

October 1, 2021

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Business Session of Wednesday, October 6, 2021

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, October 6, 2021 at 7:00 p.m.

Business Session

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

Pending Legislation

There is no pending legislation for this agenda

New Legislation

- a. A Resolution Accepting the Amounts and Rates as Determined by The Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to The County Auditor—(Mr. Suer) Information has been previously supplied on this Resolution that, if adopted, would accept the rates and amounts determined by the Hamilton County Budget Commission. As a State of Ohio taxing authority and pursuant to the Ohio Revised Code, the City is required to adopt an annual tax budget. City Council adopted the Tax Budget on July 7, 2021, and then submitted it to the Hamilton County Auditor for review by that office and the Hamilton County Budget Commission. Those reviews did not generate any questions and the proposed Tax Budget was accepted by the Budget Commission and Auditor. City Council is requested to act to accept the Budget Commission's rates and amounts,

which would result in the estimated collections as specified in the City's 2022 Tax Budget. This action will then permit the Budget Commission to collect property taxes at the rates established for the upcoming year.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- b. An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022—(Mr. Suer-1st Reading) Information has been previously supplied on this Ordinance that, if approved, would establish the City's budget for fiscal year 2022. These documents were presented to and reviewed with the Financial Planning Committee of City Council at their September 7 meeting. City Council will conduct its formal review of the 2022 Operating and Capital Budget with Four Year Forecast and 2022-2026 Capital Improvement Program, on Thursday, September 9. As a result of these discussions, any changes to the budget will be forthcoming and will be presented to City Council in the packet for the October 6, Business Session.

Move to read the Ordinance by title only

Voice Vote

Move for passage of the first reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The second reading of the Ordinance will be at the November 3, 2021 Business session. The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.

- c. A Resolution Authorizing An Intergovernmental Agreement Between The City And The Hamilton County Transportation Improvement District—(Mr. Cappel) Information has been previously supplied on this Resolution that, if approved, will authorize the City Manager to approve an Intergovernmental Agreement with Hamilton County Transportation Improvement District for the City to be eligible to receive House Bill 74 funds in an amount not to exceed \$400,000 for Fiscal Year 2022. The Intergovernmental Agreement establishes the City of Montgomery and Hamilton County Transportation Improvement District as Co-Administrators for work associated with approved House Bill 74 reimbursable funds for the Pfeiffer Road and Deerfield Road Roundabout Project as authorized under Ohio law.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- d. A Resolution Authorizing A Debt Collection Agreement With The Ohio Attorney General—(Mr. Suer) Information has been previously supplied on this Resolution that, if approved, will authorize the City to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General to collect various delinquent debts owed the City such as delinquent income taxes. The cost of collection is passed through to the debtor and collections are managed through the Attorney General's Collection Division as well as their outside vendors or special counsel. This is a much more efficient process for the City than pursuing each debt individually. The Agreement can be terminated by the City at any time with forty-five (45) days advanced notice.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- e. A Resolution Delegating Authority To Make Declarations Of Official Intent And Allocations With Respect To Reimbursements Of Temporary Advances During Fiscal Years 2021 And 2022 Made For Capital Improvements To Be Made From Subsequent Borrowings For The Montgomery Quarter Redevelopment Project (Formerly Known As The Gateway Redevelopment Project)—(Mr. Suer) Information has been previously supplied on this Resolution that, if approved, will allow the City to advance certain monies today for the design and construction of public improvements in Stage 2 of the Montgomery Quarter Project and to be reimbursed at a later date from the proceeds of a second round of Special Revenue Bonds to be issued to finance the public improvements within the project. Stage 2 of the project includes extending the street grid to connect with the Roundabout, as well as construction of the street grid, streetscape, and related utility improvements within the project site. Stage 2 of the project site is south of the current public garage upon which the Fifth Third office building is now being built.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- f. An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located On Montgomery Road At Schoolhouse Lane—(Vice Mayor Margolis, 1st Reading) Information has been previously supplied on this Ordinance that, if approved, will establish a Planned Development overlay district for the property located at 10120 Montgomery Road owned by Twin Lakes Senior Living Community. This Ordinance approves a Planned Development Overlay with certain conditions and exceptions as recommended by the Planning Commission and presented at the September 1, 2021 Public Hearing. This Ordinance will only take effect if approved at three successive readings and then thirty days after final approval.

Move to read the Ordinance by title only

Voice Vote

Move for passage of the first reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The second reading of the Ordinance will be at the November 3, 2021 Business session. The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.

7. Administration Report
8. Minutes-September 22, 2021 Work Session Minutes
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. 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

**October 6, 2021
7:00 p.m.**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations
5. Guest and Residents
6. Legislation for Consideration for this Evening

Pending Legislation

There is no pending legislation for this agenda.

New Legislation

- a. A Resolution Accepting the Amounts and Rates as Determined by The Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to The County Auditor—(Mr. Suer)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- b. An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022—(Mr. Suer-1st Reading)

Move to read the Ordinance by title only

Voice Vote

Move for passage of the first reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The second reading of the Ordinance will be at the November 3, 2021 Business session. The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.

- c. A Resolution Authorizing An Intergovernmental Agreement Between The City And The Hamilton County Transportation Improvement District—(Mr. Cappel)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- d. A Resolution Authorizing A Debt Collection Agreement With The Ohio Attorney General—(Mr. Suer)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- e. A Resolution Delegating Authority To Make Declarations Of Official Intent And Allocations With Respect To Reimbursements Of Temporary Advances During Fiscal Years 2021 And 2022 Made For Capital Improvements To Be Made From Subsequent Borrowings For The Montgomery Quarter Redevelopment Project (Formerly Known As The Gateway Redevelopment Project)—(Mr. Suer)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- f. An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located On Montgomery Road At Schoolhouse Lane—(Vice Mayor Margolis-1st Reading)

Move to read the Ordinance by title only

Voice Vote

Move for passage of the first reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The second reading of the Ordinance will be at the November 3, 2021 Business session. The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.

7. Administration Report
8. Approval of Minutes – September 22, 2021 Work Session Minutes
9. Mayor’s Court Report
10. Other Business
11. Executive Session
12. Adjournment

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

RESOLUTION NO. _____, 2021

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE HAMILTON COUNTY BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2022; and

WHEREAS, the Budget Commission of Hamilton County, Ohio, has certified its action thereon to the Montgomery City Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and what part thereof is without, and what part is within the ten-mill tax limitation.

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

SECTION 1. The rates, as determined by the Budget Commission in its certification, as set forth on the attached Schedule A, are hereby accepted.

SECTION 2. There is hereby levied on the City of Montgomery's tax duplicate the rate of each tax necessary to be levied without and within the ten-mill limitation, as detailed on attached Schedule A, which Schedule A is adopted by reference as if fully restated herein.

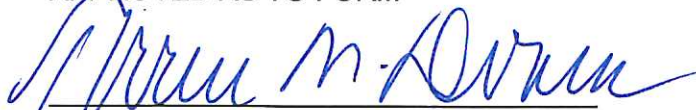
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED _____

ATTEST _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM



Terrence M. Donnellon, Law Director



County of Hamilton

DUSTY RHODES

AUDITOR

**COUNTY ADMINISTRATION BUILDING
138 EAST COURT STREET
CINCINNATI, OHIO 45202**

August 6, 2021

Katie Smiddy, Finance Director
City of Montgomery
10101 Montgomery Road
Cincinnati, Ohio 45242

Dear Ms. Smiddy:

The tax rates and estimated revenue shown below will be presented to the Budget Commission for approval on September 14, 2021.

The estimates have been prepared using approximately 97% of the current duplicate for real and public utility, and a conservative increase for new construction. Included in the estimates are all State reimbursements for the non-business and owner occupied credits, as well as the homestead exemption. Worksheets showing these calculations are enclosed for your reference.

Please review the tax rates and estimated revenues. If you have any questions, please contact Tammy Disque at 946-4210, by August 27, 2021.

<u>FUND</u>	<u>TAX LEVY</u>	<u>2022 ESTIMATED REVENUE</u>
General	4.50	\$2,934,000
Fire/EMS	11.55	5,604,979

Sincerely,

A handwritten signature in blue ink that reads "Dusty Rhodes".

**DUSTY RHODES, AUDITOR
HAMILTON COUNTY, OHIO**

DR/ek

GENERAL FUND

CURRENT TAX YEAR		2020		EFFECTIVE	RES/AG	EFFECTIVE	OTHER	FULL	PUPP	TANG PP	TAX	CALCULATION	
FULL RATE	RES/AG	OTHER	RATE	RES/AG	RATE	OTHER	RATE	RATE			TOTAL	TOTAL	
INSIDE	FACTOR	FACTOR	RES/AG	526,200,000	OTHER	110,400,000	FULL	10,700,000	0	647,300,000	TOTAL		
3.00	0.000000	0.000000	3.000000	1,578,600	3.000000	331,200	3.00	32,100	0	0	1,941,900	0	1,941,900
OUTSIDE													
1.50	0.000000	0.000000	1.500000	789,300	1.500000	165,600	1.50	16,050	0	0	970,950	0	970,950
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
1.50			1.500000	789,300	1.500000	165,600	1.50	16,050	0	0	970,950	0	970,950
TOTAL													
4.50			4.500000	2,367,900	4.500000	496,800	4.500000	48,150	0	0	2,912,850	0	2,912,850

GENERAL FUND

UPCOMING TAX YEAR		2021		EFFECTIVE	RES/AG	EFFECTIVE	OTHER	FULL	PUPP	TANG PP	TAX	CALCULATION	
FULL RATE	RES/AG	OTHER	RATE	RES/AG	RATE	OTHER	RATE	RATE			TOTAL	TOTAL	
INSIDE	FACTOR	FACTOR	RES/AG	529,700,000	OTHER	111,600,000	FULL	10,700,000	0	652,000,000	TOTAL		
3.00	0.000000	0.000000	3.000000	1,589,100	3.000000	334,800	3.00	32,100	0	0	1,956,000	0	1,956,000
OUTSIDE													
1.50	0.000000	0.000000	1.500000	794,550	1.500000	167,400	1.50	16,050	0	0	978,000	0	978,000
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
1.50			1.500000	794,550	1.500000	167,400	1.50	16,050	0	0	978,000	0	978,000
NEW LEVY													
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
TOTAL													
4.50			4.500000	2,383,650	4.500000	502,200	4.500000	48,150	0	0	2,934,000	0	2,934,000

TAX SUMMARY

	GENERAL FUND		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	1,956,000	0	1,956,000
OUTSIDE 10 MILL	978,000	0	978,000
TOTAL	2,934,000	0	2,934,000
Less Roll/Hmstd	333,711		333,711
Less PUPP Reimbursement	0		0
NET LEVY	2,600,289	0	2,600,289
STATE REIMBURSEMENTS	333,711	0	333,711
GROSS LEVY PROCEEDS	2,934,000	0	2,934,000

NEW CONSTRUCTION

	REAPPRAISAL	
	RES/AG	COMM/IND
RESAG	3,500,000	0.00
OTHER	1,200,000	0.00
PUPP	0	
PP	0	

REVENUE

Income Tax	2,275,000	TOTAL RESOURCES	22,992,509
Other local Taxes	0	TOTAL EXPENDITURES	12,579,392
Estate Tax	0		
Cigarette Tax	100	IGF - County	0
Liquor Tax	21,000	Financial Institutions	0
IGF - State	16,200	IGF - Revenue Assistance	0
	0	Library & IGF Revenue Asst	0
Grants	2,000		
Interest Income	210,000	REQUIRED TAX LEVY	10,413,117
Special Assessments	0		
Bldg & Construction Permits	100,000		
Charges for Services	324,770		
Fines, Licenses & Permits	59,175		
Miscellaneous	64,892		
Transfers In	500		
Advances	0		
TOTAL REVENUE	8,073,637		
BEGINNING CASH BALANCE	14,918,872		
TOTAL RESOURCES	22,992,509		

Real Estate - 0111	2,600,289
Personal Property - 0113	0
TPP Reimbursement - 0141	0
Rollback & Homestead - 0142	333,711
PUPP - Reimbursement - 0143	0
TOTAL TAX LEVY	2,934,000

GENERAL FUND		UPCOMING TAX YEAR		2021		RES/AG	EFFECTIVE RATE	OTHER	PUPP	TANG PP	TOTAL	TOTAL
NEW ESTIMATED DUPLICATE:		RES/AG	OTHER	RATE	RES/AG	529,700,000	3.000000	111,600,000	10,700,000	0	652,000,000	1,956,000
FULL RATE	RES/AG	OTHER	RATE	RES/AG	529,700,000	3.000000	111,600,000	FULL RATE			652,000,000	TOTAL
INSIDE	FACTOR	FACTOR	RES/AG									
3.00	0.000000	0.000000	3.000000	1,589,100	3.000000	334,800	3.00	32,100	0	1,956,000	0	1,956,000
OUTSIDE												
1.50	0.000000	0.000000	1.500000	794,550	1.500000	167,400	1.50	16,050	0	978,000	0	978,000
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
1.50			1.500000	794,550	1.500000	167,400	1.50	16,050	0	978,000	0	978,000
NEW LEVY												
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
TOTAL												
4.50			4.500000	2,383,650	4.500000	502,200	4.500000	48,150	0	2,934,000	0	2,934,000

TAX SUMMARY	GENERAL FUND		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	1,956,000	0	1,956,000
OUTSIDE 10 MILL	978,000	0	978,000
TOTAL	2,934,000	0	2,934,000
Less Roll/Hmstd	333,711		333,711
Less PUPP Reimbursement	0		0
NET LEVY	2,600,289	0	2,600,289
STATE REIMBURSEMENTS	333,711	0	333,711
GROSS LEVY PROCEEDS	2,934,000	0	2,934,000

NEW CONSTRUCTION	REAPPRAISAL
RESAG 3,500,000	RES/AG 0.00
OTHER 1,200,000	COMM/IND 0.00
PUPP 0	
PP 0	

REVENUE	TOTAL RESOURCES	TOTAL EXPENDITURES
Income Tax	7,275,000	12,579,392
Other local Taxes	0	
Estate Tax	0	
Cigarette Tax	100	
Liquor Tax	21,000	
LGF-State	16,200	
Grants	0	
Interest Income	2,000	
Special Assessments	210,000	
Bldg & Construction Permits	0	
Charges for Services	100,000	
Fines, Licenses & Permits	124,770	
Miscellaneous	59,175	
Transfers In	64,892	
Advances	500	
TOTAL REVENUE	8,073,637	
BEGINNING CASH BALANCE	14,918,872	
TOTAL RESOURCES	22,992,509	
LGF - County	0	
Financial Institutions	0	
LGF - Revenue Assistance	0	
Library & LGF Revenue Asst	0	
REQUIRED TAX LEVY	10,413,117	
Real Estate - 0111	2,600,289	
Personal Property - 0113	0	
TPP Reimbursement - 0141	0	
Rollback & Homestead - 0142	333,711	
PUPP - Reimbursement - 0143	0	
TOTAL TAX LEVY	2,934,000	

FIRE		CURRENT TAX YEAR 2020		EFFECTIVE RATE	RES/AG	EFFECTIVE RATE	OTHER	FULL RATE	PUPP	TANG PP	TAX CALCULATION TOTAL	TOTAL
FULL RATE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG	526,200,000	RATE OTHER	110,400,000			10,700,000	0	647,300,000	
INSIDE	0.00	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
OUTSIDE	5.55	0.473049	0.267893	2.924578	1,538,913	4.062194	448,577	5.55	59,385	0	2,046,875	2,046,875
	6.00	0.097589	0.087888	5.414466	2,849,092	5.472672	604,183	6.00	64,200	0	3,517,475	3,517,475
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0
	11.55			8.339044	4,388,005	9.535866	1,052,760	11.55	123,585	0	5,564,350	5,564,350
TOTAL				8.339044	4,388,005	9.535866	1,052,760	11.550000	123,585	0	5,564,350	5,564,350

FIRE		UPCOMING TAX YEAR 2021		RES/AG	OTHER	PUPP	TANG PP	TOTAL
FULL RATE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG	529,700,000	111,600,000	10,700,000	0	652,000,000
INSIDE	0.00	0.000000	0.000000	0	0.000000	0	0.00	0
OUTSIDE	5.55	0.473049	0.267893	2.924578	1,549,149	4.063194	453,452	5.55
	6.00	0.097589	0.087888	5.414466	2,868,043	5.472672	610,750	6.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
	11.55			8.339044	4,417,192	9.535866	1,064,203	11.55
NEW LEVY				8.339044	4,417,192	9.535866	1,064,203	11.550000
	0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00
TOTAL				8.339044	4,417,192	9.535866	1,064,203	11.550000

TAX SUMMARY	FIRE		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	0	0	0
OUTSIDE 10 MILL	5,604,979	0	5,604,979
TOTAL	5,604,979	0	5,604,979
Less Roll/Hmstd	242,946		242,946
Less PUPP Reimbursement	0		0
NET LEVY	5,362,034	0	5,362,034
STATE REIMBURSEMENTS	242,946	0	242,946
GROSS LEVY PROCEEDS	5,604,979	0	5,604,979

REVENUE	
Grant	0
Interest	24,500
EMS Fees	175,000
Fines, Licenses & Permits	0
Miscellaneous	0
Transfers In	0
Other Sources	45,604
TOTAL REVENUE	245,104
BEGINNING CASH BALANCE	10,444,322
TOTAL RESOURCES	10,689,426
TOTAL EXPENDITURES	4,336,490
REQUIRED TAX LEVY	-6,352,986
TOTAL TAX LEVY	5,604,979

Real Estate - 0111	5,362,034
Personal Property - 0113	0
TPP Reimbursement - 0141	0
Rollback & Homestead - 0142	242,946
PUPP - Reimbursement - 0143	0
TOTAL TAX LEVY	5,604,979

NEW CONSTRUCTION	REAPPRAISAL
RES/AG 3,500,000	RES/AG 0.00
OTHER 1,200,000	COHM/IND 0.00
PUPP 0	
PP 0	

ORDINANCE NO. _____, 2021

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONTGOMERY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022

WHEREAS, Council previously did approve and submit to the Budget Commission a Budget for revenues and expenses for the fiscal year commencing January 1, 2021 and ending December 31, 2022; and

WHEREAS, the proposed Budget has been accepted and approved, and Council does desire to appropriate funds according to the Budget to meet current expenses and other expenditures for the 2022 fiscal year.

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

SECTION 1. Commencing January 1, 2022 and for the fiscal year ending December 31, 2022, in order to provide for the current expenses and other expenditures of the City, the sums detailed on the attached Budget schedule are hereby appropriated as if such schedule is fully set forth herein.

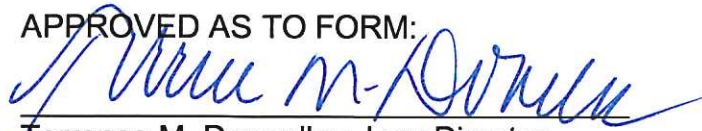
SECTION 2. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

Attachment to 2022 Appropriation Ordinance

General Fund		
101 Police Department	Personnel	3,600,677
	Nonpersonnel	422,800
	Total	\$4,023,477
106 Disaster Services	Personnel	0
	Nonpersonnel	9,300
	Total	\$9,300
201 Public Health and Welfare	Personnel	58,500
	Nonpersonnel	0
	Total	\$58,500
301 Recreation	Personnel	263,527
	Nonpersonnel	108,634
	Total	\$372,161
303 City Parks	Personnel	373,191
	Nonpersonnel	271,500
	Total	\$644,691
317 Swaim and Terwilliger Lodges	Personnel	0
	Nonpersonnel	67,700
	Total	\$67,700
321 Special Events	Personnel	0
	Nonpersonnel	134,000
	Total	\$134,000
405 Landmarks Commission	Personnel	0
	Nonpersonnel	14,250
	Total	\$14,250
406 City Beautiful	Personnel	0
	Nonpersonnel	152,263
	Total	\$152,263
407 Development	Personnel	383,360
	Nonpersonnel	715,200
	Total	\$1,098,560
408 Planning Commission	Personnel	0
	Nonpersonnel	10,400
	Total	\$10,400
409 Historical Building Operations	Personnel	0
	Nonpersonnel	48,900
	Total	\$48,900
701 City Administration	Personnel	622,781
	Nonpersonnel	34,900
	Total	\$657,681
702 Finance Department	Personnel	672,474
	Nonpersonnel	122,000

	Total	\$794,474
703 Legal Administration	Personnel	0
	Nonpersonnel	240,500
	Total	\$240,500
705 City Council	Personnel	17,914
	Nonpersonnel	13,300
	Total	\$31,214
707 Mayor's Court	Personnel	32,372
	Nonpersonnel	76,908
	Total	\$109,280
708 Civil Service Commission	Personnel	0
	Nonpersonnel	5,150
	Total	\$5,150
709 Public Works Administration	Personnel	611,526
	Nonpersonnel	203,700
	Total	\$815,226
712 Community and Information Services	Personnel	492,212
	Nonpersonnel	140,000
	Total	\$632,212
715 General Government	Personnel	10,000
	Nonpersonnel	7,091,800
	Total	\$7,101,800
Total General Fund Transfers/Cash Advances Out		5,002,550
Total General Fund	Personnel	7,138,533
	Nonpersonnel	9,883,205
	Total	17,021,738

Special Revenue Funds

219 Community Oriented Policing Solutions	Personnel	187,248
	Nonpersonnel	3,650
	Total	\$190,898
220 Law Enforcement Assistance Fund	Personnel	1,000
	Nonpersonnel	0
	Total	\$1,000
223 Fire Department	Personnel	3,784,885
	Nonpersonnel	438,171
	Total	\$4,223,056
261 Street Maintenance and Repair	Personnel	744,704
	Nonpersonnel	357,425
	Total	\$1,102,129
209 Memorial Fund	Personnel	0
	Nonpersonnel	41,000
	Total	\$41,000
210 Parks & Recreation	Personnel	0
	Nonpersonnel	500

	Total	\$500
215 Law Enforcement	Personnel	0
	Nonpersonnel	86,500
	Total	\$86,500
216 Drug Enforcement	Personnel	0
	Nonpersonnel	400
	Total	\$400
217 DUI Enforcement and Education	Personnel	0
	Nonpersonnel	10,500
	Total	\$10,500
218 Mayor's Court Technology Fund	Personnel	0
	Nonpersonnel	13,903
	Total	\$13,903
221 Coronavirus Relief Fund	Personnel	0
	Nonpersonnel	346,285
	Total	\$346,285
227 Environmental Impact Area I	Personnel	0
	Nonpersonnel	8,000
	Total	\$8,000
228 Environmental Impact Area II	Personnel	0
	Nonpersonnel	20,150
	Total	\$20,150
229 Environmental Impact Area III	Personnel	0
	Nonpersonnel	10,000
	Total	\$10,000
230 Environmental Impact Area IV	Personnel	0
	Nonpersonnel	5,000
	Total	\$5,000
265 State Highway Fund	Personnel	0
	Nonpersonnel	42,000
	Total	\$42,000
266 Permissive MVL Fund	Personnel	0
	Nonpersonnel	77,000
	Total	\$77,000
275 Municipal Pool	Personnel	0
	Nonpersonnel	271,605
	Total	\$271,605
485 Arts and Amenities	Personnel	0
	Nonpersonnel	96,750
	Total	\$96,750
Total Special Revenue Funds	Personnel	4,717,837
	Nonpersonnel	1,828,839
	Total	6,546,676

Debt Service Funds

324 General Bond Retirement	Personnel	0
	Nonpersonnel	505,193
	Total	\$505,193
328 Reserve Bond Retirement	Personnel	0
	Nonpersonnel	3,000
	Total	\$3,000
329 Montgomery Quarter TIF Fund	Personnel	0
	Nonpersonnel	666,293
	Total	\$666,293
331 Vintage Club TIF Fund	Personnel	0
	Nonpersonnel	2,289,883
	Total	\$2,289,883
332 Vintage Club North TIF Fund	Personnel	0
	Nonpersonnel	283,606
	Total	\$283,606
Total Debt Service Funds	Personnel	0
	Nonpersonnel	3,747,975
	Total	3,747,975

Capital Projects Funds

410 Capital Improvements	Personnel	0
	Nonpersonnel	4,568,355
	Total	\$4,568,355
460 Urban Redevelopment Fund	Personnel	0
	Nonpersonnel	165,000
	Total	\$165,000
461 Triangle Equivalent TIF Fund	Personnel	0
	Nonpersonnel	170,222
	Total	\$170,222
463 Vintage Club Capital Construction Fund	Personnel	0
	Nonpersonnel	301,200
	Total	\$301,200
464 Montgomery Quarter Construction Fund	Personnel	0
	Nonpersonnel	1,500,000
	Total	\$1,500,000
480 Downtown Improvements	Personnel	0
	Nonpersonnel	300,550
	Total	\$300,550
Total Capital Projects Funds	Personnel	0
	Nonpersonnel	7,005,327
	Total	7,005,327

Fiduciary Funds

875 Compensated Absence	Personnel	75,000
	Nonpersonnel	0
	Total	\$75,000

546 Trust Reimbursements	Personnel	0
	Nonpersonnel	100,000
	Total	\$100,000
601 State Fees	Personnel	0
	Nonpersonnel	20,000
	Total	\$20,000
840 Cemetery Expendable Trust	Personnel	0
	Nonpersonnel	64,850
	Total	\$64,850
890 Unclaimed Moneys Fund	Personnel	0
	Nonpersonnel	1,000
	Total	\$1,000
Total Fiduciary Funds	Personnel	75,000
	Nonpersonnel	185,850
	Total	260,850
<hr/>		
Total All Funds		
	Personnel	11,931,370
	Nonpersonnel	22,651,196
	Total	34,582,566

RESOLUTION NO. , 2021

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
FISCAL YEAR 2022 BETWEEN THE CITY AND THE HAMILTON COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

WHEREAS, the Hamilton County Transportation Improvement District (“HCTID”) is a Transportation Improvement District created by R.C. Chapter 5540; and

WHEREAS, HCTID is authorized by R.C. Chapter 5540 to finance and to construct improvements to public roadways; and

WHEREAS, the City has applied to the HCTID to assist in funding work for the Pfeiffer Road and Deerfield Road Roundabout Project (“Project”); and

WHEREAS, the City has been approved for a grant for right-of-way acquisition and project construction support by the HCTID for fiscal year 2022 in the amount of \$400,000; and

WHEREAS, state law requires that there be an Intergovernmental Agreement between the City and HCTID as a condition for funding, which Intergovernmental Agreement acknowledges that the City and HCTID will cooperate to co-administer and co-manage the Project; and

WHEREAS, HCTID has asked that the Council authorize this Agreement to be executed by the City Manager to enable HCTID to provide the appropriate HB 74 funding for fiscal year 2022 for the 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 execute the attached Intergovernmental Agreement by and between the City and the Hamilton County Transportation Improvement District to co-administer and co-manage the Pfeiffer Road and Deerfield Road Roundabout Project. It is understood and agreed that by executing this Intergovernmental Agreement, the City will be eligible for HCTID HB 74 funding up to the amount of \$400,000 as reimbursement for right-of-way and construction work for the Project during fiscal year 2022.

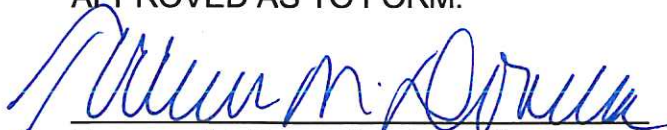
SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

**INTERGOVERNMENTAL
AGREEMENT
2021-01**

By and Between

CITY OF MONTGOMERY, OHIO

And

THE HAMILTON COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[Pfeiffer Road and Deerfield Road Roundabout Project: Construction Work Phase]

Dated as of September 10, 2021

INTERGOVERNMENTAL AGREEMENT 2021-01

This Intergovernmental Agreement 2021-01 (this "Agreement") is made and entered into effective as of September 10, 2021 (the "Effective Date"), by and between the CITY OF MONTGOMERY, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio, and its Charter (the "CITY"), acting through its Council (the "Council"), and the HAMILTON COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district created pursuant to ORC Chapter 5540 (the "HCTID").

Recitals:

A. The HCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.

B. These projects, as contemplated by ORC Chapter 5540, include transportation and infrastructure improvement projects that involve a coordinated, cooperative, multi-jurisdictional approach towards project integration, development, design and construction, land use planning, environmental stewardship, financial strategy implementation, economic development and public-private partnership opportunities to advance the projects in an innovative, efficient and cost effective manner.

C. The exercise by the HCTID of authority, pursuant to ORC Chapter 5540, is an essential governmental function and contributes to the improvement of the prosperity, health, safety, and welfare of the people of Hamilton County, Ohio (the "County"), and various political subdivisions therein, including, but not limited to, the CITY, and of the State of Ohio (the "State") and is consistent with and will promote industry, commerce, distribution, and research activity in the County, and certain political subdivisions therein, including, but not limited to, the CITY, and the State

D. The HCTID is continually striving to further develop, revisit and refine its efforts, goals and functions, as it continues to serve as an active force to support, facilitate and effectuate transportation improvements, initiatives and policy, coordinated and integrated with economic development efforts, through a collaborative effort on behalf of the County and other local jurisdictions within the County, including, but not limited to, the CITY, and, as appropriate, in coordination and collaboration with the Ohio Kentucky Indiana Council of Governments or "OKI" (hereinafter defined), the State of Ohio/Ohio Department Of Transportation or "ODOT" (hereinafter defined), the Ohio Public Works Commission or "OPWC" (as hereinafter defined), federal agencies and the congressional delegation.

F. In this regard, the HCTID and the CITY intend to coordinate and collaborate, as appropriate, relating to certain transportation and infrastructure project development, implementation and funding, involving a joint project between the HCTID and the CITY respectively referred to or known as: the *Pfeiffer Road and Deerfield Road Roundabout Project*, in collaboration and conjunction with the City of Montgomery and ODOT, consists of replacing the existing 4-way stop with an urban single lane roundabout, intended to mitigate congestion at

this intersection by creating more efficient flow of traffic, provide a safer intersection and support economic growth at Tri-Health Bethesda North Hospital, including the 135,000 square foot Thomas Comprehensive Care Center, and construction of an additional 16,500 square feet of enhanced Cardiology/Cath labs, and an additional 5,000 square feet for support services and amenities, as further set forth and described on project plans and documents on file with the CITY, the HCTID, OKI and ODOT Office of Jobs & Commerce (referred to hereafter as the "Project" and as hereinafter defined), and which Project furthers transportation improvements and community and economic development objectives supported by the HCTID and the CITY.

G. The total Project Costs are currently estimated to be in an amount of \$2,540,890.00, with secured and targeted funding for Project Costs as set forth and described in Exhibit A "*Project Costs Funding Summary*," attached hereto and made part hereof.

H. The HCTID successfully submitted a funding application to ODOT, in coordination with the CITY, securing partial funding of a portion of the Project construction work (referred to as the "Construction Work," as hereinafter defined) through an ODOT Jobs & Commerce HB 74 TID State Fiscal Year 2022 grant. Per the terms of this Agreement and the related HCTID HB74 FY22 Funding Agreement between the HCTID and ODOT (hereinafter defined), the HCTID intends to make available the HCTID HB 74 FY22 Funding, as part of this joint project, to assist in advancing and funding a portion of the Construction Work and, more specifically, to provide funding to the CITY, in a total amount not to exceed \$400,000.00, for reimbursement of eligible costs as determined by ODOT that the CITY advances for the Construction Work performed. The Parties acknowledge and agree that securing the total Project Costs ultimately required for the Project Work will be the primary and sole responsibility of the CITY. The HCTID will provide the allocation of HCTID HB74 Funding, through and in coordination with ODOT Office of Jobs & Commerce, on a reimbursement basis and as further provided for herein.

I. The CITY and HCTID, in coordination and collaboration with the Hamilton County Engineer's Office ("HCEO"), will jointly administer the Construction Work and share in project management responsibilities.

NOW, THEREFORE, in consideration of the promises and the mutual representations and agreements in this Agreement, the CITY and the HCTID acknowledge and agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Other Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"*Business Day*" means any day other than a Saturday, Sunday, or legal holiday.

"*CITY Pledged Amount*" means under this Agreement the CITY's commitment to provide funding in the amount of \$400,000.00 for costs incurred to advance a portion of the required Construction Work, to be paid from its available revenue sources, with such

eligible Construction Work costs and expenses to be reimbursed, as determined/approved by ODOT, from the HCTID HB 74 FY22 Funding. The CITY also acknowledges and agrees that it is solely responsible for procuring any additional funding required for the other Project Costs, including the remainder of the Construction Work.

“Construction Work” means the work required, and direct costs incurred, to construct the Project, including the actual construction of the Project roadway improvements, provided through a construction services contract as bid and awarded to a construction services firm by the CITY, in coordination with the HCTID, which is in compliance with Section 7. Federal Requirements of the HB 74 FY22 Funding Agreement attached hereto as Exhibit B. for federally funded projects and that is being administered jointly with the HCTID as further set forth herein.

“Council” means the City Council of the CITY.

“Day” means a calendar day, unless specifically designated as a Business Day.

“FY22” means State Fiscal Year 2022.

“HCTID HB 74 FY22 Funding” means grant funding specifically allocated to the HCTID by ODOT, in the amount of \$400,000.00 for eligible Project Costs, to wit: the Construction Work, and for use, on a reimbursement basis, in FY22 per the funding agreement between the HCTID and ODOT, on file with the HCTID and ODOT.

“HB 74 FY22 Funding Agreement” means the agreement between ODOT and the HCTID, specifically in relation to the HCTID HB 74 FY22 Funding award procured by the HCTID and administered through the ODOT Office of Jobs and Commerce, on file with the HCTID and ODOT.

“OKI” means the Ohio Kentucky Indiana Regional Council of Governments, which awarded Congestion Mitigation & Air Quality funding for a portion of the Projects Costs for which the CITY is providing the required local share match cost funding.

“ODOT” means the Ohio Department of Transportation, an agency of the State and including its Office of Jobs and Commerce, specifically in relation to the HCTID HB 74 FY22 Funding.

“ORC” means the Ohio Revised Code, as the same may be amended from time to time.

“Party” means, individually, either the CITY or the HCTID; and *“Parties”* means, collectively, the CITY and the HCTID.

“Project” means the *“Pfeiffer Road and Deerfield Road Roundabout Project,”* which has the meaning given to such term in Recital F. and as further described and set forth in project documents on file with the CITY, the HCTID, and ODOT Office of Jobs & Commerce and as set forth and described in Exhibit A *“Project Costs Funding Summary.”*

“Project Costs” means for purposes of this Agreement the costs required to complete the Project Work, including, but not limited to, for the Construction Work, and further the cost of the Construction Work is payable, in part, from the HCTID HB 74 FY22 Funding allocation in an amount not to exceed \$400,000.00, subject to approval by ODOT, and as further discussed herein.

“Project Cost Item” or “Project Cost Items” means the eligible activities, services and/or work items performed to complete the Construction Work and for which costs are incurred and approved by the CITY and the HCTID, to be paid for by the CITY Pledged Amount and HB 74 FY22 Funding facilitated by the HCTID, as further set forth herein.

“Project Funding” means sources of funding for paying the Project Costs to complete the Project, including, but not limited to, the CITY Pledged Amount, any other funding pledged, acquired or debt incurred by the CITY to fund the Project Work, including the HCTID HB 74 FY22 Funding for the Construction Work; OKI Congestion Mitigation & Air Quality funding; and ODOT Highway Safety Improvement Program funding.

“Project Work” means the Project activities, services, acquisition and/or work items for completing the Project, through construction, including, but not limited to, the Construction Work.

“State” means the State of Ohio.

“Term” has the meaning given to such term in Section 4.01.

“Trustees” means the Board of Trustees of the HCTID.

Section 1.02. Exhibits.

(a) The following Exhibits are attached to and made a part of this Agreement:

Exhibit A “Project Costs Funding Summary”

Exhibit B “Section 7. Federal Requirements”

Section 1.03. References to Parties. Any reference in this Agreement to the CITY or Council, the Trustees or the HCTID, or to any officers of the CITY or the HCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the CITY or the HCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

- (a) The CITY and the HCTID explicitly acknowledge and agree:
 - i) to act as co-administrators and managers of the Project, including overseeing the performance of the Construction Work, in accordance with applicable law and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the HCTID, HCEO and, as appropriate, ODOT and as provided for herein.

- ii) to take such action and provide the necessary funding, including the CITY Pledged Amount and HCTID HB 74 FY22 Funding, and as otherwise agreed upon by the Parties, to facilitate, fulfill and deliver the Construction Work, as committed herein.
 - iii) to arrange in coordination and cooperation with the HCEO for a schedule of Project Work sessions to, to be held on a bi-weekly basis or as the Parties otherwise determine is appropriate and necessary, so as to coordinate and review the progress of the Construction Work and related Project issues by and among the HCTID and the CITY, and any other parties the CITY and the HCTID deem appropriate. The HCTID, with assistance of the HCEO, shall provide input and advice regarding the Construction Work. The CITY and the HCTID shall, at such appropriate times, conduct concurrent reviews through its designated Project representatives of any related eligible consultant or contractor invoices to be submitted for reimbursement from the HCTID HB 74 FY22 Funding as determined and approved by ODOT. The Parties acknowledge and agree that any change orders that they may request or believe appropriate to the Construction Work, requiring additional funding and work by an appropriate contractor, and thus related changes to an related contractor agreement with the CITY, shall be approved and authorized, in writing, by the CITY and the HCTID prior to any such changes or additional work or cost under such agreement and authorization for an appropriate consultant or contractor to proceed. The CITY explicitly acknowledges and agrees that its construction services contract with an appropriate contractor complies with or will be modified to comply with the "Section 7. Federal Requirements" set forth in Exhibit B attached hereto or thereby represent and warrant to the HCTID that the same, equivalent provisions containing these "Federal Requirements" are currently contained or will be contained in its construction services contract with the appropriate contractor.
- (b) The CITY explicitly agrees to provide to the HCTID, in a timely fashion, but not more than 30 days from date of payment following review under 2.02 (a), paid invoices for Construction Work costs including eligible consultant or contractor services provided to the CITY for Construction Work and proof of payment by the CITY of such invoices. In the event the HCTID does not receive sufficient information from the CITY to seek HCTID HB 74 FY22 Funding reimbursement from ODOT, the HCTID will notify the CITY in writing, by both facsimile transmission and via electronic mail, that it has not received the requisite information and the CITY will provide such information as reasonably required within 7 business days, so as to facilitate and not unduly delay the reimbursement payment process.
- (c) The HCTID explicitly agrees to provide the CITY with the HCTID HB 74 FY22 Funding specifically allocated to and as received by the HCTID from ODOT for reimbursement of approved and eligible costs incurred in performance of the Construction Work, in a total amount not to exceed \$400,000.00, pursuant to and in accordance with the HB 74 FY22 Funding Agreement and subject to approval

by ODOT and the actual receipt by the HCTID of the payments from ODOT. The HCTID shall direct said reimbursement payments to such account as instructed, in writing, by the CITY. The CITY shall provide the HCTID with such instructions within 15 business days of the execution of this Agreement.

- (d) The CITY and the Council explicitly acknowledge and agree:
 - i) to act as co-administrators and managers of the Project with the HCTID, including overseeing the performance of the Construction Work, in accordance with applicable law and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the HCTID, HCEO and, as appropriate, ODOT and as provided for herein.
 - ii) to take such action and provide the necessary funding, including the CITY Pledged Amount or as otherwise agreed upon by the Parties, to facilitate, fulfill and deliver the Construction Work, as committed herein.
- (e) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.02. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the CITY or the HCTID is and shall at all times be an independent Consultant, free and clear of any dominion or control by the other Party, except as specifically provided herein. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either the CITY or the HCTID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.03. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent

authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the CITY or any member of the Council or the HCTID or any member of the HCTID Board of Trustees, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.04. No Third Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the Parties. The Parties represent that they have the full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the Council and the Trustees, and this Agreement, when executed and delivered by the Council and the Trustees, will constitute a legal, valid, and binding obligation of the CITY and the HCTID.

Section 3.02. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.03. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.04. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.05. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this

Agreement shall be for the period from and after September 10, 2021 to and including June 30, 2022 (the "Term").

Section 4.02. Termination. So long as any amount of the Construction Work is outstanding and unpaid, this Agreement shall not be terminated. If no Construction Work is outstanding or the HB74 FY22 Funding has been expended towards supplemental payment of eligible Project Costs and related requirements have been met, this Agreement may terminate, prior to the expiration of the Term, upon the mutual agreement of the Parties to terminate this Agreement.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
- (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the HCTID pursuant to this Agreement shall be sent to the HCTID at the following address:

The Hamilton County Transportation Improvement District
Attn: Eric Beck, P.E. /P.S., Secretary/Treasurer
138 East Court Street
Cincinnati, Ohio 45202
Phone: (513) 946-4287
Facsimile: (513) 946-8903
Electronic Mail: eric.beck@hamilton-co.org

- (c) All notices to be given to the CITY pursuant to this Agreement shall be sent to the CITY at the following address:

City of Montgomery
Attn: Brian Riblet
City Manager
10101 Montgomery Road
Montgomery, OH 45242
Phone: (513) 792-8319
Facsimile: (513) 469-1525
Electronic Mail: briblet@ci.montgomery.oh.us

- (d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

CITY:

HCTID:

THE CITY OF MONTGOMERY,
HAMILTON COUNTY, OHIO

THE HAMILTON COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT

By: _____

By: _____

Title: _____

Secretary-Treasurer

Approved as to form.
[Signature]
Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of City of Montgomery, Hamilton County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the City of Montgomery for the year 2021 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of City of Montgomery or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. Pursuant to ORC § 5705.44, the Fiscal Officer of the City of Montgomery covenants that any requirement herein of an expenditure of the City of Montgomery money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC § 5705.41 and § 5705.44.

Dated: _____, 2021

_____, Fiscal Officer
CITY OF MONTGOMERY, OH

EXHIBIT A

“Project Costs Funding Summary”

PE	\$ 191,190
DD	\$ 249,700
RW	\$ 500,000
CO	<u>\$ 1,600,000 (Includes the HCTID HB 74 FY22 Funding of \$400,000)</u>
TPC*	\$2,540,890
*Total Project Cost	

EXHIBIT B

“Section 7. Federal Requirements”

ODOT *“Section 7.”* language, to be made part of any construction services contract, reads as follows:

7. FEDERAL REQUIREMENTS

If applicable, during the performance of this Agreement, the consultant/contractor, for itself, its assignees, and successors in interest agrees as follows:

7.1 The consultant/contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.2 The consultant/contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant/contractor will, in all solicitations or advertisements for employees placed by or on behalf of TID, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

7.3 **Compliance with Regulations:** The consultant/contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

7.4 **Nondiscrimination:** The consultant/contractor, with regard to the work performed by it during

the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant/contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.5 Solicitations for the consultant/contractor, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the consultant/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the consultant/contractor of the consultant/contractor's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

7.6 Information and Reports: The consultant/contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a consultant/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the consultant/contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.7 Sanctions for Noncompliance: In the event of the consultant/contractor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the consultant/contractor under the Agreement until the consultant/contractor complies, and/or
- b) Cancellation, termination or suspension of the Agreement, in whole or in part.

7.8 Incorporation of Provisions: The consultant/contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The consultant/contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the consultant/contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the consultant/contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the consultant/contractor may request the United States to enter into the litigation to protect the interests of the United States.

If applicable, then during the performance of this Agreement, the consultant/contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252)

- (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and consultant/contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 200ff)

ORDINANCE NO. , 2021

**AN ORDINANCE APPROVING A PLANNED DEVELOPMENT OVERLAY
FOR PROPERTY OWNED BY TWIN LAKES LOCATED ON
MONTGOMERY ROAD AT SCHOOLHOUSE LANE**

WHEREAS, Twin Lakes has applied to the City to approve a General Development Plan and Planned Development Overlay for property owned by Twin Lakes on Montgomery Road at Schoolhouse Lane, being Hamilton County Auditor's parcel number 603-0008-0524, to enable it to construct thirty (30) residential units in a multi-family development of three (3) flat style buildings with a community room and amenity space for residents of the Twin Lakes Senior Living Community, as more specifically detailed on the Concept Plans attached hereto; and

WHEREAS, the Planning Commission in a meeting July 19, 2021 did approve the General Development Plan, a copy of which is attached hereto, and recommended approval of the Planned Development Overlay with a List of Conditions and Exhibits, a copy of which is attached hereto; and

WHEREAS, after appropriate notice, Council did hold a public hearing on September 1, 2021 to review Planning Commission's recommendation, and Council did accept the recommendation and moved that this matter be placed upon the legislative Agenda for further consideration.

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

SECTION 1. The Planned Development Overlay and the General Development Plan, attached hereto as Exhibit A, as recommended by the Planning

Commission for the property owned by Twin Lakes at the intersection of Montgomery Road and Schoolhouse Lane, being Hamilton County Auditor's parcel number 603-0008-0524, are hereby approved, subject to the Statement of Conditions and Exceptions as outlined in more detail on the attached Exhibit B.

SECTION 2. The Community Development Director is hereby directed to make a change in the zoning map for the City of Montgomery to reflect the approval of this Planned Development Overlay and the General Development Plan for the Twin Lakes site.

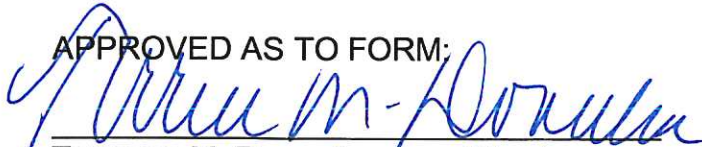
SECTION 3. This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

EXHIBIT A



**General Development Plan
Schoolhouse Lane**

July 19, 2021

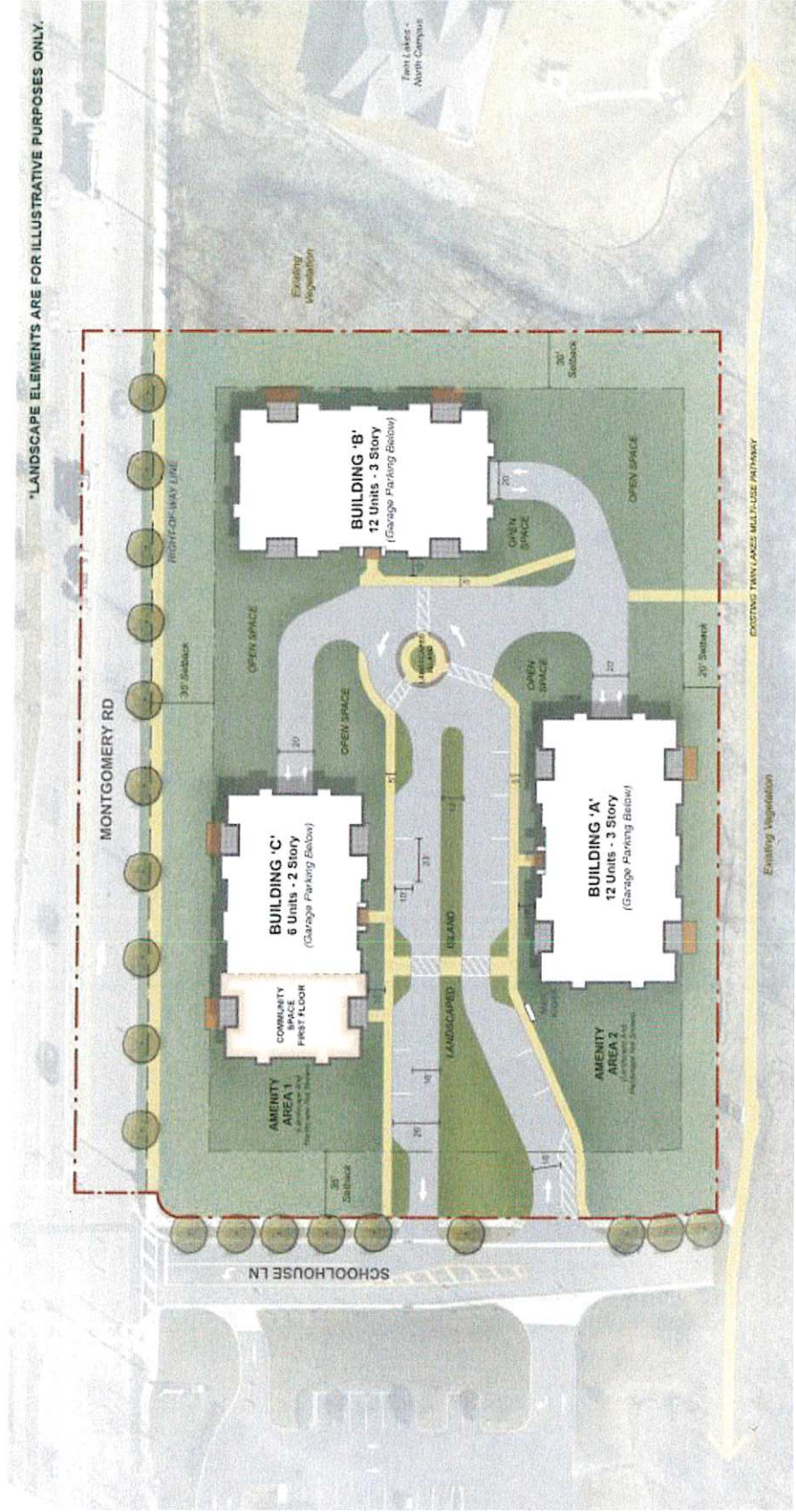


Introduction



- Twin Lakes (TL) is in agreement with the Staff Report.
- The proposed development is in line with the Comprehensive Community Plan as stated in the Staff Report.
- The PUD application and GDP meets the general standards outlined in the zoning code, section 151.1306(d) which are the standards to be applied by the Planning Commission in review.
- TL desires to expand it's mission with the addition of 30 Flats located in 3 multi-story buildings at our property on Schoolhouse Lane in Montgomery.
- Current proposed plan is the result of over 18 months of work which included negative feedback on a former townhome design, additional market study, focus groups as well as a proof of concept meeting with the Planning Commission.
- TL thinks the application before the Planning Commission is the best and highest use for this parcel based current market demand factors.

Site Plan



Scale 1" = 50'



TWIN LAKES - SCHOOL HOUSE LANE DEVELOPMENT
 Planned Development & General Development Plan
 July 2021



Site Plan Observations



- Proposed PUD overlay district allows for the most creativity, flexibility and efficiency in design.
- The proposed development acreage far exceeds the minimum required land area for a PUD of 2 acres.
- Perimeter setbacks meet or exceed underlying zoning requirements on all sides except the eastern property line which is buffered by the TL walking path and sanitary sewer easement. Due to easements an effective set-back of 60 ft. +/- is created which exceeds the minimum underlying zoning requirement.
- The amenity and open spaces are planned to be park like in nature.
- Building C located on Montgomery Road is less intense with only 2 stories. Buildings A and B are 3 stories.

Mission



- Life Enriching Communities is a not-for-profit organization committed to the belief that everyone deserves the opportunity to live their best life.
- We provide exceptional everyday experiences in Christian community by:
 - Creating associate experiences that support, engage and empower
 - Delivering resident and customer experiences that exceed expectations
 - Setting and surpassing standards for quality and safety
 - Growing consistently in service and value
 - Producing expanded resources to extend our impact
- Benevolent Care – 2020 Total - \$1.6 million. Through May 2021 - \$829 K.

Key Market Demand & Demographic Statistics



- Twin Lakes currently has over 100 Diamond Club members on a waiting list.
- An additional 145 qualified leads through 6/30 to supplement active lead base of over 2,000 prospects.
- Through June 30th, TL experienced over 32,000 clicks to our collection of Twin Lakes web pages.
- Projected Total population growth 75+ population from 2021-2026 is 2,095 (9.4%). Compared to Total All Population of 4,078 (1.3%).**
- 75+ population is growing at over 7 times faster than the overall population and makes up over half of the total population growth.

** Source – Claritas Pop-Facts Premier 2021 using Twin Lakes PMA of 16 zip codes.

EXHIBIT B

Twin Lakes – 10120 Montgomery Road STATEMENT OF CONDITIONS & EXCEPTIONS ESTABLISHED AS THE STANDARDS IN THE PLANNED DEVELOPMENT DISTRICT

July 7, 2021

General Conditions for the PD

1. The sidewalks along Montgomery Road shall be 7' in width and the final design shall be approved by the Public Works Director. (Matching the recent Twin Lakes Villa project)
2. Proposed development to utilize the existing curb cut on Schoolhouse Lane for the entry drive, while creating a second curb cut for exiting.
3. There will be a minimum of 0.7 acres of open space as designated on the General Development Plan submitted by Twin Lakes.
4. There will be 30 dwelling units maximum as designated on the General Development Plan submitted by Twin Lakes.
5. Buildings labelled 'A' and 'B' will be three stories tall while Building 'C' will be two stories tall as designated on the General Development Plan submitted by Twin Lakes.
6. In addition to standard Hamilton County storm water management plans, the applicant will adhere to the following:
 - a. Will adhere to Ohio EPA post construction runoff guidelines;
 - b. Develop storm water pollution prevention plans as required by the Ohio EPA;
 - c. Adhere to Section 401 of the Clean Water Act as administered by OEPA.
 - d. Twin Lakes will work with City Engineer to determine the best management practices that will be used to address NPDES Phase II regulations.

Residential D-3 District

The regulations for the D-3 zoning district will apply, with the following conditions and variations:

1. Buildings shall be set back from the right-of-way of Montgomery Road and Schoolhouse Lane a minimum of 35'.
2. A minimum landscaped buffer yard of 30' shall be maintained along Montgomery Road.
3. A minimum buffer yard of 30' shall be maintained along the north property line.
4. A buffer yard of 20' shall be maintained along the east property line.
5. Porches, covered or uncovered patios and balconies may encroach a maximum of 10' into any required buffer yard.
6. Fences up to a 6.25' in height shall be permitted to separate patio spaces in the front yard along Montgomery Road provided they are perpendicular to Montgomery Road.
7. Bay windows, roof overhangs, chimneys, and architectural features may extend 5' into the buffer yards.

8. Below grade window wells and/or stairwells with or without guardrails can extend into the buffer yards by a maximum of 5'.
9. Impervious surfaces shall not exceed what is generally shown on the general development plan submitted by Twin Lakes, with an overall ratio maintained no greater than 70% impervious surfaces of the developable acreage 3.3439 acres which is 2.34 acre.
10. No dumpsters shall be allowed except as permitted by the Zoning Code in residential districts
11. Any proposed lighting shall be in compliance with the regulations of the underlying zoning district.
12. The following accessory structures and uses shall be permitted in Amenity Areas 1 and 2: benches, trellises, pergolas, patios, hardscape, and landscaping.
13. The following uses shall only be permitted in Amenity Area 2 or General Open Space: pickleball court, shuffleboard, bocce ball or other similar games provided these uses maintain a minimum setback of 35' from Schoolhouse Lane.

RESOLUTION NO. , 2021

**A RESOLUTION AUTHORIZING A DEBT COLLECTION AGREEMENT
WITH THE OHIO ATTORNEY GENERAL**

WHEREAS, from time to time, the City accumulates certain delinquent debts for taxes, fines and other penalties which become difficult to efficiently collect; and

WHEREAS, the Ohio Attorney General, under the authority of ORC § 131.02, is authorized by statute to contract with various political subdivisions to assist them in collecting delinquent debts; and

WHEREAS, the Ohio Attorney General has proposed the attached Delinquent Debt Collection Agreement ("Collection Agreement") to the City to allow the City to utilize the services of the Ohio Attorney General's Office to collect delinquent debts; and

WHEREAS, the cost of such collection by statute and in accordance with the Collection Agreement are added to the underlying delinquency to be paid by the debtor; and

WHEREAS, the Administration has recommended that the City enter into such Agreement with the Ohio Attorney General's Office.

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

SECTION 1. The City Manager is authorized to execute the attached Delinquent Debt Collection Agreement between the City and the Ohio Attorney General, and to authorize the Director of Finance to certify debts to, and to manage collections with, the Ohio Attorney General's Office.

SECTION 2. This Collection Agreement shall remain in full force and effect until otherwise terminated by the City Manager working in cooperation with the Director of Finance.

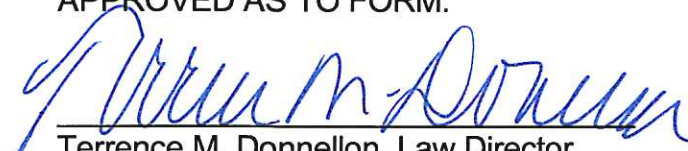
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

30 E Broad St, 14th Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

I. PARTIES

- 1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and _____ ("Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and _____ of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1 Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2 The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1 Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1 Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By:

Lucas Ward
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

A large, empty rectangular box with a black border, intended for the user to list the types of debts they will be certifying to the Attorney General's Office.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by _____ ,
on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

Date _____

Date _____

Date _____

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

Date _____

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward
Section Chief

Date

RESOLUTION NO. , 2021

RESOLUTION DELEGATING AUTHORITY TO MAKE DECLARATIONS OF OFFICIAL INTENT AND ALLOCATIONS WITH RESPECT TO REIMBURSEMENTS OF TEMPORARY ADVANCES DURING FISCAL YEARS 2021 AND 2022 MADE FOR CAPITAL IMPROVEMENTS TO BE MADE FROM SUBSEQUENT BORROWINGS FOR THE MONTGOMERY QUARTER REDEVELOPMENT PROJECT (FORMERLY KNOWN AS THE GATEWAY REDEVELOPMENT PROJECT)

WHEREAS, Treasury Regulation §1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any

such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the Reimbursement Regulations provide that an Issuer may delegate the authority for making such Declarations of Official Intent and Allocations to one or more individuals; and

WHEREAS, this Council wishes to ensure compliance with the Reimbursement Regulations.

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

SECTION 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the City for such payments. "To allocate" means to make such an allocation.

"Authorized Officer" means City Manager or Director of Finance of the City and any persons with authority at the time to exercise functions of those offices.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the City intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means either a governmental unit that is reasonably expected to

issue Obligations or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

"Reimbursement" means the restoration to the City of money temporarily advanced from other funds, including moneys borrowed from other sources, of the City to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures.

"To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the City for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the City.

"Reimbursement Regulations" means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the City for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2. Declaration of Official Intent.

(a) The City declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the City or other governmental issuer in the maximum principal amount, for such Reimbursements, of \$20,000,000; and

(b) The Capital Expenditures made in fiscal years 2021 and 2022 to be reimbursed are to be used for design and engineering, site preparation, construction of public infrastructure improvements, and related costs for the Montgomery Quarter Redevelopment Project (formerly known as the Gateway Redevelopment Project).

SECTION 3. Reasonable Expectations. The City does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed) to be reserved, allocated on a long-term basis, or otherwise set aside by the City or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).


SECTION 4. Open Meeting. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:


Terrence M. Donnellon, Law Director

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

City of Montgomery
City Council Work Session Minutes
September 22, 2021

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager/Acting Comm. Dev. Dir.
John Crowell, Police Chief
Gary Heitkamp, Public Works Director
Paul Wright, Fire Chief
Matthew Vanderhorst, Community and Information Services Dir.
Amy Frederick, Community and Engagement Coordinator
Connie Gaylor, Clerk of Council

City Council Members Present

Chris Dobrozsi, Mayor
Vice Mayor Margolis
Mike Cappel
Ron Messer
Lynda Roesch
Ken Suer

City Council Members Absent

Lee Ann Bissmeyer

City Council convened its Work Session for September 22, 2021 at 7:00 p.m. in City Council Chambers with Mayor Dobrozsi presiding.

ROLL CALL

Mayor Dobrozsi asked for a roll call.

The roll was called with all members present except Mrs. Bissmeyer.

Mayor Dobrozsi explained that Mrs. Bissmeyer was ill. He asked for a motion to excuse her absence.

Mr. Cappel made the motion to excuse Mrs. Bissmeyer. Vice Mayor Margolis seconded. City Council unanimously agreed.

GUESTS & RESIDENTS

Steve Uckotter, 7561 Trailwind Drive- Mr. Uckotter thanked City Council for the opportunity to attend the 2022 Budget Meeting held on September 9 and stated that after having time to go through the binder he was impressed with the level of detail put into the budget pages. He stated that he did find one item that he took exception to, which was a line item earmarking \$10,000 to replace a pump in the fountain at the Pfeiffer Road and I-71 interchange. He stated that he felt the City should stop investing money to fix the pump and spend the money to either redesign it, fill it in or move the fountain to a different area. He stated he felt it would be a better visual for the City.

Mayor Dobrozsi thanked him for his suggestions and stated that staff and Council would take that into consideration as they go through the three readings of the Budget Ordinance.

LEGISLATION FOR CONSIDERATION THIS EVENING

There was no legislation for consideration at the meeting.

ESTABLISHING AN AGENDA FOR OCTOBER 6, 2021 BUSINESS SESSION

TABLED LEGISLATION

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

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City Council Work Session Minutes

September 22, 2021

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55 Mayor Dobrozsi explained that this Ordinance has been tabled since the April 21 Work Session and asked Mr.
56 Donnellon for an update.

57
58 Mr. Donnellon stated that he had spoken with the homeowner's attorney and at this time it appears the School
59 Boards are not willing to make adjustments, so he recommended removing the legislation from the agenda. He
60 stated that if they come back with a different solution, it can be added back to the agenda. He stated that he advised
61 their counsel to work with the Community Development Department to see if there are other solutions. He advised
62 Council to make a motion to remove the legislation from the agenda and not go through with the third reading.

63
64 Mr. Cappel made a motion to remove the Ordinance from the agenda. Vice Mayor Margolis seconded. City Council
65 unanimously agreed.

66
67 **PENDING LEGISLATION**

68
69 There is no pending legislation on this agenda.

70
71 **NEW LEGISLATION**

72
73 **A Resolution Accepting the Amounts and Rates as Determined by The Budget Commission and Authorizing
74 the Necessary Tax Levies and Certifying Them to The County Auditor**

75
76 Mayor Dobrozsi assigned the legislation to Mr. Suer.

77
78 Mr. Riblet explained that, if approved, this Resolution would accept the rates and amounts determined by the
79 Hamilton County Budget Commission. As a State of Ohio taxing authority and pursuant to the Ohio Revised Code,
80 the City is required to adopt an annual Tax Budget. City Council adopted the Tax Budget on July 7, 2021, and then
81 submitted it to the Hamilton County Auditor for review by that office and the Hamilton County Budget Commission.
82 Those reviews did not generate any questions and the proposed Tax Budget was accepted by the Budget
83 Commission and Auditor. City Council is requested to act to accept the Budget Commission's rates and amounts,
84 which would result in the estimated collections as specified in the City's 2022 Tax Budget. This action will then
85 permit the Budget Commission to collect property taxes at the rates established for the upcoming year. Mr. Riblet
86 added that this item was discussed at the September 7 Financial Planning Committee meeting.

87
88 Mr. Suer confirmed that it was discussed at the Financial Planning Committee meeting and that it was an annual
89 routine piece of legislation.

90
91 **An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of
92 Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022**

93
94 Mayor Dobrozsi assigned the legislation to Mr. Suer.

95
96 Mr. Riblet explained that, if approved, this Ordinance would establish the City's budget for fiscal year 2022. He
97 stated that these documents were presented to and reviewed with the Financial Planning Committee of City Council
98 at their September 7 meeting. City Council also conducted its formal review of the 2022 Operating and Capital
99 Budget with Four Year Forecast and 2022-2026 Capital Improvement Program, on Thursday, September 9. As a
100 result of these discussions, any changes to the budget will be forthcoming and will be presented to City Council in
101 the packet for the October 6, Business Session.

102
103 Mr. Suer explained that this annual process may have a few modifications before the final reading.

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City Council Work Session Minutes

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104 Mayor Dobrozsi explained that he would recuse himself from the vote and discussion moving forward. He
105 explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability
106 companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion
107 and abstain from voting upon legislation related to the Montgomery Quarter project.
108

109 **A Resolution Authorizing An Intergovernmental Agreement Between The City And The Hamilton County**
110 **Transportation Improvement District**
111

112 Mayor Dobrozsi assigned the legislation to Mr. Cappel.
113

114 Mr. Riblet explained that, if approved, this Resolution would approve an Intergovernmental Agreement with
115 Hamilton County Transportation Improvement District for the City to be eligible to receive House Bill 74 funds in
116 an amount not to exceed \$400,000 for Fiscal Year 2022. The Intergovernmental Agreement establishes the City of
117 Montgomery and Hamilton County Transportation Improvement District as Co-Administrators for work associated
118 with approved House Bill 74 reimbursable funds for the Pfeiffer Road and Deerfield Road Roundabout Project as
119 authorized under Ohio law. Mr. Riblet explained that The Ohio Department of Transportation indicated they
120 received 52 applications competing for the nearly \$15 million of funding for project development and construction.
121 The City of Montgomery was notified on August 13, 2021 that our funding application for the Pfeiffer Road and
122 Deerfield Road Roundabout Project was approved for an amount not to exceed \$400,000 for costs associated with
123 construction of the project. Mr. Riblet added that the City and the County will work together to administer the
124 project.
125

126 Mr. Suer asked Ms. Henao about a meeting with a resident who had concerns about the roundabout.
127

128 Ms. Henao explained that their concern was not with the roundabout as it was with the installation of their extended
129 driveway. She explained that the residents concern was with the cost of a survey that would be required in order to
130 apply for a variance through the Board of Zoning Appeals (BZA). She explained that she has worked with Mr.
131 Heitkamp and Strand Associates, who performed the engineering services for the Pfeiffer and Deerfield Road
132 roundabout, to review plans and determine that they include the resident's driveway and can be utilized for their
133 variance. She explained that having those plans will reduce their costs in applying for a variance with the BZA.
134

135 Mr. Uckotter asked that through the Intergovernmental Agreement how much the City will be paying for the
136 roundabout.
137

138 Mr. Riblet explained that the combing the grant funding that has been awarded through Hamilton County and OKI,
139 he anticipated the City would be responsible for \$200,000 of the total costs.
140

141 **A Resolution Authorizing A Debt Collection Agreement With The Ohio Attorney General**
142

143 Mayor Dobrozsi assigned the legislation to Mr. Suer.
144

145 Mr. Riblet explained that, if approved, this Resolution would authorize the City to enter into a Delinquent Debt
146 Collection Agreement with the Ohio Attorney General to collect various delinquent debts owed the City such as
147 delinquent income taxes. He explained that the cost of collection is passed through to the debtor and collections
148 are managed through the Attorney General's Collection Division as well as their outside vendors or special counsel.
149 Mr. Riblet stated this is a much more efficient process for the City than pursuing each debt individually. He
150 explained that on average the Tax Department has 40-50 cases per year but the time it takes to pursue the collection
151 add a tremendous amount of work onto staff. He stated that the Agreement can be terminated by the City at any
152 time with forty-five (45) days advanced notice. He added that this was discussed at the September 7 Financial
153 Planning Committee meeting.

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154 Mr. Suer added that Ms. Smiddy thought this service would be very beneficial to staff.

155

156 Mr. Cappel asked if this is the same division of the State that if working to change the income tax collection laws
157 that effect municipalities.

158

159 Mr. Donnellon explained that there is a State statute that allows the OAG to perform this service.

160

161 **A Resolution Delegating Authority To Make Declarations Of Official Intent And Allocations With Respect**
162 **To Reimbursements Of Temporary Advances During Fiscal Years 2021 And 2022 Made For Capital**
163 **Improvements To Be Made From Subsequent Borrowings For The Montgomery Quarter Redevelopment**
164 **Project (Formerly Known As The Gateway Redevelopment Project)**

165

166 Mayor Dobrozsi assigned the legislation to Mr. Suer.

167

168 Mr. Donnellon explained that, if approved, this Resolution would allow the City to advance certain monies today
169 for the design and construction of public improvements in Stage 2 of the Montgomery Quarter Project and to be
170 reimbursed at a later date from the proceeds of a second round of Special Revenue Bonds to be issued to finance
171 the public improvements within the project. Stage 2 of the project includes extending the street grid to connect with
172 the Roundabout, as well as construction of the street grid, streetscape, and related utility improvements within the
173 project site. Stage 2 of the project site is south of the current public garage upon which the Fifth Third office
174 building is now being built.

175

176 Mr. Suer asked if, like we have done in the past, we would look at the current bond rates.

177

178 Mr. Donnellon replied that we would.

179

180 Ms. Roesch stated that she would recuse herself from the vote due to possible professional conflicts.

181

182 Mayor Dobrozsi explained that he would recuse himself from the vote and discussion moving forward. He
183 explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability
184 companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion
185 and abstain from voting upon legislation related to the Montgomery Quarter project.

186

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

189

190 Mayor Dobrozsi assigned the legislation to Vice Mayor Margolis.

191

192 Ms. Henao explained that, if approved, this Ordinance would establish a Planned Development overlay district for
193 the property located at 10120 Montgomery Road owned by Twin Lakes Senior Living Community. This Ordinance
194 approves a Planned Development Overlay with certain conditions and exceptions as recommended by the Planning
195 Commission and presented at the September 1, 2021 Public Hearing. This Ordinance will only take effect if
196 approved at three successive readings and then thirty days after final approval.

197

198 Vice Mayor Margolis stated that the Planned Development Overlay is focused on flexibility with the roadway and
199 sighting.

200

201 Ms. Henao added that it also increases density and changes the green space to 20%.

202

203 Mr. Messer stated that he would recuse himself from the vote as a parttime employee of Twin Lakes.

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204 Mr. Suer asked Ms. Henao if this would be the final construction project for Twin Lakes.

205

206 Ms. Henao replied that she anticipated it would be as this project would encompass the remaining open land they
207 have.

208

209 **ADMINISTRATION REPORT**

210

211 Mr. Riblet reported the following items:

212

213 • The next City Council Business Session is scheduled for Wednesday, October 6 at 7:00 p.m.

214

215 • The Law and Safety, Financial Planning, and Planning, Zoning and Landmarks Committees have cancelled
216 their meetings for October.

217

218 • The Government Affairs Committee does have agenda items for October 11 and staff would like to request
219 to hold this meeting on October 18 rather than October 11. The Parks and Recreation and Public Works
220 Committees are not anticipated to have agenda items at this time, but an update will be provided at the
221 October 6 Business Session.

222

223 • The Montgomery Car Show was held this past Saturday, September 18, with a total of 96 cars being entered.
224 Police Department once again sold Montgomery Inn sandwiches and raised \$800 for the Holiday Family
225 Fund. Trophies were given to the Top 20, The Best of Show, People's Choice and Participants' Choice.
226 Great job by all involved.

227

228 • On Monday, September 20, Sycamore Community Schools were recognized by the Pittsburgh data
229 company *Niche* as the #4 ranked school district in Ohio and on Tuesday the Montgomery Elementary school
230 was one of 325 nationally to receive the 2021 National Blue Ribbon from the U.S. Department of Education.
231 Congrats to our partners at Sycamore.

232

233 • I would like to recognize the work of Chad Shaffer, our governmental representative from Duke Energy.
234 The development team made us aware of a major issue getting gas services installed on the site and after
235 contacting Chad on Monday, September 20, everyone met on site and the issues were resolved. We're
236 fortunate to have a great relationship with Duke Energy.

237

238 • The job announcement for Finance Specialist has been published/posted to multiple outlets to begin a hiring
239 process in preparation for an upcoming vacancy (due to a retirement in early 2022.)

240

241 • A conditional offer of employment has been extended to a candidate for the position of Community
242 Development Director.

243

244 • The Parks and Recreation Commission is presenting "Evening Star Party" on Friday, September 24 from
245 7:30 to 9:30 p.m. at Pioneer Park. Instructors from the Cincinnati Observatory will give a short presentation
246 and then participants can view the night's sky through telescopes. The program is sold out with 40 attending.
247 Due to the popularity of the program, a second date was added on Friday, October 1 from 7:30 to 9:30 p.m.
248 Registration for the October 1 Evening Star Party is still open.

249

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250 **LAW DIRECTOR REPORT**

251

252 Mr. Donnellon had no update.

253

254 **CITY COUNCIL REPORTS**

255

256 **Mr. Cappel**

257

258 Mr. Cappel reported that the One Stop Drop event was held on Saturday 18, with a lower attendance as in past years
259 with approximately 160 cars coming through the event. He stated there were 13 volunteers at the event along with
260 staff. He stated the event offered document shredding services as well as the collection of 2 tons of batteries.

261

262 **Mr. Suer**

263

264 No report.

265

266 **Ms. Roesch**

267

268 Ms. Roesch reported that the Parks and Recreation Commission voted at their meeting to use their budget to add
269 the second night of the Star Party due to the growing popularity of the event.

270

271 Ms. Roesch reported that Beautification and Tree Commission is working on the flower selection for next month.

272

273 Ms. Roesch reported that the BAMS0 Board and Music Committee met to plan next year's program. She stated
274 that that theme for the July 3rd concert for 2022 was going to be "High Adventure".

275

276 Ms. Roesch stated that the postponed Spring Concert for BAMS0 would be held on October 24 at the Montgomery
277 Assembly of God at 7:00 p.m. She stated the concert would feature young artists.

278

279 **Mr. Messer**

280

281 Mr. Messer reported that the Sister Cities Commission decided to cancel the International Dinner scheduled for
282 February 2022 due to the pandemic. He added that this is not to be confused with the Diversity and Inclusion Dinner
283 scheduled for October.

284

285 Mr. Messer reported that at the Arts Commission meeting they discussed filling the vacancy and he would come
286 back to Council with a recommendation on that in a future meeting.

287

288 Mr. Messer reported that he attended a Hamilton County Municipal League meeting along with Vice Mayor
289 Margolis, and Ms. Henao where representatives from the County and State level were in attendance to discuss
290 current topics. He reported the following items were a major focus:

291

- 292 • Redistricting Plans
- 293 • Ohio Capital Budget
- 294 • Individual Legislators Priorities looking ahead
- 295 • Report by the Greater Cincinnati Port Authority regarding rental properties

296

297

298

299

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300 **Vice Mayor Margolis**

301
302 Vice Mayor Margolis stated that he attended both the One Stop Drop and the Car Show and was appreciative of
303 staff that would spend their Saturdays to participate in City events.

304
305 Vice Mayor Margolis reported that he attended a Welcome Back ceremony for Honor Flight Veterans. He stated
306 that there were over 90 veterans on the flight, and it was a very touching ceremony.

307
308 Vice Mayor Margolis reported that the History Club met on Monday, September 20 and are working to have a
309 presentation at the Harvest Moon Festival that features the former Swaim Field Golf Course with an overlay to
310 show how it was laid out prior to the housing development being constructed.

311
312 Vice Mayor Margolis reported on his trip to Montgomery New York for General Montgomery Day. He
313 complimented the Village for their hospitality for himself, his wife and Mr. and Mrs. Heitkamp. He reported that
314 he had fruitful conversations with Brian Fitzpatrick their historian.

315
316 **Mayor Dobrozi**

317
318 No report.

319
320 **MAYORS COURT REPORT**

321
322 Mayor Dobrozi asked for a motion to disburse the August Mayor Court collections in the amount of \$11,995.

323
324 Mr. Cappel moved to disburse the August Mayor Court collections. Vice Mayor Margolis seconded. City Council
325 unanimously agreed.

326
327 **MINUTES**

328
329 Mr. Cappel moved to approve the minutes from the following meetings: August 27 & August 28, 2021 Strategic
330 Planning Retreat; September 1, 2021 Public Hearing; September 1, 2021 Business Session; and the September 9,
331 2021 Budget Review. Vice Mayor Margolis seconded. City Council unanimously agreed.

332
333 **OTHER BUSINESS**

334
335 There was no other business.

336
337 **ADJOURNMENT**

338
339 Mayor Dobrozi asked if there was any further business to discuss in Public Session. There being none he asked for
340 a motion to adjourn.

341
342 Mr. Cappel moved to adjourn. Vice Mayor Margolis seconded. City Council unanimously agreed.

343
344 City Council adjourned at 8:06 p.m.

345
346
347
348

Connie Gaylor, Clerk of Council