

December 22, 2021

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Business Session of Wednesday, January 5, 2022

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, January 5, 2022 at 7:00 p.m.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
 - a. Tom Gregory and family will be present to receive a Proclamation honoring the Montgomery Inn's 70th anniversary
5. Guest and Residents
6. Legislation for Consideration this Evening

Pending Legislation

There is no pending legislation

New Legislation

- a. A Resolution Authorizing the City Manager to Contract with National Inspection Corporation for Professional Services to Serve as Building Official and to Provide Plan Review and Field Inspection Authority and Services for the City's Building Department for the Calendar Year 2022—(Vice Mayor Bissmeyer) Information has been previously supplied on this legislation that, if passed, would authorize the City Manager to enter into a contract with National Inspection Corporation for professional services to serve as Building Official and to provide plan review and

field inspection authority and services for the City's Building Department for the calendar year 2022. The City has contracted for approximately 18 years with National Inspection Corporation to provide plan review and field inspection authority and services for the City's building department and the City continues to be very satisfied with their ability to perform each of these duties.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- b. A Resolution Authorizing the City Manager to Enter into a Contract with CT Consultants, Inc. for Professional Services Related to General Engineering and Architectural Services for Calendar Year 2022—(Mr. Cappel) Information has been previously supplied on this legislation that, if passed, would authorize the City Manager to enter into a contract with CT Consultants, Inc. for professional engineering and architectural services for calendar year 2022. The City has contracted for approximately 30 years with CT Consultants to provide civil, traffic, structural, electrical and storm water engineering services. CT Consultants has provided a competitive fee structure for 2022 including slight hourly rate increases for engineering services. As was provided in previous years, CT Consultants has deleted the line item for billing of the "Principal" from the fee schedule. If for any reason the Principal Engineer provides engineering services during the contract year for development/design review or project design/review, that work would be billed at the hourly rate of a "Senior Manager". Funding for this professional services contract is included in the City's 2022 Operating Budget in both the Public Works and Community Development operating budgets.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- c. A Resolution Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Elex, Inc. for the Montgomery Heritage District Traffic Signal Project—(Mr. Cappel) Information has been previously supplied on this legislation that, if passed, would authorize the City Manager to enter into a contract with Elex, Inc. for the Montgomery Heritage District Traffic Signals Improvement project. The project was included in the Capital Improvement Budget for 2021 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$185,680.00, which is the amount of the Base Bid plus 10% contingency.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- d. A Resolution Authorizing The City Manager To Enter Into A Contract With Human Nature, Inc. For Professional Design And Engineering Services Related To The Ronald Reagan Cross County Highway/Montgomery Road Interchange Landscaping Project—(Mr. Messer) Information has been previously supplied on this legislation that, if passed, would authorize the City Manager to enter into a contract with Human Nature, Inc. for design and engineering services for the Ronald Reagan Cross County Highway/Montgomery Interchange landscaping project.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- e. A Resolution Authorizing The City Manager To Enter Into A Lease For City Copier Equipment And Authorize Related Services—(Mr. Dobrozsi) Information has been previously supplied on this legislation that, if passed, would authorize the City Manager to enter into a contract with ProSource for the lease of copiers and related services. The current copier lease expires on April 1, 2022. A request for proposal was published on September 8, 2021, to solicit quotes for the replacement of equipment and maintenance agreements for the copiers located at City Hall, Public Works, and the Safety Center. A total of six proposals were received representing ten copier brands. After review, staff recommends ProSource Option 1 that includes four Konica copiers and related lease and maintenance costs totaling \$62,817.60. ProSource is an approved State of Ohio cooperative purchasing vendor.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

7. Administration Report
8. Minutes- December 15, 2021 Work Session
9. Mayor's Court Report

10. Other Business

11. Executive Session

12. Adjournment

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

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

January 5, 2022

City Hall

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
 - a. Tom Gregory and family will be present to receive a Proclamation honoring the Montgomery Inn's 70th anniversary
5. Guest and Residents
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Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- b. A Resolution Authorizing the City Manager to Enter into a Contract with CT Consultants, Inc. for Professional Services Related to General Engineering and Architectural Services for Calendar Year 2022—(Mr. Cappel)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- c. A Resolution Authorizing the City Manager to Enter into a Contract with Elex Inc. for the Montgomery Heritage District Traffic Signal Project—(Mr. Cappel)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- d. A Resolution Authorizing The City Manager To Enter Into A Contract With Human Nature, Inc. For Professional Design And Engineering Services Related To The Ronald Reagan Cross County Highway/Montgomery Road Interchange Landscaping Project—(Mr. Messer)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

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

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

7. Administration Report

8. Approval of Minutes - December 15, 2021 Work Session

9. Mayor's Court Report

10. Other Business

11. Executive Session

12. Adjournment

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

RESOLUTION NO , 2022

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

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

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

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

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

SECTION 1. The City Manager is hereby authorized to contract with National Inspection Corporation for professional services to be provided to the City of Montgomery for calendar year 2022 according to the attached Agreement submitted by National Inspection Corporation attached hereto as Exhibit "A" and incorporated herein by reference.

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

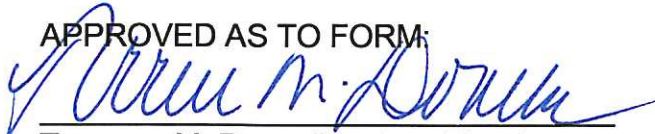
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

AGREEMENT

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

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

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

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

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

NOW, THEREFORE, Montgomery and NIC agree as follows:

1. Montgomery and NIC agree that NIC shall exercise enforcement authority for inspections and approval of plans and specifications, issue plan and specification approval and make field inspections on behalf of Montgomery for enforcement of state and local building codes, including the Ohio Building Code

and Ohio Residential Building Code, and such other regulations as Montgomery may adopt related to building construction (individually and collectively "Code"). NIC shall designate a person within NIC to serve as the Certified Building Official for the City. Such authority conveyed to NIC by this Agreement shall be no more than the authority conveyed to Montgomery, Ohio by its building codes and by state law. The extension of this authority to NIC shall not authorize NIC to waive any requirements of the zoning or building codes on behalf of the City.

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

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

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

In accordance with the schedule of fees adopted by Montgomery, commencing January 1, 2013 Montgomery shall pay NIC for services rendered ninety percent (90%) of all fees received by Montgomery pursuant to such ordinance. The fees received by Montgomery for which NIC shall receive

compensation do not include any penalty fees or penalties assessed by Montgomery for Code enforcement. Net fees shall be the amount of the gross fees paid to the City, less such administrative fees as are required to be paid to the Ohio Board of Building Standards. Collection of permit fees shall be the sole responsibility of Montgomery. NIC shall invoice Montgomery monthly itemizing the project reviewed and fees due. Any other fees required to be collected with the building permit such as water, sewer or environmental impact fees shall be collected by Montgomery and shall not be considered as a part of the net fee structure upon which NIC shall be compensated.

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

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

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

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

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

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

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

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

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

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

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

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

8. This Agreement shall be effective January 1, 2022. This Agreement shall be renewable for continuing one-year terms unless terminated by either party with written notice directed to the other party sixty (60) days in advance of such renewal date. Either party may terminate this Agreement without cause with sixty (60) days notice to the other party after the first anniversary of this Agreement. While this agreement is in effect and for one year after termination, Montgomery will not offer employment to, nor solicit any employment applications from employees, former employees or contractors of NIC who provided service to Montgomery under this or a predecessor Agreement.

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

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

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

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

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

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

CITY OF MONTGOMERY, OHIO

Date: _____

By: _____

Brian Riblet

Its: City Manager

**NATIONAL INSPECTION
CORPORATION**

Date: _____

By: _____

Andrew McKenzie

Its: President

APPROVED AS TO FORM:

Terrence M. Donnellon
Law Director for City of Montgomery

RESOLUTION NO. , 2022

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

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

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

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

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with CT Consultants, Inc. for professional services to be provided to the City of Montgomery for calendar year 2022 according to the schedule submitted by CT Consultants, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

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

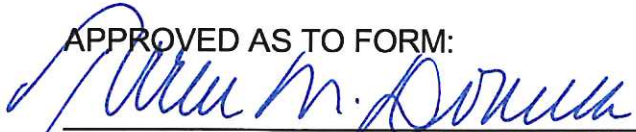
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



September 10, 2021

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

RE: 2022 Professional Services Fee Adjustment

Dear Brian:

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

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


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

Thank you for your long term trust.

Respectfully,
CT Consultants, Inc.



Mark V. Brueggemann, P.E.
Vice President



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

MVB:rgf

Enclosure

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



CITY OF MONTGOMERY

2022 HOURLY FEE SCHEDULE

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

Expenses at Cost Plus 10%

CT CONSULTANTS, INC.

2022 MONTGOMERY FEE SCHEDULE

RESOLUTION NO. _____, 2022

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

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

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

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

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

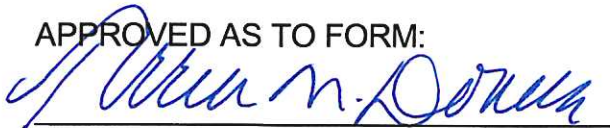
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

RESOLUTION NO. , 2022

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

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

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

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

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with Human Nature, Inc. for professional services to be provided to the City for the Ronald Reagan Cross County Highway/Montgomery Road Interchange Landscaping Project according to the Agreement submitted by Human Nature, Inc., attached hereto as Exhibit "A" and incorporated herein by reference, with a base fee of \$64,000.

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

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

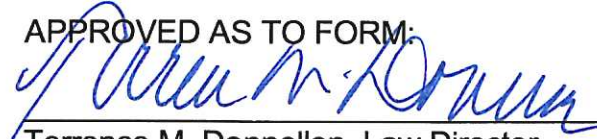
its passage.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

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

Article 1 Landscape Architect's Basic and Additional Services

Landscape Architect's Basic Services are:

Task 1.0: Project Startup and Administration

1.1 Project Administration/Team Coordination

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

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

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

1.2 Digital Base and Site Observations

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

1.3 Public Engagement

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

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

Task 2.0 Concept Confirmation

2.1 Design

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

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

Task 3.0 Schematic/30% Design

3.1 30% Design

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

Drawings expected at 30% Design include:

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

3.2 Cost Estimate

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

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

Exclusions:

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

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

Article 2 Client’s Responsibilities

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

Article 3 Estimated Schedule and Project Budget

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

original budget.

C. Schedule:

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

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

E.

Article 4 Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

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

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

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

Article 5 Termination

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

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

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

Article 6 Dispute Resolution

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

Article 7 Use and Ownership of Landscape Architect's Documents

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

Article 8 Miscellaneous Provisions.

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

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

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

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

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

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

LANDSCAPE ARCHITECT:

CLIENT:

HUMAN NATURE, INC., an Ohio corporation

City of Montgomery

By: _____
Gary R. Wolnitzek

President

Date: _____

By: _____
Printed Name: Brian Riblet

Its: City Manager

Date: _____

RESOLUTION NO. , 2022

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

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

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

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

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

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

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with ProSource to acquire four (4) copiers, related equipment and Maintenance and Service Agreement at a total five-year cost of \$33,470.00 for the equipment and software lease, and a separate five-year Support Agreement totaling \$29,340.00 plus related overcharges based upon copy usage.

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

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

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

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City of Montgomery
City Council Work Session Minutes
December 15, 2021

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Kevin Chesar, Community Development Director
John Crowell, Police Chief
Gary Heitkamp, Public Works Director
Katie Smiddy, Finance Director
Paul Wright, Fire Chief
Matthew Vanderhorst, Community and Information Services Dir.
Connie Gaylor, Clerk of Council

City Council Members Present

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

Council convened its Work Session for December 15, 2021 at 6:50 p.m. in City Council Chambers with Mayor Margolis presiding.

ROLL CALL

Mayor Margolis asked for a motion to dispense with the roll call as all members were present.

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

Mayor Margolis asked for a moment of silence in remembrance of the victims of the devastating tornadoes that swept across Kentucky and surrounding states.

LEGISLATION FOR CONSIDERATION THIS EVENING

An Ordinance to Amend Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio, During the Fiscal Year Ending December 31, 2021

Mr. Dobrozsi recused himself from the discussion and vote of this legislation. 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.

Mayor Margolis stated that he would need a motion to add this legislation to the agenda for consideration this evening.

Mr. Cappel made a motion to add the legislation to the agenda for consideration this evening. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

Mayor Margolis assigned the legislation to Mr. Suer.

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

Mr. Suer read the title and moved suspension of the rules that requires three separate readings of the Ordinance. Mr. Cappel seconded.

The roll was called, and showed the following vote:

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

56 NAY: (0)

57 ABSTAIN: Dobrozsi (1)

58

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

60

61 Mr. Suer explained that, if approved, this Ordinance will amend appropriations for current expenses and other
62 expenditures during the fiscal year ending December 31, 2021. The year-end supplemental appropriations are
63 necessary to reconcile line items which had expenditures exceed budget for various reasons, which need additional
64 appropriations or are required to be reduced by law. He added that this was discussed at the December 6 Financial
65 Planning Committee meeting and was a normal part of year end processes in the Finance Department.

66

67 Mr. Messer asked if this meant funds were overspent.

68

69 Ms. Smiddy explained that this was to balance out specific fund lines in the budget but that it did not mean we over
70 appropriated and does not impact our reserves. She explained that when line items are forecasted when the budget
71 is prepared that often times there are items that have to be estimated and when the actual numbers come in, they
72 may be higher.

73

74 The roll was called, and showed the following vote:

75

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

77 NAY: (0)

78 ABSTAIN: Dobrozsi (1)

79

80 **A Resolution Authorizing An Amendment To The Current Contract With Donnellon, Donnellon & Miller**
81 **For Legal Services To The City Of Montgomery**

82

83 Mayor Margolis stated that he would need a motion to add this legislation to the agenda for consideration this
84 evening.

85

86 Mr. Cappel made a motion to add the legislation to the agenda for consideration this evening. Vice Mayor Bissmeyer
87 seconded. City Council unanimously agreed.

88

89 Mayor Margolis assigned the legislation to Mr. Messer.

90

91 Mr. Messer moved to read by title only. Mr. Cappel seconded. City Council unanimously agreed.

92

93 Mr. Messer read the title and moved passage of the legislation. Mr. Cappel seconded.

94

95 Mr. Messer explained that, if passed, this legislation would authorize an amendment to the current contract with
96 Donnellon, Donnellon and Miller for legal services to the City of Montgomery for the year 2022. He stated that
97 Council and staff recently completed the annual evaluation process for Mr. Donnellon, and all expressed the
98 excellent work performed by Mr. Donnellon and his team.

99

100 The roll was called, and showed the following vote:

101

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

103 NAY: (0)

104

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City Council Work Session Minutes

December 15, 2021

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105 **A Resolution Amending and Correcting Resolution No. 42, 2021**

106

107 Mayor Margolis stated that he would need a motion to add this legislation to the agenda for consideration this
108 evening.

109

110 Mr. Cappel made a motion to add the legislation to the agenda for consideration this evening. Vice Mayor
111 Bissmeyer seconded. City Council unanimously agreed.

112

113 Mayor Margolis assigned the legislation to Vice Mayor Bissmeyer.

114

115 Vice Mayor Bissmeyer moved to read by title only. Mr. Cappel seconded. City Council unanimously agreed.

116

117 Vice Mayor Bissmeyer read the title and moved passage of the legislation. Mr. Cappel seconded.

118

119 Mr. Donnellon explained that, if passed, this Resolution would amend and correct Resolution 42, 2021 passed on
120 December 1, 2021 establishing a Community Entertainment District. Mr. Donnellon explained that it was noticed
121 that the original survey did not include one of the five subdivided lots of Lot 2 of the Montgomery Quarter
122 specifically parcel number 603-0004-0207. This correction will enable an applicant to secure a liquor license for
123 this location within the development and does not affect the acreage.

124

125 The roll was called, and showed the following vote:

126

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

128

128 NAY: (0)

129

130 **ESTABLISHING AN AGENDA FOR JANUARY 5, 2022 BUSINESS SESSION**

131

132 **NEW LEGISLATION**

133

134 **A Resolution Authorizing the City Manager to Contract with National Inspection Corporation for**
135 **Professional Services to Serve as Building Official and to Provide Plan Review and Field Inspection Authority**
136 **and Services for the City's Building Department for the Calendar Year 2022**

137

138 Mayor Margolis assigned the legislation to Vice Mayor Bissmeyer

139

140 Mr. Chesar explained that, if approved, this legislation would authorize the City Manager to enter into a contract
141 with National Inspection Corporation for professional services to serve as Building Official and to provide plan
142 review and field inspection authority and services for the City's Building Department for the calendar year 2022.
143 The City has contracted for approximately 18 years with National Inspection Corporation to provide plan review
144 and field inspection authority and services for the City's building department and the City continues to be very
145 satisfied with their ability to perform each of these duties.

146

147 Mr. Messer asked how much was spent with NIC this year.

148

149 Mr. Chesar replied that close to \$650,000 was spent this year but reminded Council that this is a pass-through cost,
150 and the City does actually get a portion of those funds from permit fees. He stated that there have been 616 permits
151 processed this year so far.

152

153 Mayor Margolis asked how the approval ratings for NIC have been.

154

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155 Ms. Henao replied that according to a survey that is done annually with permit holders that 98% answered satisfied
156 or highly satisfied with their performance.

157
158 **A Resolution Authorizing the City Manager to Enter into a Contract with CT Consultants, Inc. for**
159 **Professional Services Related to General Engineering and Architectural Services**

160
161 Mayor Margolis assigned the legislation to Mr. Cappel.

162
163 Mr. Heitkamp explained that, if approved, this Resolution would authorize the City Manager to enter into a contract
164 with CT Consultants, Inc. for professional engineering and architectural services for calendar year 2022. The City
165 has contracted for approximately 30 years with CT Consultants to provide civil, traffic, structural, electrical and
166 storm water engineering services. CT Consultants has provided a competitive fee structure for 2022 including slight
167 hourly rate increases for engineering services. As was provided in previous years, CT Consultants has deleted the
168 line item for billing of the "Principal" from the fee schedule. If for any reason the Principal Engineer provides
169 engineering services during the contract year for development/design review or project design/review, that work
170 would be billed at the hourly rate of a "Senior Manager". Funding for this professional services contract is included
171 in the City's 2022 Operating Budget in both the Public Works and Community Development operating budgets.

172
173 Mr. Cappel asked if the new contract would continue to waive the Principal Engineer fees.

174
175 Mr. Heitkamp replied that it does and if there were a need to have Principal Engineer services it would be billed as
176 a Senior Engineer rate.

177
178 Mr. Dobrozsi stated that he felt the rates were competitive to the industry standard.

179
180 Mr. Messer asked how much had been spent through this contract this year.

181
182 Mr. Heitkamp explained that he could email that information to Mr. Messer as he would have to compile the amount
183 spent by all departments.

184
185 Mr. Messer asked why some services were bid out and some were secured straight through contracts.

186
187 Mr. Riblet replied that professional services such as engineering are not always tied to a specific project or dollar
188 amount so a blanket contract such as this is the better path to take. He explained that professional services are also
189 at a different threshold for bidding than say a construction or street project.

190
191 Mr. Heitkamp explained that a benefit of consecutive contracts is that there is institutional knowledge with the staff
192 such as Jay Korros who has worked with the City for years through CT Consultants and knows the signal format,
193 roadways and area of the city so he is able to provide knowledge that others would not.

194
195 **A Resolution Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Elex, Inc. for**
196 **the Montgomery Heritage District Traffic Signal Project**

197
198 Mayor Margolis assigned the legislation to Mr. Cappel.

199
200 Mr. Heitkamp explained that, if approved, this Resolution authorize the City Manager to enter into a contract with
201 Elex, Inc. to complete the Montgomery Heritage District Traffic Signal Improvement Project. He stated that the
202 project was included in the Capital Improvement Budget for 2021 and will be funded through account 410-261-
203 5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$185,680.00,
204 which is the amount of the Base Bid plus 10% contingency.

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

213
214 Mr. Heitkamp explained the project was publicly advertised, and a bid opening was held on Tuesday, December 7.
215 A total of three (3) bids were received for this project. The lowest and best bid received was provided by Elex, Inc.
216 The amount of the recommendation includes \$16,880 in project contingency funding, which is an amount equal to
217 10% of the Base Bid amount.

218
219 Mr. Cappel asked if this was a traffic control system and if it replaced what is currently in place.

220
221 Mr. Heitkamp replied that we have a system that detects traffic through a loop placed in the pavement and includes
222 some cameras. He explained that the current system only operates off of information that Jay Korros puts into the
223 software. He explained that the new traffic signals would replace all of that and include superior technology that
224 would monitor traffic and adjust the timing automatically.

225
226 Mr. Cappel asked if the new system would communicate with emergency vehicles.

227
228 Mr. Heitkamp explained that the preemption sensors operate off of sound and not off of cameras so they will be
229 there but are not part of the actual signal hardware or software. He explained that the contract also includes new
230 signals to be installed at the MQ and also at Kennedy Lane.

231
232 Vice Mayor Bissmeyer asked if the goal was to upgrade all signals and how many were there in total. She also asked
233 if they are calibrated to each other.

234
235 Mr. Heitkamp replied that there were 14 signals in total that will be upgraded. The state there are funds budgeted in
236 2023 to include the Schoolhouse Lane signal and those north of downtown up to I-275. He stated that they will
237 communicate with each other and calculate speeds in between lights to calibrate the timing of the lights.

238
239 Mr. Suer stated that if Mr. Korros feels it will be an improvement, then he looks forward to the new software
240 providing more efficiency in the management of traffic.

241
242 Mrs. Naiman asked if Mr. Heitkamp knew of surrounding entities who have used this technology and what kind of
243 an effect it has had on their traffic.

244
245 Mr. Heitkamp stated that he would reach out to surrounding entities that are using the technology for their feedback
246 and provide an update on that.

247
248 Mr. Messer stated that he felt this was an exciting step in addressing the traffic concerns of residents. He asked if
249 there was grant funding available due to the decrease in emissions.

250
251 Mr. Heitkamp stated he was not aware of grant funding but would look into it for the next phase of installations in
252 2023.

253
254 Mrs. Naiman asked who does the programming of the signals.

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255 Mr. Heitkamp stated that Mr. Korros who is the project manager of this project will work with Elex in the
256 programming, but he felt that Path Master who produced the software would do the initial programming.

257
258 Vice Mayor Bissmeyer asked if the signals would have the capabilities to identify license plates for reasons such as
259 Amber or Silver Alerts.

260
261 Mr. Heitkamp replied that the signals will just detect movement and wouldn't be able to focus in on license plates.

262
263 Chief Crowell added that there is technology that uses a high-resolution camera to be mounted to the signal, but
264 they are very pricey.

265
266 **A Resolution Authorizing The City Manager To Enter Into A Contract With Human Nature, Inc. For**
267 **Professional Design And Engineering Services Related To The Ronald Reagan Cross County**
268 **Highway/Montgomery Road Interchange Landscaping Project**

269
270 Mayor Margolis assigned the legislation to Mr. Messer.

271
272 Mr. Riblet explained that, if approved, this Resolution would authorize an agreement with Human Nature, Inc. to
273 provide professional services for the Ronald Reagan Highway and Montgomery Road Roundabout Landscape
274 Design. He explained that in August 2021 the City conducted a Request for Qualifications process to solicit firms
275 that were interested in providing design services at the newly completed roundabout at the interchange of
276 Montgomery Road and Ronald Reagan Highway to include landscape, hardscape, and other miscellaneous structural
277 components. The City received (3) responses from firms including:

- 278 • MKSK
279 • The Kleingers Group
280 • Human Nature

281
282 After reviewing the submittals staff elected to invite all (3) firms to participate in an interview process and were
283 asked to develop a high-level conceptual design for the interior of the roundabout and immediate islands around
284 and adjacent to the roundabout. Interviews were conducted on September 29 and after lengthy review and
285 discussion the committee consisting of Council members Chris Dobrozsi, Ken Suer, Lynda Roesch, Darla Hall
286 (Beautification & Tree Commission), Bonnie Pendleton (Arts Commission), and staff members Gary Heitkamp,
287 Terry Willenbrink, Tracy Henao and myself; selected Human Nature as the preferred firm to work with to advance
288 design for the project.

289
290 He explained that a kick-off meeting with Human Nature was conducted on Wednesday, November 3 to further
291 discuss the vision for the project, anticipated timing of construction and other related items. It was decided that
292 Human Nature would provide a scope and fee proposal to advance design services and construction drawings to a
293 30% status and include an estimated cost of construction based upon those drawings. Human Nature will provide
294 2-3 alternatives for consideration, conduct meetings with the City and host an open house for general feedback from
295 the public. The proposed fee to provide these services is \$64,000

296
297 In closing, Mr. Riblet stated that staff recommends City Council approve a request authorizing an agreement with
298 Human Nature Inc. to provide professional services for the Ronald Reagan Highway and Montgomery Road
299 Roundabout Landscape Design for an amount not to exceed \$69,500 which includes the base bid of \$64,000 and
300 \$5,500 for incidental items that may arise through the design process.

301
302 Mr. Cappel explained that he was asked a question about the safety of the landscaping at the roundabout and where
303 liability would fall if there were claims made due to the landscaping causing sight issues resulting in accidents.

304

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305 Mr. Riblet explained that safety was a key concern when the RFP was issued and discussed. He stated that design
306 of the landscape would be focused on directing attention to the roadway and not to the center of the roundabout.
307 He stated that pedestrian and vehicular traffic is a top priority.

308
309 Mr. Dobrozsi stated that he would recuse himself from the discussion and vote on this legislation. He explained that
310 although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability companies in
311 partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion and abstain
312 from voting upon legislation related to the Montgomery Quarter project.

313
314 **A Resolution Authorizing The City Manager To Enter Into A Lease For City Copier Equipment And**
315 **Authorize Related Services**

316
317 Mayor Margolis assigned the legislation to Mr. Dobrozsi.

318
319 Mr. Vanderhorst explained that, if approved, this Resolution would authorize the City Manager to enter into a
320 contract with US Bank Equipment Finance to acquire copiers and related services. He explained that the current
321 copier lease expires on April 1, 2022 and given the continued supply chain issue affecting many economic sectors,
322 staff thought it would be prudent to start the replacement process earlier than in the past. A request for proposal was
323 published on September 8, 2021, to solicit quotes for the replacement of equipment and maintenance agreements
324 for the copiers located at City Hall, Public Works, and the Safety Center. A total of six proposals were received
325 representing ten copier brands. He explained that after review staff determined that ProSource Option 1 (Konica)
326 copiers and maintenance agreement proposed by ProSource best meets the needs of the City of Montgomery. This
327 recommendation is based on cost, specification review, hardware demonstrations, and positive feedback from
328 references that Prosource provided.

329
330 Mr. Vanderhorst added that staff has used approximately 1.5M sheets of paper over the past five years and has spent
331 \$78,000 as of September of this year.

332
333 **ADMINISTRATION REPORT**

334
335 Mr. Riblet reported the following items:

- 336
- 337 • The next City Council Business Session is scheduled for Wednesday, January 5 2022 at 7:00 p.m.
 - 338
 - 339 • The Law and Safety, Financial Planning, and Planning Zoning and Landmarks Committees have cancelled
340 their meetings for January.
 - 341
 - 342 • The Government Affairs and Public Works Committees are expected to meet on Monday, January 10 at
343 4:30 and 5:30 p.m. respectively. The Parks and Recreation Committee is not anticipated to have agenda
344 items at this time, but an update will be provided at the January 5 Business Session.
 - 345
 - 346 • The City of Montgomery recently partnered with the Center for Internet Security (CIS) to improve City
347 network and computer security measures. This new World-Class antivirus service is operated 24x7x365 at
348 a Security Operations Center (SOC). The SOC will continuously monitor and manage the antivirus/endpoint
349 software, including analyzing malicious activity and escalating actionable threats to the City, and quickly
350 isolate infected systems if an attack is underway.
 - 351

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- 377
- Amy Frederick and Matthew Vanderhorst continue to work on a podcast to commemorate the 40th anniversary of the FBI plane crash in Montgomery on December 16, 1982. An upcoming interview is scheduled with the daughter of one of the agents that died in the tragic incident.
 - Breakfast with Santa was held on Saturday, December 11 and was a great success.
 - Approximately 85 adults and children attended each session which was a total of 255 during the three sessions as compared to 184 in 2019.
 - After supply expenses the Holiday Family Fund received \$768 which is up from 2019 where the fund received \$575.
 - Matthew 25 Ministries also benefited from the event by receiving two full bins of donated shelf stable food items.
 - The following staff members have submitted for their retirements in 2022:
 - Sharon Savitt – January 31 (25 years)
 - Sgt. Mike Plaatje – April 2 (33 years)
 - Terry Willenbrink – May 20 (35 years)
 - Jessica Hunt will be joining City staff on Monday, January 3 as a Finance Specialist.
 - The second restaurant for the MQ has been secured and it is the Livery Restaurant. This is part of the Cunningham Restaurant Group who currently have locations in Indianapolis and Noblesville, Indiana. The name comes from the original location in Indianapolis as the building was the post office horse livery from the 1800's when mail was delivered by horseback.

LAW DIRECTOR REPORT

Mr. Donnellon thanked everyone for their trust and confidence in him as the Law Director and looks forward to another year of working with the City, He wished everyone happy holidays.

CITY COUNCIL REPORTS

Mr. Cappel

Mr. Cappel reported the monthly cardboard recycling is scheduled for December 18 at which time the EAC will continue to also take holiday lights and electric cords for recycling.

Vice Mayor Bissmeyer

Vice Mayor Bissmeyer reported on the following:

- She attended a Hamilton County Municipal League meeting where Nick Crossley of the Hamilton County Emergency Management Association was the presenter.
- She commented on how well attended the Holiday in the Village, BAMSO Concert, and the Live at the Uni events were.
- The Law and Safety Committee met and discussed a No Engine Brake issue. Staff will do more studies on this topic and report back to the Committee.
- She rode along with the K9 Unit of the police department.

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402 **Mr. Dobrozsi**

403

404 Mr. Dobrozsi shared his appreciation for the tree lighting and Holiday in the Village event and how well it went.

405

406 **Mrs. Naiman**

407

408 Mrs. Naiman reported that she attended the Law and Safety Committee meeting in preparation of being on that
409 committee in January.

410

411 **Mr. Suer**

412

413 Mr. Suer reported on the success of the holiday events and how nice it was to see all the residents participate with
414 their children.

415

416 Mr. Suer stated that in light of the tornado that went through Kentucky and the surrounding states that he felt it
417 would be good to receive a refresher on the City's Emergency Operation Plan.

418

419 **Mr. Messer**

420

421 Mr. Messer reported that 104 people attended the Live at the Uni event with Mandi Gaines and having those events
422 at Sycamore High School has allowed for a more comfortable and safer seating capacity.

423

424 Mr. Messer reported that he also rode along with the Fire Department that week and Fire Chief Wright provided a
425 overview of the Emergency Operations Plan and he asked that a review of the plan could be done at an upcoming
426 Law and Safety Committee meeting.

427

428 **Mayor Margolis**

429

430 Mayor Margolis added to the discussion on the Emergency Operations Plan that the City is considered the Gold
431 Standard of what the HCEMA does. He thanked staff for the exceptional events that were held over the holiday
432 season.

433

434 **MINUTES**

435

436 Mr. Cappel moved to approve the minutes from the December 1 Organizational and Business Session. Vice Mayor
437 Bissmeyer seconded. City Council unanimously agreed.

438

439 **MAYORS COURT REPORT**

440

441 Mayor Margolis made a motion to disburse the Mayors Court Collection for November in the amount of \$10,030.00.
442 Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

443

444 **OTHER BUSINESS**

445

446 **Application for a Trex Transfer Request**

447

448 Mr. Riblet explained that a TREX Transfer request was received from A Tavola Trattoria LLC dba Taglio's at 9321
449 Montgomery Road. This request, if approved, would allow the request form to be forwarded to the State of Ohio
450 Division of Liquor Control Board for consideration. He added that we would subsequently receive a form allowing
451 City Council to request a hearing in the same license.

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452 Mr. Cappel made a motion to accept the Trex application from Taglio's. Vice Mayor Bissmeyer seconded. City
453 Council unanimously agreed.

454

455 **ADJOURNMENT**

456

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

459

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

461

462 City Council adjourned at 8:13 p.m.

463

464

465

466

Connie Gaylor, Clerk of Council