approved by City Council, the transfer form is completed and returned to the applicant who sends it along with their application to the State of Ohio Division of Liquor Control Board. The City will receive notice from the State in which City Council will then have the option to request a hearing on the request or decline the hearing.

Recommendation

Staff recommends that City Council authorize the City Manager to approve the Economic Development (TRES) Transfer Form as requested by Al Taglio Montgomery LLC.



ECONOMIC DEVELOPMENT (TRES) TRANSFER FORM

Ohio Revised Code 4303.29 allows for the transfer of location or the transfer of ownership and location of a C-1, C-2, D-1, D-2, D-3, or D-5 permit from a municipal corporation or the unincorporated area of a township to an economic development project located in another municipal corporation or the unincorporated area of another township in which no additional permits of that class may be issued to the applicant under the permit quota. However the transfer may occur only if the applicant notifies the municipal corporation or township to which the location of the permit will be transferred regarding the transfer and the municipal corporation or township acknowledges in Section B of this form OR in writing to the Division of Liquor Control, that the transfer will be to an economic development project. A permit may be transferred to a different owner at the same location, or to the same owner or a different owner at a different location in the same municipal corporation or in the unincorporated area of the same township. NOTE: The statute requires the applicant to provide the endorsement by the municipal corporation or township at the time the application for the transfer is filed with the division, therefore once Section B is completed return this form to the applicant so they may attach this information to their transfer application. NO fee required.

Seller - Current Permit Holder - (Individual, Corp., LLC or Partnership) A Tavola Trattoria LLC	Buyer - Prospective Permit Holder- (Individual, Corp., LLC or Partnership) Name: Al Taglio Montgomery LLC Address: 9321 Montgomery Rd. Montgomery, OH 45242
Permit Number: 0006467	

Check Class of Permits Being TRES Transferred:

C-1
 C-2
 C-2X
 D-1
 D-2
 D-2X
 D-3
 D-3A
 D-3X
 D-5
 D-6

SECTION A: (To Be Completed by the Applicant)

NOTE: Section A is for you to provide information to the local legislative authority (City, Village or Township Office) in which this Economic Development Project (TRES) will be located. In addition to the below information, you may be required to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), and a copy of building plans/drawings outlining any construction plans. The Division will also use this information to determine if you qualify and meet the criteria outlined under Section 4303.29(B)(2)(b).

1. The total amount invested in this project is \$ 600,000

2. The total number of jobs that will be created by this economic development project is 45

3. Existing or Estimated Tax Revenue generated by this project is:

Sales Tax	▼	\$ <u>60,000</u>
Property Tax	▼	\$ <u>8,000</u>
Ohio Unemployment Tax	▼	\$ <u>27,000</u>
State Withholding Tax	▼	\$ <u>15,000</u>

On behalf of the applicant as indicated above I am signing below and certifying that all the information provided with this application is complete and accurate to the best of my knowledge.

<u>Nicolas Whiteford-Wayne</u> Print or Type Name	 Signature
<u>10/21/21</u> Date	<u>513-600-1482</u> Phone Number
	<u>Member</u> Title

SECTION B: The applicant must have this section completed by the City, Village or Township Office in which this Economic Development Project (TRES) will be located. This form must be returned to the applicant to accompany the transfer application.

Based upon factors outlined above, the City, Village or Township of _____ hereby endorses and acknowledges that this transfer will be to an economic development project.

(City, Village or Township Name)

_____ Print or Type Name	_____ Signature of Mayor, Legislative Office Holder or Law Director
_____ Date	_____ Title (e.g., Mayor, Clerk of Council, Fiscal Officer or Law Director)