

February 25, 2022

TO: Mayor and City Council Members

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

SUBJECT: City Council Business Session of Wednesday, March 2, 2022

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, March 2, 2022 immediately following the conclusion of a Public Hearing scheduled at 6:30 p.m.

Public Hearing

At 6:30 p.m., a Public Hearing will be held to consider a recommendation from the Planning Commission for proposed text amendments to the Sign Code and the Old Montgomery Gateway District Regulations.

At the close of the presentation, City Council's options are to:

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

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

As a reminder, the Code does not allow additional new evidence to be submitted for review during the public hearing. City Council is to limit its consideration to the information presented from the City, and any comments, pro or con, from the public.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation

- a. Rick and Beth Naylor will be present to accept a Certificate of Appreciation as the 2021 Winter Seasons of Beauty Winners
 - b. Julie Tople of Horan Associates will be present to accept a Certificate of Appreciation for her years of partnership with the City's Health Care Benefits Committee
5. Guest and Residents
 6. Legislation for Consideration this Evening

Legislation to be Added

- a. A Resolution Authorizing the City Manager to enter into a Sculptor Commission Agreement with Tom Tsuchiya Sculptor LTD. — Please the attached memorandum from City Manager Brian Riblet requesting that City Council consider adopting this legislation that will approve a sculptor commission agreement with Tom Tsuchiya. The agreement totals \$67,500.00 which includes \$2,500 of contingency to be used to address additional amounts in fabricating, delivering, and installing the Sculpture as agree by the parties. A committee of volunteers was assembled to launch a campaign to raise private funds for this project which officially kicked off on July 4, 2021.

Make a motion to add to the agenda

Voice Vote

Assign to a Council Member for Reading

Move to read the Resolution by title only

Voice Vote

Move passage of the Resolution

Roll Call Vote

Pending Legislation

- a. An Ordinance Establishing an Excise Lodging Tax—(Mr. Suer, 2nd Reading) Information has been previously supplied on this Ordinance that, if approved, will establish an excise tax within the City of Montgomery. The Ohio Revised Code (O.R.C.) § 5739.08 allows a municipal corporation to levy an excise tax of up to 3% on transactions by which the hotel provides lodging to transient guests.

Move for passage of the second reading of the Ordinance

Explain the Ordinance



Roll Call Vote

The third reading of the Ordinance will be at the April 6, 2022 Business Session with adoption requested that evening.

New Legislation

- a. A Resolution Authorizing The City Manager To Enter Into A Contract With J.K. Meurer for the 2022 Street Resurfacing Program—(Mr. Cappel) Information has been previously supplied on this Resolution that, if approved, would authorize the City Manager to enter into a contract with J.K. Meurer for the annual Street Resurfacing Program. This year's 2022 Street Resurfacing Program includes resurfacing 2.73 centerline miles of roadways. The project is programmed in the 2022 Capital Improvement Program 410-261-5470 account. It is requested that this project be approved in the amount of \$949,870.00 to include the Base Bid and Alternates #1 and #2. The amount of the recommendation includes \$24,971.70 in project contingency funding, which is an amount equal to 2.7% of the total of the Base Bid and Alternates #1 and #2 amount.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

7. Administration Report
8. Minutes- February 16, 2022 Special Session and Work Session
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

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

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



CITY COUNCIL BUSINESS SESSION AGENDA

10101 Montgomery Road • Montgomery, Ohio 45242
(513) 891-2424 • Fax (513) 891-2498

March 2, 2022

City Hall

City Council Business Session immediately following the conclusion of a Public Hearing that is scheduled for 6:30 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
 - a. Rick and Beth Naylor will be present to accept a Certificate of Appreciation as the 2021 Winter Seasons of Beauty Winners
 - b. Julie Tople of Horan Associates will be present to accept a Certificate of Appreciation for her years of partnership with the City's Health Care Benefits Committee
5. Guest and Residents
6. Legislation for Consideration for this Evening

Legislation to be Added

- a. A Resolution Authorizing the City Manager to enter into a Sculptor Commission Agreement with Tom Tsuchiya LTD.

Make a motion to add to the agenda

Voice Vote

Assign to a Council Member for Reading

Move to read the Resolution by title only

Voice Vote

Move passage of the Resolution

Roll Call Vote

Pending Legislation

- a. An Ordinance Establishing an Excise Lodging Tax—(Mr. Suer-2nd Reading)

Move for passage of the second reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The third reading of the Ordinance will be at the April 6, 2022 Business Session with adoption requested that evening.

New Legislation

- a. A Resolution Authorizing The City Manager To Enter Into A Contract With J. K. Meurer for the 2022 Street Resurfacing Program—(Mr. Cappel)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

7. Administration Report

8. Approval of Minutes – February 16, 2022 Special Session and Work Session

9. Mayor’s Court Report

10. Other Business

11. Executive Session

12. Adjournment

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



CITY OF
MONTGOMERY

Certificate of Appreciation

to

Rick and Beth Naylor

7693 Cooper Road

WHEREAS, the Montgomery Beautification and Tree Commission has selected the home of **Rick and Beth Naylor**, as the 2021 Winter Seasons of Beauty Award Winner; and,

WHEREAS, the **Naylor** home is a welcoming site at the intersection of Cooper and Zig Zag Roads, where it exudes the original charm of homes built in Montgomery during the 1920's. **Rick and Beth** have preserved this rare piece of the city's early twentieth century history by updating the exterior with neutral tones and cedar shingles while also adding square-footage, landscaping, and flower boxes that highlight and enhance the Craftsman look of the home. Both the inside and outside of the home were revitalized and lovingly protected from redevelopment with both the current and former homeowners' devotion to restoring this Montgomery treasure; and,

WHEREAS, the **Naylor** property was decorated tastefully and ornately during the winter holiday season. Large white lights were displayed across the upper eaves of the home while multiple flower boxes highlighted the lower portion. The beautifully designed boxes contained various clippings from evergreens and junipers, pinecones, berries, and dried magnolia leaves; and,

WHEREAS, the Seasons of Beauty award recognizes homes and businesses in Montgomery with special front yards, window boxes, and planters that peak during certain seasons as well as those homes and businesses with decorative features that celebrate the "season" or holiday; and,

WHEREAS, **Rick and Beth Naylor** have contributed to the beautification of Montgomery through the landscaping of their property, thereby visually enhancing the City for all its citizens.

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

SECTION 1. The Council of the City of Montgomery, Ohio recognizes this extraordinary effort and contribution to our City and calls upon all residents and officials of this community to honor **Rick and Beth Naylor** for their efforts.

LA Bissmeyer
Lee Ann Bissmeyer, Councilmember

Mike Cappel
Mike Cappel, Councilmember

CHRIS DOBROZSI
Chris Dobrozsi, Councilmember

Craig Margolis
Craig Margolis, Councilmember

Ron Messer
Ron Messer, Councilmember

Sasha Naiman
Sasha Naiman, Councilmember

Ken Suer
Ken Suer, Councilmember



**Certificate of Appreciation
to
Julie Tople**

WHEREAS, Julie Tople began her employment with HORAN on April 26, 2004 and soon thereafter became the HORAN Account Manager for the City of Montgomery; and,

WHEREAS, Julie has been a valued member of the City's Employee HealthCare Benefits Committee where she has adeptly educated and expertly advised the Committee members regarding health insurance benefits; and

WHEREAS, Julie has skillfully negotiated with various health insurance providers on an annual basis with her efforts resulting in quality benefits packages and significant savings over the years for the City and its employees; and,

WHEREAS, Julie's dedication and commitment to being an invested partner with the City was further evidenced by her participation in the Montgomery Citizens' Leadership Academy, Class of 2014; and,

WHEREAS, Julie's commitment to community service was additionally recognized as she was the recipient of the HORAN Corporate Social Responsibility Award in 2014, 2015, 2016 and 2018; and

WHEREAS, Julie will be retiring from HORAN on April 29, 2022 to enjoy shopping, dining, traveling and the amenities of the "Tople Resort" along with her husband John, her sons Aaron and Jonathan, and her beloved dog, Fila.

NOW THEREFORE, BE IT CERTIFIED by the City Council of the City of Montgomery, Ohio, all members concurring:

SECTION 1. On behalf of the employees of the City of Montgomery, the City Council wishes to thank **Julie Tople** for her many years of valued service to the City as its HORAN Senior Account Manager, trusted advisor, team member and good friend. The City of Montgomery shall benefit now and hereafter from her efforts.

LA Bissmeyer
Lee Ann Bissmeyer, Councilmember

Mike Cappel
Mike Cappel, Councilmember

CHRIS DOBROZSI
Chris Dobrozsi, Councilmember

Craig Margolis
Craig Margolis, Councilmember

Ron Messer
Ron Messer, Councilmember

Sasha Maiman
Sasha Maiman, Councilmember

Ken Suer
Ken Suer, Councilmember

February 25, 2022

TO: Montgomery City Council

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

SUBJECT: Request to enter into a Sculptor Commission Agreement with Tom Tsuchiya Sculptor LTD.

Request

It is necessary for City Council to consider a Resolution authorizing the City Manager to enter into a Sculptor Commission Agreement with Tom Tsuchiya Sculptor LTD.

Background

As City Council is aware, on January 2, 2021, long-time council member and City of Montgomery advocate Gerri Harbison passed away suddenly at her home. After soliciting input and ideas to appropriately pay tribute and honor Gerri from Montgomery City Council, Montgomery Boards & Commissions, Montgomery Chamber of Commerce, key community stakeholders, and city staff, the preferred option was to create a statue of Gerri sitting on a park bench in Montgomery Park overlooking the ballfield and City Hall.

I reached out to local sculptor Tom Tsuchiya to discuss the concept and his availability and interest in the project. After meeting with me on site to further review, Tom agreed to provide a conceptual drawing and take on the project if we were to move forward.

Discussions took place with the Financial Planning Committee of City Council as well as all City Council members to receive feedback and ultimately support for the project with the caveat that costs associated with an agreement with Tom Tsuchiya would have to be provided from private donations.

A committee of volunteers was assembled including Chris Dobrozsi, Lynda Roesch, Marcallene Shockey, Todd Steinbrink, Greg Leader, Terry Donnellon, Carol Gorley, Claire Krawsczyn, and myself to launch a campaign to raise private funds for this project which officially kicked off on July 4, 2021. The Montgomery Chamber of Commerce was identified as the point of contact.

The agreement, if approved, includes several milestones and a final delivery and installation date of June 30, 2022, to allow for an official unveiling on July 4, 2022.

Financial Impact

The Sculptor Commission Agreement with Tom Tsuchiya Sculptor LTD totals \$67,500.00 which includes \$2,500 of contingency to be used to address additional amounts in fabricating, delivering, and installing the Sculpture as agree by the parties.

The schedule of payments is as follows:

- \$16,875.00 on or before March 7, 2022
- \$16,875.00 on or before April 15, 2022
- \$16,875.00 on or before June 1, 2022
- \$16,875.00 on July 1, 2022

We are comfortable that to date we have received monies or pledges to meet the financial commitment in the Agreement. However there also is the right to terminate the agreement with a limited financial commitment which gives the City further protection if anything unforeseen happens.

I would like to remind City Council that costs associated with the park bench, concrete footer and hardscape materials for this project will be covered by city funds per Policy Number VII-15: Policy for Memorial Donations/Recognition by the City of Montgomery.

Recommendation

It is recommended that City Council approve a Resolution authorizing the City Manager to enter into a Sculptor Commission Agreement with Tom Tsuchiya Sculptor LTD in an amount of \$67,500.00 to create a statue of Gerri Harbison to be placed in Montgomery Park.

RESOLUTION NO. _____, 2022

**A RESOLUTION AUTHORIZING A SCULPTOR COMMISSION AGREEMENT
WITH TOM TSUCHIYA SCULPTOR LTD.**

WHEREAS, following the passing of Councilmember Gerri Harbison, a group of private citizens created a committee to plan an appropriate City memorial for Ms. Harbison using private funds consistent with the City's guidelines for memorial contributions; and

WHEREAS, the committee has reached out to Tom Tsuchiya Sculptor Ltd. to engage the services of renowned artist Tom Tsuchiya who has designed an appropriate memorial to Ms. Harbison to be received by the City and installed in Montgomery Park; and

WHEREAS, the committee of private citizens working through the Montgomery Chamber of Commerce has either received funds or pledges to cover the costs and contingencies for designing and assembling a sculpture to memorialize Ms. Harbison; and

WHEREAS, with these funds and pledges in place, no City funds will be expended to erect such memorial other than funding installation costs consistent with the City's guidelines; and

WHEREAS, with these commitments in place, Council does desire to enter into the Sculptor Commission Agreement with Tom Tsuchiya Sculptor Ltd. to complete this private funded memorial.

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 the attached Sculptor Commission Agreement with Tom Tsuchiya Sculptor Ltd., and to pay monies from collections received into the City Memorial Fund earmarked for such memorial to honor Gerri Harbison. If necessary, the City Manager is further authorized to terminate the Agreement consistent with the schedule for termination if unforeseen circumstances would impact the ability of the Memorial Fund to meet these costs.

SECTION 2. The City Manager is authorized to execute such additional documentation as may be necessary to complete this memorial.

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

SCULPTOR COMMISSION AGREEMENT

THIS SCULPTOR COMMISSION AGREEMENT (“Agreement”) is made as of the ___ day of February, 2022 (“Effective Date”) between the undersigned client (“CLIENT”) and TOM TSUCHIYA SCULPTOR LTD. (“Sculptor”) with an address of Essex Studios, Studio 155, 2511 Essex Place Cincinnati, OH 45206.

In consideration of this Agreement’s mutual promises, CLIENT and Sculptor agree as follows:

1. Creation and Display of the Sculpture.

Sculptor will design, research, produce, and fabricate a work of art (the “Sculpture”) and perform any further Scope of Work as defined in attached Schedule A. CLIENT shall have the right to review and approve all designs, art and plans associated with the Sculpture prior to its fabrication.

2. Delivery/timeline.

The estimated delivery date and timeline for the Sculpture will be as described in Schedule A. The estimated date depends on CLIENT’s timely pre-fabrication approval and other factors beyond either party’s reasonable control.

3. Fee/payment schedule.

- a. CLIENT will pay Sculptor under this Agreement the amount stated in Schedule A (the "Fee"), subject to adjustment pursuant to this Agreement or by further written agreement signed by both parties. Partial payments of the Fee will be made as specified in Schedule A, with each partial payment representing payment for services provided to the date of payment.
- b. The Fee includes all of Sculptor’s costs incidental to the realization of the Sculpture, including, but not limited to, assistant fees, materials to complete the Sculpture, communications, films, tapes, and other related expenses.
- c. As part of or in addition to the Fee, CLIENT and Sculptor may establish a contingency amount as specified in Schedule A, to be applied as agreed by the parties.
- d. Certain raw materials used in creating sculptural objects are subject to volatile changes in price that may occur between the Effective Date and the date the raw materials are purchased by Sculptor to produce the Sculpture, as listed in Schedule A. If there are price changes for such raw materials between the Effective Date and Sculpture’s purchase date of such materials of more than five percent (5%) plus or minus, Sculptor will inform CLIENT and provide the documentation of such a price change, and a deduction or increase in the Fee will be made resulting from the change in such raw material prices.

4. CLIENT Responsibilities. Unless otherwise agreed in writing or as specified in Schedule A, CLIENT shall be responsible for preparing the location and installation of the Sculpture, and incoming and outgoing shipment, exhibition graphics, a brochure/catalogue, invitations, and promotion of the Sculpture.

5. Inspection and Approval/Termination. CLIENT may conduct reviews of Sculptor's progress during the development of the Sculpture as agreed with Sculptor. CLIENT's final acceptance of the Sculpture will be made upon its completion and delivery as described in Schedule A. Additional fees may be charged by Sculptor for revisions requested by CLIENT that are not the fault of Sculptor that require additional work by Sculptor to meet CLIENT's requests after two minor changes and for reasons reflecting a changed direction or new conceptual input from CLIENT. CLIENT may terminate this Agreement at any time by sending written notice to Sculptor of such termination. If Sculptor has begun to perform services when receiving such a termination notice, Sculptor will retain all partial payments made to that point and CLIENT will further pay Sculptor twenty percent (20%) of the total fee specified in Schedule A as liquidated damages for such termination, and Sculptor will retain ownership of all copyright, materials, and other aspects of the Work, including artwork, sketches, and other materials related to the Sculpture.

6. Shipping and Installation. Schedule A sets forth the terms of delivery. CLIENT and Sculptor will coordinate with each other concerning other details of timing, delivery, and installation. If Sculptor is responsible for delivering the Sculpture at CLIENT's designated site, Sculptor will be responsible for the safety of the Sculpture and timely shipment to the site, and will provide reasonable care to address the ordinary strains of packing, transportation, and handling. Risk of damage to or loss of the Sculpture shall pass to CLIENT in accordance with Schedule A.

7. Documentation of Creation. Sculptor will document the creation of the Sculpture and its installation by prevailing methods for archival, promotional, educational, and other purposes as reasonably requested by CLIENT.

8. Ownership; Copyright.

- a. This is an agreement for services. Each party considers the products and results of Sculptor's services (the "Work") to be a work made for hire. Upon delivery of the Sculpture to CLIENT, Sculptor acknowledges and agrees that the Work (and all rights therein, including copyright) will belong to and be the sole property of CLIENT.

If for any reason the Work is not considered a work made for hire under applicable law, upon full payment of the Fee, Sculptor hereby sells, assigns, and transfers to CLIENT, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present,

or future infringement based on the copyrights, and in and to all applicable rights corresponding to the foregoing throughout the world.

- b. CLIENT shall be the sole party entitled to own and register copyrights, trademarks, and other intellectual property rights with respect to the Work. Sculptor will upon CLIENT's request execute and deliver to CLIENT, without additional compensation, any written assignments of copyrights, trademarks, or other intellectual property rights in the Work. Sculptor will not contest, challenge, or take any other action (a) against any of the intellectual property rights related to the Work, or (b) inconsistent with CLIENT's ownership of intellectual property rights to the Work.
 - c. CLIENT grants Sculptor the right to use the Work for his portfolio and history and for promotional purposes, subject to CLIENT's reasonable prior approval concerning promotional uses, which approval shall not be unreasonably withheld or delayed. In the event of such uses, Sculptor will cooperate with CLIENT to protect CLIENT's intellectual property rights in the Work.
 - d. The Sculpture and derivative Work produced as a result of this Agreement shall be credited as Sculptor's creation.
- 9. VARA.** If the Work is one to which the provisions of 17 U.S.C. 106A (the Visual Artists Rights Act of 1990) (the "Act") apply, the Sculptor hereby waives and appoints CLIENT to assert on Sculptor's behalf Sculptor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for CLIENT's purposes. Sculptor hereby specifically waives any and all rights that may be granted under the Act and understands that the Work may, at CLIENT's discretion, be destroyed after its exhibition. CLIENT may, at any time and at its sole discretion, remove all or part of the Work from exhibition or require alterations deemed by the curators, registrars or conservators to be hazardous to CLIENT's premises or visitors.
- 10. Relationship of Sculptor and CLIENT.** Sculptor will be an independent contractor during the period of performance under this Agreement and not an employee of CLIENT. Sculptor will carry studio insurance and provide CLIENT with a certificate of insurance indicating such coverage upon request.
- 11. Non-Transferability of Agreement.** This Agreement is intended to secure the personal services of Sculptor and shall not be transferred or assigned in any manner whatsoever without CLIENT's prior written consent.
- 12. Entire Agreement.** This Agreement is the entire understanding between Sculptor and CLIENT and supersedes and replaces any previous documents, correspondence, conversations and other written or oral understandings related to this Agreement which are not consistent with it or are not contained herein. This Agreement cannot be modified except by written agreement signed by both parties.

13. Severability. If any provision of this Agreement is held to be unenforceable in any respect, CLIENT and Sculptor agree that such term or provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

14. Governing Law. In the unlikely event that a dispute arises out of this Agreement, such Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive venue and jurisdiction for any action pertaining to this Agreement shall lie only in the courts of Hamilton County, Ohio. This Agreement shall not be construed for or against any party on the basis of which party drafted any portion of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

TOM TSUCHIYA SCULPTOR LTD.

By: _____
Tom Tsuchiya, Manager

CLIENT name: _____

CLIENT address: _____

By: _____
Print name, title _____

SCHEDULE A

1. **The Sculpture:** a life-size bronze statue of Gerri Harbison seated on a park bench.
2. **Scope of Work:** Work to be done by Sculptor beyond what is described in section 1 of this Agreement includes the following: Sculptor will arrange and be responsible for delivering the Sculpture to the designated site at Montgomery Park and to place the Sculpture upon the park bench provided by Montgomery for its placement.
3. **Delivery/timeline:**
 - a. The delivery date by July 1, 2022.
 - b. The following timeline is projected:

February 8, 2022- April 1, 2022	Global Foam produces the life-size foam core. Tsuchiya sculpts the full-size clay/foam model. The internal structure is designed and approved by Doug Crawford, PE.
April 18, 2022: deadline for the clay/foam model	After Montgomery's approval, the full-size model is delivered to <i>Sincerus</i> to begin the mold making and casting process.
May 15, 2022: deadline for plaque text	Montgomery completes text for plaque(s). <i>Matthews</i> produces the plaque(s) and delivers the work by June 30.
June 29, 2022: deadline for bronze completion	Harbison's bronze is patinated and finished. Ready for delivery.
June 30, 2022	The bronze is delivered to Montgomery Park and installed on the bench by the Montgomery maintenance crew with assistance from Tsuchiya. A temporary tarp covers the statue.
July 2 or 3, 2022	Before the event, the tarp is replaced by an unveiling cloth. Harbison's statue is dedicated.

- c. Delivery will be to CLIENT's place of installation. CLIENT will install the foundation and park bench prior to the delivery of the statue.

4. Fee/payment schedule:

- a. The total Fee will be \$67,500.00 (U.S. dollars), payable on the following schedule, subject to any agreed changes pursuant to this Agreement or by mutual signed agreement.
 - i. \$16,875.00 on or before March 7, 2022;
 - ii. \$16,875.00 on or before April 15, 2022;
 - iii. \$16,875.00 on or before June 1, 2022;
 - iv. \$16,875.00 on July 1, 2022

- b. A contingency amount of \$2,500.00 (U.S. dollars) is included in the total Fee stated above, to be used to address additional amounts to be paid to Sculptor in fabricating, delivering, and installing the Sculpture as agreed by the parties. If such contingency expenses are not incurred by Sculptor, the final partial payment will be reduced by the amount of contingency payment not utilized and agreed.

- c. Raw materials for which a potential Fee adjustment may be made pursuant to section 3(d) of the Agreement are as follows: copper.

ORDINANCE NO. , 2022

AN ORDINANCE ESTABLISHING AN EXCISE LODGING TAX

WHEREAS, the Planning Commission approved the construction of a boutique Hotel within the Montgomery Quarter to support economic development in this mixed use public/private site; and

WHEREAS, R.C. § 5739.08 allows the City to levy an excise tax of up to three percent (3.0%) on transactions by which lodging by a Hotel is or are to be furnished to transient guests; and

WHEREAS, to generate revenues for the City to support City operations and the Montgomery Quarter development, the Administration has recommended, and Council concurs, that it is appropriate for the City to enact this excise tax.

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

SECTION 1. Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings ascribed to them respectively. Other words and phrases shall have the meanings ascribed to them under the City of Montgomery Codified Ordinances as appropriate.

(a) *Hotel* means every establishment kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered for a consideration to guests, in which Five (5) or more rooms are used for the accommodation of such guests, whether the rooms are in one or several structures. The term shall include a motel if the establishment meets the definition of Hotel as contained in this section.

(b) *Occupancy* means the use or possession, or the right to the use or

possession of any room or rooms or space or portion thereof, in any Hotel for dwelling, lodging or sleeping purposes. The use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or exhibit, sample or display space shall not be considered occupancy within the meaning of this definition unless the person exercising occupancy uses or possesses, or has the right to use or possess all or any portion of the room or suite of rooms for dwelling, lodging or sleeping purposes.

(c) *Operator* means the person who is proprietor of the Hotel, whether in the capacity of owner, lessee, mortgagee in possession, licensee, or any other capacity. Where the Operator performs his functions through a managing agent or any type or character other than an employee, the managing agent shall also be deemed an Operator for the purposes of this Ordinance and shall have the same duties and liabilities as his/her principal. Compliance with the provisions of this Chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

(d) *Rent* means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deductions therefrom whatsoever.

SECTION 2. Rate of Tax.

(a) In addition to any tax levied by R.C. § 5739.02 or a similar statute, commencing on July 1, 2022, for the purpose of providing revenue for the purposes of the City's general municipal operations, maintenance, new equipment, extension and enlargement of municipal services and facilities, and capital improvements by the City, there is levied a tax of three percent (3.0%) on all Rents received by a Hotel for lodging furnished to transient guests. This tax shall be known as the Transient Occupancy Tax ("Tax").

(b) This Tax constitutes a debt owed by the transient guest to the City

which is satisfied only by payment to the Operator as trustee for the City, or to the City. The transient guest shall pay the Tax to the Operator of the Hotel at the time the Rent is paid. If the Rent is paid in installments, a proportionate share of the Tax shall be paid with each installment. The unpaid Tax shall be due upon the transient guest's ceasing to occupy space in the Hotel. If for any reason the Tax due is not paid to the Operator of the Hotel, the City Tax Commissioner ("Tax Commissioner") may require that the Tax be paid directly to the Tax Commissioner.

SECTION 3. Exemptions.

(a) No Tax shall be imposed under this Chapter:

- (1) Upon Rents not within the taxing power of the City under the Constitution or laws of the State of Ohio or the United States;
- (2) Upon Rents paid by the State of Ohio or any of its political subdivisions;
- (3) Upon Rents of Two Dollars (\$2.00) a day or less.

(b) No exemption claimed under subsections (a)(1) or (2) hereof shall be granted except upon a claim therefor made at the time Rent is collected and under penalty of perjury upon a form prescribed by or satisfactory to the Tax Commissioner. All claims of exemption under subsection (a)(3) hereof shall be made in the manner prescribed by or satisfactory to the Tax Commissioner.

SECTION 4. Tax To Be Separately Stated And Charged.

(a) The Tax to be collected shall be stated and charged separately from the Rent and shown separately on any record thereof, at the time when the Occupancy is arranged or contracted and charged for, and upon every evidence of Occupancy, or any bill or statement or charge made for the Occupancy, issued or delivered by the Operator. The Tax shall be paid by the Occupant to the Operator as trustee for and on account of the City,

and the Operator shall be liable for the collection thereof and for the Tax.

(b) No Operator of a Hotel shall advertise or state in any manner, whether directly or indirectly, that the Tax or any part thereof will be assumed or absorbed by the Operator, or that it will not be added to the Rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

SECTION 5. Registration.

Within Thirty (30) days after July 1, 2022 or within Thirty (30) days after commencing business, whichever is later, each Operator of any Hotel renting lodging to transient guests shall register the Hotel with the Tax Commissioner and obtain from him or her a Transient Occupancy Registration Certificate which shall at all times be posted in a conspicuous place on the premises. This certificate shall, among other things, state the following:

- (a) The name of the Operator;
- (b) The address and business telephone number of the Hotel;
- (c) The date upon which the certificate was issued;
- (d) *This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Occupancy Tax Ordinance by registering with the Tax Commissioner for the purpose of collecting from transient guests the Transient Occupancy Tax and remitting such Tax to the Tax Commissioner. This certificate does not constitute a permit.*

SECTION 6. Reporting And Remitting.

(a) Each Operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the Tax Commissioner, make a return to the Tax Commissioner, on forms

obtainable from him or her, of the total Rents charged and received and the amount of Tax collected for transient occupancies. All claims for exemption from Tax filed by Occupants with the Operator during the reporting period shall be filed with the report. At the time the return is filed, the full amount of the Tax collected shall be remitted to the Tax Commissioner. The Tax Commissioner may establish shorter reporting periods for any certificate holder if he/she deems it necessary in order to insure collection of the Tax and he/she may require further information in the return if the information is pertinent to the collection of the Tax. Returns and payments are due immediately upon cessation of business for any reason. All Taxes collected by Operators pursuant to this Chapter shall be held in trust for the account of the City until payment thereof is made to the Tax Commissioner. All returns and payments submitted by each Operator shall be treated as confidential by the Tax Commissioner and shall not be released except upon order of a court of competent jurisdiction or to an officer or agent of the United States, the State of Ohio, the County of Hamilton, or the City of Montgomery for official use only. The nonavailability or failure to obtain forms shall not relieve an Operator from the timely payment of the Tax.

(b) No person, including any officer of a corporation or employee of a corporation having control or supervision of or charged with the responsibility of filing returns, shall fail to file any return or report required to be filed by this Chapter, or file or cause to be filed any incomplete, false or fraudulent return, report, or statement, or aid or abet another in the filing of any false or fraudulent return, report or statement.

(c) If any Operator required to file quarterly returns under this Chapter fails, on Two (2) consecutive quarters within a Twelve (12) month period, to file the returns when due or to pay the Tax thereon, or if any Operator authorized by the Tax Commissioner to file returns at less frequent intervals, fails on two or more occasions within a Twenty-four (24) month period, to file the returns when due or to pay the Tax due thereon, the Tax

Commissioner may require the Operator to furnish security in an amount equal to the average Tax liability of the Operator for a period of One (1) year, as determined by the Tax Commissioner from a review of returns or other information pertaining to the Operator, which amount shall in no event be less than One Hundred Dollars (\$100.00). This security may be in the form of an advance Tax payment to be applied to pay the Tax due on subsequent returns, or a corporate surety bond, satisfactory to the Tax Commissioner, conditioned upon payment of the Tax due with the returns from the Operator. This security must be filed within Ten (10) days following the Operator's receipt of the notice from the Tax Commissioner of its requirements. Any security or corporate surety bond filed under this section shall be returned to the Operator if, for a period of Twelve (12) consecutive months following the date the security was posted, the Operator has filed all returns and remitted payment therewith within the time prescribed in this Chapter.

(d) If any Operator required to file returns and to remit Tax due to the City under the provisions of this Chapter, fails for any reason to make the filing or payment, any of its officers or employees having control or supervision of or charged with the responsibility of filing returns and making payments, shall be personally liable for the failure. The dissolution of a corporation shall not discharge an officer's or employee's liability for a prior failure of the corporation to file returns or remit Tax due. The sum due for this liability may be collected by assessment in the manner provided in this Chapter.

SECTION 7. Penalties And Interest.

(a) Original Delinquency. Any Operator who fails to remit any Tax imposed by this Chapter within the time required shall pay a penalty equal to ten percent (10%) of the amount of the Tax, in addition to the Tax.

(b) Continued Delinquency. Any Operator who fails to remit any delinquent remittance on or before a period of Thirty (30) days following the date on which

the remittance first became delinquent shall pay a second delinquency penalty equal to ten percent (10%) of the amount of the Tax and the previous penalty due, in addition to the Tax and the ten percent (10%) penalty first imposed. An additional penalty equal to ten percent (10%) of the total Tax and penalty of the previous Thirty (30) day period shall be added for each successive Thirty (30) day period that the account remains delinquent.

(c) Fraud. If the Tax Commissioner determines that the nonpayment of any remittance due under this Chapter is due to fraud, a penalty equal to twenty-five percent (25%) of the amount of the Tax shall be added thereto in addition to the penalties stated in subsections (a) and (b) hereof.

(d) Interest. In addition to the penalties imposed, any Operator who fails to remit any Tax imposed by this Chapter shall pay interest at the rate of one percent (1%) per month, or fraction thereof, on the amount of the Tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

SECTION 8. Failure To Collect And Report Tax; Determination Of Tax By Tax Commissioner.

(a) If any Operator shall fail or refuse to collect the Tax and fail to make, within the time provided in this Chapter, any report and remittance of the Tax or any portion thereof required by this Chapter, the Tax Commissioner shall proceed in such manner as he or she may deem best to obtain facts and information on which to base the estimate of the Tax due. As soon as the Tax Commissioner procures whatever facts and information that he or she is able to obtain upon which to base the assessment of any Tax imposed by this Chapter and payable by any Operator who has failed or refused to collect the same and to make such report and remittance, he or she shall proceed to determine and assess against the Operator the Tax, interest and penalties provided for by this Chapter. In case this determination is made, the Tax Commissioner shall give a

notice of the amount so assessed by serving it personally upon the Operator, or by depositing it in the United States mail, postage prepaid, addressed to the Operator so assessed at his last known address.

(b) The Operator may within Thirty (30) days after the personal serving or mailing of the notice of assessment make application in writing to the Tax Commissioner for a hearing before the Board of Tax Review on the amount assessed. If application by the Operator for a hearing is not made within the time prescribed, the Tax, interest and penalties, if any, determined by the Tax Commissioner shall become final and conclusive and immediately due and payable.

(c) If the application is made for a hearing before the Board of Tax Review, the Tax Commissioner shall give notice to the Operator of the time and place of the hearing.

(d) At the hearing, the Operator may appear and offer evidence why the specified Tax, interest and penalties should not be so assessed. The Board of Tax Review shall issue a written decision on such appeal within Thirty (30) days of such hearing.

(e) After the decision of the Board of Tax Review, the Tax Commissioner shall determine the proper Tax to be remitted and shall thereafter give written notice to the person of the determination and the amount of the Tax, interest and penalty. The amount determined to be due shall be payable after Thirty (30) days.

SECTION 9. Records.

(a) It shall be the duty of every Operator liable for the collection and payment to the City of any Tax imposed by this Chapter to keep and preserve all records that may be necessary to determine the amount of the Tax that he/she may have been liable for the collection of, and payment to, the City. If the Operator furnishes lodging not

subject to the Tax, the Operator's records shall show the identity of the transient guest, if the sale was exempted by reason of such identity, or the nature of the transaction if exempted for any other reason.

(b) All such records and other documents shall be open during business hours to the inspection of the Tax Commissioner and shall be preserved for a period of Four (4) years, unless the Tax Commissioner, in writing, consents to their destruction within that period, or by order requires that they be kept longer.

SECTION 10. Refunds.

(a) Whenever the amount of any Tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City under this Chapter, it may be refunded as provided in subsections (b) and (c) hereof provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Tax Commissioner within Three (3) years of the date of payment. The claim shall be on forms furnished by the Tax Commissioner.

(b) An Operator may claim a refund or take as credit against Taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received when it is established in a manner prescribed by the Tax Commissioner that the person from whom the Tax has been collected was not a transient guest. However, neither a refund nor a credit shall be allowed unless the amount of the Tax so collected has either been refunded to the transient guest or credited to Rent subsequently payable by the transient guest to the Operator.

(c) A transient guest may obtain a refund of Taxes overpaid or paid more than once or erroneously or illegally collected or received by the City by the filing of a claim in the manner provided in subsection (a) hereof, but only when the Tax was

paid by the transient guest directly to the Tax Commissioner, or when the transient guest having paid the Tax to the Operator, establishes to the satisfaction of the Tax Commissioner that the transient guest has been unable to obtain a refund from the Operator who collected the Tax.

(d) No refund shall be paid under the provisions of this section unless the claimant establishes his or her right thereto by written records showing entitlement thereto and the refund exceeds One Dollar (\$1.00).

SECTION 11. Actions To Collect.

Any Tax required to be paid by a transient guest under the provisions of this Chapter shall be deemed a debt owed by the transient guest to the City. Any such Tax collected by an Operator which has not been paid to the City shall be deemed a debt owed by the Operator to the City. Any person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such amount.

SECTION 12. Moneys Received, Where Credited.

The moneys received under the provisions of this Chapter shall be credited to the General Fund of the City.

SECTION 13. Penalty.

(a) Whoever violates any provision of this Chapter shall be guilty of a minor misdemeanor on a first offense punishable by a fine of up to One Hundred Fifty Dollars (\$150.00).

(b) For a second offense, violation of this Chapter occurring within one year of a previous offense, such person shall be guilty of a fourth-degree misdemeanor punishable by a fine of up to Two Hundred Fifty Dollars (\$250.00) and up to Thirty (30) days confinement in a jail.

(c) For a third offense, violation of this Chapter occurring within one year of a previous offense, such person shall be guilty of a third-degree misdemeanor punishable by a fine of up to Five Hundred Dollars (\$500.00) and up to Sixty (60) days confinement in a jail.

(d) For a fourth offense, violation of this Chapter occurring within one year of a previous offense, such person shall be guilty of a second-degree misdemeanor punishable by a fine of up to Seven Hundred Fifty Dollars (\$750.00) and up to Ninety (90) confinement in a jail.

(e) For a fifth offense, violation of this Chapter occurring within one year of a previous offense, such person shall be guilty of a first-degree misdemeanor punishable by a fine of up to One Thousand Dollars (\$1,000.00) and up to One Hundred Eighty (180) days confinement in a jail.

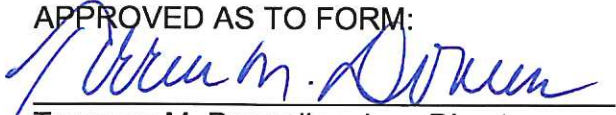
(f) Each day that a violation occurs may be charged as a separate offense.

SECTION 14. This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:


Terrence M. Donnellon, Law Director

RESOLUTION NO. _____, 2022

A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH J.K. MEURER CORPORATION FOR THE 2022 STREET RESURFACING PROGRAM

WHEREAS, the City has advertised for bids for the 2022 Street Resurfacing Program, and the City has received a bid from J.K. Meurer Corporation which the Administration has determined to be the lowest and best bid and has recommended acceptance.

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

SECTION 1. The bid of \$949,870.00 received from J.K. Meurer Corporation for the 2022 Street Resurfacing Program, including Alternates 1 and 2, is hereby determined to be the lowest and best bid received in response to an advertisement for the same.

SECTION 2. The bid with appropriate Alternates 1 and 2 and a contingency of approximately \$24,972 is hereby accepted, and the City Manager is authorized and directed to enter into a contract in accordance with the terms described in the specifications.

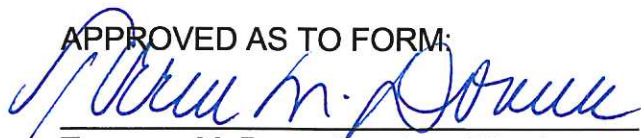
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

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City of Montgomery
City Council Special Session
February 16, 2022

Visitors Present

Jerry Newfarmer, Management Partners
Jacquelyn McCray, Management Partners

Council Members Present

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

Council Members Absent

Sasha Naiman

Council convened in Council Chambers with Mayor Margolis presiding at 6:00 p.m.

ROLL CALL

Mayor Margolis explained that Mrs. Naiman had previously reported her absence for this evening's meetings and asked for a motion to excuse her. Vice Mayor Bissmeyer made a motion to excuse Mrs. Naiman. Mr. Messer seconded. City Council agreed.

The roll was called and showed as follows:

PRESENT: Margolis, Bissmeyer, Dobrozsi, Cappel, Messer, Suer (6)
ABSENT: Naiman (1)

EXECUTIVE SESSION

Mayor Margolis asked for a motion to adjourn into Executive Session to discuss matters related to the employment and compensation of a public employee.

Vice Mayor Bissmeyer moved to adjourn into Executive Session to discuss matters related to the employment and compensation of a public employee. Mr. Messer seconded.

The roll was called and showed the following vote:

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

Council adjourned into Executive Session at 6:02 p.m.

Council reconvened in public session at 6:50 p.m.

Mayor Margolis asked if there was any further business to discuss in public session. There being none he asked for a motion of adjournment.

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

The Special Session of Council adjourned at 6:51 p.m.

Clerk of Council

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City of Montgomery
City Council Work Session Minutes
February 16, 2022

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Kevin Chesar, Community Dev. Director
John Crowell, Police Chief
Terry Willenbrink, Asst. Public Works Director
Katie Smiddy, Finance Director
Paul Wright, Fire Chief
Matthew Vanderhorst, Community and Information Services Dir.
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 February 16, 2022 at 7:00 p.m. at City Hall with Mayor Margolis presiding.

ROLL CALL

Mayor Margolis explained that Mrs. Naiman had previously reported her absence for this meeting and asked for a motion to excuse her. Vice Mayor Bissmeyer made a motion to excuse Mrs. Naiman. Mr. Messer seconded. City Council agreed.

The roll was called and showed as follows:

PRESENT: Margolis, Bissmeyer, Dobrozsi, Cappel, Messer, Suer (6)
ABSENT: Naiman (1)

GUESTS AND RESIDENTS

Katie Smiddy, Finance Director, introduced Jessica Hunt as a new Finance Specialist in the Finance Department.

City Council welcomed Ms. Hunt to the City staff team and wished her great success in her new role with the City.

Sean Deschene- 8340 Hopewell Road, Mr. Deschene explained that with him that evening was his daughter, Jill, who is a part of Pack 227 and is working to earn her Arrow of Light badge. He stated that this badge entailed learning how to make the world a better place and one of the requirements was to meet with a government leader.

Ms. Deschene asked City Council and staff if there were requirements to recycle building materials and trees when they were torn down for construction.

Ms. Henao replied that while there is no Code requirement about recycling that it is strongly encouraged, and most builders do donate salvageable items to organizations like Habitat for Humanity or Cincinnati Reuse Center. She added that the City also has a Sensitive Infill Award that encourages builders to recycle.

Mr. Willenbrink explained that as a Tree City USA member that the City always plans to plant 100 trees a year and for the last thirty years, it has been doubled to at least 200 each year. Mr. Willenbrink added that a house on Pfeiffer Road that will be tore down will have all the mechanics, windows, doors and cabinets recycled.

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City Council Work Session Minutes

February 16, 2022

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55 **LEGISLATION FOR CONSIDERATION THIS EVENING**

56

57 There was no legislation for consideration at the meeting.

58

59 **ESTABLISHING AN AGENDA FOR MARCH 2, 2022 BUSINESS SESSION**

60

61 **PENDING LEGISLATION**

62

63 **An Ordinance Establishing an Excise Lodging Tax**

64

65 Mr. Suer explained that information has been previously supplied on this legislation that, if approved, would
66 establish an excise tax within the City of Montgomery. He stated that the Ohio Revised Code (O.R.C.) § 5739.08
67 allows a municipal corporation to levy an excise tax of up to 3% on transactions by which the hotel provides lodging
68 to transient guests.

69

70 Mr. Suer asked Mr. Donnellon if there any updates

71

72 Mr. Donnellon replied there were no updates, but one correction was made to change a word in Section 1,
73 paragraph C, to change the word from *operating* to *operator*. He explained that the correction has been made
74 to the Ordinance and will be reflected in the March Business Session packet.

75

76 **NEW LEGISLATION**

77

78 **A Resolution Accepting a Bid and Authorizing the City Manager to Enter into A Contract with J.K.
79 Meurer for the 2022 Street Resurfacing Program**

80

81 Mayor Margolis assigned the legislation to Mr. Cappel.

82

83 Mr. Willenbrink explained that it is requested that City Council authorize the City Manager to enter into a contract
84 with J.K. Meurer for the annual Street Resurfacing Program. This year's 2022 Street Resurfacing Program includes
85 resurfacing 2.73 centerline miles of roadways. The project is programmed in the 2022 Capital Improvement
86 Program 410-261-5470 account. It is requested that this project be approved in the amount of \$949,870.00 to include
87 the Base Bid and Alternates #1 and #2. The amount of the recommendation includes \$24,971.70 in project
88 contingency funding, which is an amount equal to 2.7% of the total of the Base Bid and Alternates #1 and #2
89 amount.

90

91 Mr. Cappel stated that he supports the street resurfacing program because it shows that we are taking care of the
92 city streets.

93

94 **ADMINISTRATION REPORT**

95

96 Mr. Riblet reported the following items:

97

98 • The next City Council Business Session is scheduled for Wednesday, March 2 immediately following a
99 Public Hearing scheduled for 6:30 p.m. A reminder that there is an Executive Session scheduled at 5:30
100 that evening as well.

101

102 • The Law and Safety and Financial Planning Committees will meet on Monday, March 7 at 3:30 and 4:30
103 p.m., respectively. The Planning, Zoning and Landmarks Committee has cancelled their meeting for March.

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February 16, 2022

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104

105

- Mr. Riblet stated for the March 14 Committee meetings the Government Affairs Committee has agenda items, but the Parks and Recreation and Public Works Committees do not have agenda items. He stated he will provide an update at the March 2 meeting.

106

107

108

109

- A CIC Meeting is requested to be held on March 23 at 6:45 to present the 2021 CIC Financial information and Tax Statement. If Council is so inclined, a motion can be made to commence with the Work Session at the conclusion of the CIC meeting. Mr. Dobrozsi made a motion to commence with the Work Session immediately following the completion of the CIC meeting. Mr. Cappel seconded. City Council unanimously agreed.

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115

- Staff is putting the final touches on the development of the Strategic Plan Goals and Strategies and anticipates bringing it to Council for the April Work Session.

116

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118

- Last week, the Ohio House concurred on HB51 which includes an amendment to extend the authority of local governments to hold virtual meetings until June 30, 2022. The bill will now head to the Governor's desk for his signature. Due to an emergency clause, this amendment would become effective as soon as the bill is signed.

119

120

121

122

- As a reminder, City Council is invited to attend a UC Blue Ash Luncheon on March 3 at Cooper Creek Center in Blue Ash. Please let Ms. Gaylor know if you would like to be registered to attend this event.

123

124

125

126

CITY COUNCIL REPORTS

127

128

Mr. Cappel

129

Mr. Cappel thanked the Public Works Department for their efforts during the past snow/ice event that made roads treacherous all across the Tri-State.

130

131

132

Vice Mayor Bissmeyer

133

134

Vice Mayor Bissmeyer echoed Mr. Cappel's comments on treatment of the streets by the Public Works Department. She praised them for their diligence in making the streets safe for the community.

135

136

137

Vice Mayor Bissmeyer reported as a member of the Hamilton County Library Board, through the library's locations throughout Hamilton County there were 100,000 Covid tests administered, and 525,000 meals and snacks provided in 2021. She stated that all 52 branches remained opened during that time. She added that the Board voted to no longer charge fines as the increase in digital usage has increased. She explained that a new branch will be opened in Forest Park as the old branch will be used by the City of Forest Park as one of their facilities. Vice Mayor Bissmeyer stated that the Cincinnati Library was the second most used library in the country and the Symmes location was the busiest. She stated the Library Board will be focusing on Mental Health this year and she expressed interest in the City collaborating with them on this effort in some way.

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Mr. Dobrozsi

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148

Mr. Dobrozsi also reported that at the February 7 Government Affairs Committee meeting a request for the approval of a new event by the Sister Cities Commission was presented. He explained that the new event was called "Soiree En Blanc" and was intended to replace the Dinner Around the World event that is very similar to the Diversity Dinner. He explained that the theme is to mimic a dinner in France in which everyone dresses in white, is held

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153 outside at dusk with lights and to encourage community members to dine together. He added that the event is
154 requested to be held on May 7 at Pioneer Park. He stated that the Commission is estimating 100 people for the first
155 year of this event. He stated that the Committee made a motion to approve the new event.

156
157 Mr. Dobrozi also reported that at the Government Affairs meeting a request was made to declare the Trolley as
158 surplus. He explained that Committee approved declaring it as surplus as it was cost prohibitive to restore it to a
159 safe and viable vehicle. He stated it would be placed on GovDeals.com for auction.

160
161 Mr. Dobrozi reported that at the Sister Cities Commission was also very busy with Bastille Day planning and were
162 working with food vendors and bands. He stated that the headliners this year would be The Mistics and the band
163 Hotel California.

164
165 Mr. Dobrozi distributed a list of calendar events that Mr. Riblet had prepared for the year. He explained that the
166 list included events and meetings outside of the normal Council, Committee and Commission meetings in order to
167 give all of Council advanced notice for planning purposes. He thanked Mr. Riblet for compiling the list as it would
168 be very helpful.

169
170 **Mr. Suer**

171
172 Mr. Suer stated that at the Financial Planning meeting held on February 7 Ms. Smiddy presented a annual review
173 of the City's financials including all revenue and expense totals. He stated that once again he is happy to report that
174 the City is in strong fiscal shape.

175
176 **Mr. Messer**

177
178 Mr. Messer explained that at the Law and Safety Committee meeting held on February 7 Chief Wright provided an
179 overview of the Emergency Operation Plan (EOP) which provided an outline of Council responsibilities and the
180 role of staff with their assignments. He thanked Chief Wright for a very insightful and helpful update.

181
182 Mr. Suer added that the main intent of the update was to clarify Council's roles. He added that staff created a very
183 detailed plan and conducts frequent staff training. He added that he thought it was also very important to get
184 residents engaged in being prepared for various scenarios.

185
186 **Mayor Margolis**

187
188 Mayor Margolis reported that he attended a Hamilton County EMA and Homeland Security meeting in which
189 Director Nick Crossley reported that they are conducting a communications flow study to determine how the flow
190 of distribution of masks, hand sanitizer and personal protection equipment was being handled.

191
192 Mayor Margolis reported that he participated in a Community Roundtable meeting which featured an update from
193 Sycamore Community Schools regarding milestones reached throughout all their current construction projects. He
194 added that he was particularly excited about the addition of a Community Theater as he thought it would be great
195 for the community.

196
197 Mayor stated that he would be out of town from March 3 through March 13 and that Vice Mayor Bissmeyer would
198 be acting mayor in his absence.

199
200
201
202

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City Council Work Session Minutes

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203 **MINUTES**

204

205 Mr. Cappel moved to accept the February 2, 2022 Business Session minutes as written. Vice Mayor Bissmeyer
206 seconded. City Council unanimously agreed.

207

208 **OTHER BUSINESS**

209

210 Mr. Dobrozsi stated he would be out of town from February 23 through February 27.

211

212 Mr. Cappel stated he would also be out of town on those dates.

213

214 **ADJOURNMENT**

215

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

218

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

220

221 City Council adjourned at 7:47 p.m.

222

223

224

225

Connie Gaylor, Clerk of Council