

June 17, 2022

TO: Mayor and City Council Members

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

SUBJECT: City Council Work Session of Wednesday, June 22, 2022

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, June 22 immediately after the conclusion of a Public Hearing scheduled at 6:45 p.m.

As a reminder, the following Board and Commission Chair Updates will be held prior to the Work Session:

- Benny Miles- Civil Service 6:00 p.m.
- Chip Harrod- Diversity & inclusion 6:15 p.m.
- Greg Leader- Arts Commission 6:30 p.m.

Public Hearing

A Public Hearing is scheduled at 6:45 for the 2023 Tax Budget.

At the close of this presentation, City Council can remand the matter to Financial Planning for more specific information or take the information under advisement and then take formal action on the request via consideration of the Resolution adopting the Tax Budget for 2023 at the July 6, 2022 Business Session. This legislation is presented under the New Legislation section of this Work Session agenda.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentations
 - a. Members of the Sycamore High School Tennis Team and Coach Mike Teets will be in attendance to accept a proclamation honoring their 2022 State Championship award.
 - b. Lauren Barnes and Track Coach Hank Ray will be in attendance to accept a proclamation honoring Lauren's 2022 High Jump State Championship award.

- c. Terry Sherrer with A Kid Again of Montgomery will provide a presentation to City Council on the organizations' efforts in providing experiences to families with children dealing with life threatening conditions.
4. Guest and Residents
5. Legislation for Consideration this Evening
6. Establishing an Agenda for July 6, 2022 Business Session

Pending Legislation

New Legislation

- a. A Resolution Adopting A Tax Budget For 2023— Please refer to the Public Hearing packet on the proposed 2023 Tax Budget as prepared by Katie Smiddy, Finance Director. The preparation of the Tax Budget is an annual requirement for governmental jurisdictions per the Ohio Revised Code, Section 5705.28. The Financial Planning Committee of City Council reviewed the City's 2023 Tax Budget at its May 2, 2022 meeting. The Tax Budget will be submitted to the Hamilton County Budget Commission for approval, and will, in turn, be used to determine Local Government Fund allocations. The proposed budget is based on the year 2023 projections as reflected in the City's 2022-2026 Five-Year Operating and Capital Budget.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- b. A Resolution Authorizing Internet Auction of Surplus Personal Property Through Govdeals.com—Please find the attached correspondence from Police Chief John Crowell, requesting that City Council adopt a Resolution that will designate GovDeals.com as internet auction agents for the disposal of surplus property for the period of August 1, 2022 through July 31, 2023. Ohio law authorizes the City to dispose of surplus and abandoned personal property through internet auction. Section 50.02 of the Code of Ordinances sets forth a procedure for the sale and disposition of lost, abandoned, stolen, seized, or forfeited property ("Surplus Property") through internet auction agents. This Resolution will also authorize the City Manager to enter into appropriate contracts with GovDeals.com.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- c. A Resolution Authorizing the City Manager to enter into a Labor Agreement with the Fraternal Order of Police Ohio Labor Council, Inc., for Wage and Benefits from July 1, 2022 through June 30, 2025— Please find the attached correspondence from Julie Prickett, Human Resources Manager, requesting that City Council consider a Resolution authorizing the City Manager to enter into a labor agreement with the Fraternal Order of Police (FOP) from July 1, 2022 through June 30, 2025. The City and the FOP have reached an agreement on a new three-year labor contract that includes wage and benefit modifications, pending City Council's approval.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- d. A Resolution Amending Resolution Nos. 9, 2020; 39, 2020 and 43, 2021 To Approve A Final Modification To The Construction Agreement With Brandicorp, LLC For Stage I Montgomery Quarter Project Improvements—Please find the attached correspondence from Brian Riblet, City Manager, requesting that City Council consider this Resolution that, if approved, would Amend Resolution #9, 2020, Resolution #39, 2020, and Resolution #43, 2021 to approve a final modification to the construction agreement with Brandicorp, LLC for public improvements associated with Stage I of the Montgomery Quarter Development Project. The cost of this additional work is \$472,875 and would be documented within the final change orders associated with Sequence III/Stage I of the CMAR. This proposed change would result in a not to exceed budget of \$15,722,875. This request will not require any new transfer of funds as the Montgomery Quarter Construction fund is able to absorb these costs. In addition, a companion piece of Legislation for consideration will, if approved, authorize the City to recover such costs with future TIF funds and/or proceeds.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- e. Resolution Delegating Authority To Make Declarations Of Official Intent And Allocations With Respect To Reimbursements Of Temporary Advances During Fiscal Years 2023 And 2024 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 the attached correspondence from Terry Donnellon, Law Director, requesting that City Council consider approving this Resolution to meet the formal Treasury requirement to recover from a future bond issue monies the City may advance today for Public Improvements in Stage II of the Montgomery Quarter Redevelopment Project. The City previously has issued similar reimbursement Resolutions to recover funds from both the Stage I and anticipated Stage II bond issues. These monies are anticipated to be recovered from the Stage II bond issue for Public Improvements. Each Resolution covers calendar years when the expenses may be incurred.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- f. A Resolution Authorizing The City Manager Of The City Of Montgomery, Ohio To Prepare And Submit An Application To Participate In The Transit Infrastructure Fund Program(s) And To Execute Contracts As Required—Please find the attached correspondence from Gary Heitkamp, Public Work Director, requesting that City Council consider this Resolution that, if approved, to prepare and submit an application to SORTA to participate in the Transit Infrastructure Fund Program in the amount of \$184,730 for the addition of sidewalks along the east side of Montgomery Road to service bus stop locations at Schoolhouse Plaza., Camargo Cadillac and Twin Lakes south of Mitchell Farm . Grant applications are due June 30, 2022, with Council legislation being due by July 15, 2022.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- g. A Resolution Authorizing The City Manager To Enter Into An Agreement With The Sycamore Community School District Board Of Education To Assign Two School Resource Officers— Please find the attached correspondence from Terry Donnellon, Law Director requesting that City Council consider this Resolution that, if approved, would authorize the City Manager to enter into an Agreement with Sycamore Community School District Board of Education to reimburse the City for the assignment of two School Resource Officers for the High School and the Junior High located within the City. The contract rate for the High School SRO has been a long-standing allocation, 60% to Sycamore and 40% to the City. The newer contract for the Junior High, which has been in effect for the last several years, has been increased to \$45,000 per year.

Add this Resolution to the July 6, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

7. Administration Report
8. Law Director Report
9. City Council Member Reports
 - a. Mr. Cappel
 - b. Vice Mayor Bissmeyer
 - c. Mr. Dobrozsi
 - d. Mrs. Naiman

- e. Mr. Suer
- f. Mr. Messer
- g. Mayor Margolis

10. Approval of Minutes- May 18, 2022 Work Session and June 1, 2022 Business Session

11. Mayors Court Report

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

June 22, 2022

City Hall

Immediately following the Conclusion of the Public Hearing at 6:45 p.m.

1. Call to Order
2. Roll Call
3. Special Presentation
 - a. Members of the Sycamore High School Tennis Team and Coach Mike Teets will be in attendance to accept a proclamation honoring their 2022 State Championship award
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4. Guests and Residents
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- a. A Resolution Adopting A Tax Budget For 2023

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8. Law Director Report

9. City Council Member Reports

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- b. Vice Mayor Bissmeyer
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12. Other Business

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

RESOLUTION NO. _____, 2022

A RESOLUTION ADOPTING A TAX BUDGET FOR 2023

WHEREAS, pursuant to Section 5705.30 of the Ohio Revised Code, the taxing authority of each municipality is required to adopt a tax budget on or before the 15th day of July for the next succeeding year; and

WHEREAS, a Public Hearing was held June 22, 2022 and public notice was given in the manner provided by law; and

WHEREAS, copies of the budget have been filed in the Office of the City Manager for public inspection for the ten (10) day period preceding the Public Hearing.

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

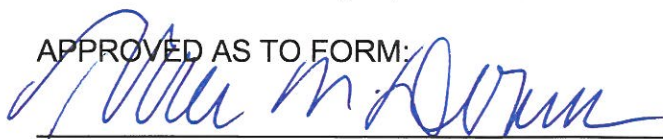
SECTION 1. The Council hereby adopts the tax budget proposed for 2023 in the form in which it has been proffered to this Council by the Finance Department, a copy of which is attached hereto and included herein by reference. In further conformity with Section 5705.30 of the Revised Code, the budget shall be submitted to the County Auditor on or before July 15, 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

Craig D. Margolis, Mayor

APPROVED AS TO FORM: _____

Terrence M. Donnellon, Law Director

June 17, 2022

TO: Brian K. Riblet, City Manager

FROM: John Crowell, Police Chief *JDC*

SUBJECT: Legislation Request

Request

It is necessary for City Council to adopt a resolution that will designate GovDeals.com as internet auction agents for the disposal of surplus property for a period of August 1, 2022 through July 31, 2022.

Background

Ohio law authorizes the City to dispose of surplus and abandoned personal property through internet auction. Section 50.02 of the Code of Ordinances sets forth a procedure for the sale and disposition of lost, abandoned, stolen, seized or forfeited property ("Surplus Property") through internet auction agents.

Staff has determined that the efficient disposition of surplus property has been accomplished utilizing the internet auction service, GovDeals.com, which the City has used on multiple occasions with success.

Law Director Terry Donnellon has previously reviewed the contract with GovDeals.com and had no objections to the contract terms. There are no changes to the original contract. This contract will not prevent the City from using other surplus property disposal options but will serve to ensure that the City is in compliance with the code. These options will also remain available for other property items that may be better suited for sale through other means.

Recommendation

Staff recommends passage of the Resolution allowing the City Manager to enter into a contract with GovDeals.com for internet auction services. Passage of this Resolution allows staff to dispose of property in a cost effective and efficient manner.

RESOLUTION NO. , 2022

A RESOLUTION AUTHORIZING INTERNET AUCTION OF SURPLUS PERSONAL PROPERTY THROUGH *GOVDEALS.COM*

WHEREAS, Ohio law authorizes the City to dispose of surplus and abandoned personal property through internet auction; and

WHEREAS, by § 50.02 of the Code of Ordinances, Council has set forth a procedure for the sale and disposition of lost, abandoned, stolen, seized or forfeited property (“Surplus Property”) through internet auction; and

WHEREAS, the Administration has determined that the most efficient disposition of Surplus Property is through the internet auction service of Liquidity Services, Inc., *d/b/a GovDeals.com*, which has served the City well in the past; and

WHEREAS, consistent with the procedure of § 50.02, Council does desire to designate its appropriate internet auction agent for disposal of Surplus Property for the period of August 1, 2022 through July 31, 2023.

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

SECTION 1. Consistent with Ohio law and § 50.02 of the Code of Ordinances, Council does hereby designate Liquidity Services, Inc., *d/b/a GovDeals.com* as its internet auction agent for the disposal of Surplus Property for the year August 1, 2022 through July 31, 2023. The City Manager is hereby authorized to enter into an appropriate contract with Liquidity Services, Inc., 1920 L Street, NW, 6th Floor, Washington, DC, 20036, 1-800-310-4604, *d/b/a GovDeals.com*, for the receipt, disposition and sale of Surplus Property. The terms of such contract shall designate that the property shall be offered for

sale As /s with the purchaser to pay all costs necessary for shipping, handling and insuring the property, and any taxes associated with the sale of such property. The terms of such contract shall provide that the minimum period of time during which bids may be accepted is Fifteen (15) days including Saturdays, Sundays and legal holidays.

SECTION 2. The Administration shall take the appropriate steps to provide notice of its intent to sell such Surplus Property by way of internet auction consistent with Ohio law and § 50.02 of the Code of Ordinances.

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 P. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

June 13, 2022

TO: Brian K. Riblet, City Manager

FROM: Julia E. Prickett, Human Resources Manager *JEP*

SUBJECT: Legislation Request for Approval of Contract with FOP, Ohio Labor Council, Inc.

Introduction

It is requested that City Council adopt a Resolution to authorize the City Manager to enter into a contract with the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) effective July 1, 2022 through June 30, 2025.

Background

The City and the FOP began the negotiating process on May 10 and met a second time on June 1. At the second meeting the parties were able to reach a tentative agreement. This tentative agreement requires approval by a majority of the FOP members as well as approval by City Council before it will become binding. The City Administration received word on June 8 that the FOP members had met and voted to approve the tentative agreement.

The negotiations process was congenial and productive. The following list provides a summary of the major issues settled in negotiations which represent substantive changes from current contract language:

- Wages: 2.75% increase effective July 2022 along with a one-time lump sum payment of \$1500, 3.00% increase effective July 2023, and a 3.75% increase effective July 2024.
- Group health and dental insurance caps: Group insurance caps which are paid by the City would be increased to be consistent with caps set for all other eligible employees (6% for group medical and 4% for group dental insurance.)

The contract changes identified above represent the economic changes which were settled during negotiations. While there were other changes to the contract, they were non-economic (language and procedural changes) and are not identified in this recommendation.

Recommendation

Staff recommends that City Council authorize the City Manager to enter into a labor agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) effective July 1, 2022 through June 30, 2025.

RESOLUTION NO. 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC. FOR WAGES AND BENEFITS
FROM JULY 1, 2022 THROUGH JUNE 30, 2025**

WHEREAS, the City of Montgomery entered negotiations with the Fraternal Order of Police, Ohio Labor Council, Inc. to establish a labor agreement governing wages and benefits for its member/employees; and

WHEREAS, the City of Montgomery has negotiated an agreement with the Fraternal Order of Police, which agreement the administration has recommended to the City Council for approval.

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

SECTION 1. The attached labor agreement is ratified and approved by the Council of the City of Montgomery. The City Manager is authorized and directed for and on behalf of the City of Montgomery to enter into said agreement.

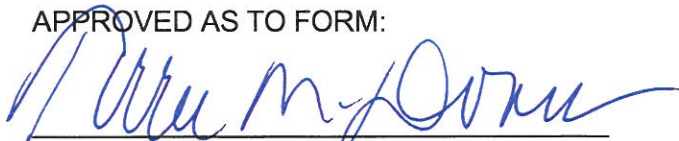
SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

A G R E E M E N T

BY AND BETWEEN

THE CITY OF MONTGOMERY, OHIO

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

Expires June 30, 2025

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PREAMBLE

This Agreement, entered into by the City of Montgomery, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 FOP RECOGNITION

Section 1.1 The Employer recognizes the FOP as the sole and exclusive representative for all full time employees of the Employer in the two certified bargaining units defined as follows:

Unit A - Police Patrolmen (SERB Certification 88-REP-8-165, December 1, 1988)

Unit B -Police Sergeants (SERB Certification 88-REP-8-164, December 1, 1988)

but excluding:

All management level, confidential, seasonal, and casual employees, all employees in the classification of Assistant Chief of Police and above, and the Chief of Police, and/or any employee who is not in the classification of Sergeant or Patrol Officer.

The Parties recognize that this Agreement is a multiple unit agreement and, unless delineated specifically by clause, the parties intend the provisions of this Agreement to apply to both Patrol Officers and Sergeants.

Section 1.2 The Employer will not recognize any other organization as the representative for any employee within the bargaining units referenced above.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 The Employer possesses the sole right to operate the Police Department and all management rights repose in it. The Employer's exclusive management rights shall include, but not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement.

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as function and programs of the Employer, standards of service, the overall budget of the Employer, utilization of technology and overall structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine overall methods, process, means or personnel, by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or to layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Employer as a government unit.

ARTICLE 3
FOP REPRESENTATION

Section 3.1 A representative of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall contact the Employer or the Employer's designee.

Section 3.2 The Employer shall recognize 3 employees, designated by the FOP, to act as FOP associates. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein. Two representatives shall be a Patrol Officer and 1 representative shall be a Sergeant.

Section 3.3 The FOP shall provide to the Employer an official roster of its employee officers and associates which is to be kept current by the FOP at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. FOP office held

No employee shall be recognized by the Employer as an FOP employee representative until the FOP has presented the Employer with written certification of that person's selection.

Section 3.4 The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP or any FOP Lodge, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor of the rank of sergeant or above, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 3.5 The Employer agrees to provide reasonable space on the bulletin board for FOP use. All FOP notices of any kind posted on the bulletin board shall be signed, posted, or removed by an FOP representative. It is understood that all notices shall be FOP related and no material may be posted on the FOP bulletin board, at any time, which contains the following:

- A. Personal attacks on any other member or any other city employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within 45 days of posting.

ARTICLE 4

FOP SECURITY

Section 4.1 The Employer agrees to deduct FOP membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 4.2 The Employer agrees to deduct FOP membership dues from the first 2 bi-weekly pay periods of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the employee's designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check following the pay period in which the authorization was received by the Employer.

Section 4.3 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from the deductions made by the Employer pursuant to this Article. Once funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 4.4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (A) termination of employment; (B) transfer to a job other than one covered by the bargaining unit; (C) layoff from work; (D) an unpaid leave of absence; (E) revocation of the check-off authorization; or (F) resignation by the employee from the FOP.

Section 4.5 The Employer shall not be obligated to make dues deductions from any employee who, during the pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 4.6 The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within 45 days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period.

Section 4.7 The bi-weekly pay period rate at which dues are to be deducted shall be certified to the Employer or designee by the FOP as is necessary to be accurate. One month advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction.

Section 4.8 The Employer shall forward the dues and fees monthly, that were deducted according to Section 4.2 above, to the FOP/OLC at 222 East Town Street, Columbus, Ohio, 43215. The FOP shall provide in writing the total amount to be assessed, the rate of such assessment, and the address to which such assessment should be mailed.

ARTICLE 5 LABOR / MANAGEMENT MEETINGS

Section 5.1 In the interest of sound labor/management relations, the Employer or designee(s) shall meet with not more than 3 representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings may be called by either party and shall be held not more than 6 times in any calendar year at a mutually agreeable time and location.

Section 5.2 A list of topics to be discussed will be exchanged by the parties at least 5 working days in advance of the scheduled meeting. The purpose of such a meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to employees.

Section 5.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 5.4 Meetings scheduled by the Employer with the bargaining unit employees that are called for reasons pertinent to the normal operation of the Police Department shall not be considered Labor/Management meetings.

ARTICLE 6
DISCIPLINE

Section 6.1 The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be disciplined, including reduced in pay and position, suspended, removed or discharged except for just cause. In addition to disciplinary action as set forth below, the Employer may take this type of action for actions occurring while the employee is (A) on duty; (B) working under the colors of the Employer; (C) where the employee's conduct violates the employee's oath of office; or (D) while off-duty, the employee is identified as a member of the Montgomery Police Department.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in classification or rank
- E. Discharge from employment

Section 6.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a police officer or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

Section 6.3 Except in instances where an employee is charged with a serious offense, discipline will be applied in a uniform manner. Discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance conduct.

Section 6.4 Whenever the Employer or designee(s) has probable cause to suspect an employee of misconduct, the following conditions shall apply:

- A. Upon request, an employee suspected of misconduct will be apprised of the general nature of the misconduct before being questioned.
- B. The employee shall have the right to have the opportunity to have a representative present during questioning.

C. During an investigation, failure to provide truthful testimony may result in disciplinary action for insubordination or dishonesty.

Section 6.5 Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on administrative leave without pay until resolution of the court proceedings. An employee may use accrued but unused vacation or holiday time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay its share of the employee's monthly insurance premium costs as provided for in Article 14 of this Agreement during the unpaid administrative leave.

Section 6.6 Whenever the Chief of Police or designee determines that the suspected misconduct might result in discipline for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 6.7 At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity to a pre-disciplinary hearing and accept discipline. Disciplinary action that is accepted by the employee following the employee's waiver of a pre-disciplinary hearing shall not be subject to the grievance procedure.

Section 6.8 Not less than 72 hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The employee must choose to: (A) appear at the pre-disciplinary hearing to present an oral or written statement in defense of the charges; (B) appear at the pre-disciplinary hearing and have a chosen representative present an oral or written statement in defense of the employee; or (C) elect in writing to waive the opportunity to have a pre-disciplinary hearing. The employee must notify the Chief of Police or designee of a waiver of the pre-disciplinary hearing as soon as possible. Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the employee's right to the pre-disciplinary hearing. Failure to respond truthfully, if required, by any employee, including employee witnesses, may result in disciplinary action.

Section 6.9 Pre-disciplinary hearings will be conducted by a hearing officer as appointed by the City Manager, or Acting City Manager.

Section 6.10 At the pre-disciplinary hearing the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony. The employee shall provide a list of witnesses and the name and occupation of non-employee representatives, if any, to the hearing officer as far in advance as possible, but not later than 24 hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify witnesses that the employee desires to attend the hearing. The Employer will require the attendance of employee witnesses requested by the employee within reason. Pre-disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked.

Section 6.11 A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Chief of Police will review the hearing officer report and make a recommendation regarding discipline to the City Manager or Acting City Manager. The City Manager or Acting City Manager will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within 5 days following its preparation.

Section 6.12 Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two and three of the grievance procedure, but may not be appealed to step four. Grievances concerning the disciplinary actions of suspension without pay, reduction in classification or rank, and termination from employment shall be submitted directly to step three of the grievance procedure, and may be appealed to step four.

Section 6.13 Disciplinary actions of verbal warning (written record) and/or written reprimand that have been placed in an employee's personnel file shall not be used as the sole reason for disallowing an employee in the rank of Patrol Officer from being considered for promotion to the rank of Sergeant.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the charter and ordinances of the City of Montgomery, the provisions of the Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 7.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3 of the grievance procedure.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 7.3 A grievance must be submitted to the grievance procedure within 7 calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 7.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 7.5 Any grievant may choose to have an FOP representative accompany the grievant at any step or meeting provided for in this Article.

Section 7.6 It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved employee shall submit a written grievance to the Assistant Chief of Police. It shall be the responsibility of the Assistant Chief of Police to investigate the matter and to provide a written response to the aggrieved employee within 7 calendar days following receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee may within 7 calendar days following the Step 1 reply, refer the grievance to the Chief of Police. The Chief of Police shall have 7 calendar days in which to schedule a meeting, if the Chief deems such meeting necessary, with the grieved employee. The Chief of Police shall investigate and respond in writing to the grievance within 7 calendar days following the meeting date or 7 calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may refer the grievance to the City Manager or Acting City Manager within 7 calendar days after receiving the Step 2 reply. The City Manager or Acting City Manager shall have 7 calendar days in which to schedule a meeting with the aggrieved employee. The City Manager or Acting City Manager shall investigate and respond in writing to the grievant and/or appropriate representative within 14 calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon notification of the FOP in accordance with the provisions of Section 7.7 of this Article hereinafter set forth.

Section 7.7 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within 14 calendar days from the date of the final answer on a grievance from Step 3, the FOP shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the 14 calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or the Employer's representative(s).

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Federal Mediation and Conciliation Service a panel list of 9 arbitrators from FMCS area #15, Ohio. The parties may mutually agree to use a panel of Arbitrators from the Arbitration and Mediation Service (AMS) who maintain offices within one hundred 125 miles of the City. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the provider another list of 9 names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator's decisions shall be limited strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator may not modify or amend the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue a decision within 30 calendar days after the conclusion of testimony and arguments and submission of final briefs.

D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter and a transcript shall be split equally by both parties unless neither party requests a court reporter. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7.8 When an employee covered by this Agreement chooses to present a grievance without representation, no adjustment of the grievance will be inconsistent with the terms of this Agreement.

Section 7.9 Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to steps 1, 2 and 3 of the grievance procedure, but may not be appealed to step 4.

Section 7.10 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and or/termination from employment consistent with ORC 4117.10 neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action.

ARTICLE 8 PERSONNEL FILES

Section 8.1 Each employee may request to inspect the employee's own official personnel file maintained by the City Manager or designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer.

Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have an off-duty FOP/OLC representative of choice accompany the employee during such review. Any employee may copy documents in the employee's own official personnel file.

Section 8.2 If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

No anonymous material of any type shall be included in the employee's official personnel file.

Section 8.3 Upon written request of the Employee, discipline older than the timelines below may be removed from the personnel file, providing no intervening discipline has occurred.

- A. Records of verbal discipline shall cease to have force and effect 12 months from the date of issuance, providing no intervening discipline has occurred.
- B. Records of a written reprimand shall cease to have force and effect 24 months from the date of issuance, providing no intervening discipline has occurred.
- C. Records of discipline beyond a written reprimand shall cease to have force and effect 36 months from the date of issuance, providing no intervening discipline has occurred.

Section 8.4 Any documents placed in the employee's personnel file after the effective date of this Agreement are not required to be shown to the employee unless they concern discipline. Disciplinary documents shall be shown to the employee, and the employee shall initial such documents. When the employee initials any document placed in the employee's personnel file, the initials will indicate that the employee has reviewed the documents, but does not indicate that the employee agrees with the contents of the documents.

Section 8.5 Personnel records shall only be disclosed pursuant to State or Federal law. No personal or family information shall be released except as may be required by law or ordered by a court.

ARTICLE 9 PROBATIONARY PERIODS

Section 9.1 Any employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of 185 calendar days. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to the employee's former classification and pay level. The return of an employee to a former classification and pay level shall not be subject to the grievance procedure.

Section 9.2 During the first 365 calendar days of employment, a newly hired employee shall be considered a probationary employee. The probationary period begins on the first day for which the employee receives compensation from the employer. If a probationary employee is absent from scheduled work or attends training (including OPOTA) for more

than 10 total work days, the number of days absent or at training (above 10) will be added to the 365-day probationary period. Probationary employees may be terminated at any time during their probationary period with or without cause and shall have no right to grieve or appeal under this Agreement. By mutual agreement of the City and the affected employee, the probationary period may be extended up to an additional 6 months. If an employee refuses to agree to the extension, the employee may be terminated according to this Article.

ARTICLE 10 LAYOFF AND RECALL

Section 10.1 When the Employer determines that a long-term layoff is necessary, the Employer shall notify the affected employee(s) 14 calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting 7 calendar days or less, as soon as possible.

Section 10.2 Layoffs in the Sergeant's rank shall be in inverse order of seniority in rank, with the least senior Sergeant being laid off first. Any employees in the Sergeant bargaining unit receiving a notice of layoff or job abolishment shall have 5 calendar days following the receipt of such notice in which to exercise the right to bump the least senior employee in the Patrol Officer bargaining unit. Any Sergeant bumping into the Patrol Officer bargaining unit shall be paid the top rate of pay on the Patrol Officer wage scale.

Section 10.3 Layoffs in the Patrol Officer bargaining unit shall be in inverse order of seniority with the least senior Patrol Officer being laid off first.

Section 10.4 Employees who are laid off shall be placed on a recall list for a period of 365 calendar days. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified (except for updated OPOTA training) to perform the work in the classification to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within 12 months of the recall. Such training will be provided at the Employer's expense.

Section 10.5 Notice of recall shall be sent to the employee by certified mail or hand delivered to the employee's last known residence. The Employer shall be deemed to have

fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee.

Section 10.6 The recalled employee shall have 5 calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the intention to return to work and shall have 14 calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 10.7 For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full time service in the Montgomery Police Department.

ARTICLE 11 HOURS OF WORK AND OVERTIME

Section 11.1 The standard work period for all bargaining unit employees shall consist of an average during a calendar year of 80 hours per 14 day work period.

Section 11.2 Bargaining unit employees required to be in active pay status in excess of the employee's standard work period shall be compensated at the overtime rate of 1.5 times the employee's regular hourly rate of pay for all such excess hours in active pay status. Payment for overtime shall be made in the pay period which follows the end of the 14 day work period. There shall be no pyramiding of overtime. Active pay status shall be defined as all hours on duty and all hours on paid vacation leave, paid personal leave and/or paid sick leave.

Changes in an individual employee's work cycle or days worked caused by a permanent or temporary shift re-assignment and/or duty re-assignment shall not create an overtime pay status for such re-assigned employee. Such shift and/or duty reassignment shall not be considered a schedule change as provided for in Section 11.4 of this Article.

Section 11.3 Any employee required to appear on off duty time in Montgomery Mayor's Court for matters pertaining to or arising from the employee's official duties, and where the employee is called in to work at a time outside the employee's regular scheduled shift, when such call in or court appearance does not abut either end of the employee's regularly scheduled shift shall be compensated for at least 3 hours of overtime, paid at the overtime rate of 1.5 times the employee's regular rate of pay, notwithstanding the actual duration of the appearance of work. If the court time or the call-in lasts more than 3 hours, the

employee shall be paid at the overtime rate for all time actually worked. Court time shall include travel time to and from court.

Any employee required to appear on off duty time before any court for matters pertaining to or arising from the employee's official duties, when such appearance does not abut either end of the employee's regularly scheduled shift, shall be compensated for at least 3 hours of overtime, paid at the overtime rate of 1.5 times the employee's regular rate of pay, notwithstanding the actual duration of the appearance. If the court time lasts more than 3 hours, the employee shall be paid at the overtime rate for all hours actually worked. Court time shall include travel time to and from court. If an Employee is required to appear before a court for matters pertaining to or arising from the Employee's official duties on the Employee's scheduled off day (not vacation, sick, or other accrued leave), the Employee shall be compensated for at least 4 hours at the overtime rate.

All witness fees, court appearance fees, etc. received by an employee from any court appearances provided for in this Section shall be remitted to the Employer.

Section 11.4 If the Employer exercises the management rights provided for in Section 2.1 of this Agreement and determines that a long term schedule change is necessary, a 30 day written notice of such long term schedule change shall be posted, and a copy shall be given to the designated FOP employee representatives.

Short term schedule changes lasting 14 calendar days or less may be implemented by the Employer upon giving no less than 72 hours written notice to the affected employee(s).

Nothing in this article shall preclude the Employer from implementing any emergency schedule changes or assignments arising from conditions beyond the control of the Employer.

Section 11.5 Overtime compensation shall be monetary compensation at the rate of 1.5 times the employee's regular hourly rate of pay that is in effect at the time overtime compensation is earned. Employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of 1.5 hours off for each 1 hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of 40 hours. An additional 30 hours will be permitted for employees who are required to use accrued leave to reimburse the City if the employee does not work 2,080 hours in a calendar year, for a total of 70 hours. The employee may request and/or the City may choose to cash out an

employee's compensatory time at the employee's regular rate of compensation periodically during the employee's employment with the City. In the event an employee accumulates 40 hours of compensatory time (or 70 hours if applicable), then any future overtime hours must be compensated with overtime pay. A request for compensatory time off must be made within a reasonable period of time in advance of the requested date. When an employee desires to use compensatory time off that the employee has accumulated, it shall be scheduled and granted, with the approval of the Chief of Police. Compensatory time off will not be granted if such time off would unduly disrupt the operations of the department.

Section 11.6 With authorization from the Chief of Police or designee, Sergeants may sign-up for patrol overtime after reasonable measures have been taken to fill said overtime with Patrol Officers.

**ARTICLE 12
WAGES AND COMPENSATION**

Section 12.1 Effective on the first day of the first full pay period following July 1, 2022, the wage levels for all bargaining unit employees shall be as follows:

PATROL OFFICER Plus 2.75%

Length of Service	Step 1 1-12 Months	Step 2 13-24 Months	Step 3 25-36 Months	Step 4 37-48 Months	Step 5 49+ Months
Hourly	\$36.20	\$37.86	\$39.56	\$41.36	\$43.22

SERGEANT – Step B 15% above Step 5 Patrol Officer

Length of Service	Step A	Step B
Hourly	\$47.08	\$49.70

*Each full time bargaining unit employee shall be paid a one-time lump sum payment of \$1,500.00, which will be paid on or before August 1, 2022.

Section 12.2 Effective on the first day of the first full pay period following July 1, 2023, the wage levels for all bargaining unit employees shall be as follows:

PATROL OFFICER Plus 3.0%

Length of Service	Step 1 1-12 Months	Step 2 13-24 Months	Step 3 25-36 Months	Step 4 37-48 Months	Step 5 49+ Months
Hourly	\$37.28	\$39.00	\$40.75	\$42.60	\$44.51

SERGEANT - Step B 15% above Step 5 Patrol Officer

Length of Service	Step A	Step B
Hourly	\$48.49	\$51.19

Section 12.3 Effective on the first day of the first full pay period following July 1, 2024, the wage levels for all bargaining unit employees shall be as follows:

PATROL OFFICER Plus 3.75%

Length of Service	Step 1 1-12 Months	Step 2 13-25 Months	Step 3 25-36 Months	Step 4 37-48 Months	Step 5 49+ Months
Hourly	\$38.68	\$40.46	\$42.27	\$44.19	\$46.18

SERGEANT – Step B 15% above Step 5 Patrol Officer

Length of Service	Step A	Step B
Hourly	\$50.31	\$53.11

Section 12.4 In Section 12.1 through 12.3 above, the term "length of service" for Patrol Officer shall be defined as completed months of uninterrupted continuous service with the Employer in the rank of Patrol Officer. The time served in rank for Sergeants to advance from Step A to Step B shall be 185 days.

Section 12.5 The Employer may determine the appropriate placement of new Patrol Officer hires within the pay steps established by this labor agreement, but in no case shall a new hire be hired in at a rate of pay that is higher than the amount in step 4. New hires who are placed in a step will proceed to the subsequent steps on each anniversary date.

Section 12.6 Effective July 1, 1998, and continuing thereafter, the full amount of the required contributions to the Police and Firemen’s Disability and Pension Plan (“Plan”) shall be withheld from the gross pay (salary reduction method) of each person who is or becomes a contributing member of the Plan, which shall be paid to the Plan by the City of Montgomery. This salary reduction by the City of Montgomery is, and shall be designated as, employee contributions and shall be in lieu of contributions to the Plan by each person. No person subject to this salary reduction shall have the option of choosing to receive the

required contribution to the Plan directly instead of having it withheld and paid by the City of Montgomery or of being excluded from the withholding and remittance by the City.

The City of Montgomery shall, in reporting and making remittance to the Police and Firemen's Disability and Pension Plan, report that the public employee's contribution for each person subject to this salary reduction has been made as provided by the statute.

The total salary for each employee shall be the salary otherwise payable under this agreement. Such total salary of each employee shall be payable by the City in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by the retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to the retirement system on behalf of that employee as a salary reduction and in lieu of the Police and Firemen's Disability and Pension Plan employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the pick-up for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the Police and Firemen's Disability and Pension Plan based upon an employee's total salary. The total salaries payable under this agreement shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 12.7 Effective upon the passage of legislation by Montgomery City Council, and in accordance with ORC 742, and Montgomery City Ordinance, members of the Police and Firemen's Disability and Pension Fund of Ohio may (A) redeposit contributions previously withdrawn plus interest and/or (B) purchase additional forms of permissive service credits.

Employees may purchase additional service credit, tax-deferred, and the City shall withhold the required service credit deduction from the gross pay of the employee who elects to do so and shall pick up (assume and pay) such deduction to the Police and Fireman's Disability and Pension Fund. Employees electing this pick up deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction picked up by the City. Employees who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the pick up deduction.

Section 12.8 The Chief of Police may assign Patrol Officers to serve as Officer in Charge (OIC) in the absence of a Sergeant. Officers assigned as OIC will receive Step A Sergeant's pay for all hours worked in that capacity. These assignments are not permanent. The selection and duration of OIC assignments are made at the discretion of the Chief of Police or designee. Assignment of a Patrol Officer to the position of OIC will only be considered

if the Patrol Officer has completed the required probationary period and has attained a passing evaluation rating during their most recent evaluation period.

Section 12.9 Any employee who did not work a regular schedule of 2,080 hours in a calendar year shall notify payroll no later than the following January 15th to identify which accrued time bank (vacation, personal, or compensatory) such shortage of hours will be deducted from. Employees who do not work a consistent schedule will receive a deduction based upon that of the average officer and the employee's account will be credited or debited at the end of the year. The City will make a "good faith" effort to limit employees to 2,080 hours per calendar year on their regular schedule. Should the City require an employee to exceed 2080 hours in a calendar year on their regular schedule, all such hours will be at 1.5 times the normal hourly rate.

Section 12.10 Detectives will receive an hourly premium of \$0.35 per hour while they are acting as Detective. The parties acknowledge that the detective position is an assignment, not a promotion. Employees may be assigned to and from the detective position from time to time. An assignment from detective is not a demotion. The parties agree that this premium compensates each employee for all hours that the employee is on-call.

Section 12.11 Any employee who is assigned as a field training officer shall receive one hour of compensatory time for each tour of duty so assigned.

**ARTICLE 13
LONGEVITY**

Section 13.1 All bargaining unit members shall be compensated with an annual longevity bonus computed upon the bargaining unit members' length of service with the City of Montgomery. The amount of the bonus shall correspond to the following schedule and will be added to the employee's base hourly rate:

Number of Years of Completed Service	Per Hour
0-4	
5	.19
6	.20
7	.22
8	.23
9	.24
10	.26
11	.28
12	.30
13	.32
14	.33
15	.36
16	.39
17	.41
18	.43
19	.45
20	.48
21	.51
22	.55
23	.58
24	.61
25	.63
26 years and up	\$0.02 per hour, per year of service

Section 13.2 An employee who is rated, graded or tested for qualification for, or performance of the duties assigned to that employee shall not receive longevity payment for any year in which the employee fails to secure appropriate qualification or a score of at least 2.8 according to the current evaluation system.

Section 13.3 Longevity bonuses shall be paid in the employee's hourly wage.

ARTICLE 14
INSURANCE

Section 14.1 The Employer shall make available to all bargaining unit employees comprehensive major medical, hospitalization, health care, and dental insurance subject to Section 14.3 below.

Section 14.2 For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section 14.1 above to the maximum cost per month as listed below. If the cost of the Employer for providing such insurance exceeds the maximum amount per month as listed below, 50% of the cost that is in excess of the maximum shall be paid by the Employer and 50% of the cost that is in excess of the maximum shall be paid by the employee. Insurance cost payments made by the employee shall be by payroll deduction. As indicated below, medical insurance maximums will increase by 6% each year and dental maximums will increase by 4% each year.

Medical Maximum Per Month – Family Plan*

Effective January 1, 2023:	\$1,667.21
Effective January 1, 2024:	\$1,767.24
Effective January 1, 2025:	\$1,873.28

Medical Maximum Per Month – Employee and Spouse*

Effective January 1, 2023:	\$1,211.23
Effective January 1, 2024:	\$1,283.90
Effective January 1, 2025:	\$1,360.94

Medical Maximum Per Month – Employee and Child*

Effective January 1, 2023:	\$ 1,211.23
Effective January 1, 2024:	\$ 1,283.90
Effective January 1, 2025:	\$ 1,360.94

Medical Maximum Per Month – Single Plan*

Effective January 1, 2023:	\$ 605.89
Effective January 1, 2024:	\$ 642.24

Effective January 1, 2025: \$ 680.77

Dental Maximum Per Month – Family Plan and Single Plan*

Effective January 1, 2023: \$ 200.31

Effective January 1, 2024: \$ 208.33

Effective January 1, 2025: \$ 216.66

* These effective dates are intended to be consistent with the plan years. If the plan year changes, the effective dates will be changed accordingly.

Section 14.3 If the Employer determines that it is necessary to change any aspect of the health insurance coverages, then these issues shall be referred to the Employee/Management Health and Benefits Plan Committee for review and recommendation to the Employer. The committee shall be comprised of 5 members, one of whom shall be appointed by the Police Department Bargaining unit, one of whom shall be appointed by the Fire Department, one of whom shall be appointed by the Public Works Department, and one of whom shall be appointed by the administrative staff employees. The fifth member of the committee shall be appointed by the City Manager. The committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental or optical benefits provided by the self-funded program. The committee shall have the authority to continue the current plan benefits at the cost of the employees if the committee determines that such health care benefits at such cost are in the best interests of the employees. The committee shall not have the authority to modify the ceiling limits on employer paid health care costs. A majority of the committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its committee members. If the committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the committee members.

Section 14.4 The Employer shall provide term life insurance coverage on each employee in an amount equal to the employee's annual salary, rounded off to the nearest \$1,000.00.

Section 14.5 The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of the employee's official and/or assigned duties.

Section 14.6 A difference between any employee (or the employee's beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the FOP.

The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the FOP; nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Employer, FOP, bargaining unit employee or beneficiary of any bargaining unit employee.

ARTICLE 15

WELLNESS PROGRAM

Section 15.1 In order to promote the physical fitness and well being of employees for now and in future years, a wellness program shall be continued for all bargaining unit employees. This wellness program shall operate throughout the life of this agreement.

Section 15.2 There will be an annual mandatory physical fitness test provided for each bargaining unit employee by June 1 of each year. The physical fitness test shall be administered by an in house physical fitness instructor. The assessment shall be based on the following 6 fitness standards as specified by the Institute for Aerobic Research, which include Body Composition, Aerobic Power Test, Muscular Endurance, Upper Body Muscular Strength, Lower Body Muscular Strength, and Flexibility Test.

Section 15.3 The results from the physical fitness test shall determine what level of compensation the employee shall receive for passing the above mentioned standards. Each standard will carry a rate of \$100.00; however, in order to receive the maximum of \$500.00, the employee needs only to pass 5 of the 6 standards. Employees shall be compensated by July 1 of the participating year.

Section 15.4 Employees suffering from an illness or injury may request an extension until November 1st of the year in which the testing is to occur, provided the employee submits to the Chief of Police a written statement from a qualified physician specifying the illness or injury that prevents the employee from taking the physical fitness test. Any request for extension must be submitted prior to June 1st. If the extension is granted, the employee must also submit a written release from a qualified physician prior to taking the physical fitness test. If the employee is unable to perform the physical fitness test by

November 1st, then such employee will be ineligible to receive the wellness compensation for that year.

Section 15.5 It may be necessary or desirable to substitute fitness standards for 1 or more of the 6 elements noted above. The substitution of 1 or more standards must meet with the mutual approval of the employer and the bargaining unit.

Section 15.6 It is not the responsibility of the Employer to provide a physical fitness program or any other program for the employee in order to attain the employee's wellness goals.

ARTICLE 16 UNIFORMS AND EQUIPMENT

Section 16.1 The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer.

Section 16.2 All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all uniforms and equipment shall be returned to the Employer in the condition as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee, or damaged through the negligence of the employee, shall either be replaced, repaired, or paid for at the current market value by the employee, at the option of the Employer.

Section 16.3 Uniform and equipment items that require replacement due to normal and reasonable wear and tear may be submitted to the Employer for replacement on a scheduled basis as determined by the Employer. The Employer shall order, pay for, and distribute such replacement items.

Section 16.4 Bargaining unit employees assigned to detective work shall receive a clothing allowance in the amount of \$800.00 per calendar year. Payment shall be made to the employee before July 1st of each year.

Section 16.5 The Employer shall provide for the cleaning of all uniform items. Such cleaning procedures shall be established by and paid by the Employer. The maximum cost to the

Employer of uniform cleaning for each bargaining unit employee shall be \$200.00 in any calendar year.

Section 16.6 The Employer shall provide a ballistic vest to each bargaining unit employee. All regulations and requirements for wearing ballistic vests shall be determined by the Employer.

Section 16.7 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Chief of Police.

Section 16.8 Where a bargaining unit employee supplies evidence that the employee sustained damage to personal property while performing the required assigned work duties, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred (\$200.00) per year, or, in the case of prescription eyeglasses, the actual replacement of the exact same prescription eyeglasses. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 16.9 When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the employee, the repair or replacement cost of such items shall be deducted from the pay of the responsible employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an employee, repair or replacement shall be made at the expense and discretion of the Employer.

ARTICLE 17

REIMBURSEMENT OF EXPENSES

Section 17.1 If the Employer requires any bargaining unit employee to expend personal funds in connection with the performance of the employee's assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 17.2 The maximum per diem expenses for meals and/or lodging shall be determined by the Employer prior to such expenditures. The per diem levels shall be established in accordance with those policies of the Employer that were in effect prior to the execution of this Agreement.

Section 17.3 When the Employer requires a bargaining unit employee to use the employee's own vehicle for travel required by the Employer, the employee shall be compensated at the current City policy or the I.R.S. rate per mile, whichever is greater. All parking expenses shall also be reimbursed.

Section 17.4 Tuition Reimbursement Policy.

A. Each full time bargaining unit employee shall be eligible for tuition reimbursement for job related courses only (no supplies or other expenses). The Employer reserves the right to determine which courses are considered job related, and for which courses the employee shall be reimbursed. The Employer's determination is not subject to the grievance procedure as outlined in Article 7 of this Agreement.

B. The rate of reimbursement shall be based upon the following scale:

A = 100% Reimbursement

B = 80% Reimbursement

C = 60% Reimbursement

Pass/Fail = 75% Reimbursement for passing grade

The employee must return to the city 100% of the amount reimbursed if the employee leaves the city service within 12 months of completing the course. If the employee leaves city service within 24 months of completing the course, the employee must return 50% of the reimbursed amount to the city.

Section 17.5 Before an employee can be reimbursed for any expenses provided for in this Article, the employee must provide receipts of all expenditures to the Employer or designee.

ARTICLE 18

HOLIDAYS

Section 18.1 The following are recognized as holidays under this Agreement:

New Years Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Personal Holiday #1
Personal Holiday #2
Personal Holiday #3
Personal Holiday #4

Section 18.2 Employees who are not available for duty on any of the above designated holidays due to unpaid leave, on layoff, or on disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 18.3 An employee who works on any of the holidays provided for in this Article shall receive 8 hours holiday pay for each holiday provided for in this Article, excluding personal days, in addition to the employee's regular earnings. However, an employee who works on Labor Day, Thanksgiving, Christmas Eve and/or Christmas Day shall receive compensation of 2 times the employee's regular rate of compensation for hours worked on the actual holiday date in addition to 8 hours of holiday pay. To be entitled to holiday pay, the employee's shift must begin on the holiday.

Section 18.4 An employee who does not perform work on any of the holidays provided for in this Article, excluding personal days, shall receive 8 hours holiday pay for each holiday.

Section 18.5 In any work period in which a holiday other than a personal day occurs, the Employer may reduce an employee's work schedule by one shift by scheduling the employee off duty on the actual date on which the holiday is observed.

Section 18.6 Holiday pay as provided for in this Article shall be at the employee's regular straight time hourly rate as provided for in Article 12 of this Agreement.

Section 18.7 Regarding personal holidays, the employee must request personal holiday time use as far in advance as possible in writing. The Employer has the discretion to refuse to grant any personal holiday use that is not requested more than 5 calendar days in advance.

The policies and procedures concerning personal holiday time shall include the following:

- A. Employees who are employed as of January 1 in any calendar year shall have 32 hours of personal holiday time available on and after January 1, subject to the scheduling and approval requirements provided for in this Article.
- B. Personal holiday time shall be available according to the following schedule:
 - 1. During an employee's first calendar year of employment, the earned personal time is prorated according to the number of days remaining in the calendar year, divided by 365, multiplied by the total personal time available to the employee's job classification.
 - 2. At the termination of employment any unused personal time will be canceled out and not paid, except for up to 24 hours of unused personal time at termination.
 - 3. At retirement, any personal time remaining unused in that calendar year will be paid to the employee.

Section 18.8 Each employee must schedule and use 8-hours of personal holiday time in accordance with the provisions of Sections 18.7 above during the calendar year. The employee may request the scheduling of any of the remaining 24-hours of personal holiday time in compliance with Sections 18.7 above, or request that the personal holiday time be paid to the employee. Any personal holiday time not scheduled and used prior to December 31 in any calendar year, cannot be used after December 31, and shall be paid to the employee.

Section 18.9 On the regularly scheduled pay day for the pay period that includes Thanksgiving Day, each full time bargaining unit employee shall receive holiday pay for all earned but unused holidays excluding personal holiday time for which the employee was available for duty as provided for in Section 18.2 of this Article.

ARTICLE 19
VACATION

Section 19.1 Full time bargaining unit employees who have completed 1 or more years of service in the bargaining unit shall accrue vacation leave in accordance with the following schedule:

COMPLETED YEARS OF SERVICE	VACATION HOURS ENTITLEMENT
1-5	80 hours
6	88 hours
7	96 hours
8	104 hours
9	112 hours
10	120 hours
11	128 hours
12	136 hours
13	144 hours
14	152 hours
15 and over	160 hours

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of hours of vacation entitlement as defined in the above table. Vacation leave shall not accrue when an employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

Section 19.2 Vacation leave may be scheduled as follows:

- A. An employee may use vacation leave in increments equal to the number of hours worked in one day.
- B. The Employer may refuse to grant vacation leave usage when such usage is requested less than 14 days in advance.
- C. No more than 1 employee in the Patrol Officer bargaining unit excluding detectives and no more than 1 employee in the Sergeant bargaining unit shall be scheduled off during the same shift. No more than 2 employees in the Patrol Officer bargaining unit excluding detectives and no more than 1 employee in the Sergeant bargaining unit shall be scheduled off during the same calendar day. No more than 1 employee assigned to detective work shall be scheduled off during the same calendar day. The Chief of Police or Assistant Chief of Police has the discretion to consider and grant vacation time requests that result in simultaneous vacation time for specialty unit members (traffic, DARE, SRO) with patrol members.
- D. The scheduling of vacation leave usage shall not disrupt the efficient operation of the Police Department. The Employer, may after exhausting all other means, cancel a scheduled vacation leave.

Section 19.3 The maximum amount of accrued but unused vacation leave cannot exceed twice the employee's annual vacation entitlement.

Section 19.4 Between December 1st and December 31st, employees will be permitted to select vacation for the following year. The order of selection will be based on rank seniority. Beginning January 1st vacation selection will be determined by the date that the request is submitted. The employee submitting a vacation request the earliest will be granted leave, as long as the request is in compliance with 19.2.

ARTICLE 20

SICK LEAVE

Section 20.1 Full time bargaining unit employees shall accrue sick leave at the rate of 3.692 hours for each 14 day pay period. Sick leave shall accrue while an employee is on duty and on vacation leave. Sick leave shall accrue during the first 14 consecutive days while an employee is on sick leave. Sick leave accrual shall cease for any days exceeding 14. Sick leave shall not accrue while an employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 20.2 Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the employee's work assignment.
- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose shall be limited to 3 days per incident.
- C. Death of a member of the employee's immediate family. Such usage shall be limited to 3 days, including the date of the funeral. At the Employer's sole discretion the time restrictions for the use of personal time or vacation time will not apply if the employee has extended travel and/or other special circumstances.
- D. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments cannot reasonably be scheduled during non-work time.
- E. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

Immediate family as used in this article shall be limited to mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In the case of death, mother-in-law, father-in-law, brother-in-law, sister-in-law or a spouse's sibling's spouse, sick leave usage is permitted for a maximum of 3 days. In addition, the term immediate family for the purpose of this Article can include any aunt, uncle, nephew or niece who was a permanent resident of the employee's household at the time of their death.

Section 20.3 When an employee is unable to report to work due to illness or injury, the employee shall notify the employee's immediate supervisor or other designated person as soon as possible, but no less than 2 hours prior to the employee's scheduled time to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Chief of Police or designee.

Section 20.4 Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may require (at its option) the submission of a qualified physician's receipt or statement once the employee has experienced 4 or more occurrences of sick leave in any given 12 month period. Such receipt or statement shall include the nature of the illness or injury, the treatment given, and the prognosis. Failure of the employee to provide such a statement when requested shall result in the denial of sick leave pay.

Section 20.5 Sick leave usage, when approved, shall be charged in minimum units of one half (1/2) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any abuse or excessive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action.

All accrued but unused sick leave for each bargaining unit employee shall be known as "the sick leave bank."

Section 20.6 The policies concerning the sick leave bank shall be as follows:

- A. The maximum number of hours that any employee can accrue in the sick leave bank is 960 hours. All sick leave hours earned in excess of the sick leave bank limit shall be lost.
- B. When the number of accrued but unused sick leave hours in the sick leave bank reaches 960 hours, the employee may request to receive a cash conversion of all hours in excess of 864 hours at a rate of 1 hour pay for each 1.5 hours in excess of 864 hours.
- C. An employee with 20 or more years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for 50% of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement. An employee with 10 through 19 years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for 33-1/3% of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement. The word "Retire" in this section means retirement through the State of Ohio Police and Firefighters Disability and Retirement Fund.

ARTICLE 21
OCCUPATIONAL INJURY LEAVE (OIL)

Section 21.1 Each full-time bargaining unit employee shall be entitled to occupational injury leave (OIL) for at least the first 90 calendar days for each qualifying injury. The Employer may grant an extension of OIL under certain circumstances that would include but not be limited to the injured employee's medical progress, improvement or reduction in the employee's restrictions and compliance with medical treatment recommendations. Such an extension is at the discretion of the Employer and failure to grant an extension shall not be subject to the grievance procedure. OIL may be granted to an employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of performance of the employee's official duties within the scope of employment with the Employer, and where such injury directly results from a hazard and who is off work due to said injury for a continuous period of 7 calendar days. The City may decide to waive the requirement to use sick leave during the initial 7 day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this Agreement.

Section 21.2 In the event of a service connected injury incurred in the active discharge of duty, which injury is not the result of self-infliction, "horseplay" by the employee, intoxication, or being under the influence of illegal drugs or legal drugs not used in compliance with a prescription, the Employer shall grant the employee full pay for a period of 90 calendar days subject to the extension referenced above. This time shall not be charged to the employee's sick time.

Section 21.3 An employee applying for OIL hereunder, shall, in compliance with the rules of the Ohio Bureau of Worker's Compensation, sign a medical release authorizing the Employer to request all medical information related to the alleged injury. The employee is also required to complete a provider list identifying any and all physicians and/or medical facilities who have treated the employee for the alleged injury or who have treated the employee for the same body part in the past.

Section 21.4 Any employee alleging an occupational injury under this Article is required to complete an internal accident report within 24 hours or as soon as physically possible. The Employee shall also file the alleged claim with the Ohio Bureau of Workers' Compensation within 72 hours or as soon as physically possible. An employee who has elected to and is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period they are receiving OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

Section 21.5 It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the Ohio BWC. OIL benefits are considered wages in lieu of compensation. After OIL benefits have been exhausted, the Employee must continue to accept salary continuation if the City chooses to maintain salary continuation.

Section 21.6 Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) is available. If restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform within the Employee's restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR, after communicating with the Employer or its designee about the availability of transitional work, has not provided restriction, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL.

Section 21.7 Before granting OIL, the Employer will assign the employee to light duty work within the employee's treating physician's restrictions or the restrictions offered by an independent medical examiner if such work is available.

Section 21.8 No entitlement to OIL shall arise from a personal injury sustained while an employee is engaged in private employment of any nature whether or not such private employment is a peace officer guard, or other law enforcement related field, and whether or not such private employment was secured through the Montgomery Police Department.

Section 21.9 Before an employee on injury leave will be permitted to return to duty, the employee shall submit to the Chief of Police a physician's statement and any other required documentation concerning the injury, demonstrating the employee's physical ability to satisfactorily perform the duties of the employee's position. Additionally, the Chief may require the Employee to submit to an examination by a physician selected and paid by the Employer if there is any question about the Employee's ability to return to duty. If the Chief requires the Employee to submit to an examination and that employee has exhausted all paid leave, the employee will receive up to 2 additional weeks of paid leave to attend the examination.

ARTICLE 22

LEAVES OF ABSENCE

Section 22.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee may request a disability leave. A disability leave for a period not to exceed 6 months may be granted when the disability continues beyond the accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such a disability along with a written request and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of the employee's position by a qualified licensed physician. It is the employee's responsibility to request a disability leave since such disability leave is not granted automatically when the employee's sick leave has expired.

In order to maintain re-employment rights, the employee must request to return prior to the conclusion of the disability leave. When an employee is ready to return to work, the employee shall furnish a statement by a qualified physician releasing the employee as

able to return to work. Replacements for workers on disability leave are employed pursuant to Sub-Section C(3) below.

B. Employer Required Disability Leave

The Employer may require an employee to be examined by a licensed physician at the Employer's expense. An employee found to be unable to perform the essential functions of the employee's position shall be placed on Disability Leave as described in Sub-Section A above. Employer required disability leave may be appealed through the grievance procedure.

If the physician hired by the Employer and the employee's qualified physician are in disagreement regarding the ability of the Employee to return to duty, the Employer's physician and Employee's physician will mutually select a third qualified physician to resolve the disagreement as to the determination to return to duty. The cost of such evaluation/examination shall be borne by the Employer. The decision of the third physician shall be binding upon the Employer, the FOP, and the employee.

C. Leave of Absence

The Employer may grant a leave of absence to any employee for personal reasons of the employee. Such a leave may not be renewed or extended beyond 6 months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer 60 days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to the next available similar position if the employee's former position no longer exists.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from the employee's position and shall not receive seniority time for the period of leave.

No benefits or service credit shall be accrued by an employee granted an unpaid leave of absence, except that health insurance may continue to be available at the employee's option pursuant to the terms and conditions of COBRA.

D. Family and Medical Leave

The parties agree to comply with the Family and Medical Leave Act, as amended.

Section 22.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of the employee's scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation and State Employment Relations Board hearings. The Employer will not pay employees who appear in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or personal day leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

The City shall grant military leave as required by the applicable provisions of the City of Montgomery ordinances, the Ohio Revised Code, and Federal law.

ARTICLE 23

PAYMENT AT TIME OF SEPARATION

Section 23.1 Upon separation from employment for any reason, all unpaid wages and all accrued but unpaid vacation and holiday leave shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 23.2 When the separation from employment is due to a letter of resignation, the employee must present such a letter to the Employer or designee as far in advance as possible, but no less than 14 calendar days prior to the effective date of the resignation. As part of the 14 day notice, the employee may not use vacation leave, personal leave or sick leave. The employee is required to report for work on each of the employee's regularly scheduled work days during the 14 day period. The parties may mutually agree to waive all or part of the 14 day period.

Section 23.3 If the reason for separation is due to the death of the employee, the payment of wages and accrued but unpaid benefits provided in this Agreement shall be paid in accordance with applicable state law.

ARTICLE 24

NO STRIKE / NO LOCKOUT

Section 24.1 The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees have violated Section 24.1 (A) of this Article.

Section 24.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 24.1 (A) of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 24.3 In the event of any violation of Section 24.1 (A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 24.4 Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 25

SEVERABILITY

Section 25.1 This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be legally unenforceable, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 25.2 The parties agree that should any provision of this Agreement be found to be legally unenforceable, they will schedule a meeting within 30 days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 26

WAIVER IN CASE OF EMERGENCY

Section 26.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor or the City Manager of the City of Montgomery or Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of employees.

Section 26.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 27

BADGE AND WEAPON AT RETIREMENT

Section 27.1 Upon retirement from the City of Montgomery in good standing and under the Police & Firemen's Disability & Pension Fund System, bargaining unit members may purchase their service weapon and badge at a cost of \$1.00. Good standing means there was no discipline pending at the time of retirement and that there was no finding or determination the bargaining unit member is mentally or emotionally unfit for duty.

ARTICLE 28
BARGAINING UNIT WORK

Section 28.1 Auxiliary personnel shall not be assigned to perform bargaining unit work if such assignment would displace bargaining unit members from duties that would normally be assigned to them.

ARTICLE 29
DURATION

Section 29.1 The provisions of this Agreement shall become effective July 1, 2022 and shall remain in full force and effect through June 30, 2025.

Section 29.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date, nor later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be by a method approved by the State Employment Relations Board. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent.

Section 29.3 During the term of this agreement, each party waives any and all rights to request the other party to negotiate on any subject addressed in this agreement, except to the extent this agreement specifically provides otherwise.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____ 2022.

FOR THE CITY OF MONTGOMERY

**FOR THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL, INC.**

Brian Riblet
City Manager

Tom Fehr
FOP/OLC Staff Representative

Julie Prickett
Human Resources Manager

Kenney Bertz
Bargaining Committee Member

John Crowell
Chief of Police

Thomas Shreve
Bargaining Committee Member

Katie Smiddy
Director of Finance

Steve Hoy
Bargaining Committee Member

Greg Vonden Benken
Assistant Chief

Joe Scholler
Special Labor Counsel



June 17, 2022

TO: Mayor and City Council Members

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

SUBJECT: Request to Amend Resolution #9, 2020, Resolution #39, 2020, and Resolution #43, 2021 to Approve a Final Modification to the Construction Agreement with Brandicorp, LLC for Montgomery Quarter Project Stage I Improvements

Request

It is necessary for City Council to consider a Resolution to Amend Resolution #9, 2020, Resolution #39, 2020, and Resolution #43, 2021 to Approve a Final Modification to the Construction Agreement with Brandicorp, LLC for Public Improvements Associated with Stage I of the Montgomery Quarter Development Project.

Background

In March 2020, City Council first approved our Construction Manager at Risk (CMAR) Agreement with Brandicorp LLC to kick start construction of the public improvements at the Montgomery Quarter project including site grading, utility work and laying out the street grid to support the public park, streetscape, and other finishes for Stage I of the project which was ultimately broken into Sequence I, II & III.

As the project further developed and Sequence I & II were nearing substantial completion and final design and bidding was taking place for Sequence III work, City Council approved Resolution #39, 2020 which increased the budget for the CMAR from \$10,000,000 to \$14,500,000 to allow us to proceed with the bulk of Sequence III work including lighting, landscaping, streetscape, irrigation, hardscape and finishes to the public park. At that time, we were still working with the development team on the center pieces of the public park to feature a fire pit and interactive fountain structure that could also easily be converted to a performance stage. By the fall of 2021 we were able to determine the true costs of the final additions to the public park area and City Council approved Resolution #43, 2021 establishing the budget at \$15,250,000.

As we are nearing completion of all work associated with Sequence III of Stage I public improvements at the Montgomery Quarter project site and the development team has reached substantial completion of the public parking facilities within the Montgomery Quarter, both parties realized an opportunity to complete additional public improvements that were originally planned to be completed as part of Stage II of the project. The original schedule only included one-half of Ayers Place (the public street just south and adjacent to the Block 1 garage) to be constructed when the development

project was on course to begin prior to the Montgomery Road Roundabout project and therefore, the western portion of Ayers Place was not included as it was needed to be used for the bi-pass during the construction of the roundabout. As we all know, the roundabout project has since been completed ahead of the MQ development. It became clear that is more efficient and practical to modify the scope and budget of the public improvements in Stage I to complete this segment of Ayers Place to Montgomery Road allowing additional access in and around the project site and taking advantage of contractors currently on site performing similar work.

The cost of this additional work is \$472,875 and would be documented within the Final Change Orders associated with Sequence III/Stage I of the CMAR. This proposed change would result in a not to exceed budget of \$15,722,875. This request will not require any new transfer of funds as the Montgomery Quarter Construction fund is able to absorb these costs. In addition, a companion piece of Legislation for consideration will, if approved, authorize the City to recover such costs with future TIF funds and/or proceeds.

The second portion of this Request is to modify Section 2 of the CMAR to reallocate Shared Savings anticipating that any portion of the Shared Savings due to the Development Team will be utilized for projected losses the Development Team has, and will, experience as they close-out the two public parking facilities and their agreement with the Port Authority as follows:

If at final completion of the Project there exists any unused Final Contingency funds, including buy-out savings, the City and Contractor shall share the unused Final Contingency funds as follows: The first Five Hundred Sixty-Five Thousand Dollars (\$565,000) in Final Contingency/Shared Savings shall be allocated to the Contractor. The remaining Final Contingency and Shared Savings in excess of this amount shall be allocated twenty-five percent (25%) to the Contractor and seventy-five percent (75%) to the City. To properly manage Budgets and risk, the City Manager, in the City's sole discretion, is authorized to release all or a portion of the anticipated Final Contingency Funds when the Project Work is substantially completed reserving any portion as necessary to manage the project to Substantial Completion. It is anticipated that the Project Work will be substantially completed by the close of the Third Quarter 2022.

Recommendation

Staff recommends City Council approve a request to amend Resolution # 9, 2020, Resolution #39, and Resolution #43, 2021 to Approve a Final Modification to the Construction Agreement with Brandicorp, LLC for Public Improvements Associated with Stage I of the Montgomery Quarter Development Project.

RESOLUTION NO. , 2022

**A RESOLUTION AMENDING RESOLUTION NOS. 9, 2020, 39, 2020
AND 43, 2021 TO APPROVE A FINAL MODIFICATION TO THE
CONSTRUCTION AGREEMENT WITH BRANDICORP, LLC FOR STAGE I
MONTGOMERY QUARTER PROJECT IMPROVEMENTS**

WHEREAS, Council previously adopted Resolution Nos. 9, 2020, 39, 2020 and 43, 2021 to approve a Construction Agreement and evolving modifications to the Construction Agreement for the Montgomery Quarter Public Improvements in Stage I of the development; and

WHEREAS, such modifications did increase the allocated Budget for Stage I of the Public Improvements to Fifteen Million Two Hundred Fifty Thousand Dollars (\$15,250,000); and

WHEREAS, Sequences I and II of the Montgomery Quarter Public Improvements have reached Substantial Completion, and Sequence III is nearing completion to enable parts of Stage I of the Project to open to the public this calendar year; and

WHEREAS, in the course of construction, the City has authorized the Contractor to complete the Ayers Place connection to Montgomery Road, which project entrance was deferred in the defined Scope and Budget for Stage I to be able to allow the area to serve as a Maintenance Of Traffic area for the Montgomery Road/Ronald Reagan Cross County Highway Roundabout; and

WHEREAS, with the Roundabout now complete, rather than deferring this section of Stage II of the Project, it is more efficient and practical to modify the Scope and Budget of the Project Public Improvements in Stage I to complete this connector to

Montgomery Road, and with current escalating construction costs it is appropriate to complete this work as a part of Stage I of the Project without new engineering nor new bidding; and

WHEREAS, the Administration has requested that the Construction Agreement be modified to increase the Scope and Budget for Stage I to clearly define the Improvements to be completed on Ayers Place and increasing the Budget by Four Hundred Seventy Two Thousand Eight Hundred Seventy Five Dollars (\$472,875) to capture these additional Ayers Place costs within final Change Orders; and

WHEREAS, the parties previously negotiated Shared Savings in Section 2 of the Construction Agreement to incentivize the efficient completion of the Project Improvements, which Shared Savings, including initial Contingencies and Allowances, have been exhausted by the City in appropriate Change Orders throughout Stage I of the Project; and

WHEREAS, the Administration has requested Council to modify Section 2 of the Construction Agreement to reallocate Shared Savings anticipating that any portion of the Developer Shared Savings will be devoted to the projected losses the Developer will incur to complete the Port Authority garages; and

WHEREAS, modifications to the Construction Agreement are appropriate at this time to finalize completion of Stage I of the Project, including the extension of Ayers Place, and to assist the Contractor in mitigating losses the Contractor foresees in the construction of Port of Greater Cincinnati Development Authority parking garages, which garages benefit the City, the general public, and the private parties.

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

SECTION 1. The not to exceed budget of Fifteen Million Two Hundred Fifty Thousand Dollars (\$15,250,000) for the Public Improvements in Stage I of the Montgomery Quarter Project is hereby increased to Fifteen Million Seven Hundred Twenty Two Thousand Eight Hundred Seventy Five Dollars (\$15,722,875), which amount as modified includes the necessary extension of the Public Improvements on Ayers Place to connect Stage I of the Project to Montgomery Road. The City Manager is hereby authorized to execute an Amendment to the Construction Agreement, in the form as attached hereto as Exhibit A, and appropriate Change Orders recognizing this additional Budget amount is an immediate and necessary additional expense to properly complete Ayers Place and Stage I of the Project Public Improvements. Further, the City Manager is authorized to amend the Construction Agreement and to modify the Scope of Work to correctly identify the extension of Ayers Place to Montgomery Road.

SECTION 2. Section 2 of the Construction Agreement is hereby modified to reallocate Shared Savings, which Shared Savings include any unused Final Contingency funds and Allowances as defined within the Construction Agreement to be as follows:

If at final completion of the Project there exists any unused Final Contingency funds, including buy-out savings, the City and Contractor shall share the unused Final Contingency funds as follows: The first Five Hundred Sixty Five Thousand Dollars (\$565,000) in Final Contingency/Shared Savings shall be allocated to the Contractor. The remaining Final Contingency and Shared Savings in excess of this amount shall be allocated twenty-five percent (25%) to the Contractor and seventy-five percent (75%) to the City. To properly manage Budgets and risk, the City Manager, in the City's sole discretion, is authorized to release all or a portion of the anticipated Final Contingency Funds when the Project Work is substantially completed reserving any portion as necessary to manage the project

to Substantial Completion. It is anticipated that the Project Work will be substantially completed by the close of the Third Quarter 2022.

SECTION 3. All other terms and conditions of the Construction Manager-at-Risk Agreement, as approved by Resolution No. 9, 2020 and modified by Resolution Nos. 39, 2020 and 43, 2021, are hereby reaffirmed.

SECTION 4. The City Manager is authorized to execute such additional documentation as may be necessary to complete the Construction Agreement to assure both efficient and quality construction for the Public Improvements within Stage I in order to attain the high standard expected for this mixed-use public/private development.

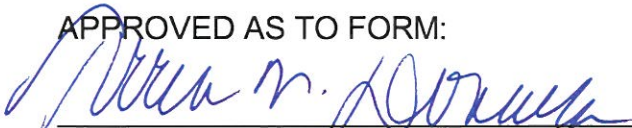
SECTION 5. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

TO: Mayor Craig D. Margolis
Members of City Council

FROM: Terrence M. Donnellon

RE: Reimbursement Resolution for
Montgomery Quarter Phase II

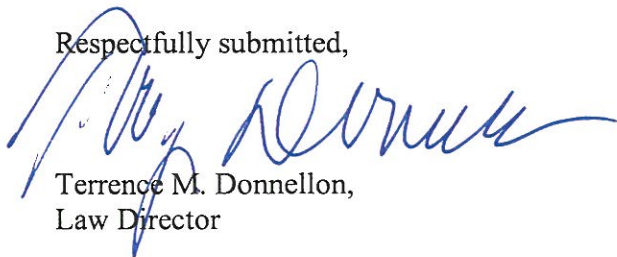
DATE: June 14, 2022

This Resolution is required by U.S. Treasury regulations to allow the City to advance certain monies for Stage II of the Montgomery Quarter Redevelopment Project. Under the terms of the current Development Agreement between the City and the Developer, it is anticipated that \$16,000,000 of new bonds will be issued for Stage II. From this bond issue the City is authorized to draw \$1,500,000 to cover the cost for Stage II construction of Public Improvements.

Some of the costs for these Public Improvements in Stage II may be advanced in 2023 and 2024 before the bonds are issued. Some of these costs may include engineering and survey work for the extension of the street grid as well as construction of the streetscape and street grid to connect the Roundabout to Stage I of the Montgomery Quarter Redevelopment Project. 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 II bond issue.

The City has issued previous reimbursement Resolutions for Stage I and an initial Resolution for Stage II governing calendar years 2021 and 2022. This Resolution will extend the City's right to claim reimbursement during calendar years 2023 and 2024.

Respectfully submitted,



Terrence M. Donnellon,
Law Director

TMD/lld

Enclosure

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

RESOLUTION NO. , 2022

RESOLUTION DELEGATING AUTHORITY TO MAKE DECLARATIONS OF OFFICIAL INTENT AND ALLOCATIONS WITH RESPECT TO REIMBURSEMENTS OF TEMPORARY ADVANCES DURING FISCAL YEARS 2023 AND 2024 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 2023 and 2024 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.

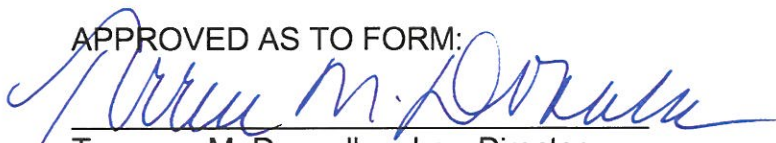
SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

June 13, 2022

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director

SUBJECT: Legislation Request to prepare and submit an application to SORTA to participate in the Transit Infrastructure Fund Program and to execute contracts as required

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to prepare and submit an application to SORTA to participate in the Transit Infrastructure Fund Program and to execute contracts as required.

Background

The Transit Infrastructure Fund Program provides grant funding for the general construction and maintenance of roads, bridges, and related facilities involved in the provision of transit services operated by SORTA. The grant funding also applies to sidewalks, crosswalks, and other pedestrian accommodations for providing pedestrian access to transit services. SORTA currently operates a bus transit route on Cooper Road and Montgomery Road (Bus Route 3), making sidewalks along these two streets necessary to access bus stop locations. Staff has identified three locations on the east side of Montgomery Road that would be ideal locations for sidewalk additions. Those locations are along the frontages of:

- 10000 to 10040 Montgomery Road (Schoolhouse Plaza)
- 9880 Montgomery Road (Camargo Cadillac)
- 9840 Montgomery Road (Twin Lakes south of Mitchell Farm)

These three sidewalk additions would provide connectivity of existing sidewalks already installed along this portion of Montgomery Road, providing access to two existing bus stops at Mitchell Farm Lane and Market Place Lane. The sidewalk additions are also included in the City's sidewalk master plan,

which identifies the need for continuous sidewalk along the east side of Montgomery Road from Weller Road to the Heritage District.

Financial Impact

CT Consultants prepared an Opinion of Construction Cost (OPCC) for the construction of a 6.5-ft wide concrete sidewalk, including earthwork, retaining wall with railing (in front of 10000 Montgomery Road), ADA compliant curb ramps, driveway replacements, and crosswalk pavement markings. The OPCC for the project is \$263,900. A local match is required for the grant application, and Staff recommends a 30% local share. Thus, the amount of the grant request would be 70% of the OPCC, or \$184,730. If successful, grant monies would become available in early 2023, thus an anticipated construction timeframe would be Summer/Fall of 2023. The 30% local share, or \$79,170, would be budgeted in the 410.261.5470 account for 2023.

Design and right-of-way acquisition costs are not grant eligible, thus would be City cost. Preliminary research indicates that there is approximately 8-ft of right-of-way width available behind the curb of Montgomery Road at these three locations, which would mean that a 6.5-ft wide sidewalk installed directly behind the curb would fit within the right-of-way. If successful with the grant, the existing right-of-way, along with the need for temporary construction easements, would be accurately determined.

Recommendation

Staff recommends that City Council adopt a Resolution authorizing the City Manager to prepare and submit an application to SORTA to participate in the Transit Infrastructure Fund Program in the amount of \$184,730. Grant applications are due June 30, 2022, with Council legislation being due by July 15, 2022.

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

Attachment - Engineer's Opinion of Construction Cost / Exhibit

RESOLUTION NO. , 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MONTGOMERY, OHIO TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE TRANSIT INFRASTRUCTURE FUND PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads, bridges and related facilities involved in the provision of transit service by the regional transit authority; and

WHEREAS, the City of Montgomery is planning to make capital improvements to the Montgomery Road pedestrian corridor in the City; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Transit Infrastructure Fund.

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 apply to the Transit Authority for funds as described above.

SECTION 2. The City Manager is authorized to enter into any Agreements with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

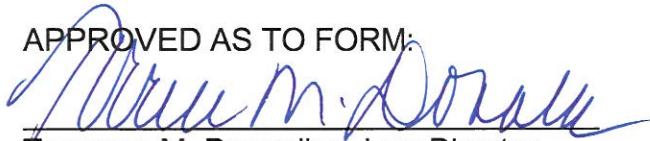
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

TO: Mayor Craig D. Margolis
Members of City Council

FROM: Terrence M. Donnellon

RE: Agreement with Sycamore Community School
District Board of Education to Assign
Two School Resource Officers

DATE: June 15, 2022

This legislation renews our contract with the Sycamore Community School District Board of Education to fund two School Resource Officers. One Officer is stationed at Sycamore High School and the second is stationed at the Sycamore Junior High.

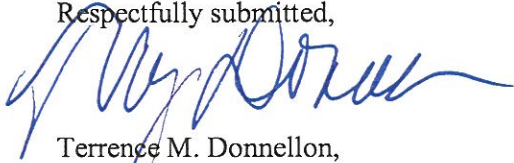
The contract extends the current Agreement for the current academic year through the 2024-2025 academic year.

The contract rate for the High School SRO is 60% of the salary and fringe benefits. This was a percentage allocation negotiated several years ago and has very well served the City and the School District.

When the second SRO position was introduced for the Junior High, there were not as many hours anticipated, so a flat rate of \$40,000 per year was negotiated, which Sycamore has now agreed to increase to \$45,000 per academic year based upon the progression of our labor costs in the Department. There is also a setoff in the contract if we are not able to staff the Junior High SRO position for an extended period of time. This has not been an issue, but it keeps the contract consistent with past practices.

At the same time Council is approving this legislation and contract, the School Board will be approving the Agreement as well so that the Agreement may start with the beginning of the academic year.

Respectfully submitted,



Terrence M. Donnellon,
Law Director

TMD/lld

Enclosures

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

RESOLUTION NO. _____, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SYCAMORE COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION TO ASSIGN TWO SCHOOL RESOURCE OFFICERS

WHEREAS, the City of Montgomery and the Sycamore Community Schools have agreed to enter into a contract to assign two patrol officers from the Montgomery Police Department to serve as a School Resource Officers for the Sycamore Community School District; and

WHEREAS, within such Agreement the City and School District intend to outline the obligations and responsibilities among the parties and to allocate the cost of such assignment.

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 an Agreement with the Sycamore Community School District Board of Education to provide one School Resource Officer to Sycamore High School and one School Resource Officer to Sycamore Junior High School for the school years 2022-2023, 2023-2024 and 2024-2025 as set forth in the Agreement submitted by Sycamore Community School District Board of Education attached hereto as Exhibit A.


SECTION 2. 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

SCHOOL RESOURCE OFFICER AGREEMENT
Commencing School Year 2022-2023

This Agreement is entered into at Montgomery, Ohio, this _____ day of _____, 2022 by and between the **CITY OF MONTGOMERY, OHIO** (hereinafter referred to as "Montgomery") and the **SYCAMORE COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as "Sycamore").

WHEREAS, Montgomery provides police protection to all areas of the City of Montgomery, Hamilton County, Ohio, within which are located both the Sycamore High School at 7400 Cornell Road, Montgomery, Ohio, and Sycamore Junior High School at 5757 Cooper Road, Montgomery, Ohio (hereinafter collectively "Schools"); and

WHEREAS, Sycamore has requested that Montgomery, as a part of its law enforcement and police protection responsibilities within the community, to assign a uniformed police officer to both Schools to enhance security within the Schools and to manage onsite incidents, all within the training and the day-to-day duties of law enforcement; and

WHEREAS, Montgomery is agreeable to provide such protection in the normal course of its law enforcement activities and to assign a uniformed police officer to both the Schools consistent with the terms of this Agreement; and

WHEREAS, the parties intend by this Agreement to define their respective responsibilities for such assignment and the equitable compensation for such assignment.

NOW THEREFORE, in exchange for the mutual promises and covenants contained herein, as properly authorized by the City of Montgomery, Ohio and the Board of Education of the Sycamore Community School District, the parties agree as follows:

1. **Duration:** This Agreement shall commence each School Year the first day when Sycamore Staff is scheduled to report respectively for the High School and Junior High, and shall terminate for each such School Year on the last day for Staff at the respective schools.

This Agreement shall automatically renew for the 2023-2024 academic year, and for a second renewal term for the 2024-2025 academic year at the same rates and the same terms and conditions of this Agreement unless either party provides written notice of termination in advance by June 30 of the year in which the termination is intended.

2. **Services Rendered:**

A. *High School.* Montgomery shall assign a School Resource Officer (hereinafter referred to as “HS-SRO”) to Sycamore High School at 7400 Cornell Road, Montgomery, Ohio. The HS-SRO will work eight (8) hours per school day on all student attendance days as mutually agreed upon by Montgomery and Sycamore for the 2022-2023 School Year and each subsequent academic year during the duration of this Agreement for an anticipated total of one hundred seventy eight (178) days per school year.

B. *Junior High.* Montgomery shall assign a School Resource Officer (hereinafter referred to as “JH-SRO”) to Sycamore Junior High School at 5757 Cooper Road, Montgomery, Ohio. The JH-SRO will work four (4) hours per school day as mutually agreed upon by Montgomery and Sycamore for the 2022-2023 School Year and each subsequent academic year during the duration of this Agreement during such days that school is in session at the Sycamore Junior High School.

C. *Other Assignments.* When not assigned to the Schools, either or both the HS-SRO and JH-SRO may be assigned to Montgomery to other duties and responsibilities. Further, the parties recognize that emergencies arise as a part of police operations and the officer may be called away from this duty assignment to meet such emergency needs in the community. In such event, and in the sole judgment of the Commanding Officer of the Montgomery Police Department, any officer assigned to the Schools may be temporarily reassigned to other police duty for as long as such Commanding Officer, in his or her sole judgment, deems appropriate.

3. **Scope of Accountability:**

A. Both the HS-SRO and the JH-SRO solely shall be supervised by the City of Montgomery Police Department in accordance with the current chain of command. Sycamore shall not control, direct, or supervise either SRO, but Sycamore and its administration may request responsive action from time to time from the on-site SRO to be performed consistent with his or

her duties and responsibilities as a police officer for Montgomery. The SRO's should not be subject to the directions and/or control of any School official or School employee except that the officer will be expected to comply with the established rules and regulations of the Schools to the extent the same do not interfere with his or her police duties.

B. The SRO's shall be certified police, uniformed officers, for Montgomery. Additionally, in the sole determination of Montgomery, the officers may receive such additional training, principally as a School Resource Officer. The amount of training and the need for training solely shall be determined by Montgomery.

C. Sycamore may provide input to the Montgomery Police Department into the selection process of the SRO's, but the appointment of either SRO and assignment of either SRO shall be within the sole direction of Montgomery.

D. Daily assignment of duties will be made in cooperation with the Sycamore High School and Junior High School Administration.

E. School principals will continue to assume full responsibility for the enforcement of discipline and school rules and regulations.

F. This Agreement in no way limits the duties and responsibilities of Montgomery to the School with regard to police protection, nor does this Agreement create any special duty or special responsibility by Montgomery or its SRO's to Sycamore, its employees, volunteers or students. There are no expectations that the officer will provide special services nor special duties beyond what is expected to be performed in day-to-day law enforcement duties.

4. **Compensation:** In consideration of Services Rendered, Sycamore promises and agrees to pay Montgomery the following:

A. **High School SRO Reimbursement.** Montgomery will establish the daily cost of all salary and fringe benefits associated with this position pursuant to current labor agreements for the City of Montgomery Police Department. The HS-SRO salary and fringe benefits will be shared with Sycamore covering 60% and Montgomery covering 40% of such salary and fringe benefits. Additionally, Sycamore will reimburse Montgomery for 60% of the cost of departmental equipment, i.e. uniforms and accessories for the HS-SRO. Montgomery will invoice Sycamore on a quarterly basis for all services with invoice to be paid within 21 days of receipt.

B. Junior High SRO Reimbursement. Sycamore will reimburse Montgomery a fixed amount of Forty Five Thousand Dollars (\$45,000.00) per academic year for the salary and fringe benefits associated with the JH-SRO position pursuant to current labor agreements for the City of Montgomery Police Department. Montgomery will invoice in four (4) equal installments, September 30, December 31, March 31 and June 30, for such services. If at any time during the prior installment period Montgomery has not been able to effectively staff the JH-SRO position due to a prolonged absence of the designated officer, Sycamore shall be entitled to a credit against the installment payment for that period in the amount of Two Hundred Fifty Six Dollars (\$256.00) per day that the position remained unstaffed.

C. Overtime Compensation. Sycamore will reimburse Montgomery for all overtime hours requested by Sycamore at the overtime rate for either the HS-SRO or JH-SRO pursuant to the current labor agreements for the City of Montgomery Police Department. Authorization for billing of said overtime cost will be provided by Sycamore Administration.

D. In-Service Training. Sycamore will reimburse Montgomery for the cost of special in-service training, if said training is at the request of Sycamore and is above and beyond the regular police department training. Authorization for billing said in-service training will be provided by Sycamore Administration.

E. Montgomery will provide mobile phone or equivalent technology for the SRO's. The cost of such equipment for the HS-SRO shall be reimbursed by Sycamore to Montgomery at 60% of such costs. There shall be no additional cost for such equipment provided to the part-time JH-SRO.

5. **Insurance:** Each party shall be responsible for maintaining any liability insurance deemed appropriate by each separate entity for the protection of the entity and the protection of the officer performing his or her duties under this Agreement. There shall be no indemnity between the parties for any liability arising out of an alleged act or omission by any other party, its agents or employees.

6. **Default:** In the event either party fails to perform any of its duties hereunder, the non-defaulting party may elect to terminate this Agreement upon the giving of thirty (30) days

prior written notice. Upon termination, all rights, duties and obligations of both parties shall cease as to any future performance hereunder, but each party shall remain liable to the other for payment of any money which became due to the other prior to termination, and unless otherwise agreed, each party shall continue to perform their obligations until the expiration of the applicable notice period.

7. **Miscellaneous:**

A. This Agreement in no way limits the duties and responsibilities of Montgomery to Sycamore regarding police protection, nor does this Agreement create any special duty or special responsibility by Montgomery or its SRO's to Sycamore, its employees, volunteers or students. There are no expectations that the officer will provide special services nor special duties beyond what is expected to be performed in day-to-day law enforcement duties.

B. This Agreement represents the entire agreement between the parties and there are no separate agreements or understandings which are not incorporated herein. This Agreement is intended by the parties to be an agreement to purchase professional services, and it is not an agreement of employment, nor joint venture, nor partnership between the parties.

CITY OF MONTGOMERY, OHIO:

SYCAMORE COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION:

By: _____
Brian K. Riblet

By: _____
Paul Balent, President

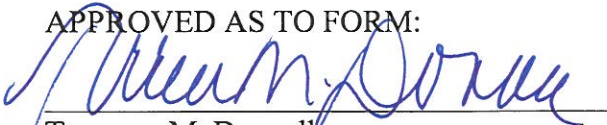
Its: City Manager

By: _____
Beth Weber, Treasurer

Date: _____

Date: _____

APPROVED AS TO FORM:



Terrence M. Donnellon
Director of Law

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City of Montgomery
City Council Work Session Minutes
May 18, 2022

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Kevin Chesar, Community Dev. Director
John Crowell, Police Chief
Gary Heitkamp, Public Works Director
Katie Smiddy, Finance Director
Paul Wright, Fire Chief
Amy Frederick, Communications and Engagement Coord.
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

City Council convened its Work Session for May 18, 2022, at 7:00 p.m. at City Hall, with Mayor Margolis presiding.

ROLL CALL

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

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

SPECIAL PRESENTATIONS

Mr. Dobrozsi explained that each year Mr. Cappel, Mrs. Bissmeyer and himself judged the Citizenship Essay Contest for Troop 674 scouts. He stated that present at the meeting were the top three award winners and introduced them to City Council and staff. He asked their Troop Master to provide background on the contest.

Mr. Dan Saxby explained that the essay contest was created in honor and remembrance of Scout Master Bill Kern. He explained that the winners earn money towards the summer camp.

Nate Hayes, Sam Saxby and Daniel Deschene, members of Troop 674, read their essays on citizenship to City Council and staff.

City Council shared their praise of the scouts and the young men's essays. They encouraged them to continue on their pursuit to getting their Eagle Scout accommodation.

GUESTS AND RESIDENTS

Connie Banning came to City Council on behalf of the Montgomery Farmer's Market to share their experience with a surprise audit performed by a Hamilton County Public Health Inspector the opening day of the market on May 7. Ms. Banning explained that Council Member Suer invited her to come to the meeting to share her experience.

Ms. Banning explained that on the opening day of the market, the inspector conducted audits, or inspections, of each vendor to determine if they were following the public health department codes as related to farmer's market vendor booths. She explained that Marx Bagels and Zoftig Bakehouse were shut down during sales for not having their baked products individually wrapped and labeled with the weight of the product. She added that Marx Bagels also were told that they needed to have a three compartment sink on site. She explained that the requirements by the Health Department would be very costly for the vendors and could cause some of them to not come back to the market. She explained that they have complied with many of the issues brought forward and want to do what is

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City Council Work Session Minutes

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55 required however they know they will lose some vendors due to costs. She asked if there was anything that the City
56 could do to help mediate on behalf of the Market. She explained that there was no notification by Hamilton County
57 that there would be audits or of any updated rules.

58
59 City Council discussed the approach of the Health Department and stated if there was anything that the City could
60 do to help that they would try. They asked Mr. Riblet to reach out to Hamilton County Public Health to discuss the
61 circumstances as relayed by Ms. Banning and see what could be done.

62
63 **ESTABLISHING AN AGENDA FOR JUNE 1, 2022 BUSINESS SESSION**

64
65 **PENDING LEGISLATION**

66
67 **An Ordinance Establishing Schedules of Municipal Compensation**

68
69 Mayor Margolis explained that this would be the final reading of the Ordinance and asked Mr. Riblet if there were
70 any updates.

71
72 Mr. Riblet replied that at Council's seats was an updated Exhibit A attachment to the Ordinance that reflected
73 changes already discussed with Council in a previous meeting. He stated that he would like to ask for a voice vote
74 to approve the amended exhibit.

75
76 Mr. Dobrozsi made a motion to approve the amended exhibit to the Ordinance. Mr. Cappel seconded. City Council
77 unanimously agreed. The final reading will be conducted at the June 1, 2022 Business Session.

78
79 **NEW LEGISLATION**

80
81 **A Resolution Authorizing The City Manager To Contract With Frost Brown Todd, LLC To Provide Special
82 Counsel Services**

83
84 Mayor Margolis assigned the legislation to Mr. Dobrozsi.

85
86 Mr. Riblet explained that, if approved, this Resolution will approve a contract with Frost Brown Todd, LLC to
87 provide special legal services for labor negotiations/labor relations/human resource functions. He stated that the
88 work of Frost Brown Todd, LLC has been invaluable in labor negotiations/relations efforts, and it is important that
89 the City maintain this relationship as the City continues it labor and employee relations into the future. Mr. Riblet
90 explained that there was a 3% increase in their fees over last year and that this was a standard increase for these
91 services.

92
93 Mr. Messer asked what an estimated cost per year with Frost Brown Todd would be.

94
95 Mr. Riblet replied it was normally between \$50,000 and \$60,000 dependent on labor negotiations or personnel
96 issues.

97
98 **A Resolution Accepting A Bid And Authorizing The City Manager To Enter Into A Contract With Barrett
99 Paving Materials, Inc. To Complete The Pfeiffer Road And Deerfield Road Intersection Improvement
100 Project, Ham - CR284 - 1.33, PID # 107130**

101
102 Mayor Margolis assigned the legislation to Mr. Cappel

103

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104 Mr. Heitkamp explained that it is requested that City Council consider this Resolution that, if approved, would
105 authorize the City Manager to enter into a Contract with Barrett Paving Materials, Inc. to construct the HAM –
106 CR284 – 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project, PID #107130 in the amount of
107 \$2,330,000. The amount of the recommendation includes \$87,052.04 in project contingency funding, which is an
108 amount equal to 3.9% of the Base Bid amount.

109
110 Mr. Heitkamp added that the City of Montgomery has been approved by the Ohio-Kentucky-Indiana Regional
111 Council of Governments (OKI) for a grant of up to \$893,575 for construction of a single-lane roundabout to replace
112 the four-way stop at the Pfeiffer Road and Deerfield Road intersection. In addition to that, the City has successfully
113 obtained \$400,000 in Transportation Improvement District (TID) Funds from Hamilton County for construction of
114 the project. Also, in partnership with the Greater Cincinnati Water Works (GCWW), the City included replacement
115 of a 12-inch water main on Pfeiffer Road and Deerfield Road within the project limits as part of the contract scope
116 of work. This replacement is being paid for by GCWW in an amount of \$513,851 which will be reimbursed to the
117 City (85% at the beginning of construction and 15% at the conclusion of construction). The remaining \$522,574
118 will be the City' share of the construction cost, which will be funded through the 410.261.5470 account.

119
120 Mr. Messer asked who was working at the site now.

121
122 Mr. Heitkamp replied it was AMS Construction, a subcontractor of Duke installing the new gas main.

123
124 Mr. Messer asked if the total cost included the cost to purchase the house that was demolished to prepare for the
125 roundabout.

126
127 Mr. Heitkamp replied that it did not, the amount in the contract would only be for the actual construction of the
128 roundabout. He stated that the City has spent approximately \$240,000 to purchase the house and also right of way
129 and easement costs.

130
131 Mr. Suer stated that it is good to see grant funding applied to these types of projects. He asked what the timeline of
132 the project would be.

133
134 Mr. Heitkamp replied that while there has been no preconstruction meeting pending approval of the contract by
135 Council, he is hopeful they can begin in July or August. He explained that there was a six month lead time on water
136 main piping and supplies. He stated the completion day is estimated to be August of 2023 considering down time
137 in the upcoming winter months.

138
139 Mrs. Naiman asked if there would be a time when the intersection would be closed.

140
141 Mr. Heitkamp replied that there would be a time when the final pavement would require the intersection to be
142 closed. He stated that would be planned for a weekend and that signage would be placed to inform motorists. He
143 explained that until that time the intersection would remain open with temporary pavement laid to reroute traffic.

144
145 Mrs. Naiman asked how the \$522,574 the city's going to expend compared to what was budgeted.

146
147 Mr. Heitkamp replied that the original grant stated our local share would be at \$383,000, however that was four or
148 five years ago, and we had to estimate costs. He explained that if the contingency funding is not used then the cost
149 would only be approximately \$50,000 higher.

150
151 Mr. Dobrozsi stated that he knew firsthand that material costs are up 30% since then. He stated that he was amazed
152 to see we were not that far over the original budget. He added that he was more impressed the top two low bidders
153 were only about a percent and a half different in their bids.

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154 Vice Mayor Bissmeyer stated that her comments were like most of her counterparts in that she was appreciative of
155 staff pursuing grant funding that helps to pay for these large projects. She stated that even if we have to use
156 contingency funding that the city is only paying 22 ½% of the cost of that project. She then added that if we do not
157 use the contingency, it will drop down to only 18 ½%. She stated that she felt for our Montgomery taxpayers this
158 is a good deal on completing such a large project for a very small amount of money of local funding required.
159

160 Mr. Cappel stated that he felt this is a great project. He stated he loved roundabouts as they are great for the
161 community, safe, clean and keep traffic flowing. He asked how long ago the concept was discussed.
162

163 Mr. Heitkamp stated he thought it had been about five years.
164

165 Mr. Riblet added to that several years ago a City staff member was involved in a serious automobile accident at that
166 intersection and while prior to that, staff had identified that intersection for two reasons. One was all the queuing,
167 so mitigating air quality was one and then the safety aspect. He stated that staff started looking at accidents at that
168 intersection. He explained that even though it is a four way stop, the number of accidents were mounting pretty
169 quickly. So twofold, the safety aspect and then the mitigating air quality was what really prompted that. He stated
170 as a result staff began researching grant funding options and received safety dollars through ODOT for the design
171 and then the OKI funding and then the county TID funding.
172

173 Mayor Margolis stated that in addition to what everyone else said, she thanked staff for keen stewardship on a
174 project that is going to make a safer intersection for both pedestrians and cars.
175

176 **A Resolution Authorizing The City Manager To Enter Into A Contract With Prime CMS, Inc. For**
177 **Professional Services Related To Construction, Engineering And Inspection Services For The Pfeiffer Road**
178 **And Deerfield Road Intersection Improvement Project**
179

180 Mayor Margolis assigned the legislation to Mr. Cappel
181

182 Mr. Heitkamp explained that, if approved, this legislation would authorize the City Manager to enter into a “Time
183 and Expense (T&E), Not to Exceed” contract with Prime CMS, Inc. to provide construction engineering and
184 inspection services for the HAM- CR284 – 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project.
185 The maximum Not to Exceed amount is \$126,942.86, which equates to 5.7% of the Barrett Paving Materials, Inc.
186 construction contract. Funding for the contract is captured in the 410.261.5470 account.
187

188 Vice Mayor Bissmeyer asked if the 70% percent that is approved by the Ohio-Kentucky-Indiana Regional Council
189 of Governments (OKI), is like a pot of money, and if we use it somewhere else, then it could be reduced.
190

191 Mr. Heitkamp replied that was correct and at this time it appears all of those monies in the construction contract
192 with Barrett will be used, so therefore we will be paying 100% of this contract. He added that if we were to come
193 in under budget, then we would be able to use any remaining grant funding to pay toward this contract as it is the
194 same project.
195

196 Mr. Messer stated that he read in the contract from Prime, that they specify ending in May 2023. He asked if the
197 water main issue becomes an issue and delays the project by several months if Prime would be flexible with the
198 contract term.
199

200 Mr. Heitkamp stated that he did speak with Dan Todd about that, and Mr. Todd related that would not be a problem.
201 Mr. Heitkamp stated they are very fair to work with.
202
203

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204 Mayor Margolis asked Mr. Heitkamp for clarification that Prime would manage the paperwork, the quality control
205 work, things a larger city would be able to manage internally but for a staff our size, it does not make sense.
206

207 Mr. Heitkamp replied that was correct. He explained the amount of time on a project of that scale that we do not
208 have the resources to conduct all inspections and oversee all the paperwork.
209

210 **A Resolution Authorizing The City Manager To Negotiate And Execute An Agreement With Traditions VC**
211 **Developer, LLC To Accommodate Short-Term Coverage For Minimum Service Payments In The Vintage**
212 **Club-North Project**
213

214 Mayor Margolis assigned the legislation to Mr. Suer.
215

216 Mr. Donnellon gave a short history of the Vintage Club Tax Increment Finance District and the benefits to the City
217 in creating a District. This District was started in 2007 and encompassed the entire Vintage Club subdivision, both
218 residential and commercial. The values achieved in the residential portion of the development and the development
219 of The Christ Hospital building have created a very successful TIF Fund.
220

221 In 2008, the Developer signed a Service Agreement pledging statutory service payments from the residential area
222 and The Christ Hospital lot to back Special Obligation Revenue Bonds for the construction of many of the public
223 improvements in the Vintage Club, including the public garage. A second Service Agreement was executed in 2018
224 with the Traditions Group to construct further public improvements to support the north portion of the District and
225 future development on the south side of Vintage Club Boulevard.
226

227 Shortly after the bonds were issued, the pandemic significantly impacted the development in this remaining area
228 and the projections for revenues to support the bonds began to fall behind. Even though the construction economy
229 has been slowed, Traditions is back on track finishing the Wicks buildings and developing one of the anticipated
230 commercial structures.
231

232 After capitalizing interest for the first few years of this second issue of bonds, there are Minimum Service Payments
233 now due when the statutory service payments fall short. Traditions has asked for some assistance to have the City
234 share a portion of the Minimum Debt Service liability during a short period of time which will then be repaid in
235 time by Traditions. The City is not forgiving the debt, but simply providing short-term assistance to allow cash
236 from the Developer to be devoted toward returning the project to the appropriate development timeline.
237

238 The cash assistance is for a period of two years and at least 50% of the minimum liability will still be paid by
239 Traditions. Any monies the City advances will be then repaid starting July 1, 2028 in six equal semi-annual
240 installments. It is projected that the amount the City will contribute during this Forbearance Period will be less than
241 \$225,000. The City's proportionate share of the minimum service liability will be advanced from the Vintage Club
242 TIF Fund with no anticipated negative impact upon the City's budget. The Administration explained that after
243 studying the issue for several months, it is believed that this is the right thing to do to assure the success of this
244 development, and more importantly to provide support to the Vintage Club residents who have been the foundation
245 for the success of this project.
246

247 Council asked numerous questions concerning the structure of the contributions and the maximum liability. Council
248 also asked questions to be sure that this liability will not spillover to negatively impact the General Budget. In the
249 end, various Council Members expressed their concern, some reluctantly, for the support of the project knowing
250 that it is a benefit to the residents of the Vintage Club and supports economic development throughout the City.
251
252

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253 Mr. Riblet added that with the current market fluctuations, the Ordinance is requested to be passed as an emergency
254 to give our financial advisors the maximum flexibility to price the Bonds and complete refinancing.

255
256 Mr. Messer stated that he thought it was the right thing to do as we would pay back cheaper dollars in the long run.

257
258 Mrs. Naiman stated that it was noted that 5% of the income tax revenues would be set aside for the funding of this
259 note and asked if that was being done.

260
261 Mr. Riblet replied that staff began doing that in 2022. He stated it would take six years to completely pay the note
262 off.

263
264 **ADMINISTRATION REPORT**

265
266 Mr. Riblet reported the following items:

- 267
- 268 • The next City Council Business Session is scheduled for June 1.
 - 269
 - 270 • A reminder of the scheduled Board and Commission Updates for June 1:
 - 271 ○ Greg Brodrick, EAC-6:00
 - 272 ○ Aaron Kellenberger, B & T – 6:15
 - 273 ○ Gary Blomberg, Board of Tax – 6:30
 - 274 ○ Dennis Hirotsu, Planning Commission – 6:45
 - 275
 - 276 • The Law and Safety and Financial Planning Committees have agenda items and are requested to meet on
277 Monday, June 6 at 3:30 and 4:30 p.m., respectively. The Planning, Zoning and Landmarks Committee
278 have no agenda items and are requested to cancel for June.
 - 279
 - 280 • Beautification Day was held on May 14 and the weather and volunteer participation could not have been
281 better. The volunteers, along with members of City Council and staff, planted numerous flower beds on
282 Montgomery Road from Schoolhouse Lane to Weller Road. This team effort goes a long way in beautifying
283 the Montgomery Road corridor. Also, the ever important flower hanging baskets were hung throughout
284 the Heritage District.
 - 285
 - 286 • J. K. Meurer has completed all of the concrete work as part of the resurfacing program and has milled a
287 number of the residential streets programmed for this year, followed by Strawser who applied the stress
288 absorbing membrane interlayer (SAMI). They also have begun milling Weller Road between Arcturus and
289 E. Kemper, and then afterwards will be milling the entire length of Zig Zag Road. The resurfacing of all of
290 the streets is anticipated to be complete by May 31.
 - 291
 - 292 • Staff has begun work on the 2023-2027 budget process. All requests will be submitted by the end of June
293 with departmental and overall city reviews begin conducted in July and August culminating in a
294 presentation to FPC in early September and then all of Council on September 15.
 - 295
 - 296 • Tracy Henao will be providing a walking tour of the historic district for the Montgomery Ohio Chamber of
297 Commerce as part of their Lunch and Leads program on Thursday. The event will provide Chamber
298 members the opportunity to learn more about the history of the City and several of the Landmark Buildings.

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- 299 • An update of the Gerri Harbison Memorial project stated that there have been more than enough private
300 funds raised to cover the costs associated with this project. Any remaining funds will be placed into a
301 perpetual care line item for maintenance and upkeep. There will be an unveiling ceremony at our July 4
302 Festival in the Park at approximately 12:00 p.m.

303

304 Under Human Resources, Mr. Riblet reported:

- 305 ○ Service Worker I – telephone interviews have been completed and candidates are being scheduled
306 for in-person interviews. There are two Service Worker I positions to fill due to retirements.
307 ○ Patrol Officer – the Civil Service Commission met May 16 and certified an eligible list for this
308 position classification. Candidates will be contacted for initial interviews. There are two Patrol
309 Officer positions to fill vacancies due to retirements.
310 ○ Customer Service Representative (front desk) – Initial interviews are being scheduled for 7
311 candidates.
312 ○ Finance Specialist (Tax) – a job announcement has been posted to the City’s website and
313 print/online advertising will begin May 22. This is a result of a vacancy due to retirement.

314

315 Mr. Riblet reported the following upcoming events to City Council:

- 316 ○ 5-20 Terry Willenbrink’s retirement luncheon is this Friday at Public Works from 11-2.
317 ○ 5-26 Public Works Recognition Breakfast will be held at Public Works from 7:30-9:30

318 **LAW DIRECTOR REPORT**

319

320 Mr. Donnellon stated he had nothing additional to report at this time.

321

322 **CITY COUNCIL REPORTS**

323

324 **Mr. Cappel**

325

326 Mr. Cappel reported that a shredding event will be held in conjunction with the monthly cardboard recycling event
327 on Saturday, May 21.

328

329 **Vice Mayor Bissmeyer**

330

331 Vice Mayor Bissmeyer reported that she attended a Mental Health presentation sponsored by the City on May 12.
332 She stated that representatives from NAMI were featured and were very informative.

333

334 Vice Mayor Bissmeyer also reported that she and Council Member Naiman would be meeting with Beth Naylor
335 regarding the intersection of Cooper Road and Zig Zag Roads. She stated she would report back to Council with
336 feedback from that meetings.

337

338 **Mr. Dobrozi**

339

340 Mr. Dobrozi reported that he attended a Sycamore Schools Executive meeting where they featured the theme
341 “Forever Greene” highlighting the rebuilding of the E.H. Greene Intermediate School building.

342

343 Mr. Dobrozi reported the success of the Soiree En Blanc Dinner held by the Sister Cities Commission. He stated
344 that although the weather was not ideal, 104 people attended.

345

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346 Mr. Dobrozsi reported that the Arts Commission, while managing normal operations and planned events, would be
347 focusing on identifying a community art project to be located somewhere in the Montgomery Quarter.
348

349 **Mrs. Naiman**

350
351 Mrs. Naiman reported that with the anticipation of opening day at the Municipal Pools on May 28, the Parks and
352 Recreation Commission discussed a Luau planned for June 10 and continued conversations around pickleball.
353

354 Mrs. Naiman reported that Diversity and Inclusion Commission continues to work on the Know Your Neighbor
355 Series presentations.
356

357 **Mr. Suer**

358
359 Mr. Suer reported that he had received feedback from a resident on Zephyr Road, near Dulle Park, who reported
360 issues of noise from participants of pickleball. He stated he was not sure what could be done but wanted to mention
361 it to Council and staff.
362

363 **Mr. Messer**

364
365 Mr. Messer reported that at the recent Civil Service Commission meeting 10 people were certified to an eligibility
366 list for the police department.
367

368 Mr. Messer stated he would be participating, along with other Council members, in the Blue Ash Memorial Day
369 parade.
370

371 **Mayor Margolis**

372
373 Mayor Margolis provided an overview of functions he attended.
374

375 Mayor Margolis explained that he attended a ceremony held by Archbishop Moeller High School in honor of their
376 50th anniversary of receiving their first State Championship with an athletic team, the 1972 Crusader Baseball Team.
377 He stated that he presented the school with a proclamation making May 14, 2022 as Archbishop Moeller High
378 School 1972 Baseball Team Day.
379

380 Mayor Margolis stated that he also attended the Mental Health meeting conducted by NAMI and while it was low
381 in attendance, he felt it was a good way to kick off the upcoming Mental Health public series and the topic of mental
382 ill was very important to provide to the community.
383

384 **MINUTES**

385
386 Mr. Cappel moved to accept the May 4, 2022 Business Session minutes as written. Vice Mayor Bissmeyer seconded.
387 City Council unanimously agreed.
388

389 **OTHER BUSINESS**

390
391 Chief Crowell explained that a request from the State of Ohio Liquor Control Board to allow a new D2 & D5 liquor
392 permit to be issued to Z Wine & Cheeze LLC at 7823 Cooper Road. He added that while a D3 permit was recently
393 presented to City Council that the D2 and D5 permits which will replace their previously issued C1, C2 and D8
394 licenses that permitted the sale of samples and carry out until 1:00 a.m. The new licenses will now allow dine in
395 service of regular size beverages as well as carry-out sales until 1:00 a.m. of beer and wine.

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396 Chief Crowell reported no issues that would require a hearing with the State and recommended Council make a
397 motion to not request a hearing on the request.

398

399 Vice Mayor Bissmeyer made a motion to not request a hearing with the State of Ohio Liquor Control Board. Mr.
400 Cappel seconded. City Council unanimously agreed.

401

402 Mayor Margolis asked if there was any other business to discuss. There being none, he asked for a motion to
403 adjourn.

404

405 Mr. Cappel made a motion to adjourn. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

406

407 City Council adjourned at 9:37 p.m.

408

409

410

411

Connie Gaylor, Clerk of Council

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City of Montgomery
City Council Business Session Minutes
June 1, 2022

Present

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

City Council Members Present

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

Council Members Absent

Mayor Margolis

City Council its Business Session for June 1, 2022 at 7:03 p.m. at City Hall with Vice Mayor Bissmeyer presiding.

ROLL CALL

Vice Mayor Bissmeyer asked for a roll call.

All members were present except for Mayor Margolis. Vice Mayor Bissmeyer asked for a motion to excuse Mayor Margolis due to illness.

Mr. Cappel made a motion to excuse Mayor Margolis. Mr. Messer seconded. City Council unanimously agreed.

LEGISLATION TO BE CONSIDERED THIS EVENING

PENDING LEGISLATION

An Ordinance Establishing Schedules of Municipal Compensation

Mr. Dobrozsi moved for passage of the Amended Ordinance. Mr. Cappel seconded.

Mr. Dobrozsi explained that information has been previously supplied on this legislation that, if approved, would establish a new Schedule of Municipal Compensation for non-bargaining unit employees. It is necessary to establish a new Schedule of Municipal Compensation as the current Schedule does not specify any wage rate adjustments for July 2022 or beyond. A new schedule is also needed to provide for title changes to address organizational needs.

Mr. Dobrozsi asked if there were any updates.

Mr. Riblet stated there were none at this time.

The roll was called and showed the following vote:

AYE: Cappel, Bissmeyer, Dobrozsi, Naiman, Suer, Messer (6)
NAY: (0)
ABSENT: Margolis (1)

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City Council Business Session Minutes
June 1, 2022
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NEW LEGISLATION

A Resolution Authorizing The City Manager To Contract With Frost Brown Todd, LLC To Provide Special Counsel Services

Mr. Dobrozsi moved to read the Resolution by title only.

Mr. Cappel seconded. City Council unanimously agreed.

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

Mr. Dobrozsi explained that information has been previously supplied on this Resolution that, if approved, would authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal services for labor negotiations/labor relations/human resource functions. The work of Frost Brown Todd, LLC has been invaluable in labor negotiations/relations efforts, and it is important that the City maintain this relationship as the City continues it labor and employee relations into the future.

Mr. Dobrozsi asked if there were any updates.

Mr. Riblet replied there were none.

The roll was called and showed the following vote:

AYE: Bissmeyer, Dobrozsi, Naiman, Suer, Messer, Cappel	(6)
NAY:	(0)
ABSENT: Margolis	(1)

A Resolution Accepting A Bid And Authorizing The City Manager To Enter Into A Contract With Barrett Paving Materials, Inc. To Complete The Pfeiffer Road And Deerfield Road Intersection Improvement Project, Ham - CR284 - 1.33, PID # 107130

Mr. Cappel moved to read the Resolution by title only.

Mr. Dobrozsi seconded. City Council unanimously agreed.

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

Mr. Cappel explained that information has been previously supplied on this Resolution that, if approved, would authorize the City Manager to enter into a Contract with Barrett Paving Materials, Inc. to construct the HAM – CR284 – 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project, PID #107130 in the amount of \$2,330,000. The amount of the recommendation includes \$87,052.04 in project contingency funding, which is an amount equal to 3.9% of the Base Bid amount.

Mr. Cappel asked if there were any updates.

Mr. Heitkamp replied there were none.

The roll was called and showed the following vote:

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June 1, 2022
Page 4

155 to see the project to completion. He thanked Mr. Riblet and Mr. Donnellon for their continued negotiations and
156 efforts to see this long term development through.

157
158 Mrs. Naiman asked if there was development activity being conducted.

159
160 Mr. Riblet replied there was. He explained that the excavation for Building C is underway. He stated it is
161 important to keep the construction moving forward.

162
163 Mr. Messer stated that he also does not like this option, but it is the best of the bad options available to the City.

164
165 Vice Mayor Bissmeyer stated that she feels the same as her constituents but knows staff has worked very hard to
166 get this project done and there is a responsibility to the Vintage Club residents to get the project completed.

167
168 The roll was called and showed the following vote:

169
170 AYE: Dobrozsi, Bissmeyer, Naiman, Suer, Messer (5)
171 NAY: Cappel (1)
172 ABSENT: Margolis (1)

173
174 **ADMINISTRATION REPORT**

175
176 Mr. Riblet reported the following items:

- 177
- 178 • City Council Work Session is scheduled for Wednesday, June 22 at 7:00 p.m.
 - 179
 - 180 • As a reminder, a Public Hearing is scheduled at 6:45 p.m. prior to the June 22 Work Session for the
181 2023 Tax Budget.
 - 182
 - 183 • Prior to the Public Hearing the following Boards and Commission Chair Updates are scheduled as
184 follows:
 - 185 ○ Benny Miles- Civil Service-6:00 p.m.
 - 186 ○ Chip Harrod- D & I 6:15 p.m.
 - 187 ○ Greg Leader-Arts Commission 6:30 p.m.
 - 188
 - 189
 - 190 • The previously requested Law and Safety Committee meeting for Monday, June 6 is asked to be
191 rescheduled for July as Mr. Messer cannot attend the June meeting. The Financial Planning
192 Committee will meet on Monday, June 6 at 4:30 p.m. The Planning, Zoning and Landmarks
193 Committee has cancelled their meeting for June.
 - 194
 - 195 • The Parks and Recreation, Government Affairs and Public Works Committees have cancelled their
196 meetings for the month of June.
 - 197
 - 198 • Opening weekend at the pool went well and 1,375 check ins occurred Saturday through Monday. A
199 record of 896 checked in on Memorial Day.
 - 200
 - 201 • Shawn Cooper is sadly leaving us for bluer skies in Duncan, South Carolina. This Friday, June 3, will
202 be Shawn's last day with the City of Montgomery. Shawn has been a great team member and a friend
203 to many of us, and she will be missed. Join us in wishing her farewell on Friday at 11:30 at City Hall.

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- Karen Dungy, a temporary worker, will fill in at the front desk at City Hall starting on Monday, June 6 until the position is filled.
- The Automated External Defibrillator (AED) donated by a local realtor group was installed on the exterior wall by the front doors at Terwilligers Lodge. The AED is in a tamper resistant box that is heated to keep the AED operational during the winter months. The AED is accessible to renters of the lodge as well as others visiting the park.
- A Continue the Conversation Lunch-N-Learn is scheduled for Thursday, June 9 from 11:30 a.m. to 1:00 p.m. and will be held at Terwilliger Lodge. Dr. Nikki Winchester, CEO of the Cincinnati Center for DBT (Dialectical Behavior Therapy) will lead this discussion regarding mental illness and coping measures. This is a continuation of lunch-n-learn sessions that are being offered for any staff that wish to attend.
- As mentioned in last week's Thursday Update, The City was notified by Think Patented, the company who collaborates with staff to produce the monthly bulletin and calendar, that the following awards were designated to the City by the Graphic Media Alliance:
 - In 2021 the Montgomery Bulletin won GOLD in the Newsletter category and SILVER in the Calendar category.
 - In 2022 in the Montgomery Bulletin also won Silver in the Magazine/Publications category.

These awards reflect the work of staff to update and design visually appealing and informative documents that represent the City's brand. Special thanks to Matthew Vanderhorst, Amy Frederick and Shawn Cooper, who have worked hard on the redesign of the bulletin and the calendar.

Mr. Riblet provided the following event information to City Council:

- The Kiwanis Annual Fishing Tournament will be held Saturday, June 4 at Swaim Park from 9:00-11:00 a.m.
- The first DORA event of the year occurs on Saturday, June 4 from 6:00 to 10:00 p.m. Join us for this Luau themed party and be sure to wear your tropical attire! The Sunburner's Island Party band, a food truck, games and a selfie station will occur on Cooper Road near the Neuilly Plaisance Plaza.
- Oyler Hines Realty is hosting a Happy Hour on Thursday, June 9 from 4:00-7:00 p.m.

Mr. Riblet requested an Executive Session to review labor negotiations with public employees.

APPROVAL OF MINUTES

The minutes of the May 18, 2022 Work Session will be presented on the June 22, Work Session Agenda.

MAYOR'S COURT REPORT

The may Mayor's Court Report will be presented on the June 22, Work Session Agenda.

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City Council Business Session Minutes
June 1, 2022
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251 **OTHER BUSINESS**

252
253 Vice Mayor Bissmeyer asked for a moment to remember the victims and their families of the mass shootings in
254 Texas, New York and Pennsylvania.

255
256 Vice Mayor Bissmeyer also stated her sadness in the passing of Martha Seaman, a resident of Twin Lakes
257 Retirement Community and long-term volunteer on the Beautification and Tree Commission.

258
259 Vice Mayor Bissmeyer also congratulated Melissa Hays for receiving her master's degree in public administration.

260
261 **EXECUTIVE SESSION**

262
263 Vice Mayor Bissmeyer asked if there was any further business to discuss in Public Session. There being none she
264 asked for a motion to adjourn to Executive Session to review labor negotiations with public employees.

265
266 Mr. Cappel made a motion to adjourn into Executive Session to review labor negotiations with public employees.
267 Mrs. Naiman seconded.

268
269 Vice Mayor Bissmeyer stated that it is not anticipated that Council will be taking any votes or discussing anything
270 further in Public Session after the conclusion of the Executive Session.

271
272 The roll was called and showed the following vote:

273
274 AYE: Cappel, Bissmeyer, Dobrozsi, Naiman, Suer, Messer (6)
275 NAY: (0)
276 ABSENT: Margolis (1)

277
278 City Council adjourned into Executive Session at 7:29 p.m.

279
280 City Council reconvened into Public Session at 7:39 p.m.

281
282 Vice Mayor Bissmeyer asked if there was any other business to discuss. There being none, he asked for a motion
283 to adjourn.

284
285 Mr. Messer made a motion to adjourn. Mr. Cappel seconded. City Council unanimously agreed.

286
287 City Council adjourned at 7:39 p.m.

288
289
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291

Connie Gaylor, Clerk of Council

Monthly Mayor's Court Report

Montgomery Mayor's Court
Cash Flow for May 2022

Page : 1
Report Date : 06/16/2022
Report Time : 12:01:50

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$240.00	\$935.00	\$1,538.00
Computer Fund	\$810.00	\$2,600.00	\$5,004.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$5.00
City Revenue From Fines	\$6,960.00	\$24,730.00	\$37,898.00
Fees			
EXPUNGEMENT FEES CITY	\$40.00	\$60.00	\$40.00
Capias Fee	\$800.00	\$2,800.00	\$1,615.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$645.00	\$495.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$8,850.00	\$31,770.00	\$46,595.00
State Revenue From:			
Court Costs			
Court Costs	\$2,145.00	\$7,160.00	\$12,450.00
V/C	\$720.00	\$2,295.00	\$4,473.00
DRUG LAW ENFORCEMENT FUND	\$269.50	\$854.00	\$1,676.50
Fines			
Fines	\$0.00	\$150.00	\$150.00
Seatbelt Driver	\$0.00	\$30.00	\$150.00
Fees			
EXPUNGEMENT FEES STATE	\$60.00	\$90.00	\$60.00
Miscellaneous/Other			
Expungement Fee - State	\$0.00	\$30.00	\$30.00
Total to State:	\$3,194.50	\$10,609.00	\$18,989.50
Other Revenue From:			
Court Costs			
Court Costs	\$115.50	\$366.00	\$718.50
Area Fines			
Area Fines	\$0.00	\$50.00	\$50.00
Restitution			
Restitution	\$507.00	\$587.00	\$5,450.41
Total to Other:	\$622.50	\$1,003.00	\$6,218.91

Monthly Mayor's Court Report

Montgomery Mayor's Court
Cash Flow for May 2022

Page : 2
Report Date : 06/16/2022
Report Time : 12:01:51

	Current Period	Year-To-Date	Last Year-to-Date
TOTAL REVENUE *	\$12,667.00	\$43,382.00	\$71,803.41
*Includes credit card receipts of	\$2,882.00	\$7,807.00	\$13,055.00

END OF REPORT

Monthly Distribution Journal

Montgomery Mayor's Court
 Disbursal of fines and court costs for May 2022

Page : 1
 Report Date : 06/16/2022
 Report Time : 12:01:37

Disbursal Category	Amount	
COSTS		
Computer Fund	\$810.00	
city-appearance	\$240.00	
Total to City:		\$1,050.00
V/C	\$720.00	
DRUG LAW ENFORCEMENT FUND	\$269.50	
INDIGENT DEFENSE SUPPORT FUND - COST	\$2,145.00	
Total to State:		\$3,134.50
INDIGENT DRIVERS ALC TREATMENT FUND-COST	\$115.50	
Total to Other:		\$115.50
Total Costs:		\$4,300.00
FINES		
City Revenue From Fines	\$6,960.00	
Total to City:		\$6,960.00
Total Fines:		\$6,960.00
FEEES		
EXPUNGEMENT FEES CITY	\$40.00	
Capias Fee	\$800.00	
Total to City:		\$840.00
EXPUNGEMENT FEES STATE	\$60.00	
Total to State:		\$60.00
Total Fees:		\$900.00
RESTITUTION		
City of Montgomery Tax Dept	\$507.00	
Total to Other:		\$507.00
Total Restitution:		\$507.00
TOTALS		
Total to State:	\$3,194.50	
Total Fines to Other External Agencies:	\$0.00	
Total to Other Entities, including Restitution:	\$622.50	
Total Bonds Forfeited to City:	\$0.00	
Total to City including Misc. Receipts, Adjustments, & BA Fee:	\$8,850.00	
TOTAL TO BE DISBURSED:		\$12,667.00

END OF REPORT