

September 17, 2021

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Work Session of Wednesday, September 22, 2021

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, September 22, 2021 at 7:00 p.m.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
4. Guest and Residents
5. Legislation for Consideration this Evening
6. Establishing an Agenda for October 6, 2021 Business Session

Tabled Legislation

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

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

Pending Legislation

There is no current pending legislation

New Legislation

- a. A Resolution Accepting the Amounts and Rates as Determined by The Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to The County Auditor—Please find attached correspondence from Katie Smiddy, Finance Director, requesting that City Council adopt this Resolution accepting 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.

Add this Resolution to the October 6, 2021 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- 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—Please find attached correspondence from Katie Smiddy, Finance Director, requesting that City Council adopt this Ordinance that establishes 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 6 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.

Add this Ordinance to the October 6, 2021 Business Session, assign to a Council Member for first reading. The second reading of the Ordinance will be held at the November 3, 2021 Business Session. The third reading of the Ordinance will be held at the December 1, 2021 Business Session with adoption of the Ordinance requested at that meeting.

- c. A Resolution Authorizing An Intergovernmental Agreement Between The City And The Hamilton County Transportation Improvement District—Please find attached correspondence from Brian Riblet, City Manager, requesting that City Council consider a Resolution authorizing 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.

Add this Resolution to the October 6, 2021 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- d. A Resolution Authorizing A Debt Collection Agreement With The Ohio Attorney General—Please find attached correspondence from Katie Smiddy, Finance Director requesting that City Council consider a Resolution authorizing 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.

Add this Resolution to the October 6, 2021 Business Session agenda, assign it to a City Council member for reading and consider adoption of the Resolution that evening.

- 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) —Please find attached correspondence from Terry Donnellon, Law Director requesting that Council consider this Resolution that is a reimbursement Resolution authorized by Treasury Regulations to 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.

Add this Resolution to the October 6, 2021 Business Session agenda, assign it to a City Council member for reading and consider adoption of the Resolution that evening.

- f. An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located On Montgomery Road At Schoolhouse Lane—Please find the attached correspondence from Tracy Henao, Asst. City Manager/Acting Community Development Director requesting that City Council adopt an Ordinance establishing 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.

Add this Ordinance to the October 6, 2021 Business Session agenda and assign it to a City Council Member for first reading that evening. The second reading of the Ordinance will be held at the November 3, 2021 Business Session. The third reading of the Ordinance will be held at the December 1, 2021 Business Session with adoption of the Ordinance requested at that meeting.

7. Administration Report

8. Law Director Report

9. City Council Member Reports

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

10. Mayors Court Report

11. Approval of Minutes- August 27 & August 28, 2021 Strategic Planning Retreat; September 1, 2021 Public Hearing; September 1, 2021 Business Session; September 9, 2021 Budget Review

12. Other Business

13. Executive Session

14. Adjournment

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

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

September 22, 2021
City Hall
7:00 p.m.

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Pending Legislation

There is no Pending Legislation

New Legislation

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7. Administration Report

8. Law Director Report

9. City Council Member Reports

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

10. Mayors Court Report

- 11. Approval of Minutes- August 27 & August 28, 2021 Strategic Planning Retreat; September 1, 2021 Public Hearing; September 1, 2021 Business Session; September 9, 2021 Budget Review

12. Other Business

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

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

September 3, 2021

To: Brian Riblet, City Manager
From: Katie Smiddy, Finance Director 
Subject: Resolution Accepting the Amounts and Rates

Request

It is necessary for City Council to consider a resolution accepting the amounts and rates as determined by the Hamilton County Budget Commission.

Financial Impact

Resolution authorizes the necessary tax levies to be collected for budget year 2022 to the County Auditor.

Background

In accordance with ORC section 5704.34, each taxing authority must pass a resolution to accept and authorize the necessary tax levies and to certify the levies to the County Auditor. The preliminary amounts are from the 2022 Tax Budget and are estimates of the amounts the City will receive in property taxes:

	Millage	2021 Estimate
General Fund	4.50	\$2,934,000
Fire/EMS	11.55	\$5,604,979

Staff Recommendation

A copy of the resolution from the Hamilton County Budget Commission has not been received by the City but it is anticipated that they will be available for the October Business Meeting of City Council. In anticipation of receiving authorization of the funds from Hamilton County, it is recommended that the City Council consider a resolution that will accept the amounts and rates as determined by the Hamilton County Budget Commission at its September Work Session for the purpose of placing it on the October Business Session for approval that evening.

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				RES/AG		EFFECTIVE RATE		OTHER		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	FULL RATE	10,700,000	0	647,300,000						
3.00	0.000000	0.000000	3.000000	1,578,600	3.000000	331,200	3.00	32,100	0	1,941,900	0	0	0	0	0	1,941,900
OUTSIDE																
1.50	0.000000	0.000000	1.500000	789,300	1.500000	165,600	1.50	16,050	0	970,950	0	0	0	0	0	970,950
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
1.50	0.000000	0.000000	1.500000	789,300	1.500000	165,600	1.50	16,050	0	970,950	0	0	0	0	0	970,950
TOTAL																
4.50			4.500000	2,367,900	4.500000	496,800	4.500000	48,150	0	2,912,850	0	0	0	0	0	2,912,850

GENERAL FUND

UPCOMING TAX YEAR 2021				RES/AG		EFFECTIVE RATE		OTHER		PUPP		TANG PP		TOTAL		TOTAL
FULL RATE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG	529,700,000	RATE OTHER	111,600,000	FULL RATE	10,700,000	0	652,000,000						
3.00	0.000000	0.000000	3.000000	1,589,100	3.000000	334,800	3.00	32,100	0	1,956,000	0	0	0	0	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	0	0	0	0	978,000
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	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	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0	0	0	0
1.50	0.000000	0.000000	1.500000	794,550	1.500000	167,400	1.50	16,050	0	978,000	0	0	0	0	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	0	0	0
TOTAL																
4.50			4.500000	2,383,650	4.500000	502,200	4.500000	48,150	0	2,934,000	0	0	0	0	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 3,500,000	RES/AG 0.00
OTHER 1,200,000	COMM/IND 0.00
PUPP 0	
PP 0	

REVENUE		TOTAL EXPENDITURES	
Income Tax	7,275,000	TOTAL RESOURCES	22,992,509
Other local Taxes	0	TOTAL EXPENDITURES	12,579,392
Estate Tax	0		
Cigarette Tax	100	LGF - County	0
Liquor Tax	21,000	Financial Institutions	0
LGF-State	16,200	LGF - Revenue Assistance	0
	0	Library & LGF 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													
NEW ESTIMATED DUPLICATE:				RES/AG	EFFECTIVE	OTHER	PUPP	TANG PP	TOTAL			TOTAL	
FULL RATE	RES/AG	OTHER	RATE	529,700,000	RATE	111,600,000	FULL			652,000,000			
INSIDE	FACTOR	FACTOR	RES/AG	529,700,000	OTHER	111,600,000	RATE		0	652,000,000			
3.00	0.000000	0.000000	3.000000	1,589,100	3.000000	334,800	3.00		0	1,956,000	0	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	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
1.50	0.000000	0.000000	1.500000	794,550	1.500000	167,400	1.50	16,050	0	978,000	0	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	2,934,000	0	0	2,934,000

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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 3,500,000	RES/AG 0.00
OTHER 1,200,000	COMM/IND 0.00
PUPP 0	
FP 0	

REVENUE		TOTAL RESOURCES	
Income Tax	7,275,000	TOTAL RESOURCES	22,992,509
Other local Taxes	0	TOTAL EXPENDITURES	12,579,392
Estate Tax	0	LGF - County	0
Cigarette Tax	100	Financial Institutions	0
Liquor Tax	21,000	LGF - Revenue Assistance	0
LGF-State	16,200	Library & LGF Revenue Asst	0
0	0		
Grants	2,000	REQUIRED TAX LEVY	10,413,117
Interest Income	210,000		
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		
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FIRE		CURRENT TAX YEAR 2020		EFFECTIVE RATE	RES/AG	EFFECTIVE RATE	OTHER	FULL RATE	PUPP	TANG PP	TAX CALCULATION TOTAL		TOTAL
INSIDE	RES/AG FACTOR	OTHER FACTOR	RES/AG	RATE	RES/AG	RATE	OTHER	RATE	RES/AG	0	647,300,000		
0.00	0.000000	0.000000	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	0	0	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	0	0	3,517,475
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
11.55			8.339044	4,388,005	9.535866	1,052,760	11.55	123,585	0	5,564,350	0	0	5,564,350
TOTAL			8.339044	4,388,005	9.535866	1,052,760	11.550000	123,585	0	0	0	0	5,564,350

FIRE		UPCOMING TAX YEAR 2021		EFFECTIVE RATE	RES/AG	EFFECTIVE RATE	OTHER	FULL RATE	PUPP	TANG PP	TAX CALCULATION TOTAL		TOTAL
INSIDE	RES/AG FACTOR	OTHER FACTOR	RES/AG	RATE	RES/AG	RATE	OTHER	RATE	RES/AG	0	652,000,000		
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
OUTSIDE													
5.55	0.473049	0.267893	2.924578	1,549,149	4.063194	453,452	5.55	59,385	0	2,061,986	0	0	2,061,986
6.00	0.097589	0.087888	5.414466	2,868,043	5.472672	610,750	6.00	64,200	0	3,542,993	0	0	3,542,993
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
11.55			8.339044	4,417,192	9.535866	1,064,203	11.55	123,585	0	5,604,979	0	0	5,604,979
NEW LEVY													
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
TOTAL			8.339044	4,417,192	9.535866	1,064,203	11.550000	123,585	0	0	0	0	5,604,979

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
FMS Fees	175,000
Fines, Licenses & Permits	0
Miscellaneous	0
Transfers In	0
Other Sources	45,604
TOTAL REVENUE	245,104
BEGINNING CASH BALANCE	10,444,372
TOTAL RESOURCES	10,689,476
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	COMM/IND 0.00
PUPP 0	
PP 0	

FIRE											UPCOMING TAX YEAR			2021																
NEW ESTIMATED DUPLICATE:											RES/AG		OTHER		PUPP		TANG PP		TOTAL											
FULL RATE											529,700,000		111,600,000		10,700,000		0		652,000,000											
INSIDE											529,700,000		111,600,000		10,700,000		0		652,000,000											
OUTSIDE																														
FULL RATE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG		EFFECTIVE RATE OTHER		FULL RATE													TOTAL										
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0										
5.55	0.473049	0.267893	2.924573	1,549,149	4.063194	453,452	5.55	59,385	0	0	0	0	0	0	0	0	0	0	0	2,061,986										
6.00	0.097589	0.087888	5.414466	2,868,043	5.472672	610,750	6.00	64,200	0	0	0	0	0	0	0	0	0	0	0	3,542,993										
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0	0	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	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	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	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	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	0	0	0	0	0	0										
11.55			8.339044	4,417,192	9.535866	1,064,203	11.55	123,585	0	0	0	0	0	0	0	0	0	0	0	5,604,979										
NEW LEVY											8.339044		4,417,192		9.535866		1,064,203		11.550000		123,585		0		5,604,979					
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0										
TOTAL											8.339044		4,417,192		9.535866		1,064,203		11.550000		123,585		0		5,604,979		0		5,604,979	

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			

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

REVENUE		Real Estate - 0111	
Grant	0	Personal Property - 0113	5,362,034
Interest	24,500	TPP Reimbursement - 0141	0
EMS Fees	175,000	Rollback & Homestead - 0142	242,946
Fines, Licenses & Permits	0	PUPP - Reimbursement - 0143	0
Miscellaneous	0	TOTAL TAX LEVY	5,604,979
Transfers In	0		
Other Sources	45,604		
TOTAL REVENUE	245,104		
BEGINNING CASH BALANCE	10,444,372		
TOTAL RESOURCES	10,689,476		
TOTAL EXPENDITURES	4,336,490		
REQUIRED TAX LEVY	-6,352,986		
TOTAL TAX LEVY	5,604,979		

September 3, 2021

To: Brian Riblet, City Manager

From: Katie Smiddy, Finance Director



Subject: 2022 Annual Operating Budget

Introduction

It is necessary for City Council to consider passage of the annual Appropriation Ordinance for 2022.

Financial Impact

Total City expenditures, which include the departmental budgets, debt service, and transfers as contained in the 2022 Operating and Capital Budget, are \$34,582,566.

Background

The Annual Operating Budget is prepared and submitted annually to the Montgomery City Council in accordance with Article IV, Section 4.02 (3) of the Montgomery City Charter.

The budget is the primary fiscal planning tool for moving the City forward toward accomplishing its mission-Providing superior services and engaging with you to enhance our community. It also provides the resources to support the City's goal of becoming a higher performing organization.

Briefly, this budget accomplishes three key objectives:

- Continues stewardship of City resources in a prudent manner while delivering superior services.
- Follows priorities from the 2022 strategic plan for new initiatives.
- Provides additional resources for the City's capital assets including technology improvements, street infrastructure, and park maintenance.

Staff Recommendation

It is recommended that City Council authorize and direct the preparation of legislation adopting the 2022 Annual Operating and Capital Budget.

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.

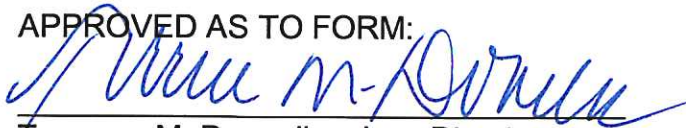
SECTION 2. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



September 10, 2021

TO: Mayor and City Council Members

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

SUBJECT: Resolution Authorizing an Intergovernmental Agreement with Hamilton County Transportation Improvement District

Request

It is necessary for City Council to consider a Resolution authorizing 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.

Financial Impact

The City of Montgomery was approved for House Bill 74 reimbursable funds in an amount not to exceed \$400,000 through the Hamilton County Transportation Improvement District to assist with costs associated with construction of a single lane roundabout at the intersection of Pfeiffer Road and Deerfield Road in Fiscal Year 2022.

Background

New in 2021, the Hamilton County Transportation Improvement District allowed for applications of up to \$500,000 for transportation improvement project costs. The Ohio Department of Transportation indicated they received 52 applications competing for the nearly \$15 million of funding for project development and construction. The City of Montgomery was notified on August 13, 2021 that our funding application for the Pfeiffer Road and Deerfield Road Roundabout Project was approved for an amount not to exceed \$400,000 for costs associated with construction of the project.

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.

Recommendation

Staff recommends City Council adopt a Resolution authorizing 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.

Attachment: Intergovernmental Agreement 2021-01

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.

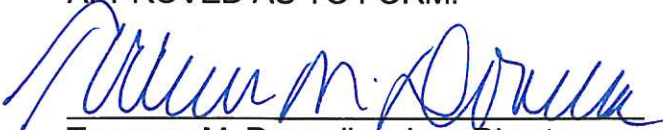
SECTION 2. This Resolution shall be in full force and effect from and after its passage.

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:

**THE CITY OF MONTGOMERY,
HAMILTON COUNTY, OHIO**

HCTID:

**THE HAMILTON COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____

Title: _____

By: _____

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	\$ 1,600,000 (Includes the <i>HCTID HB 74 FY22 Funding</i> of \$400,000)
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)

September 13, 2021

TO: Brian Riblet, City Manager

FROM: Katie Smiddy, Finance Director *smiddy*

SUBJECT: Recommendation on Authorizing participation in the Ohio Attorney General Federal Tax Offset Program.

Request

It is necessary for City Council to consider passing a Resolution authorizing the City Manager to enter into a delinquent debt collection agreement with the Ohio Attorney General (OAG) to collect various delinquent debts owed to the City such as delinquent income taxes, including interest and penalties.

Background

The Ohio Budget Bill HB 110 recently passed with language authorizing the Ohio Attorney General (OAG) to participate in the Federal Tax Offset Program (TOP) on behalf of the municipalities enrolled in their collection program. The City will certify delinquencies with a minimum principal amount of \$100.00 to the state enforcement section. The debt will be managed by AGO in house local debt collectors, their outside vendors, or special counsel. There is no fee for participating in this program and the cost of collections are passed through to the debtor. 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. Details of this program were discussed at the September 7, 2021 Financial Planning Committee meeting and received no opposition.

Recommendation

Staff recommends City Council approve the action to authorize the City Manager to enter into the delinquent debt collection agreement with the Ohio Attorney General. This partnership will enable the City to focus on core business activities and utilize the experience of the OAG for successful and faster debt recovery.

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.

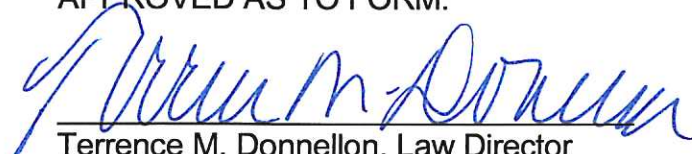
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

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:**

[Empty rectangular box for listing debts]

**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

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

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and _____ ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following (if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement):

Attorney General Interest (AGI) _____ AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.

AGI _____ AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.

If AGI is to be added _____ AGO is granted the authority to waive AGI*
 _____ CLIENT and AGO jointly waive AG Interest

Write Off Period: _____ *Selection must be 10 years or less
 _____ Years (insert number of years)

Either Party may terminate this Service Level 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, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

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

TO: Mayor Chris Dobrozi
Members of City Council

FROM: Terrence M. Donnellon

RE: A Resolution Delegating Authority with Respect to
Reimbursements of Temporary Advances for Capital
Improvements to be Made from Subsequent Borrowings
for the Montgomery Quarter Redevelopment Project

DATE: September 15, 2021

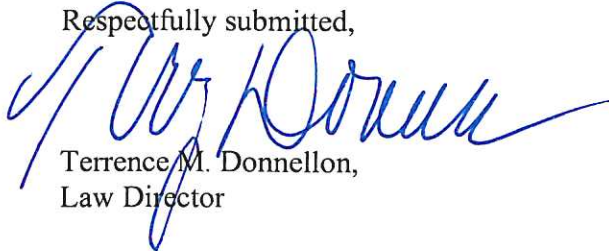
This Resolution is a formal Resolution required by Treasury Regulations to allow the City to advance certain monies for Stage 2 of the Montgomery Quarter Redevelopment Project. It is anticipated that up to \$16,000,000 of new bonds will be issued for Stage 2, and under the terms of the Development Agreement the City is authorized to draw \$1,500,000 from that bond issuance to cover the cost for Stage 2 construction of public improvements.

Currently, we have engaged MKSK Studios, McGill Smith Punshon, and Berding Survey to begin preliminary engineering for the anticipated public improvements.

This Resolution, consistent with Treasury Regulations, will authorize the City to advance funds today and to be reimbursed later for those expenditures from the Stage 2 bond issuance.

Previously, the City issued similar reimbursement Resolutions for Stage 1 of the project and recovered those costs, including certain land acquisition costs, from that initial bond issuance.

Respectfully submitted,



Terrence M. Donnellon,
Law Director

TMD/lld

Enclosure

cc: Brian Riblet, City Manager
Connie Gaylor, Administrative Coordinator
Department Heads
File

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

September 17, 2021

TO: Brian K Riblet, City Manager

FROM: Tracy Henao, Assistant City Manager / Acting Com. Dev. Director DH

SUBJECT: Forward Request for the Establishment of a Planned Development Overlay District

Request

It is requested that City Council consider a recommendation from the Planning Commission to establish of a Planned Development (PD) overlay district for the property located at 10120 Montgomery Road. City Council held a public hearing to consider this recommendation at the Business Session on September 1.

Background

The subject property is approximately 3.83 acres and lies at the intersection of Schoolhouse Lane and Montgomery Road. Schoolhouse Lane was recently extended to the corporation line to provide access to the subject property as well as the new subdivision, Meadows at Peterloon, in the Village of Indian Hill. This property abuts commercially zoned property to the south, and the City has continually experienced pressure to develop the property for commercial purposes due to the proximity to commercial uses, the high traffic counts on Montgomery Road and Montgomery Road's status as a principal urban arterial route in the region. The City has continually supported maintaining this property as a residential use, as evidenced by the Comprehensive Community Plan and the City's investment in a landscape median to preserve the residential character of the area. Recently, the property between Schoolhouse Lane and Radabaugh Drive has seen significant investment with the development of The Villas of Montgomery and the villa homes for Twin Lakes, which has solidified the residential character of this section of Montgomery Road.

The applicant is proposing to maintain the existing underlying zoning of 'D-3' - Multi-family; however, is requesting the creation of a PD Overlay that would allow for a slight increase in density, but more importantly flexibility in design in order to create a unique development. Twin Lakes is proposing a different product type than the villa homes located just north of the subject property. The product type is a 'flats' style buildings that would provide a transition from the higher intensity

commercial uses to the south and the lower intensity development pattern to the north. Twin Lakes would maintain ownership of the parcel and the units would be utilized for independent living. All units would have two parking spaces in the underground parking garages provided for each building in compliance with the Zoning Code. Additional guest parking of 14 spaces would be provided on-site. The setback from Schoolhouse Lane would be significantly larger than the minimum thus allowing the creation of outdoor amenity areas between the buildings and Schoolhouse Lane. The applicant is proposing to create a 'park-like' setting for these amenity areas. The applicant has provided a proposed List of Conditions and Exceptions.

Planning Commission Recommendation

The applicant previously submitted a General Development Plan and a request for a Planned Development Overlay District in April of 2020; however, the Planning Commission tabled that request due to concerns primarily surrounding the setback from Montgomery Road and Schoolhouse Lane needed to make the 'townhome' style product successful on the site.

The Planning Commission met on May 3, 2021 for a concept plan discussion on the project. Twin Lakes presented several plans for 'flats' style buildings on the property. The various plans were discussed, and the Planning Commission provided feedback on the plans. After the meeting, the feedback was brought back to the leadership team of Twin Lakes and incorporated into the plans.

The Planning Commission considered the application a Planned Development (PD) overlay, the General Development Plan and the List of Conditions and Exceptions at their meeting on July 19, 2021. After hearing testimony and discussing the application, the Planning Commission voted unanimously to recommend approval of the establishment of a PD and to approve the General Development Plan and the List of Conditions and Exceptions with the following conditions:

1. A Final Development Site Plan in compliance with the approved General Development Plan be reviewed and approved by the Planning Commission prior to issuance of any permits.
2. Building B will be setback 50' from Montgomery Road.
3. Access to the site shall be from the boulevard entrance off Schoolhouse Lane with no new curb cuts on Montgomery Road, as shown on the General Development Plan dated July 7, 2021.
4. An exception be made in the List of Conditions and Exceptions to allow for the width of the access drives off Schoolhouse Lane to be a maximum of 16' in width in compliance with the General Development Plan dated July 7, 2021.

Recommendation

The project is a significant development that, if approved, will allow for the construction of 30 independent living units in three 'flats' style buildings. Staff believes that a multi-family development could be very successful in this location and is in line with the Comprehensive Community Plan. Staff believes that the multi-family project provides a nice transition from more intense uses to the south and a less intense development pattern to the north. The proposed project will keep the area residential in the future while providing for quality, diverse housing and ensuring that this section of Montgomery Road remains desirable and economically viable.

Staff is appreciative of the fact that the project is accessed off Schoolhouse Lane, thus requiring no new curb cuts on Montgomery Road. The proposed site layout provides for good internal circulation and better access management along Montgomery Road than if a new curb cut was required. Staff is also appreciative of the internal pedestrian connectivity being provided, including a sidewalk connecting the development to the existing walking path to the rear of the project. Therefore, Staff is in support of the recommendation of the Planning Commission with the conditions imposed by the Planning Commission.

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.

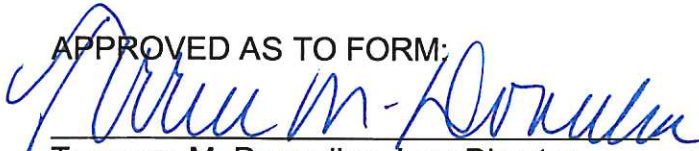
SECTION 3. This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellan, Law Director

EXHIBIT A



**General Development Plan
Schoolhouse Lane**

July 19, 2021

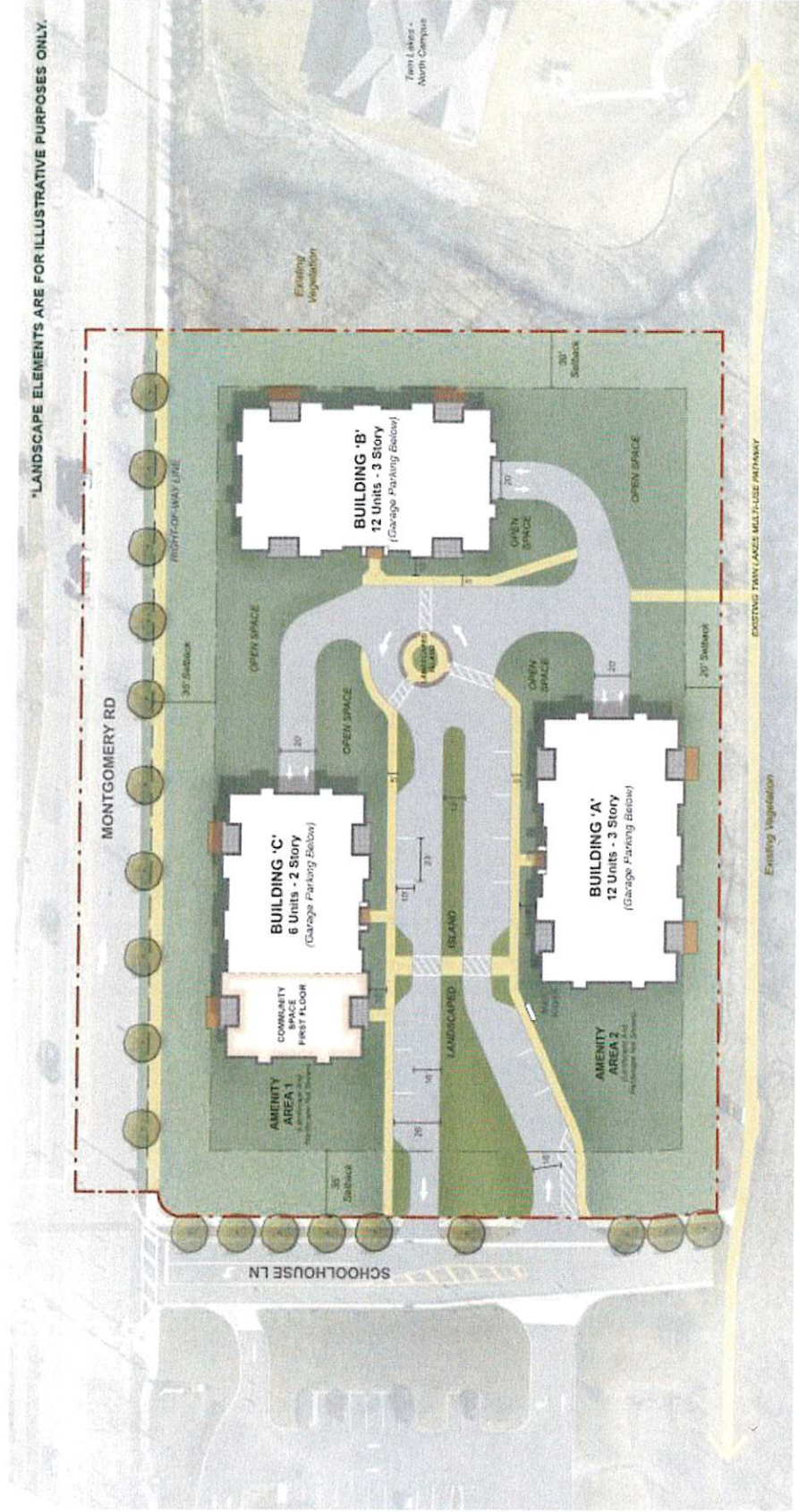


Introduction



- 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.

Monthly Mayor's Court Report

Montgomery Mayor's Court
Cash Flow for August 2021

Page : 1
Report Date : 09/10/2021
Report Time : 12:20:11

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$270.00	\$2,251.00	\$2,449.00
Computer Fund	\$810.00	\$7,204.00	\$6,230.00
Additional Costs	\$0.00	\$60.00	\$0.00
Fines			
Overpayment / Adjustment	\$0.00	\$5.00	\$63.00
City Revenue From Fines	\$6,605.00	\$55,033.00	\$49,509.00
Fees			
NSF FEES	\$0.00	\$0.00	\$30.00
EXPUNGEMENT FEES CITY	\$0.00	\$40.00	\$100.00
Capias Fee	\$600.00	\$2,915.00	\$2,600.00
Tax Diversion Fee	\$0.00	\$0.00	\$525.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$495.00	\$550.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$72.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$8,285.00	\$68,003.00	\$62,128.00
State Revenue From:			
Court Costs			
Court Costs	\$2,035.00	\$17,925.00	\$15,860.00
General Fund	\$0.00	\$15.00	\$0.00
V/C	\$720.00	\$6,435.00	\$5,481.00
DRUG LAW ENFORCEMENT FUND	\$259.00	\$2,390.50	\$1,998.50
Fines			
Fines	\$135.00	\$300.00	\$75.00
Seatbelt Driver	\$60.00	\$300.00	\$120.00
Child Restraint	\$0.00	\$0.00	\$90.00
Fees			
EXPUNGEMENT FEES STATE	\$0.00	\$60.00	\$150.00
Miscellaneous/Other			
Expungement Fee - State	\$0.00	\$30.00	\$0.00
Total to State:	\$3,209.00	\$27,455.50	\$23,774.50
Other Revenue From:			
Court Costs			
Court Costs	\$111.00	\$1,024.50	\$856.50
Area Fines			
Area Fines	\$25.00	\$100.00	\$25.00
Fees			

Monthly Mayor's Court Report

Montgomery Mayor's Court
Cash Flow for August 2021

Page : 2
Report Date : 09/10/2021
Report Time : 12:20:11

	Current Period	Year-To-Date	Last Year-to-Date
Fees	\$0.00	\$75.00	\$0.00
Restitution			
Restitution	\$365.00	\$6,115.41	\$1,697.12
Total to Other:	\$501.00	\$7,314.91	\$2,578.62
TOTAL REVENUE *	\$11,995.00	\$102,773.41	\$88,481.12
*Includes credit card receipts of	\$1,095.00	\$18,135.00	\$18,847.00

END OF REPORT

Monthly Distribution Journal

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

Page : 1
 Report Date : 09/10/2021
 Report Time : 12:05:47

Disbursal Category	Amount	
COSTS		
Computer Fund	\$810.00	
city-appearance	\$270.00	
Total to City:		\$1,080.00
V/C	\$720.00	
DRUG LAW ENFORCEMENT FUND	\$259.00	
INDIGENT DEFENSE SUPPORT FUND - COST	\$2,035.00	
Total to State:		\$3,014.00
INDIGENT DRIVERS ALC TREATMENT FUND-COST	\$111.00	
Total to Other:		\$111.00
Total Costs:		\$4,205.00
FINES		
City Revenue From Fines	\$6,605.00	
Total to City:		\$6,605.00
Seatbelt Driver	\$60.00	
INDIGENT DEFENSE SUPPORT FUND - FINE	\$135.00	
Total to State:		\$195.00
Total Fines:		\$6,800.00
AREA FINES - OUTGOING		
INDIGENT DRIVER ALC TREATMENT FUND -FINE	\$25.00	
Total to Other:		\$25.00
Total Area Fines - Outgoing:		\$25.00
FEES		
Capias Fee	\$600.00	
Total to City:		\$600.00
Total Fees:		\$600.00
RESTITUTION		
Sycamore High School	\$365.00	
Total to Other:		\$365.00
Total Restitution:		\$365.00

Monthly Distribution Journal

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

Page : 2
Report Date : 09/10/2021
Report Time : 12:05:47

Disbursal Category	Amount
TOTALS	
Total to State:	\$3,209.00
Total Fines to Other External Agencies:	\$25.00
Total to Other Entities, including Restitution:	\$476.00
Total Bonds Forfeited to City:	\$0.00
Total to City including Misc. Receipts, Adjustments, & BA Fee:	\$8,285.00
TOTAL TO BE DISBURSED:	\$11,995.00

END OF REPORT

These minutes are a draft of the proposed minutes from a Special Session of City Council for the 2022-2026 Strategic Planning Retreat. 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.

1
2
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City of Montgomery
City Council Special Session
2022-2026 Strategic Planning Retreat
August 27, 2021

Staff Present

Brian Riblet, City Manager
Tracy Henao, Asst. City Manager/ Acting Comm. Dev. Dir.
John Crowell, Police Chief
Gary Heitkamp, Public Works Director
Katie Smiddy, Finance Director
Paul Wright, Fire Chief
Matthew Vanderhorst, Community and Information Serv. Dir.
Amy Frederick, Community and Engagement Coordinator
Connie Gaylor, Clerk of Council
Ali Miller-Bultman Fire Lieutenant
Melissa Hays, Code and Compliance Officer
Julie Machon, Recreation Director
Derek Morgan, Finance Specialist
Julie Prickett, Human Resource Manager
Mike Rogers, Public Works Supervisor
Ben Shapiro, Asst. Fire Chief
TJ Shreve, Police Sergeant
Greg Vonden Benken, Asst. Police Chief
Mike Young, Fire Fighter

Council Members Present

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

Guest and Resident

Steve Uckotter

Council and Staff convened at the Montgomery Assembly of God located at 7950 Pfeiffer Road with Mayor Dobrozsi presiding at 1:00 p.m. to conduct the 2022-2026 Strategic Planning Retreat.

ROLL CALL

As all Council Members were present a motion to dispense of roll call was made by Mr. Cappel. Mrs. Bissmeyer seconded. City Council unanimously agreed.

NEW BUSINESS

Mayor Dobrozsi explained that this Special Session of City Council was being held to begin the work of planning the 2022-2026 Strategic Plan. He thanked all Council and Staff for coming to contribute to the planning of the next five-year strategic plan that Council and Staff use as a roadmap in the planning and development of the upcoming five years. He stated that this process has been utilized for the past 20 years and has been a large part of the success of the City in achieving the milestone goals that it has in the past.

Mayor Dobrozsi welcomed Management Partners staff who were there to facilitate the planning process. Those representing Management Partners were Amy Paul, Jacquelyn McCray, Sam Lieberman, Jan Goldstein and Sydney Bannister.

Through the facilitation of Management Partners, City Council and staff reviewed the Environmental Scan, Citizens Survey and comments collected by U.C. to discuss and create a draft 2022-2026 Strategic Plan.

These minutes are a draft of the proposed minutes from a Special Session of City Council for the 2022-2026 Strategic Planning Retreat. 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.

51 Mayor Dobrozsi stated that, as done in the past, the Special Session would be adjourned, and the group would meet
52 again the next morning to finish the work on the 2022-2026 Strategic Plan draft. He asked for a motion of
53 adjournment.

54
55 Mr. Messer moved to adjourn. Mr. Cappel seconded. City Council unanimously agreed.

56
57 The Special Session of Council adjourned at 5:12 p.m.

58
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60

Clerk of Council

These minutes are a draft of the proposed minutes from a Special Session of City Council for the 2022-2026 Strategic Planning Retreat. They do not represent the official record of proceedings until formally adopted by the City Council. Formal adoption is noted by signature of the Clerk within the minutes.

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City of Montgomery
City Council Special Session
2022-2026 Strategic Planning Retreat
August 28, 2021

7 **Staff Present**

8 Brian Riblet, City Manager
9 Tracy Henao, Asst. City Manager/ Acting Comm. Dev. Dir.
10 John Crowell, Police Chief
11 Gary Heitkamp, Public Works Director
12 Katie Smiddy, Finance Director
13 Paul Wright, Fire Chief
14 Matthew Vanderhorst, Community and Information Serv. Dir.
15 Amy Frederick, Community and Engagement Coordinator
16 Connie Gaylor, Clerk of Council
17 Ali Miller-Bultman Fire Lieutenant
18 Melissa Hays, Code and Compliance Officer
19 Julie Machon, Recreation Director
20 Derek Morgan, Finance Specialist
21 Julie Prickett, Human Resource Manager
22 Mike Rogers, Public Works Supervisor
23 Ben Shapiro, Asst. Fire Chief
24 TJ Shreve, Police Sergeant
25 Greg Vonden Benken, Asst. Police Chief
26 Mike Young, Fire Fighter

Council Members Present

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

Guest and Resident

Steve Uckotter

27
28 Council and Staff convened at the Montgomery Assembly of God located at 7950 Pfeiffer Road with Mayor
29 Dobrozsi presiding at 8:17 a.m. to conduct the 2022-2026 Strategic Planning Retreat.

30
31 **ROLL CALL**

32
33 As all Council Members were present a motion to dispense of roll call was made by Vice Mayor Margolis. Mr.
34 Cappel seconded. City Council unanimously agreed.

35
36 **NEW BUSINESS**

37
38 Mayor Dobrozsi thanked everyone for returning for this second day of work on the 2022-2026 Strategic Plan. He
39 turned the facilitation of the planning session back over to Management Partners at that time.

40
41 Mayor Dobrozsi closed the planning session by thanking everyone for their dedication and commitment in keeping
42 Montgomery the special city that it was. City Council also expressed their appreciation to staff and Management
43 Partners for a well-conducted planning process

44
45 Mayor Dobrozsi asked for a motion of adjournment.

46
47 Mrs. Bissmeyer moved to adjourn. Mr. Messer seconded. City Council unanimously agreed.

48
49 The Special Session of Council adjourned at 11:43 a.m.

50
51
52

Clerk of Council

These minutes are a draft of the proposed minutes from the Public Hearing. 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 Public Hearing Minutes
September 1, 2021

Present

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

City Council Members Present

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

City Council convened its Public Hearing for September 1, 2021 at 6:35 p.m. at City Hall with Mayor Dobrozsi presiding.

Mayor Dobrozsi stated that all Council members were in attendance.

Council Member Messer recused himself from the discussion as he is a current part-time employee of the applicant.

Mayor Dobrozsi explained that the Public Hearing was to consider a request from Twin Lakes for the establishment of a Planned Development (PD) overlay district. As part of the PD request, Twin Lakes, the applicant, is requesting approval of the General Development Plan and the List of Conditions and Exceptions. Twin Lakes is proposing to construct 30 multi-family units in three 'flats' style buildings with a community room and amenity space for residents of Twin Lakes Senior Living Community.

Mayor Dobrozsi explained the process for the Public Hearing to those in attendance. He explained that in a Public Hearing Council has the following options when considering an application:

- Approve the Recommendation
- Deny the Recommendation
- Remand the matter to Staff for more specific information or
- Take the matter under advisement and vote at another public meeting within thirty days.

Mayor Dobrozsi explained that if City Council chooses the final option, it is suggested that they announce the date and time of the subsequent hearing when the matter will be discussed and considered for vote.

NEW BUSINESS

A request from Twin Lakes for the establishment of a Planned Development (PD) overlay district.

Ms. Henao explained to City Council that this public hearing is to consider a request from Twin Lakes for the establishment of a Planned Development (PD) overlay district. As part of the PD request, the applicant is requesting approval of the General Development Plan and the List of Conditions and Exceptions. The applicant is proposing to construct 30 multi-family units in three 'flats' style buildings with a community room and amenity space for residents of Twin Lakes Senior Living Community. She stated that the subject property is approximately 3.83 acres and lies at the intersection of Schoolhouse Lane and Montgomery Road. Schoolhouse Lane was recently extended to the corporation line to provide access to the subject property as well as the new subdivision, Meadows at Peterloon, in the Village of Indian Hill. This property abuts commercially zoned

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City Council Public Hearing Minutes

September 1, 2021

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54 property to the south, and the City has continually experienced pressure to develop the property for commercial
55 purposes due to the proximity to commercial uses, the high traffic counts on Montgomery Road and Montgomery
56 Road's status as a principal urban arterial route in the region. The City has continually supported maintaining this
57 property as a residential use, as evidenced by the Comprehensive Community Plan and the City's investment in a
58 landscape median to preserve the residential character of the area. Recently, the property between Schoolhouse
59 Lane and Radabaugh Drive has seen significant investment with the development of The Villas of Montgomery
60 and the villa homes for Twin Lakes, which has solidified the residential character of this section of Montgomery
61 Road.

62
63 Ms. Henao stated the applicant is proposing to maintain the existing underlying zoning of 'D-3' – Multi-family;
64 however, is requesting the creation of a PD Overlay that would allow for a slight increase in density, but more
65 importantly flexibility in design in order to create a unique development. Twin Lakes is proposing a different
66 product type than the villa homes located just north of the subject property. The product type is a 'flats' style
67 buildings that would provide a transition from the higher intensity commercial uses to the south and the lower
68 intensity development pattern to the north. Twin Lakes would maintain ownership of the parcel and the units
69 would be utilized for independent living. All units would have two parking spaces in the underground parking
70 garages provided for each building in compliance with the Zoning Code. Additional guest parking of 14 spaces
71 would be provided on-site. The setback from Schoolhouse Lane would be significantly larger than the minimum
72 thus allowing the creation of outdoor amenity areas between the buildings and Schoolhouse Lane. The applicant
73 is proposing to create a 'park-like' setting for these amenity areas. The applicant has provided a proposed List of
74 Conditions and Exceptions.

75
76 Ms. Henao explained the applicant previously submitted a General Development Plan and a request for a Planned
77 Development Overlay District in April of 2020; however, the Planning Commission tabled that request due to
78 concerns primarily surrounding the setback from Montgomery Road and Schoolhouse Lane needed to make the
79 'townhome' style product successful on the site. The Planning Commission met on May 3, 2021 for a concept
80 plan discussion on the project. Twin Lakes presented several plans for 'flats' style buildings on the property. The
81 various plans were discussed, and the Planning Commission provided feedback on the plans. After the meeting,
82 the feedback was brought back to the leadership team of Twin Lakes and incorporated into the plans.

83
84 Ms. Henao stated the Planning Commission considered the application of the Planned Development (PD) overlay,
85 the General Development Plan and the List of Conditions and Exceptions at their meeting on July 19, 2021. After
86 hearing testimony and discussing the application, the Planning Commission voted unanimously to recommend
87 approval of the establishment of a PD and to approve the General Development Plan and the List of Conditions
88 and Exceptions with the following conditions:

- 89
- 90 1. A Final Development Site Plan in compliance with the approved General Development Plan be reviewed
91 and approved by the Planning Commission prior to issuance of any permits.
 - 92
 - 93 2. Building B will be setback 50' from Montgomery Road.
 - 94
 - 95 3. Access to the site shall be from the boulevard entrance off Schoolhouse Lane with no new curb cuts on
96 Montgomery Road, as shown on the General Development Plan dated July 7, 2021.
 - 97
 - 98 4. An exception be made in the List of Conditions and Exceptions to allow for the width of the access drives
99 off Schoolhouse Lane to be a maximum of 16' in width in compliance with the General Development
100 Plan dated July 7, 2021.

101
102

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City Council Public Hearing Minutes

September 1, 2021

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103 Ms. Henao stated that the project is a significant development that, if approved, will allow for the construction of
104 30 independent living units in three 'flats' style buildings. She stated that staff believes that a multi-family
105 development could be very successful in this location and is in line with the Comprehensive Community Plan.
106 Staff believes that the multi-family project provides a nice transition from more intense uses to the south and a
107 less intense development pattern to the north. The proposed project will keep the area residential in the future
108 while providing for quality, diverse housing and ensuring that this section of Montgomery Road remains desirable
109 and economically viable. Staff is appreciative of the fact that the project is accessed off Schoolhouse Lane, thus
110 requiring no new curb cuts on Montgomery Road. The proposed site layout provides for good internal circulation
111 and better access management along Montgomery Road than if a new curb cut was required. Staff is also
112 appreciative of the internal pedestrian connectivity being provided, including a sidewalk connecting the
113 development to the existing walking path to the rear of the project. Ms. Henao closed by stating that Staff is in
114 support of the recommendation of the Planning Commission with the conditions imposed by the Planning
115 Commission.

116
117 Mayor Dobrozsi opened the floor to Council comments and questions.

118
119 Vice Mayor Margolis stated that he agreed with the Planning Commissions recommendation and felt this was a
120 high-quality project. He stated that when the Planning Commission asked to have Building B pushed back a little
121 on the site that the developer was very accommodating to that request.

122
123 Mrs. Bissmeyer stated that she felt this helped to address diverse housing concerns in the city and asked if there
124 was a price point for these units at this time.

125
126 Ms. Henao replied that she would let the applicant address that question.

127
128 Mr. Cappel asked for the reason behind the widening the street into the development.

129
130 Ms. Henao replied that it was for safety.

131
132 Mayor Dobrozsi asked what the reason was for pushing Building B 50 feet off of Montgomery Road.

133
134 Ms. Henao replied that the Planning Commission members felt that with it being a three-story building, the 50 feet
135 location off the road provided extra visual relief as motorists would see the stories of the buildings step-up as they
136 grew closer rather than having it so close to the road.

137
138 Jon Homer, Director of Business Development for Life Enriching Communities thanked City Council for the
139 privilege to be at the meeting and for being good partners during what has been a long process. He stated that the
140 process has been one of collaboration with the Planning Commission and the focus group. Mr. Homer addressed
141 Mrs. Bissmeyer's question regarding the price point. He explained that the buildings were in the design phase at
142 the time and that more time would be needed to work the price out. He added that he felt the pricing structure
143 would follow the format of the existing facilities at Twin Lakes with an entrance fee then a monthly fee.

144
145 Mayor Dobrozsi asked what demographic they were targeting with the units.

146
147 Mr. Homer replied that ages 62 and above was the focus but he felt like the mid 70's would be the target age they
148 would see. He stated that the amenities were designed to encourage an active lifestyle. He explained that
149 originally the plan was to feature townhome style buildings, but the focus group came back with wanting a one
150 floor unit.

151

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City Council Public Hearing Minutes

September 1, 2021

Page 4.

152 Mayor Dobrozsi stated that he assumed all three buildings would have parking garages that were below grade.

153

154 Mr. Homer replied that he was correct.

155

156 Vice Mayor Margolis added that with this high-quality project there was a concern with the width of the streets
157 being too narrow and that feedback received was to widen the street to what is in the recommendation.

158

159 Ms. Roesch stated that she felt this was a perfect solution for the location. She stated that she was very impressed
160 with the history of the Twin Lakes development projects. She stated that they were responsive to the Planning
161 Commission requests and appreciates them meeting the needs expressed by the Commission and focus group.

162

163 Mr. Suer stated that he agreed with all the comments of his constituents. He stated that since the beginning, every
164 project that Twin Lakes has performed has been done in a high-quality manner. He stated that they continue to
165 serve the public. Mr. Suer explained that he felt the landscaping buffer along Montgomery Road will be very
166 important to soften the look of the buildings and will be beneficial to the residents to dampen the noise from
167 traffic. He stated that he liked the connectivity to the trail that led to the main campus and also to the sidewalks.
168 He stated that the extension of Schoolhouse Lane to the Indian Hill Subdivision that is underway will be high
169 quality and that this project will tie in nicely.

170

171 Mrs. Bissmeyer stated that there is a need for smaller housing units as downsizing is a big need in the community.
172 She stated that she knows these units will be a wonderful asset to the community.

173

174 Mr. Cappel stated that he reinforces the other Council members comments and thanked Mr. Homer for
175 considering the comments made by the Planning Commission and the residents.

176

177 Mayor Dobrozsi asked if any audience members wished to make a comment.

178

179 Mr. Frank Caccamo, 4004 Arbor Creek Lane-Mr. Caccamo stated that he was pleased with the landscaping and
180 maintenance that Twin Lakes provides. He stated that he felt that the City should be proud to have Twin Lakes as
181 part of the community. He stated that he likes the addition of the connectivity to the walking trail and to the
182 sidewalks.

183

184 Charles Carrier, Director of Facilities of First Financial- Mr. Carrier stated to City Council that he would like to
185 extend the support of the First Financial staff for the Twin Lakes development project. He stated that Twin Lakes
186 has been a great neighbor to the bank.

187

188 Mayor Dobrozsi stated that he loves the format of the development to keep empty nesters in Montgomery.

189

190 Mayor Dobrozsi restated that the options available to City Council related to this request were:

191

- 192 • Approve the Recommendation
- 193 • Deny the Recommendation
- 194 • Remand the matter to Staff for more specific information or
- 195 • Take the matter under advisement and vote at another public meeting within thirty days.

196 Vice Mayor Margolis made a motion to accept the recommendation from the Planning Commission to approve the
197 Planned Development Overlay District with conditions. Mr. Cappel seconded.

198

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City Council Public Hearing Minutes

September 1, 2021

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199 The roll was called and showed the following vote:

200
201 AYE: Cappel, Bissmeyer, Suer, Dobrozsi, Roesch, Margolis (6)
202 NAY: (0)
203 ABSTAIN: Messer (1)
204

205 Mayor Dobrozsi asked if there was any further business to be heard in the Public Hearing. There being none, he
206 asked for a motion to adjourn from the Public Hearing.

207
208 Vice Mayor Margolis made a motion to adjourn. Mr. Cappel seconded. City Council unanimously agreed.
209

210 The meeting was adjourned at 6:56 p.m.
211
212
213
214
215

Connie Gaylor, Clerk of Council

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City of Montgomery
City Council Business Session Minutes
September 1, 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
Katie Smiddy, Finance Director
Amy Frederick, Community and Engagement Coordinator
Connie Gaylor, Clerk of Council

City Council Members Present

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

City Council convened its Business Session for September 1, 2021 at 7:00 p.m. at City Hall Council Chambers with Mayor Dobrozsi presiding.

ROLL CALL

Mayor Dobrozsi asked for a motion to dispense with roll call as all Council Members were present.

Mrs. Bissmeyer made a motion to dispense with the roll call. Mr. Cappel seconded. City Council unanimously agreed.

SPECIAL PRESENTATION

Larry Dannenberg of the Montgomery Farmers Market provided an update of the market to City Council.

City Council thanked Mr. Dannenberg and all the members of the Montgomery Farmers Market for their continued commitment to the community and market.

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

Mayor Dobrozsi asked for an update on the legislation.

Mr. Donnellon replied that there were no updates at this time and advised to leave the legislation as tabled until information was received by the homeowners.

PENDING LEGISLATION

There was no pending legislation on this agenda.

NEW LEGISLATION

A Resolution Amending Resolution No. 27, 2020 Establishing Contributions to Health Care Benefits

Mr. Messer moved to read the Resolution by title only. Vice Mayor Margolis seconded. City Council unanimously agreed.

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

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City Council Business Session Minutes

September 1, 2021

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55

56 Mr. Messer explained that, if approved, this Resolution would authorize extending the current monthly City
57 contribution limits for employee group medical and dental insurances for an additional three months (October 1
58 through December 31, 2021.) Last year the City contracted with Humana for a 15-month period to provide employee
59 group medical insurance with a zero percent increase in premium costs. Recently, City Council approved extending
60 the existing contract with Dental Care Plus for employee group dental insurance an additional three months from
61 October 1, 2021 through December 31, 2021 (at current rates) in order to sync the employee group dental insurance
62 contract end period with the employee group medical insurance contract end period. Typically, this is the time of
63 year the Administration requests that City Council establish new City contribution limits for employee group medical
64 and dental insurances to begin effective October 1. However, the Administration is seeking to have the current City
65 contribution limits for employee group medical and dental insurances extended three months for a December 31 end
66 date to coincide with the medical and dental insurance contract end dates.

67

68 Mr. Messer asked if there were any updates.

69

70 Mr. Riblet replied there were none.

71

72 Mayor Dobrozi asked for the roll to be called.

73

74 The roll was called and showed the following vote:

75

76 AYE: Cappel, Bissmeyer, Suer, Dobrozi, Roesch, Messer, Margolis (7)

77 NAY: (0)

78

79 **A Resolution Establishing City Contributions To Employee Health Savings Accounts And Health**
80 **Reimbursement Accounts**

81

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

83

84 Mr. Messer read the title and moved for passage. Mr. Cappel seconded.

85

86 Mr. Messer explained that, if approved, this Resolution will continue the City's incentive contribution to employees'
87 Health Savings Accounts (and to Health Reimbursement Accounts for employees who, as a result of being enrolled
88 in Medicare, are no longer eligible for a Health Savings Account) for the period beginning September 1, 2021
89 through August 31, 2022. The City's contribution to employees' Health Savings Accounts is recommended to be
90 continued at \$1050 for a family plan and \$750 for a single plan for the twelve-month period of September 1, 2021
91 through August 31, 2022. In addition to the base City incentive contribution, it is recommended that the City
92 continue to match the employee's contribution to his/her Health Savings Account in an amount up to \$700 for
93 employees with family plans and up to \$500 for employees with single plans. The City's contribution to employees'
94 Health Reimbursement Accounts is recommended to be continued at \$1050 for a family plan and \$750 for a single
95 plan for the twelve-month period of September 1, 2021 through August 31, 2022. Employees cannot make
96 contributions to Health Reimbursement Accounts (HRA's); therefore, no matching employer contribution is
97 recommended for HRA's.

98

99 Mr. Messer asked if there were any updates.

100

101 Mr. Riblet stated that in response to a previous question regarding the number of employees who participate in the
102 incentive contribution program that out of the 72 fulltime staff members, 100% of the employees participate.

103

104 The roll was called and showed the following vote:

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September 1, 2021
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AYE: Bissmeyer, Suer, Dobrozsi, Roesch, Messer, Margolis, Cappel (7)
NAY: (0)

A Resolution Accepting a Bid and Authorizing The City Manager To Enter Into A Contract With J.K. Meurer Corporation for the Safety Center and Public Works Parking Lots Project

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

Mr. Cappel read the title and moved for passage. Mrs. Bissmeyer seconded.

Mr. Cappel explained that, if approved, this Resolution would authorize the City Manager to enter into a contract with J. K. Meurer Corporation for the Safety Center and Public Works Parking Lot paving project. It is requested that the base bid which includes the Safety Center and Public Works parking lots and also the alternate which includes the Municipal Pool parking lot be approved for funding in the amount of \$222,910. The amount of the recommendation includes \$16,511.00 in project contingency funding, which is an amount equal to 8% of the total of the base bid and alternate amount. The project is programmed in the 2021 Capital Improvement Program under accounts 410-101-5470 in the amount of \$35,000, 223-000-5470 in the amount of \$80,000, and 410-261-5470 in the amount of \$110,000.

Mr. Cappel asked if there were any updates.

Mr. Heitkamp replied there were none.

The roll was called and showed the following vote:

AYE: Suer, Dobrozsi, Roesch, Messer, Margolis, Cappel, Bissmeyer (7)
NAY: (0)

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

Vice Mayor Margolis asked Mr. Suer to proceed with the legislation.

An Ordinance Accepting Publicly Dedicated Easement Rights For Driveway Access Improvements from Various Property Owners on Montgomery Road and Declaring an Emergency

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

Mr. Suer read the title and moved to suspend the rules for three separate readings of the Ordinance. Mr. Cappel seconded.

The roll was called and showed the following vote:

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

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City Council Business Session Minutes
September 1, 2021
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205 The roll was called and showed the following vote:

206
207 AYE: Cappel, Bissmeyer, Suer, Dobrozsi, Roesch, Messer, Margolis (7)
208 NAY: (0)
209

210 ADMINISTRATION REPORT

211 Mr. Riblet reported the following items:

- 212 • City Council Work Session is scheduled for Wednesday, September 22 at 7:00 p.m.
- 213
- 214 • The Public Works Committee will meet on Monday, September 13 at 5:30 p.m. The Parks and Recreation
- 215 and Government Affairs Committees of Council have cancelled their meetings for the month of September.
- 216
- 217 • Interviews are being scheduled for Wednesday, September 29 with the three firms who expressed interest
- 218 in design of the interior and adjacent areas of the newly completed roundabout. Mayor Dobrozsi and Council
- 219 members Roesch and Suer have offered to participate in this process.
- 220
- 221 • Vice Mayor Margolis and Gary Heitkamp will be traveling to Montgomery, N.Y. on Friday, September 10
- 222 to attend their General Montgomery Day celebration on Saturday, September 11.
- 223
- 224 • Oral exams were completed today for the 13 firefighter/paramedic candidates. These scores will be
- 225 combined with written test scores and agility test scores to create an eligible list. The Civil Service
- 226 Commission is scheduled to meet on September 8 to certify the list. After this step is completed, the
- 227 interview and screening process will be conducted to fill seven full-time firefighter/paramedic positions.
- 228
- 229 • A reminder, The Dog Fest & the K-9 Kerplunk will be held on Monday, September 6, from 5:00 to 8:00
- 230 pm.
- 231
- 232 • A reminder, City offices will be closed on Monday, September 6, in recognition of the Labor Day holiday.
- 233
- 234 • As a reminder, the 2022 Budget Review Session is scheduled for Thursday, September 9 beginning at 5:30.
- 235 (A reminder that dinner will begin at 5:00). Earlier that day, the annual Montgomery Chamber appreciation
- 236 lunch will be held on Neuilly-Plaisance plaza from 11:30 a.m. to 1:00 pm. so if you're available and can
- 237 attend please do so.
- 238
- 239 • A Save the Date for the Smokin' Irish barbecue graciously provided by Mr. Donnellon, is scheduled for
- 240 Friday, October 22 at Terwilliger Lodge from 11:00 to 1:00. Please mark your calendars to attend if you
- 241 are available.
- 242
- 243 • A Happy Birthday to Connie Gaylor (September 2) and Mr. Harold Thomas (September 2).
- 244
- 245

246 APPROVAL OF MINUTES

247
248 Mayor Dobrozsi asked for a motion to approve the August 18, 2021 Work Session minutes.
249

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City Council Business Session Minutes
September 1, 2021
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250 Vice Mayor Margolis made a motion to approve the August 18, 2021 Work Session minutes as written. Mr. Messer
251 seconded. City Council unanimously agreed.

252
253 **MAYOR'S COURT REPORT**

254
255 Mayor Dobrozsi explained that Mayors Court Report for August would be presented at the September Work Session.

256
257 **OTHER BUSINESS**

258
259 Mr. Suer stated that he thought the Strategic Planning retreat was a very productive session with great participation
260 by all. He added that as the plan gets refined, he feels the City will have a very good plan for the next five years.

261
262 Mrs. Bissmeyer thanked staff for developing the plan and Mr. Uckotter for attending.

263
264 Mr. Cappel stated that it was really important to implement plans and that the City really does implement them. He
265 added he felt it was a great process.

266
267 Vice Mayor Margolis reminded staff of several upcoming meetings, as follows:

- 268
- 269 • The Hamilton County Municipal League will be hosting their next quarterly membership meeting on
270 Saturday, September 18, 2021 from 9:00-11:00 a.m. at the Robert Schuler Center, 11532 Deerfield Rd,
271 Cincinnati OH 45242. This is a joint meeting of the Hamilton County Municipal League, FSC-SWO, and
272 the Hamilton County Townships Association. Elected officials from all three of these organizations along
273 with village/city/township administrators are invited. All of the State Representatives and State Senators
274 for Hamilton County have been invited to attend this open forum meeting.
 - 275 • On Wednesday, September 29 the Hamilton County Emergency Management and Homeland Security
276 Agency will hold a Partners in Preparedness Meeting at the Sharonville Convention Center.
- 277
278

279 Vice Mayor Margolis reported that he attended the Ohio Redistricting Committee Meeting on August 24. He stated
280 that it was an interesting process, and he will look forward to seeing the results of the meeting.

281
282 Vice Mayor Margolis stated that regarding the Strategic Planning process that the planning was easy however its
283 how staff moves it forward that makes is a high-quality organization.

284
285 **ADJOURNMENT**

286
287 Mayor Dobrozsi asked if there was any further business to discuss in Public Session. There being none he asked for
288 a motion to adjourn.

289
290 Mr. Cappel moved to adjourn. Mrs. Bissmeyer seconded. City Council unanimously agreed.

291
292 City Council adjourned at 7:57 p.m.

293
294

Connie Gaylor, Clerk of Council

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City of Montgomery
City Council Special Session Minutes
September 9, 2021

Present

Brian Riblet, City Manager
Tracy Henao, Asst. City Manager/Acting Comm. Dev. Director
John Crowell, Chief of Police
Gary Heitkamp, Public Works Director
Katie Smiddy, Finance Director
Matthew Vanderhorst, Community and Information Services Director
Paul Wright, Fire Chief
Julie Machon, Recreation Coordinator
Connie Gaylor, Clerk of Council
TJ Shreve, Police Sargent
Derek Morgan, Finance Specialist
Mike Rogers, Public Works Supervisor
Sharon Savitt, Finance Specialist
Jason Brice, Fire Inspector
Ben Shapiro, Asst. Fire Chief

City Council Members Present

Chris Dobrozsi, Mayor
Craig Margolis, Vice Mayor
Lee Ann Bissmeyer
Mike Cappel
Gerri Harbison
Lynda Roesch
Ken Suer

City Council convened at in Council Chambers for the Special Budget Review Session at 5:37 p.m. with Mayor Dobrozsi presiding.

Mayor Dobrozsi asked for a motion to dispense of roll call as all members were present. Vice Mayor Margolis made the motion. Mr. Cappel seconded. City Council unanimously agreed.

Mayor Dobrozsi thanked staff for their work in the preparation of the 2022 Operating and Capital Budgets.

Mr. Riblet thanked staff for their time in compiling and reviewing the 2022-2026 budgets and the Finance Department for putting together a well-presented budget book. He stated that most budgets remained the same with few changes.

Mayor Dobrozsi asked Ms. Smiddy to proceed with her budget in brief presentation.

Review of the 2022 Operating and Capital Budget

Ms. Smiddy presented the budget brief of the 2022 Operating and Capital Budget.

Ms. Smiddy explained to the Committee that the 2022 Budget continues the current service levels, with new projects and service enhancements guided by the City's 2022-2026 Strategic Plan. Ms. Smiddy stated that the 2022 total budget has an estimated base budget of 51.7M including revenues of 32.5M and expenditures of 34.5M leaving an ending balance of 49.6M in the City's coffers.

Ms. Smiddy reported that the 2022 Budget includes 6 seasonal employees and 86 fulltime employees which also includes the hiring seven full-time firefighters to secure the department as a fulltime operation.

She stated that this information would be discussed in more detail at the formal review of the 2022 Operating and Capital Budget and the 2022-2026 Capital Improvement Program on September 9, 2021.

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55 Revenues Assumptions

56
57 Ms. Smiddy stated that the 2022 Operating and Capital Budget includes a few assumptions that are new and
58 different:

- 59
- 60 • A proposed 3-way earnings tax allocation 75/5/20 from current 80/20 split rolling back the city's top
- 61 revenue generators (Earnings tax and prop tax) to prior year levels
- 62 • Income tax collections in the general fund were rolled back to 2020 levels at 8M
- 63 • Property tax collections in general fund maintained at 2021 levels at 2.3M
- 64 • General fund transfer of 5 million in 2022 to fund Sequence 3 costs for the Montgomery Quarter in addition
- 65 to regular annual transfers.
- 66

67 Ms. Smiddy explained that in 2020 the City collected an all-time high of 10.1 M in earnings tax and currently, 2021
68 income tax collections are up 6% from 2020 collections. Utilizing the third party fiscal diagnostic tool, staff
69 incorporated revenue scenarios tied to assumptions about revenue forecasts. Staff has estimated total income tax
70 revenues by year end 2021 will be \$9,212,000, which represents a 5.7% decrease over actual collections for 2020
71 of 10.1M.

72
73 Ms. Smiddy explained the reappraisal and revaluation of all real property in Hamilton County last occurred in 2017
74 and will occur next in 2023. However, three years after the county's reappraisal and reevaluation, the State instructs
75 each county to update the reappraisal values. This process is referred to as the triennial. A triennial update was done
76 in 2020. Based on the triennial, the assessed valuation for the City increased from \$587 million in 2020 to \$674M.
77 Utilizing the third party fiscal diagnostic tool, staff incorporated revenue scenarios tied to assumptions about
78 revenue forecasts. Staff has estimated real estate property collections will remain at 2021 levels for the 2022 budget.

79
80 Total City Revenues

81
82 Ms. Smiddy explained that total City revenues for 2022 are forecasted at \$32.5M vs. \$51.2M for 2021. The 18.7M
83 difference is attributable to the anticipated bond proceeds for the public improvements at the Montgomery Quarter.

84
85 Total City Expenditures

86
87 Ms. Smiddy explained that total City expenditures are projected to be \$34.4M, which is a decrease of \$13.8M from
88 the 2010 forecasted expenditures of \$48.3M. This decrease is due to the completion of the Roundabout and Phase
89 I of the Montgomery Quarter.

90
91 Financial Forecasting Tool

92 Ms. Smiddy presented the Committee with graphs demonstrating a baseline forecast and scenarios from the
93 Management Partners financial tool software. She explained the following:

- 94
- 95 • **Baseline Forecast-** The baseline forecast presents conservative revenue assumptions at \$8M in earnings
- 96 tax budgeted for fiscal year 2022, which is at the 2020 fiscal year level.
- 97 • **Scenario 1, Historic Revenue Assumption-** In this scenario, the earnings tax is budgeted at \$8.5M for
- 98 2022, which is the 2021 level. A 2.75% growth factor is included.
- 99 • **Scenario 2, Modest Earnings Tax Reduction-** This scenario uses a conservative baseline forecast with a
- 100 5% reduction to earnings tax in fiscal year 2023. Staff anticipates regaining 2022 levels by 2028. This
- 101 scenario does reflect a \$1M revenue loss.
- 102 • **Scenario 3, Major Earnings Tax Reduction-** This scenario also uses a conservative baseline forecast but
- 103 with a 15% reduction to earnings tax in fiscal year 2023. Staff anticipates regaining 2022 levels by 2028.
- 104 This scenario does reflect a \$2.4M revenue loss.

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- 105 • **Scenario 4, Modest Earnings Tax Reduction v2-** This scenario uses scenario 1 as the baseline forecast
106 with a 5% reduction to earnings tax in 2023. Staff anticipates regaining 2022 levels by 2028. This scenario
107 does reflect a \$1.1M revenue loss.
- 108 • **Scenario 5, Major Earnings Tax Reduction v2-** This scenario uses scenario 1 as the baseline forecast
109 with a 15% reduction to earnings tax in 2023. Staff anticipates regaining 2022 levels by 2028. This scenario
110 does reflect a \$2.7M revenue loss.

111

112 **Fire/EMS Levy Fund**

113

114 Ms. Smiddy explained that the Fire/EMS Levy fund currently had a reserve balance of 35 months well over the
115 targeted fund balance of 6 to 12 months. She stated that the beginning balance in 2022 is anticipated to be \$10.8M
116 with an estimated ending balance of \$12.3M.

117

118 **Capital Improvement Fund**

119

120 Ms. Smiddy explained that in 2022, 20% of income tax revenues are allocated for capital improvements. She
121 explained that the beginning balance in 2022 is anticipated to be 4.09M ending with an anticipated \$3.02 M, leaving
122 \$1M in a reserve balance and a \$2M variance.

123

124 **Debt Service**

125

126 Ms. Smiddy explained that there were three projects budgeted in the Debt Service fund. They are: Vintage Club
127 Phase I, Vintage Club Phase II, and the Montgomery Quarter \$7.5M Ban that was issued last year.

128

129 **Personnel Costs**

130

131 Ms. Smiddy explained that the City maintains three labor agreements with its staff: AFSCME-Public Works which
132 expires in August of 2023, IAFF-Fire which expired in March of 2021, and FOP-Police which expires in June of
133 2022.

134

135 Ms. Smiddy added that to personnel costs are the City's contributions to health care costs which is budgeted at
136 \$1.5M in 2022 and increasing to \$2.05 M in 2026. She stated that future increases are based on annual increases of
137 10% for medical and 3% for dental insurance.

138

139 **Solid Waste and Recycling Costs**

140

141 Ms. Smiddy reported that the City currently spends \$645, 331 annual on solid waste and recycling expenses. She
142 stated that this cost along is 6% of the City's entire budget. She stated that this includes eight weeks of unlimited
143 yard waste collection and holiday greenery collection as well.

144

145 Mr. Suer stated that as this cost keeps growing, City Council may at some point need to consider asking the residents
146 to supplement some of this cost or looking for alternative services to reduce expenditures.

147

148 Ms. Gaylor explained that 2022 would complete the five-year contract term with Rumpke at which time Council
149 can consider approving an option year to extend the contract or going out to bid. She stated that there were options
150 added to the last bid to provide Council with alternatives to save money and that those would be reviewed and
151 included in the next bid as well.

152

153

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154 Staff and Council continued through each department's budget lines and discussed 2021 accomplishments and 2022
155 requests.
156

157 City Council thanked staff for their efforts on a very detailed budget presentation in tough times. They thanked staff
158 for identifying ways to deliver high levels of service to the residents under the current circumstances.
159

160 **OTHER BUSINESS**
161

162 Mayor Dobrozsi asked if there was any further business to discuss in Public Session. There being none, he asked
163 for a motion to adjourn.
164

165 Mrs. Bissmeyer moved to adjourn. Mr. Messer seconded. City Council unanimously agreed.
166

167 The Special Budget Review Session of City Council adjourned at 8:00 p.m.
168
169
170
171
172
173

Connie Gaylor, Clerk of Council