

May 13, 2022

TO: Mayor and City Council Members

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

SUBJECT: City Council Work Session of Wednesday, May 18, 2022

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, May 18 at 7:00 p.m.

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

- MJ Byrnes- BZA-6:00 p.m.
- Larry Schwartz- Landmarks 6:15 p.m.
- Tammy Moore-Parks & Recreation 6:30 p.m.
- Marcallene Shockey- Sister Cities 6:45 p.m.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
 - a. Nate Hayes, Sam Saxby and Daniel Deschene, members of Troop 674, will be in attendance to accept awards as Citizenship Essay winners
4. Guest and Residents
5. Legislation for Consideration this Evening
6. Establishing an Agenda for June 1, 2022 Business Session

Pending Legislation

- a. An Ordinance Establishing Schedules of Municipal Compensation—(Mr. Dobrozsi-3rd Reading) 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.

Add this Ordinance to the June 1, 2022 Business Session agenda with adoption of the Ordinance requested at that meeting.

New Legislation

- a. A Resolution Authorizing The City Manager To Contract With Frost Brown Todd, LLC To Provide Special Counsel Services—Please find the attached correspondence from City Manager Brian Riblet requesting that City Council adopt a Resolution authorizing 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 its labor and employee relations into the future.

Add this Resolution to the June 1, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- b. 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—Please see attached correspondence from Public Works Director Gary Heitkamp requesting that City Council consider adopting this Resolution that authorizing 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.

Add this Resolution to the June 1, 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 Contract With Prime CMS, Inc. For Professional Services Related To Construction, Engineering And Inspection Services For The Pfeiffer Road And Deerfield Road Intersection Improvement Project—Please see attached correspondence from Public Works Director Gary Heitkamp requesting that City Council consider adopting this Resolution that, if approved, would authorize the City Manager to enter into a "Time and Expense (T&E), Not to Exceed" contract with Prime CMS, Inc. to provide construction engineering and inspection services for the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project. The maximum Not to Exceed amount is \$126,942.86, which equates to 5.7% of the Barrett Paving Materials, Inc. construction contract. Funding for the contract is captured in the 410.261.5470 account.

Add this Resolution to the June 1, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- d. A Resolution Authorizing The City Manager To Negotiate And Execute An Agreement With Traditions VC Developer, LLC To Accommodate Short-Term Coverage For Minimum Service Payments In The Vintage Club-North Project
—Please see attached correspondence from Law Director Terry Donnellon requesting that City Council consider approving this Resolution that, if passed, will authorize the City Manager to enter into an Agreement with Traditions VC Developer, LLC to accommodate short-term coverage for the Minimum Service Payments due under the bonds issued by the City to fund public improvements in the project. This is a short-term accommodation and not a forgiveness of the debt. The monies will be repaid by Traditions in installment payments over a period of three years when it is anticipated that additional private improvements in the project will be completed to support debt service.

Add this Resolution to the June 1, 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 4, 2022 Business Session

11. Other Business

- a. Liquor Permit— Please see the attached memo from Police Chief John Crowell regarding the attached requests from the State of Ohio Liquor Control Board to allow a new D2 & D5 liquor permit to be issued to Z Wine & Cheeze LLC at 7823 Cooper Road.

Make a Motion to have or not have hearings regarding these requests

Voice Vote

12. Executive Session

13. 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

May 18, 2022
City Hall
7:00 p.m.

1. Call to Order
2. Roll Call
3. Special Presentation
 - a. Nate Hayes, Sam Saxby and Daniel Deschene, members of Troop 674, will be in attendance to accept awards as Citizenship Essay winners
4. Guests and Residents
5. Legislation for Consideration This Evening
6. Establishing an Agenda for the June 1, 2022 Business Session

Pending Legislation

- a. An Ordinance Establishing Schedules of Municipal Compensation—(Mr. Dobrozsi-3rd Reading)

Add this Ordinance to the June 1, 2022 Business Session with adoption of the Ordinance requested at that meeting.

New Legislation

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

Add this Resolution to the June 1, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- b. 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

Add this Resolution to the June 1, 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 Contract With Prime CMS, Inc. For Professional Services Related To Construction, Engineering And Inspection Services For The Pfeiffer Road And Deerfield Road Intersection Improvement Project

Add this Resolution to the June 1, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

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

Add this Resolution to the June 1, 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 4, 2022 Business Session

11. Other Business

- a. Liquor Permit— Please see the attached memo from Police Chief John Crowell regarding the attached requests from the State of Ohio Liquor Control Board to allow a new D2 & D5 liquor permit to be issued to Z Wine & Cheeze LLC at 7823 Cooper Road.

12. Executive Session

13. 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

ORDINANCE NO. , 2022

**AN ORDINANCE ESTABLISHING THE
SCHEDULE OF MUNICIPAL COMPENSATION FOR EMPLOYEES**

WHEREAS, Council must establish a Schedule of Municipal Compensation for City employees who are not members of a collective bargaining unit to be effective July 1, 2022 (the first day of the first full pay period in July 2022); and

WHEREAS, the Administration has recommended an increase in compensation for such employees, which is reflected in the Schedule of Municipal Compensation attached hereto; and

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

SECTION 1. Pursuant to requirements of Chapter 34 of the Montgomery Code of Ordinances, the Schedule of Municipal Compensation ("Schedule") is hereby established to govern the annual compensation of municipal employees who are not governed by collective bargaining agreements, which schedule shall be effective on July 1, 2022. The Schedule governing such positions is attached hereto as "Exhibit A" and is hereby made a part of this Ordinance as if fully rewritten herein.

SECTION 2. The Schedule prescribes the basic rates of pay for various classes of employees. Employees will typically be hired at the starting point of the appropriate salary range, but an employee may be placed at a higher location within their pay range at the discretion of the City Manager depending upon their qualifications, experience, and education. Employees may move through their respective salary range based upon work performance as determined through an annual performance review. The amount of the annual merit increase is dependent upon employee performance and funding availability.

SECTION 3. The City Manager is hereby authorized to grant an annual merit bonus, not to exceed two percent (2%) of the base salary of the employee, for full-time employees who have reached the top of their respective pay range. Permanent part-time employees who have reached the top of the pay range may be eligible for a

merit bonus of up to 20 hours of pay at their current hourly rate for exceptional work performance.


SECTION 4. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM



Terrence M. Donnellon, Law Director

Full-Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2022		Effective first day of first full pay period in July 2023	
		Minimum	Maximum	Minimum	Maximum
1A	Assistant City Manager Fire Chief Police Chief Public Works Director	\$108,825.60	\$144,726.40	\$112,091.20	\$149,073.60
1B	Director of Finance Community Development Director Community and Information Services Director	\$103,688.00	\$138,236.80	\$106,808.00	\$142,376.00
2	Assistant Fire Chief Assistant Police Chief Assistant Public Works Director	\$99,632.00	\$123,572.80	\$102,627.20	\$127,275.20
3A	Assistant Director of Finance/Tax Commissioner Human Resources Manager	\$77,251.20	\$101,192.00	\$79,560.00	\$104,228.80
3B	Communications and Engagement Coordinator Recreation Director	\$76,044.80	\$99,528.00	\$78,332.80	\$102,523.20
4	Zoning and Code Compliance Officer Public Works Department Supervisor Tax Commissioner	\$68,016.00	\$86,985.60	\$70,054.40	\$89,585.60
5	Construction and Compliance Inspector	\$31.49	\$39.68	\$32.44	\$40.87
6	Administrative Coordinator Assistant to the City Manager Office Manager	\$29.71	\$37.14	\$30.60	\$38.26
7	Recreation Specialist	\$27.77	\$34.98	\$28.60	\$36.03
8	Clerk of Court	\$25.45	\$33.11	\$26.22	\$34.10
9	Finance Specialist Customer Service Representative	\$25.08	\$31.35	\$25.84	\$32.29

All annual, salaried positions in Ranges 1 through 4 are calculated assuming a 26 pay period annual pay schedule, which is the normal annual pay schedule for the City. In the event that the City experiences a year which has 27 bi-weekly pay periods, the City's wage scale will reflect an increase of an additional 1/26th of the maximum salary for the purpose of meeting payroll for the 27th pay period. For all other years, the minimum and maximum salaries are as published on the pay schedule above.

Full-Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2022		Effective first day of first full pay period in July 2023	
		Minimum	Maximum	Minimum	Maximum
1A	Assistant City Manager Fire Chief Police Chief Public Works Director	\$108,825.60	\$144,726.40	\$112,091.20	\$149,073.60
1B	Director of Finance Community Development Director Community and Information Services Director	\$103,688.00	\$138,236.80	\$106,808.00	\$142,376.00
2	Assistant Fire Chief Assistant Police Chief Assistant Public Works Director	\$99,632.00	\$123,572.80	\$102,627.20	\$127,275.20
3A	Assistant Director of Finance/Tax Commissioner Human Resources Manager	\$77,251.20	\$101,192.00	\$79,560.00	\$104,228.80
3B	Communications and Engagement Coordinator Recreation Director	\$76,044.80	\$99,528.00	\$78,332.80	\$102,523.20
4	Zoning and Code Compliance Officer Public Works Department Supervisor Tax Commissioner	\$68,016.00	\$86,985.60	\$70,054.40	\$89,585.60
5	Construction and Compliance Inspector	\$31.49	\$39.68	\$32.44	\$40.87
6	Administrative Coordinator Assistant to the City Manager Office Manager	\$29.71	\$37.14	\$30.60	\$38.26
7	Recreation Specialist	\$27.77	\$34.98	\$28.60	\$36.03
8	Clerk of Court	\$25.45	\$33.11	\$26.22	\$34.10
9	Finance Specialist Customer Service Representative	\$25.08	\$31.35	\$25.84	\$32.29

All annual, salaried positions in Ranges 1 through 4 are calculated assuming a 26 pay period annual pay schedule, which is the normal annual pay schedule for the City. In the event that the City experiences a year which has 27 bi-weekly pay periods, the City's wage scale will reflect an increase of an additional 1/26th of the maximum salary for the purpose of meeting payroll for the 27th pay period. For all other years, the minimum and maximum salaries are as published on the pay schedule above.

Part-Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2022		Effective first day of first full pay period in July 2023	
		Minimum	Maximum	Minimum	Maximum
1A 1B 1C	Special Projects Coordinator Assistant to the City Manager Finance Specialist	\$50.60 \$29.71 \$25.08	\$62.75 \$37.14 \$31.35	\$52.12 \$30.60 \$25.84	\$64.64 \$38.26 \$32.29
1D	Customer Service Representative Volunteer Coordinator	\$24.57	\$30.62	\$25.30	\$31.54
2	Firefighter/Paramedic	\$19.12	\$24.37	\$19.69	\$25.10
3	Custodian Firefighter/EMT	\$17.07	\$21.77	\$17.58	\$22.42
4	Intern Seasonal Service Worker	\$14.87	\$18.90	\$15.31	\$19.46
6	Auxiliary Police Officer	\$11.48	\$28.71	\$11.82	\$29.57

Part-Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2022		Effective first day of first full pay period in July 2023	
		Minimum	Maximum	Minimum	Maximum
1A 1B 1C	Special Projects Coordinator Assistant to the City Manager Finance Specialist	\$50.60 \$29.71 \$25.08	\$62.75 \$37.14 \$31.35	\$52.12 \$30.60 \$25.84	\$64.64 \$38.26 \$32.29
1D	Customer Service Representative Volunteer Coordinator	\$24.57	\$30.62	\$25.30	\$31.54
2	Firefighter/Paramedic	\$19.12	\$24.37	\$19.69	\$25.10
3	Custodian Firefighter/EMT	\$17.07	\$21.77	\$17.58	\$22.42
4	Intern Seasonal Service Worker	\$14.87	\$18.90	\$15.31	\$19.46
6	Auxiliary Police Officer	\$11.48	\$28.71	\$11.82	\$29.57

May 13, 2022

TO: Mayor and City Council Members

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

SUBJECT: Legislation Request for a Special Counsel Contract with Frost Brown Todd, LLC

Introduction

It is requested that City Council adopt a Resolution to authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal counsel service related to labor negotiations/relations and other employment law.

Background

In 2004, the City contracted with Frost Brown Todd, LLC to provide legal services for the negotiations of a contract with the International Association of Fire Fighters (IAFF). Since that time, the City has used the services of Frost Brown Todd, LLC in negotiations with the Fraternal Order of Police (FOP), with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit and is currently using their services in renegotiating its contract with the IAFF.

The work of Frost Brown Todd, LLC has been invaluable to the success of the City's labor negotiations/relations efforts, and it is important that the City is able to maintain this relationship for its current and upcoming negotiations.

Recommendation

Staff recommends that City Council authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide assistance to the City in matters related to labor negotiations and labor relations in accordance with the attached fee schedule and terms of engagement.

RESOLUTION NO. _____, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH
FROST BROWN TODD, LLC TO PROVIDE SPECIAL COUNSEL SERVICES**

WHEREAS, the City does desire to engage special counsel to assist in negotiating Collective Bargaining Agreements and to handle labor and employment issues; and

WHEREAS, the Law Director and the Administration recommend the City continue to retain the services of Frost Brown Todd, LLC as such special counsel.

NOW THEREFORE, Be It Resolved by the Council of the City of Montgomery, Ohio, that:

SECTION 1. The City Manager is authorized to enter into a contract with Frost Brown Todd, LLC according to the terms in the Letter of Engagement attached to this Resolution and incorporated herein by reference. The Administration is authorized to pay Frost Brown Todd, LLC according to the schedule of fees outlined in the Letter of Engagement for the purposes of providing assistance to the City in labor negotiations.

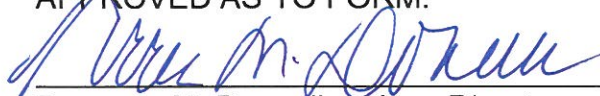
SECTION 2. This Resolution shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellan, Law Director



W. Joseph Scholler

Member

513.870.8226 (t)

513.870.0999 (f)

jscholler@fbtlaw.com

May 11, 2022

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

Re: General Labor and Employment

Dear Mr. Riblet:

We are pleased that you have asked Frost Brown Todd to serve as your counsel in this matter. This letter will confirm our discussion with you regarding your engagement of our firm and will describe the basis upon which our firm will provide legal services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be the City of Montgomery (the "City"). We will be engaged to advise the City in connection with general labor and employment matters, including negotiations. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Attorneys and paralegals have been assigned hourly rates based upon their experience and level of expertise. The rates of those attorneys likely to work on this matter range from \$210.00 in the case of Michael Myers, and \$425.00 in the case of myself. Our hourly rates are reviewed periodically and may be increased from time to time. It may be necessary to add or change attorneys working on your behalf.

Consent to Future Conflicts. You are aware that our firm is a relatively large law firm and represents many other companies and individuals. Some may be direct competitors of yours or otherwise may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in

Mr. Brian Riblet, City Manager
May 11, 2022
Page 2

which such a client's interests are, or potentially may become, adverse to your interests. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, we ask you to agree, and you hereby do agree, that Frost Brown Todd may continue to represent, or may undertake in the future to represent, any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of the **City of Montgomery**, as long as that other matter is not substantially related to this or our firm's other engagements on behalf of the **City of Montgomery**. We do not, however, intend for you to waive your right to have our firm maintain the confidentiality of client information obtained by us in the course of representing you. Thus, if our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you which we acquire as a result of representing you will not be made available to lawyers or others in our firm involved in such matter. You are hereby advised, and have had the opportunity, to consult with other counsel about this prospective waiver. You also understand and acknowledge that, in the course of our representation of other clients pursuant to this prospective waiver, we may obtain confidential information of interest to you that we cannot share with you.

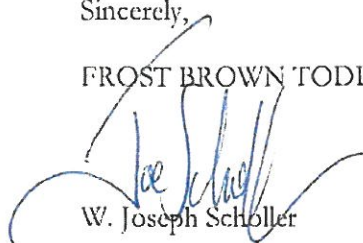
ABA Statement of Policy. We wish to inform the City, and the City acknowledges, that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that the City requests we make to the City's auditors regarding "loss contingencies" affecting the City.

Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent you. If these terms of our engagement are acceptable to you, please return a signed copy of this letter to me in the enclosed envelope. Our representation of you will commence upon receipt of the signed engagement letter. We look forward very much to working with you on this matter.

Sincerely,

FROST BROWN TODD LLC



W. Joseph Scholler

Mr. Brian Riblet, City Manager
May 11, 2022
Page 3

The foregoing is understood and accepted:

CITY OF MONTGOMERY

By: _____
Print Name: _____
Print Title: _____

0012283.0551415 4832-2739-7401v16

FROST BROWN TODD LLC

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.

7. Withdrawal. Under the rules of professional conduct by which we are governed, we

may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

May 9, 2022

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director

SUBJECT: Legislation Request to enter into agreement with Barrett Paving Materials, Inc. to construct the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project, PID #107130

Request

It is necessary for City Council to adopt a Resolution authorizing 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 (Single-Lane Roundabout), PID #107130.

Financial Impact

If approved, the Resolution 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, which is the total of the Base Bid plus a 3.9% Contingency.

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

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain “covered service providers” must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a “covered service provider,” there are some situations in which it might be. A description of the disclosures required in those situations can be located at www.dol.gov/ebsa/newsroom/fs408b2finalreg.html.

13. Authorization. By the Client’s agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client’s behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

Background

The City of Montgomery publicly advertised for bids and subsequently held a bid opening for the project at 1:00 PM on May 3, 2022. A total of four (4) bids were received, with the lowest and best bid being provided by Barrett Paving Materials, Inc. A complete bid summary of the four companies that submitted a bid is attached, summarized as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Barrett Paving Materials, Inc.	\$2,242,947.96
Rack & Ballauer Excavating, Inc.	\$2,277,875.23
Ford Development Corporation	\$2,795,975.00
KT Supply Ltd.	\$2,996,873.56
<i>Engineer's Opinion of Construction Cost</i>	<i>\$2,118,293.75</i>

Recommendation

Staff has reviewed the bids received and determined that the bid received from Barrett Paving Materials, Inc. is the lowest and best bid for the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project, PID #107130.

Staff recommends City Council adopt a Resolution authorizing 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.

If there are any questions or concerns, please do not hesitate to contact me.

Attachment - bid tabulation

RESOLUTION NO. , 2022

**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**

WHEREAS, by Resolution No. 34, 2021, Council authorized the City Manager to enter into an Intergovernmental Agreement with the Hamilton County Transportation Improvement District for the project known as the Pfeiffer Road and Deerfield Road Intersection Improvement Project ("Project"), HAM - CR284 - 1.33, PID # 107130; and

WHEREAS, the City Manager has entered into such Contract and the Administration has taken the necessary steps to acquire appropriate easements/rights-of-way as required by Project guidelines to construct the Project; and

WHEREAS, upon approval of the Hamilton County Engineer and Ohio Department of Transportation, the City did advertise for bids for the construction of the Project and has received a bid from Barrett Paving Materials, Inc., which after review with the City's Engineer has been determined to be the lowest and best bid in response to the advertisement and bid specifications; and

WHEREAS, although the lowest and best bid falls outside of the Engineer's original construction estimate, the City Engineer has reviewed and updated the projected costs, has reviewed the contract, and with the escalating construction costs in the Greater Cincinnati Area, the City Engineer has recommended the Administration now accept the bid and enter into a contract with Barrett Paving Materials, Inc. as the cost of readvertising and rebidding the Project may not result in a lower bid, but may escalate the Project costs; and

WHEREAS, the Administration is now recommending that consistent with the Intergovernmental Agreement, the City should enter into a contract with Barrett Paving

secure appropriate reimbursement.

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

SECTION 1. The City Manager is authorized to enter into an Agreement with Barrett Paving Materials, Inc. in the amount of \$2,330,000, which includes appropriate contingency funds, to construct the Pfeiffer Road and Deerfield Road Intersection Improvement Project, HAM - CR284 - 1.33, PID # 107130, without readvertising and rebidding the work to be able to timely complete the Project within grant guidelines and to control costs in the volatile construction market.

SECTION 2. The City Manager is authorized to execute any and all additional documentation as a necessary component of the Intergovernmental Agreement to meet the terms and conditions of the grant for this construction Project.

SECTION 3. It is found and determined that all formal actions of the City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of the City Council, and that any and all deliberations of the City Council and any and all of its Committees that resulted in such formal action, were in meetings open to the public in compliance with Ohio law.

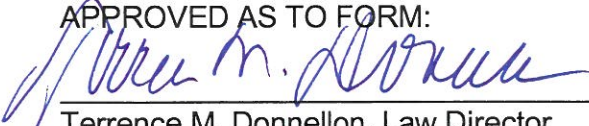
SECTION 4. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

HAM-CR284-1.33 City of Montgomery, Ohio PID 107130							<div><div><div>SA</div><div>STRAND ASSOCIATES®</div></div><div><div><div>Contingency</div><div>.....</div></div><div><div>Inflation</div><div>.....</div></div></div></div>							
							BARRETT PAVING		KT SUPPLY		FORD DEVELOPMENT		RACK & BALLAUER	
ITEM #	ITEM SPEC	UNIT	DESCRIPTION	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
ROADWAY							Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
1	201E11000	LS	CLEARING AND GRUBBING	1	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$24,500.00	\$24,500.00	\$33,000.00	\$33,000.00	\$35,000.00	\$35,000.00
2	202E20010	EACH	HEADWALL REMOVED	4	\$1,500.00	\$6,000.00	\$75.00	\$300.00	\$410.00	\$1,640.00	\$10.00	\$40.00	\$300.00	\$1,200.00
3	202E23000	SY	PAVEMENT REMOVED	3366	\$12.50	\$42,075.00	\$15.00	\$50,490.00	\$22.00	\$74,052.00	\$10.00	\$33,660.00	\$8.00	\$26,928.00
4	202E30000	SF	WALK REMOVED	8490	\$1.90	\$16,131.00	\$1.00	\$8,490.00	\$1.00	\$8,490.00	\$1.00	\$8,490.00	\$1.35	\$11,461.50
5	202E32000	FT	CURB REMOVED	389	\$11.00	\$4,279.00	\$12.00	\$4,668.00	\$7.00	\$2,723.00	\$8.00	\$3,112.00	\$7.50	\$2,917.50
6	202E35100	FT	PIPE REMOVED, 24" AND UNDER	438	\$16.50	\$7,227.00	\$20.00	\$8,760.00	\$39.00	\$17,082.00	\$1.00	\$438.00	\$20.00	\$8,760.00
7	202E53100	EACH	MAILBOX REMOVED	17	\$55.00	\$935.00	\$20.00	\$340.00	\$90.00	\$1,530.00	\$10.00	\$170.00	\$75.00	\$1,275.00
8	202E58100	EACH	CATCH BASIN REMOVED	2	\$450.00	\$900.00	\$250.00	\$500.00	\$350.00	\$700.00	\$100.00	\$200.00	\$550.00	\$1,100.00
9	202E75000	FT	FENCE REMOVED	215	\$6.00	\$1,290.00	\$3.00	\$645.00	\$5.00	\$1,075.00	\$1.00	\$215.00	\$0.50	\$107.50
10	202E98100	EACH	REMOVAL MISC.: POST	5	\$100.00	\$500.00	\$10.00	\$50.00	\$97.00	\$485.00	\$10.00	\$50.00	\$75.00	\$375.00
11	202E98000	LS	REMOVAL MISC.: LANDSCAPE	2	\$1,000.00	\$2,000.00	\$250.00	\$500.00	\$600.00	\$1,200.00	\$20.00	\$40.00	\$1,300.00	\$2,600.00
12	203E10000	CY	EXCAVATION	719	\$25.00	\$17,975.00	\$50.00	\$35,950.00	\$76.50	\$55,003.50	\$80.00	\$57,520.00	\$33.00	\$23,727.00
13	203E20000	CY	EMBANKMENT	380	\$25.70	\$9,766.00	\$30.00	\$11,400.00	\$49.00	\$18,620.00	\$80.00	\$30,400.00	\$25.00	\$9,500.00
14	203E98100	SY	ROADWAY, MISC.: TRUCK APRON	235	\$180.00	\$42,300.00	\$280.00	\$65,800.00	\$270.00	\$63,450.00	\$400.00	\$94,000.00	\$268.00	\$62,980.00
15	203E98100	SY	ROADWAY, MISC.: PAVER ISLAND	152	\$175.00	\$26,600.00	\$150.00	\$22,800.00	\$190.00	\$28,880.00	\$200.00	\$30,400.00	\$180.00	\$27,360.00
16	204E10000	SY	SUBGRADE COMPACTION	4583	\$2.50	\$11,457.50	\$3.00	\$13,749.00	\$6.20	\$28,414.60	\$2.00	\$9,166.00	\$3.00	\$13,749.00
17	204E13000	CY	EXCAVATION OF SUBGRADE	1486	\$21.00	\$31,206.00	\$28.00	\$41,608.00	\$53.00	\$78,758.00	\$20.00	\$29,720.00	\$33.00	\$49,038.00
18	204E30010	CY	GRANULAR MATERIAL, TYPE B	1763	\$47.00	\$82,861.00	\$60.00	\$105,780.00	\$80.00	\$141,040.00	\$60.00	\$105,780.00	\$54.00	\$95,202.00
19	204E45000	hour	PROOF ROLLING	8	\$225.00	\$1,800.00	\$800.00	\$6,400.00	\$221.00	\$1,768.00	\$80.00	\$640.00	\$190.00	\$1,520.00
20	204E50000	SY	GEOTEXTILE FABRIC	4079	\$1.85	\$7,546.15	\$4.00	\$16,316.00	\$1.15	\$4,690.85	\$1.00	\$4,079.00	\$1.50	\$6,118.50
21	204E51000	SY	GEOGRID	668	\$3.50	\$2,338.00	\$5.00	\$3,340.00	\$1.75	\$1,169.00	\$2.00	\$1,336.00	\$2.20	\$1,469.60
22	608E10000	SF	4" CONCRETE WALK	188	\$13.00	\$2,444.00	\$6.50	\$1,222.00	\$9.00	\$1,692.00	\$10.00	\$1,880.00	\$8.50	\$1,598.00
23	608E12000	SF	5" CONCRETE WALK	435	\$15.00	\$6,525.00	\$7.00	\$3,045.00	\$10.00	\$4,350.00	\$11.00	\$4,785.00	\$8.75	\$3,806.25
24	608E52000	SF	CURB RAMP	1126	\$14.50	\$16,327.00	\$15.00	\$16,890.00	\$20.00	\$22,520.00	\$12.00	\$13,512.00	\$18.00	\$20,268.00
25	608E53020	SF	DETECTABLE WARNING	80	\$45.00	\$3,600.00	\$50.00	\$4,000.00	\$50.00	\$4,000.00	\$20.00	\$1,600.00	\$50.00	\$4,000.00
26	608E98000	SF	WALKWAY, MISC.: PAVER SIDEWALK	7062	\$30.00	\$211,860.00	\$18.00	\$127,116.00	\$19.50	\$137,709.00	\$20.00	\$141,240.00	\$18.00	\$127,116.00
27	623E38500	EACH	MONUMENT ASSEMBLY	4	\$935.00	\$3,740.00	\$1,750.00	\$7,000.00	\$2,300.00	\$9,200.00	\$300.00	\$1,200.00	\$1,300.00	\$5,200.00
28	623E40520	EACH	RIGHT-OF-WAY MONUMENT	1	\$575.00	\$575.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$650.00	\$650.00
29	690E50000	EACH	SPECIAL - MAILBOX SUPPORT	16	\$200.00	\$3,200.00	\$225.00	\$3,600.00	\$250.00	\$4,000.00	\$100.00	\$1,600.00	\$250.00	\$4,000.00
30	878E25000	LS	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$15,600.00	\$15,600.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
				SUBTOTAL		\$583,457.65		\$602,259.00		\$755,341.95		\$628,773.00		\$569,026.85
EROSION CONTROL							Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
31	659E00300	CY	TOPSOIL	592	\$70.00	\$41,440.00	\$56.00	\$33,152.00	\$93.00	\$55,056.00	\$60.00	\$35,520.00	\$58.00	\$34,336.00
32	659E10000	SY	SEEDING AND MULCHING	4846	\$1.40	\$6,784.40	\$1.23	\$5,960.58	\$1.25	\$6,057.50	\$1.40	\$6,784.40	\$1.23	\$5,960.58
33	659E14000	SY	REPAIR SEEDING AND MULCHING	243	\$1.00	\$243.00	\$1.23	\$298.89	\$1.00	\$243.00	\$0.10	\$24.30	\$1.23	\$298.89
34	659E15000	SY	INTER-SEEDING	243	\$0.75	\$182.25	\$0.60	\$145.80	\$0.01	\$2.43	\$0.10	\$24.30	\$0.60	\$145.80

35	659E20000	TON	COMMERCIAL FERTILIZER	0.68	\$740.00	\$503.20	\$825.00	\$561.00	\$1,500.00	\$1,020.00	\$900.00	\$612.00	\$825.00	\$561.00
36	659E31000	ACRE	LIME	1.00	\$150.00	\$150.00	\$50.00	\$50.00	\$200.00	\$200.00	\$55.00	\$55.00	\$50.00	\$50.00
37	659E35000	MGAL	WATER	27	\$11.45	\$309.15	\$1.00	\$27.00	\$1.00	\$27.00	\$1.00	\$27.00	\$1.00	\$27.00
38	670E00700	SY	DITCH EROSION PROTECTION	818	\$2.25	\$1,840.50	\$2.25	\$1,840.50	\$2.45	\$2,004.10	\$2.50	\$2,045.00	\$2.25	\$1,840.50
39	832E15000	LS	STORM WATER POLLUTION PREVENTION PLAN	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
40	832E15002	LS	STORM WATER POLLUTION PREVENTION INSPECTIONS	1	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
41	832E15010	LS	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE	1	\$15,000.00	\$15,000.00	\$6,804.00	\$6,804.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00
42	832E30000	EACH	EROSION CONTROL	15000	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
			SUBTOTAL			\$91,452.50		\$69,839.77		\$93,810.03		\$76,092.00		\$72,719.77
			DRAINAGE				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
43	601E21050	SY	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT	15	\$130.00	\$1,950.00	\$100.00	\$1,500.00	\$407.00	\$6,105.00	\$100.00	\$1,500.00	\$130.00	\$1,950.00
44	602E20000	CY	CONCRETE MASONRY	0.63	\$2,400.00	\$1,512.00	\$2,400.00	\$1,512.00	\$8,760.00	\$5,518.80	\$1,000.00	\$630.00	\$3,000.00	\$1,890.00
45	605E13300	FT	6" UNCLASSIFIED PIPE UNDERDRAINS	30	\$21.75	\$652.50	\$17.00	\$510.00	\$30.00	\$900.00	\$10.00	\$300.00	\$14.00	\$420.00
46	605E14000	FT	6" BASE PIPE UNDERDRAINS	1889	\$11.90	\$22,479.10	\$16.00	\$30,224.00	\$13.60	\$25,690.40	\$10.00	\$18,890.00	\$14.00	\$26,446.00
47	611E00510	FT	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	60	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$26.00	\$1,560.00	\$10.00	\$600.00	\$35.00	\$2,100.00
48	611E01500	FT	6" CONDUIT, TYPE F	100	\$17.80	\$1,780.00	\$16.00	\$1,600.00	\$26.00	\$2,600.00	\$10.00	\$1,000.00	\$35.00	\$3,500.00
49	611E04401	FT	12" CONDUIT, TYPE B, AS PER PLAN	330	\$87.00	\$28,710.00	\$75.00	\$24,750.00	\$125.00	\$41,250.00	\$180.00	\$59,400.00	\$81.00	\$26,730.00
50	611E04601	FT	12" CONDUIT, TYPE C, AS PER PLAN	53	\$70.50	\$3,736.50	\$80.00	\$4,240.00	\$80.00	\$4,240.00	\$140.00	\$7,420.00	\$79.00	\$4,187.00
51	611E04901	FT	12" CONDUIT, TYPE D, AS PER PLAN	302	\$81.00	\$24,462.00	\$80.00	\$24,160.00	\$65.00	\$19,630.00	\$140.00	\$42,280.00	\$87.00	\$26,274.00
52	611E98150	EACH	CATCH BASIN, NO. 3	3	\$3,500.00	\$10,500.00	\$4,200.00	\$12,600.00	\$3,500.00	\$10,500.00	\$4,500.00	\$13,500.00	\$4,000.00	\$12,000.00
53	611E98470	EACH	CATCH BASIN, NO. 2-2B	3	\$1,800.00	\$5,400.00	\$1,650.00	\$4,950.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00
54	611E98630	EACH	CATCH BASIN ADJUSTED TO GRADE	1	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00
55	611E98700	EACH	INLET, SIDE DITCH	2	\$1,900.00	\$3,800.00	\$2,800.00	\$5,600.00	\$2,600.00	\$5,200.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
56	611E98690	EACH	CATCH BASIN, MISC.: CONNECT TO EXISTING CATCH BASIN	2	\$1,000.00	\$2,000.00	\$650.00	\$1,300.00	\$770.00	\$1,540.00	\$500.00	\$1,000.00	\$400.00	\$800.00
57	611E99710	EACH	PRECAST REINFORCED CONCRETE OUTLET	6	\$285.00	\$1,710.00	\$250.00	\$1,500.00	\$301.00	\$1,806.00	\$150.00	\$900.00	\$325.00	\$1,950.00
			SUBTOTAL			\$110,992.10	Column1	\$117,496.00	Column3	\$133,890.20	Column5	\$160,420.00	Column7	\$117,297.00
			PAVEMENT											
58	301E46000	CY	ASPHALT CONCRETE BASE, PG64-22	640	\$185.00	\$118,400.00	\$200.00	\$128,000.00	\$250.00	\$160,000.00	\$290.00	\$185,600.00	\$250.00	\$160,000.00
59	304E20000	CY	AGGREGATE BASE	644	\$65.00	\$41,860.00	\$80.00	\$51,520.00	\$92.00	\$59,248.00	\$80.00	\$51,520.00	\$70.00	\$45,080.00
60	407E20000	GAL	NON-TRACKING TACK COAT	450	\$4.40	\$1,980.00	\$4.00	\$1,800.00	\$2.00	\$900.00	\$3.00	\$1,350.00	\$2.00	\$900.00
61	441E50000	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	148	\$245.00	\$36,260.00	\$270.00	\$39,960.00	\$260.00	\$38,480.00	\$286.00	\$42,328.00	\$260.00	\$38,480.00
62	441E50300	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	157	\$220.00	\$34,540.00	\$245.00	\$38,465.00	\$345.00	\$54,165.00	\$380.00	\$59,660.00	\$345.00	\$54,165.00
63	452E12010	SY	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	16	\$90.00	\$1,440.00	\$89.00	\$1,424.00	\$116.00	\$1,856.00	\$150.00	\$2,400.00	\$120.00	\$1,920.00
64	609E12000	FT	COMBINATION CURB AND GUTTER, TYPE 2	523	\$37.00	\$19,351.00	\$35.00	\$18,305.00	\$35.00	\$18,305.00	\$45.00	\$23,535.00	\$41.00	\$21,443.00
65	609E26000	FT	CURB, TYPE 6	577	\$32.00	\$18,464.00	\$28.00	\$16,156.00	\$30.00	\$17,310.00	\$40.00	\$23,080.00	\$38.00	\$21,926.00
66	609E31001	FT	COMBINATION CURB AND GUTTER, TYPE 9, AS PER PLAN	220	\$35.00	\$7,700.00	\$33.00	\$7,260.00	\$33.00	\$7,260.00	\$42.00	\$9,240.00	\$41.00	\$9,020.00
			SUBTOTAL			\$279,995.00	Column1	\$302,890.00	Column3	\$357,524.00	Column5	\$398,713.00	Column7	\$352,934.00
			WATER WORK											
67	638E11602	FT	SPECIAL - 6" WATER MAIN DIP AND FITTINGS (GCWW 1101)	81	\$240.00	\$19,440.00	291	\$23,571.00	\$182.00	\$14,742.00	\$250.00	\$20,250.00	\$291.00	\$23,571.00
68	638E11604	FT	SPECIAL - 8" WATER MAIN DIP AND FITTINGS (GCWW 1101)	197	\$240.00	\$47,280.00	199	\$39,203.00	\$255.00	\$50,235.00	\$280.00	\$55,160.00	\$199.00	\$39,203.00
69	638E11608	FT	SPECIAL - 12" WATER MAIN DIP AND FITTINGS (GCWW 1101)	1529	\$245.00	\$374,605.00	\$240.00	\$366,960.00	\$311.00	\$475,519.00	\$350.00	\$535,150.00	\$240.00	\$366,960.00
70	638E20498	EACH	SPECIAL - VALVE BOX (GCWW 1116)	9	\$350.00	\$3,150.00	\$310.00	\$2,790.00	\$260.00	\$2,340.00	\$200.00	\$1,800.00	\$310.00	\$2,790.00
71	638E20742	EACH	SPECIAL - 1" AIR RELEASE VALVE WITH VALVE BOX (GCWW 1116)	4	\$750.00	\$3,000.00	\$1,050.00	\$4,200.00	\$1,125.00	\$4,500.00	\$1,000.00	\$4,000.00	\$1,050.00	\$4,200.00
72	638E20754	EACH	SPECIAL - FIRE HYDRANT REMOVED AND RESET (GCWW 1113)	1	\$1,300.00	\$1,300.00	\$3,030.00	\$3,030.00	\$1,715.00	\$1,715.00	\$1,000.00	\$1,000.00	\$3,300.00	\$3,300.00

73	638E20766	FT	SPECIAL - 3/4" COPPER WATER SERVICE LINE (GCWW 1128)	307	\$120.00	\$36,840.00	\$100.00	\$30,700.00	\$204.00	\$62,628.00	\$50.00	\$15,350.00	\$100.00	\$30,700.00
74	638E20750	EACH	SPECIAL - 6" FIRE HYDRANT (GCWW 1112)	5	\$2,500.00	\$12,500.00	\$4,275.00	\$21,375.00	\$4,137.00	\$20,685.00	\$5,000.00	\$25,000.00	\$4,275.00	\$21,375.00
75	638E20752	EACH	SPECIAL - FIRE HYDRANT REMOVED FOR STORAGE (GCWW 1114)	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$150.00	\$450.00	\$300.00	\$900.00	\$500.00	\$1,500.00
76	638E98000	EACH	WATER WORK, MISC.: RECONNECT EXISTING 3/4" SERVICE BRANCH (GCWW 1128)	6	\$800.00	\$4,800.00	\$1,350.00	\$8,100.00	\$694.00	\$4,164.00	\$3,000.00	\$18,000.00	\$1,350.00	\$8,100.00
77	638E98000	EACH	WATER WORK, MISC.: RECONNECT EXISTING 1" SERVICE BRANCH (GCWW 1128)	1	\$400.00	\$400.00	\$1,450.00	\$1,450.00	\$736.00	\$736.00	\$4,000.00	\$4,000.00	\$1,450.00	\$1,450.00
78	638E98000	EACH	WATER WORK, MISC.: FURNISHING AND INSTALLING CURB AND ROADWAY BOX (RENEW) (GCWW 1131)	11	\$150.00	\$1,650.00	\$88.00	\$968.00	\$125.00	\$1,375.00	\$100.00	\$1,100.00	\$88.00	\$968.00
79	638E98000	EACH	WATER WORK, MISC.: FURNISHING AND INSTALLING CURB AND ROADWAY BOX (RECONNECT) (GCWW 1131)	7	\$350.00	\$2,450.00	\$400.00	\$2,800.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$400.00	\$2,800.00
80	638E98000	EACH	WATER WORK, MISC.: REMOVING EXISTING MANHOLE CURB AND COVER (GCWW 1122)	4	\$225.00	\$900.00	\$300.00	\$1,200.00	\$125.00	\$500.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
81	638E98000	EACH	WATER WORK, MISC.: REMOVING EXISTING VALVE BOX (GCWW 1122)	3	\$100.00	\$300.00	\$200.00	\$600.00	\$10.00	\$30.00	\$10.00	\$30.00	\$200.00	\$600.00
82	638E98100	LS	WATER WORK, MISC.: CONCRETE, CLASS "C" (GCWW 1110)	1	\$200.00	\$200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$100.00	\$100.00	\$1.00	\$1.00
83	638E98100	LS	WATER WORK, MISC.: REINFORCING STEEL (GCWW 509)	1	\$1,036.00	\$1,036.00	\$500.00	\$500.00	\$25.00	\$25.00	\$1.00	\$1.00	\$1.00	\$1.00
84	638E98100	LS	WATER WORK, MISC.: BRICK MASONRY (GCWW 602)	1	\$25.00	\$25.00	\$500.00	\$500.00	\$1.00	\$1.00	\$10.00	\$10.00	\$1.00	\$1.00
85	638E98100	LS	WATER WORK, MISC.: SHEETING AND BRACING ORDERED LEFT IN PLACE (GCWW 637)	1	\$25.00	\$25.00	\$500.00	\$500.00	\$1.00	\$1.00	\$20.00	\$20.00	\$1.00	\$1.00
86	638E98600	FT	WATER WORK, MISC.: FIRE HYDRANT EXTENSION, 6" LONG (GCWW 1115)	1	\$450.00	\$450.00	\$850.00	\$850.00	\$885.00	\$885.00	\$800.00	\$800.00	\$850.00	\$850.00
87	638E98600	FT	WATER WORK, MISC.: FIRE HYDRANT EXTENSION, 12" LONG (GCWW 1115)	1	\$500.00	\$500.00	\$950.00	\$950.00	\$992.00	\$992.00	\$900.00	\$900.00	\$950.00	\$950.00
88	638E98600	FT	WATER WORK, MISC.: FIRE HYDRANT EXTENSION, 18" LONG (GCWW 1115)	3	\$500.00	\$1,500.00	\$1,175.00	\$3,525.00	\$1,100.00	\$3,300.00	\$1,000.00	\$3,000.00	\$1,175.00	\$3,525.00
			SUBTOTAL			\$513,851.00		\$515,772.00		\$646,723.00		\$689,171.00		\$514,046.00
			SANITARY SEWER				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
89	611E99660	EACH	MANHOLE RECONSTRUCTED TO GRADE	1	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
			SUBTOTAL			\$1,850.00		\$2,500.00		\$2,500.00		\$1,000.00		\$1,500.00
			LIGHTING				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
90	625E25408	FT	CONDUIT, 2", 725.051	340	\$6.45	\$2,193.00	\$9.00	\$3,060.00	\$32.00	\$10,880.00	\$10.00	\$3,400.00	\$9.00	\$3,060.00
91	625E29000	FT	TRENCH	340	\$10.15	\$3,451.00	\$18.00	\$6,120.00	\$12.00	\$4,080.00	\$20.00	\$6,800.00	\$18.00	\$6,120.00
92	625E30701	EACH	PULL BOX, 725.08, 18", AS PER PLAN	1	\$1,500.00	\$1,500.00	\$1,720.00	\$1,720.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,720.00	\$1,720.00
93	625E99000	LS	SPECIAL - LIGHTING, DUKE ENERGY ALLOWANCE	1	\$17,065.00	\$17,065.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
			SUBTOTAL			\$24,209.00		\$30,900.00		\$36,960.00		\$32,200.00		\$30,900.00
			OTHER UTILITIES				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
94	611E99654	EACH	MANHOLE ADJUSTED TO GRADE (VERIZON)	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
95	611E99700	EACH	SPECIAL - GAS VALVE BOX ADJUSTED TO GRADE	3	\$350.00	\$1,050.00	\$730.00	\$2,190.00	\$500.00	\$1,500.00	\$300.00	\$900.00	\$550.00	\$1,650.00
96	625E31600	EACH	PULL BOX, MISC.: VERIZON HANDHOLE ADJUSTED TO GRADE	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$2,000.00	\$2,000.00
			SUBTOTAL			\$3,300.00		\$4,190.00		\$6,500.00		\$2,200.00		\$4,650.00
			TRAFFIC CONTROL				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
97	621E00100	EACH	RPM	42	\$81.00	\$3,402.00	\$74.04	\$3,109.68	\$74.04	\$3,109.68	\$117.00	\$4,914.00	\$106.55	\$4,475.10
98	630E03100	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	340	\$10.75	\$3,655.00	\$17.50	\$5,950.00	\$17.00	\$5,780.00	\$19.00	\$6,460.00	\$17.50	\$5,950.00
99	630E08600	EACH	SIGN POST REFLECTOR	8	\$43.50	\$348.00	\$56.00	\$448.00	\$50.00	\$400.00	\$61.00	\$488.00	\$56.00	\$448.00
100	630E80100	SF	SIGN, FLAT SHEET	189	\$18.15	\$3,430.35	\$30.00	\$5,670.00	\$32.00	\$6,048.00	\$33.00	\$6,237.00	\$30.00	\$5,670.00
101	630E80101	SF	SIGN, FLAT SHEET, AS PER PLAN	24	\$30.00	\$720.00	\$130.00	\$3,120.00	\$45.00	\$1,080.00	\$143.00	\$3,432.00	\$130.00	\$3,120.00
102	630E84900	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	19	\$20.50	\$389.50	\$20.00	\$380.00	\$15.00	\$285.00	\$22.00	\$418.00	\$20.00	\$380.00
103	630E85100	EACH	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	1	\$91.00	\$91.00	\$25.00	\$25.00	\$75.00	\$75.00	\$28.00	\$28.00	\$25.00	\$25.00
104	630E86002	EACH	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	7	\$32.50	\$227.50	\$30.00	\$210.00	\$25.00	\$175.00	\$33.00	\$231.00	\$30.00	\$210.00
105	630E97700	EACH	SIGNING, MISC.: PERIMETER-LIT SIGN	4	\$10,000.00	\$40,000.00	\$6,075.00	\$24,300.00	\$6,450.00	\$25,800.00	\$6,800.00	\$27,200.00	\$6,075.00	\$24,300.00

106	630E97700	EACH	SIGNING, MISC.: REMOVAL OF GROUND MOUNTED WOOD POST SUPPORT AND DISPOSAL	7	\$550.00	\$3,850.00	\$40.00	\$280.00	\$30.00	\$210.00	\$44.00	\$308.00	\$40.00	\$280.00
107	630E97900	FT	SIGNING, MISC.: GROUND MOUNTED SIGN SUPPORT, WOOD POST	55	\$25.00	\$1,375.00	\$85.00	\$4,675.00	\$21.00	\$1,155.00	\$95.00	\$5,225.00	\$85.00	\$4,675.00
108	644E00100	MILE	EDGE LINE, 4"	0.67	\$10,000.00	\$6,700.00	\$4,410.00	\$2,954.70	\$4,990.00	\$3,343.30	\$4,900.00	\$3,283.00	\$4,410.00	\$2,954.70
109	644E00300	MILE	CENTER LINE	0.39	\$10,000.00	\$3,900.00	\$8,820.00	\$3,439.80	\$7,433.00	\$2,898.87	\$9,600.00	\$3,744.00	\$8,820.00	\$3,439.80
110	644E00600	FT	CROSSWALK LINE	340	\$4.50	\$1,530.00	\$4.00	\$1,360.00	\$5.60	\$1,904.00	\$5.00	\$1,700.00	\$4.00	\$1,360.00
111	644E00700	FT	TRANSVERSE/DIAGONAL LINE	138	\$5.80	\$800.40	\$7.00	\$966.00	\$7.40	\$1,021.20	\$8.00	\$1,104.00	\$7.00	\$966.00
112	644E01514	FT	DOTTED LINE, 8"	125	\$1.75	\$218.75	\$3.50	\$437.50	\$1.60	\$200.00	\$4.00	\$500.00	\$3.50	\$437.50
113	644E20800	FT	YIELD LINE	59	\$17.25	\$1,017.75	\$25.00	\$1,475.00	\$5.60	\$330.40	\$28.00	\$1,652.00	\$25.00	\$1,475.00
				SUBTOTAL		\$71,655.25		\$58,800.68		\$53,815.45		\$66,924.00		\$60,166.10
			LANDSCAPING				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
114	661E00500	CY	MULCH	13	\$75.00	\$975.00	\$125.00	\$1,625.00	\$100.00	\$1,300.00	\$140.00	\$1,820.00	\$125.00	\$1,625.00
115	661E12000	EACH	GROUNDCOVER AND VINES, 1 YEAR, POTTED (LIRIOPE MUSCARI 'VARIEGATA)	185	\$9.50	\$1,757.50	\$26.00	\$4,810.00	\$25.00	\$4,625.00	\$29.00	\$5,365.00	\$26.00	\$4,810.00
116	661E20040	EACH	DECIDUOUS SHRUB, 2' HEIGHT (GOLDMOUND SPIRAEA)	4	\$80.00	\$320.00	\$180.00	\$720.00	\$135.00	\$540.00	\$200.00	\$800.00	\$180.00	\$720.00
117	661E20060	EACH	DECIDUOUS SHRUB, 3' HEIGHT (RED TWIG DOGWOOD)	1	\$50.00	\$50.00	\$160.00	\$160.00	\$135.00	\$135.00	\$180.00	\$180.00	\$160.00	\$160.00
118	661E30000	EACH	EVERGREEN SHRUB, 12" HEIGHT	4	\$85.00	\$340.00	\$180.00	\$720.00	\$135.00	\$540.00	\$200.00	\$800.00	\$180.00	\$720.00
119	661E99930	SY	PLANTING, MISC.: WEED BARRIER	99	\$2.50	\$247.50	\$5.00	\$495.00	\$10.00	\$990.00	\$6.00	\$594.00	\$5.00	\$495.00
				SUBTOTAL		\$3,690.00		\$8,530.00		\$8,130.00		\$9,559.00		\$8,530.00
			MAINTENANCE OF TRAFFIC				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
120	608E21200	SF	TEMPORARY ASPHALT CONCRETE WALK	3485	\$5.00	\$17,425.00	\$10.00	\$34,850.00	\$8.00	\$27,880.00	\$4.00	\$13,940.00	\$6.00	\$20,910.00
121	614E11110	HOURL	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	12	\$70.75	\$849.00	\$75.00	\$900.00	\$85.00	\$1,020.00	\$80.00	\$960.00	\$70.00	\$840.00
122	614E12420	LS	DETOUR SIGNING	1	\$10,000.00	\$10,000.00	\$11,980.00	\$11,980.00	\$17,700.00	\$17,700.00	\$14,000.00	\$14,000.00	\$11,980.00	\$11,980.00
123	614E18600	SNMT	PORTABLE CHANGEABLE MESSAGE SIGN	8	\$1,000.00	\$8,000.00	\$1,095.00	\$8,760.00	\$1,050.00	\$8,400.00	\$1,200.00	\$9,600.00	\$1,095.00	\$8,760.00
124	614E21000	MILE	WORK ZONE CENTER LINE, CLASS I	0.74	\$2,200.00	\$1,628.00	\$4,410.00	\$3,263.40	\$4,524.00	\$3,347.76	\$4,900.00	\$3,626.00	\$4,410.00	\$3,263.40
125	614E22000	MILE	WORK ZONE EDGE LINE, CLASS I, 4"	2.51	\$1,335.00	\$3,350.85	\$4,461.00	\$11,197.11	\$2,297.00	\$5,765.47	\$4,900.00	\$12,299.00	\$4,461.00	\$11,197.11
126	614E24000	FT	WORK ZONE DOTTED LINE, CLASS I	122	\$1.00	\$122.00	\$4.00	\$488.00	\$3.00	\$366.00	\$5.00	\$610.00	\$4.00	\$488.00
127	614E26000	FT	WORK ZONE STOP LINE, CLASS I	108	\$2.60	\$280.80	\$7.00	\$756.00	\$11.50	\$1,242.00	\$8.00	\$864.00	\$7.00	\$756.00
128	614E27000	FT	WORK ZONE CROSSWALK LINE, CLASS I	176	\$1.85	\$325.60	\$3.50	\$616.00	\$10.45	\$1,839.20	\$4.00	\$704.00	\$3.50	\$616.00
129	614E98100	FT	WORK ZONE PAVEMENT MARKING, MISC.: YIELD LINE	80	\$2.75	\$220.00	\$10.00	\$800.00	\$18.00	\$1,440.00	\$11.00	\$880.00	\$10.00	\$800.00
130	615E10000	LS	ROADS FOR MAINTAINING TRAFFIC	1	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$249,660.00	\$249,660.00	\$93,000.00	\$93,000.00	\$78,000.00	\$78,000.00
131	615E25000	SY	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B	3029	\$60.00	\$181,740.00	\$60.00	\$181,740.00	\$85.50	\$258,979.50	\$84.00	\$254,436.00	\$75.00	\$227,175.00
132	616E10000	MGAL	WATER	4	\$50.00	\$200.00	\$100.00	\$400.00	\$1.00	\$4.00	\$1.00	\$4.00	\$80.00	\$320.00
				SUBTOTAL		\$239,141.25		\$305,750.51		\$577,643.93		\$404,923.00		\$365,105.51
			INCIDENTALS				Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
133	614E11000	LS	MAINTAINING TRAFFIC	1	\$60,000.00	\$60,000.00	\$94,020.00	\$94,020.00	\$120,245.00	\$120,245.00	\$180,000.00	\$180,000.00	\$80,000.00	\$80,000.00
134	619E16010	MNTH	FIELD OFFICE, TYPE B	4	\$2,000.00	\$8,000.00	\$2,500.00	\$10,000.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
135	623E10000	LS	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$31,500.00	\$31,500.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00
136	624E10000	LS	MOBILIZATION	1	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$168,290.00	\$168,290.00	\$100,000.00	\$100,000.00	\$60,000.00	\$60,000.00
				SUBTOTAL		\$123,000.00		\$224,020.00		\$324,035.00		\$326,000.00		\$181,000.00
			TOTAL CONSTRUCTION COST:			\$2,046,593.75		\$2,242,947.96		\$2,996,873.56		\$2,795,975.00		\$2,277,875.23

May 9, 2022

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director

SUBJECT: Legislation Request for a Professional Services Contract with Prime CMS, Inc. for the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project, PID #107130

Request

It is necessary for City Council to consider a Resolution authorizing the City Manager to enter into an agreement with Prime CMS, Inc. for construction engineering and inspection services for the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project (Single-Lane Roundabout).

Financial Impact

If approved, this Resolution would authorize the City Manager to enter into a "Time and Expense (T&E), Not to Exceed" contract with Prime CMS, Inc. to provide construction engineering and inspection services for the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project. The maximum *Not to Exceed* amount is \$126,942.86, which equates to 5.7% of the Barrett Paving Materials, Inc. construction contract. Funding for the contract is captured in the 410.261.5470 account. The construction engineering and inspection services qualify for the Federal Grant approved by the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) covering 70% of the cost in an amount not to exceed the remaining balance grant funding not used for the construction contract.

Background

Staff advertised for Letters of Interest (LOI) for construction, engineering and inspection services for this project through ODOT's programmatic process on February 7, 2022. Submissions were received from Prime, DLZ, Terracon, and CTL Engineering by March 2, 2022. On March 11, 2022, Terry Willenbrink, Mike Rogers, Nick Miller and myself met and reviewed the LOI's to evaluate each firm's qualifications, strength and experience of the project manager, key staff and subconsultants,

roundabout inspection experience, firm's past performance on similar projects, and their proposed project approach. Utilizing the consultant selection rating form scoring, Prime CMS, Inc. received the highest score and therefore was selected.

Recommendation

Staff recommends City Council adopt a Resolution authorizing the City Manager to enter into an agreement with Prime CMS, Inc. for construction engineering and inspection services associated with the HAM- CR284 - 1.33 Pfeiffer Road at Deerfield Road Intersection Improvement Project, PID #107130.

If there are any questions or concerns, please do not hesitate to contact me.

Attachment - Prime CMS, Inc. Proposal (March 22, 2022)

RESOLUTION NO , 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH PRIME CMS, INC. FOR PROFESSIONAL SERVICES
RELATED TO CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES
FOR THE PFEIFFER ROAD AND DEERFIELD ROAD
INTERSECTION IMPROVEMENT PROJECT**

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

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

WHEREAS, the Administration did request Letters of Interest from construction management firms which may be interested in assisting the City in managing public improvements as a part of the anticipated intersection improvements at Pfeiffer Road and Deerfield Road; and

WHEREAS, multiple firms submitted responses which were reviewed by an Evaluation Committee appointed by the City Manager, including the Public Works Director and members of the Public Works Department; and

WHEREAS, Prime CMS, Inc. did submit a Letter of Interest which was reviewed and recommended for approval by the Evaluation Committee; and

WHEREAS, it is the desire of the Council of the City of Montgomery to enter into a contract with Prime CMS, Inc. to perform construction management services, including construction, engineering and inspection services, for the City in conjunction with

the Pfeiffer Road and Deerfield Road Intersection Improvement Project, HAM - CR284 - 1.33, PID # 107130.

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with Prime CMS, Inc. for professional services to be provided to the City of Montgomery for the intersection improvements and related traffic improvements for the Pfeiffer Road and Deerfield Road Intersection Improvement Project, HAM - CR284 - 1.33, PID # 107130, according to the schedule submitted by Prime CMS, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to pay Prime CMS, Inc. according to the rates set forth in said schedule within the anticipated project scope not to exceed \$126,942.86, which includes all necessary subcontractors with a portion to be set-off by grants.

SECTION 3. The City Manager is additionally authorized to seek appropriate grant funding for these services.

SECTION 4. 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



March 22, 2022

Mr. Gary Heitkamp
Public Works Director
10101 Montgomery Road
Montgomery, Ohio 45242

RE: Construction Engineering and Inspection Services for HAM - CR284 - 1.33
– City of Montgomery PID No. 107130

Dear Mr. Heitkamp:

We are pleased to submit this proposal to the City of Montgomery (City) for the above-mentioned project.

GENERAL

Below, we have provided a proposed scope and fee based on our understanding of the project and our previous construction engineering and inspection experience.

SCOPE OF WORK

The intent of this scope of work is to provide construction engineering and inspection services for the roundabout PID No. 107130 construction project. Specifically, the following items have been included in this scope of services:

TASK 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

The scope of services is based on a 10 month construction period, beginning in July of 2022 and ending in May 2023.

Professional Construction Engineering and Inspection services shall consist generally of monitoring the construction contractor's activities and providing all required LPA documentation in order to achieve quality, schedule, and cost control of the construction phase of the Project.

Project Setup

It is the intent of this project to provide construction documentation in accordance with the current Ohio Department of Transportation (ODOT) documentation practices and policies for LPA projects. For this purpose, PRIME CMS will develop/acquire the documents, files, logs, and forms for the project per the current ODOT Construction Administration Manual of Procedures. It is the intent of this scope to utilize PRIME CMS's Cloud Based Construction Management System (Appia) and Construction Drive to store

construction diaries, meeting minutes, photos, and project correspondence. Pay item folders, tracking logs, quantity tracking files and forms, material testing logs and forms, and correspondence logs will be generated for construction activities planned for this project. These files will be posted on ODOT's SharePoint site to allow access for all stakeholders. It is the intent of this scope to complete this work prior to the beginning of construction activity.

Pre-Bid and Pre-Construction Meeting

PRIME CMS will attend and will assist with minutes for the meetings, which will be distributed electronically to all attendees with an email address within 5 business days. The minutes will be generated using Microsoft Office.

Utility Coordination

PRIME CMS will assist the City with necessary utility relocation coordination relevant to the project's corridor. Bi-weekly virtual utility meetings will be held to assist with the relocation efforts. It is anticipated this coordination will begin prior to and continue throughout the course of roadway construction.

Resident Project Representation:

PRIME CMS shall provide Field Representation during the Contractor's work. These services shall generally consist of those activities necessary, in the field, to observe and verify the construction Contractor's compliance with the technical requirements of the project, to verify the validity of amounts claimed for payment by the construction Contractor, and to report on the construction work in the field. Construction daily reports describing work location, manpower and equipment, duration worked, weather, and work activities will be entered into Appia, PRIME CMS's Construction Management System. The Field Representative shall maintain a record of the progress of the work, shall review partial and final payment estimates, shall assess pertinent features of the installation, shall compile discrepancy reports, shall climb and descend structures when necessary to observe installation work, shall participate in required testing, start-up activities, and remedial measures, and shall participate in the final overviews of the project pursuant to acceptance.

PRIME CMS will utilize Appia and ODOT's SharePoint site or other acceptable means to store/track/manage project documentation including correspondence and records that include transmittals, schedule updates (copies), contract modifications, shop drawings, requests for proposals, requests for information, letters, and submittals. Read-only access to Appia is available to the City for their use to review up to date project information.

PRIME CMS shall document field obstructions and changed conditions, and process change orders to the Contract Documents in order to document changes to the work dictated by these conditions.

PRIME CMS shall prepare and maintain a listing of items requiring correction by the contractor and document when deficiencies have been corrected. PRIME CMS will re-inspect all items on the list periodically to ascertain their status. PRIME CMS will notify the City when the project is complete, deficiencies have been corrected and the work is ready for final inspection. PRIME CMS will assist in preparing recommendations for final acceptance of the work.

PRIME CMS will provide photo documentation of project construction activity by collecting and organizing digital photos.

PRIME CMS will perform as a construction manager/advisor on behalf of the City during the construction process and make recommendations for site changes and issues related to construction.

PRIME CMS will provide documentation to the City to confirm that the project is built per the plans and specifications.

Community Outreach:

PRIME CMS is available to assist with the community outreach efforts for the project. Such efforts include hosting a project kickoff / open-house meeting for businesses and residents, hosting bi-weekly virtual stakeholder meetings using Microsoft Teams, generating a project specific email address for public use that will be checked daily, and sending bi-weekly construction updates and photos to the City for the purpose of posting to their website.

Progress Meetings:

PRIME CMS shall attend and assist with progress meetings, including the preparation of agendas and meeting minutes of meetings. PRIME CMS will utilize Microsoft Office software to prepare agendas and minutes. When directed by the City, PRIME CMS shall provide professional engineering attendance at all special construction meetings to discuss project problems, clarifications of the work, and all other issues affecting the project. PRIME CMS shall prepare minutes of the meetings and send to all attendees.

Schedule Monitoring:

PRIME CMS will monitor the Contractor's schedule to ascertain that the requirements identified in the contract specifications are met. PRIME CMS will prepare written response comments per ODOT's baseline checklist. PRIME CMS shall notify the City in all instances when the Contractor's progress is not in accordance with the approved schedule. PRIME CMS shall make recommendations as to the need for the Contractor to submit a recovery

schedule, or the need to delay payment to the Contractor due to schedule problems.

Submittals/RFI/Correspondence/CA:

PRIME CMS, in coordination with the City and Design Engineer, will review shop drawings for compliance with contract requirements, distribute with appropriate status identified, and maintain a shop drawing file. PRIME CMS will provide a response within 15 working days of receipt by PRIME CMS. PRIME CMS shall maintain a Submittal log using Microsoft Office.

PRIME CMS shall coordinate construction document interpretation with the Design Engineer during construction. If such interpretation involves any monetary, quality, or material/equipment substitution, the final interpretation shall be made by the City. PRIME CMS shall transmit interpretations and clarifications to the Contractor. PRIME CMS shall provide written interpretation of any project specific specifications, as required. PRIME CMS shall provide and maintain a tracking log of all requests for information for the duration of the project. PRIME CMS will maintain submittal, RFI, and correspondence logs using Microsoft Office.

PRIME CMS will respond to correspondence items (email, letters, teleconferences, etc.).

PRIME CMS shall review and recommend for approval monthly and final estimates of work performed by the Contractor upon which partial payments to the Contractor will be based. PRIME CMS shall prepare monthly pay estimates in a manner approved by the City and forward to the City for final approval and processing. Funding splits shall be calculated within the monthly pay estimates.

Evaluate Substitution Requests:

PRIME CMS will provide review and recommendation on substitutions of material and/or equipment submitted by the Contractor, in coordination with the Design Engineer.

Change Order Preparation:

PRIME CMS will prepare change orders to aid in resolution of modifications brought about by actual field conditions encountered, review contractor pricing of said change orders, and make recommendation to the City regarding entitlement and reasonableness of costs. PRIME CMS will assist with the negotiation of said change orders.

PRIME CMS shall process change orders to the contract in a manner approved by the City and forwarded to the City for final approval and

processing. PRIME CMS shall provide and maintain a tracking log of all change orders to the contract for the duration of the project using PRIME CMS's Construction Management System, Appia.

Evaluation of Claims:

PRIME CMS shall evaluate, investigate, document conditions and circumstances, and make recommendations on claims submitted by the Contractor, and on situations that may lead to a claim by the Contractor. PRIME CMS shall provide and maintain a tracking log of all claims made by the Contractor for the duration of the project using Microsoft Office.

Testing Services:

PRIME CMS shall perform quality assurance (QA) field and lab testing of materials and completed work, as normally required in ODOT's standard policies and procedures.

SWPPP:

PRIME CMS will provide oversight for compliance with the approved Stormwater Pollution Prevention Plan.

Project Close-Out

Upon completion of construction activity and final acceptance of the project, PRIME CMS will finalize, compile, organize and deliver the project construction documentation to the City. The following items, at a minimum, will be provided:

1. Pay item folders will be finalized to include pay quantity measurement records, reconciled with the final estimate.
2. Project construction daily diary reports will be organized on a month by month basis.
3. Correspondence logs will be provided with organized originals/copies on the project.
4. All contract change documents.
5. Materials testing records for each respective pay item.
6. Hand-written and/or Bluebeam PDF as-built mark-ups will be provided for the Engineer of Record to update the electronic files. No CADD as-builts have been included in this scope of services.

Construction Support

PRIME CMS will provide additional engineering support services, as deemed necessary by the City. Such services could include additional engineering/management, utility relocation assistance, communications with the public, specialized construction material acceptance recommendations and/or additional claims analysis and support.



PRIME CMS shall not be responsible for construction means, methods, techniques, sequences, procedures, construction Contractor's scheduling, or construction safety. Any review by PRIME CMS does not extend to matters of means and methods, manufacturer's special expertise and proprietary areas, and/or safety issues.

SCHEDULE

The scope of services is based on the understanding that the utility coordination will begin **June 2022**. From there, the schedule will be dictated by the actual construction schedule, which is intended to extend from **July 2022 to May 2023**.

FEE

Exhibit "A" has been attached to provide a breakdown of the fee for Task 1 as outlined in the scope of services. The total compensation for the work included in this proposal will be billed monthly as per the approved rates.

STANDARD TERMS AND CONDITIONS

Unless noted otherwise, the terms and conditions of the original agreement will apply to this proposal. If approved, the City will issue an authorized task order for the work proposed.

CLOSING STATEMENT

If the Scope of work contained herein meets with your approval PRIME CMS will commence work upon a written "Notice to Proceed". Thank you for the opportunity to work with you on this project. Please do not hesitate to call should you have any questions or comments or require any clarifications.

Sincerely,

Joseph Warino, P.E.
Senior Vice President
PRIME CMS, Inc.

Approved as to form
William M. Donnell
Director of Law



Exhibit "A"					
City of Montgomery - Pfeiffer-Deerfield Roundabout					
Classification	Anticipated Man Hours	Over Time	RATE	Units	Cost to Project
Construction Inspector	1257		\$ 60.00	Hour	\$75,428.57
Construction Inspector (OT)		157	\$ 87.00	Hour	\$13,671.43
Senior Construction Inspector	31		\$ 85.00	Hour	\$2,671.43
Construction Engineer 2	157		\$ 110.00	Hour	\$17,285.71
Project Manager	0		\$ 151.00	Hour	\$0.00
Documentation Clerk	63		\$ 57.00	Hour	\$3,582.86
Testing Technician	63		\$ 48.00	Hour	\$3,017.14
Testing Allowance	PRIME AE		\$ 5,000.00	NTE	\$5,000.00
Truck Allowance	\$40/Day @ 157 Days				\$6,285.71
					\$126,942.86
<p>July 1, 2022 Start</p> <p>May 1, 2023 Finish</p> <p>10 Month Duration</p> <p>304 Day Duration</p> <p>43 Week Duration</p> <p>12 Weeks - Winter</p> <p>31 Weeks of Work</p> <p>157 Working Days (5/7)</p>					

Exhibit "B"						
Hourly Rate Calculations Per ODOT Fixed Fee Spreadsheet						
Classification	Raw Labor Costs	117.57% Overhead	0.27% Cost of Money	ODOT Fixed Fee	Billing Rate	
Construction Inspector	\$ 25.00	\$ 29.39	\$ 0.07	\$ 5.79	\$	60.00
Construction Inspector (OT)	\$ 37.50	\$ 44.09	\$ 0.10	\$ 5.79	\$	87.00
Senior Construction Inspector	\$ 34.00	\$ 39.97	\$ 0.09	\$ 10.93	\$	85.00
Construction Engineer 2	\$ 45.00	\$ 52.91	\$ 0.12	\$ 12.22	\$	110.00
Project Manager	\$ 62.00	\$ 72.89	\$ 0.17	\$ 16.08	\$	151.00
Testing Technician	\$ 20.00	\$ 23.51	\$ 0.05	\$ 4.50	\$	48.00
Marketing Specialist	\$ 28.28	\$ 33.25	\$ 0.08	\$ 7.07	\$	69.00

Fixed Fee p r Hour by Employ

ODOT Agreement Number:	
C-R-S:	Pf ff -D f ld Ro ab
Firm Name:	PRIME Construct o Ma ageme t & S rvey

<u>Employee Name</u>	<u>Hourly Fix d F</u>	<u>Group</u>
M tt Prock	\$ 4.50	2
Derin Tin	\$ 5.79	3
Allyso B tes	\$ 7.07	4
D Durh	\$ 8.36	5
Da Todd	\$ 10.93	7
Lisa Zigmund	\$ 16.08	11

2022 CONSTRUCTION TESTING SERVICES FEE SCHEDULE

DESCRIPTION

RATE

I. Technical Personnel

Project Manager PE	\$158.00/hr.
Staff Engineer.....	\$123.00/hr.
Testing Supervisor.....	\$75.00/hr.
Field Technician (Soil/Concrete/Asphalt)	\$50.00/hr.
Construction Admin.....	\$57.00/hr.

II. Soil Testing

Moisture-Density Relationship ASTM D 698	\$150.00 ea.
Moisture-Density Relationship ASTM D 1557	\$175.00 ea.
Use of Nuclear-Density Meter ASTM D 2922.....	\$35.00/day
Use of Dynamic Penetrometer	\$100.00/day
Dynamic Penetrometer Lost Points	\$12.00 ea.
California Bearing Ratio ASTM D 1883	\$600.00 ea.
California Bearing Ratio ASTM D 1883 - w/Proctor	\$750.00 ea.
Visual Classification ASTM D 2488	\$8.00 ea.
Particle Size Analysis ASTM D 422*	\$65.00 ea.
Particle Size Analysis w/Hydrometer*	\$100.00 ea.
Moisture Content Determination ASTM D 2216	\$8.00 ea.
Atterberg Limits (Liquid & Plastic) ASTM D 43 18-64	\$65.00 ea.
Specific Gravity ASTM D 854	\$75.00 ea.
Specific Gravity of Coarse Aggregate ASTM C 127	\$75.00 ea.
Organic Content AASHTO T 267	\$40.00 ea.
Shrinkage Limits ASTM D 427	\$150.00 ea.
Unconfined Compressive Strength of Rock (ASTM D 2938)	\$60.00 ea.
Visual Classification of Rock	\$20.00/5 ft.
Ph	\$12.00 ea.

* Bulk Samples > 5 lbs. add \$30.00/test

** Recompact samples add \$50.00/test

2022 CONSTRUCTION TESTING SERVICES FEE SCHEDULE

<u>DESCRIPTION</u>	<u>RATE</u>
III. <u>Concrete Testing</u>	
Compressive Strength Test ASTM C 39.....	\$15.00 ea.
Concrete Cylinder Molds.....	\$2.00 ea.
Use of Concrete Test Equipment.....	\$35.00/day
Compressive Strength Test using "Windsor Probe" ASTM C 803	\$50.00 ea.
Use of Windsor Probe.....	\$100.00/day
Concrete Coring (2-Man Crew) ASTM C 42	\$120.00/hr.
Concrete Beams ASTM C 31	\$60.00 ea.
Use of Pavement Coring Equipment	\$100.00/day
IV. <u>Asphalt Testing</u>	
Extraction Test ASTM D 2172 and Gradation	\$300.00 ea.
Marshal Test	\$100.00 ea.
A.C/Gradation	\$220.00/hr.
Viscosity (ASTM D 977).....	\$200.00/hr.
Particle Size Analysis.....	\$75.00 ea.
Asphalt Coring (2-Man Crew) ASTM C 42.....	\$120.00/hr.
Use of Pavement Coring Equipment	\$150.00/day
V. <u>Expenses</u>	
Truck Rate	\$40/Day



OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW APPROVAL CERTIFICATE NO. 07082021-SPG-01CR

All items discussed in this Cognizant Review Approval Certificate refer, respectively, to the following:

Company Name (Consultant/Auditee):	PRIME AE GROUP, Inc. and Subsidiaries
Based on Actual Costs Incurred for Company's Year Ended:	December 31, 2020
Effective Date of Cognizant Approval (ODOT Approval Date):	July 8, 2021
Based on Independent Audit Report Issued by CPA Firm (Auditor):	Stambaugh Ness, Inc.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance.

The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates, computed based on direct labor costs incurred on A/E projects:

	Home Office	Field Office
Indirect Cost Rates:	154.98%	117.57%
Facilities Capital Cost of Money (FCCM) Rates:	0.15%	0.12%

Overtime Premium. According to the Company's established allocation methodology, as audited by the CPA:

- ☒ Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- ☐ All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.

Note: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (DOT.CostSubmissions@dot.ohio.gov). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

Manager approval by:

Scot P. Gormley

Financial Program Manager

ODOT Office of External Audits

1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223

614.644.0384

transportation.ohio.gov

For ODOT Use Only:

Posted to Master Schedule:	<input checked="" type="checkbox"/>
CSS Database Updated:	<input checked="" type="checkbox"/>
RA Tier:	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3

TO: Mayor Craig D. Margolis
Members of City Council

FROM: Terrence M. Donnellon

RE: Authorizing Agreement with Traditions VC
Developer, LLC to Accommodate Short-Term
Coverage for Minimum Service Payments in
the Vintage Club-North Project

DATE: May 13, 2022

The impact of the COVID-19 pandemic has slowed the economy and provided various challenges to the sustained growth and development of projects throughout the Greater Cincinnati area. This impact is not unique to the Vintage Club-North Project, which has fallen behind its projections, but is now being revitalized to complete the anticipated project and return to the schedule for development.

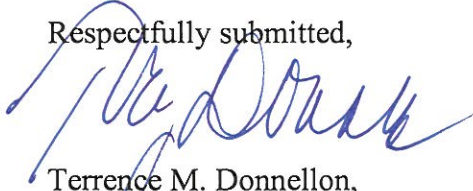
Tied to the Vintage Club-North Project were certain Special Obligation Revenue Bonds issued by the City and secured by a separate Service Agreement, which funds were used for public improvements in the Vintage Club-North Project. Initial projections have stalled, and Traditions has asked for temporary assistance to improve their cashflow by asking for the City to contribute a portion of the Minimum Service Payment liabilities during a short period of time to allow Traditions to devote their cash and capital to revitalizing the project.

The attached Resolution will authorize the City Manager to enter into a Forbearance Agreement, a copy of which is attached. This is not a modification, nor an amendment to the underlying Service Agreement, but is a temporary accommodation to free-up cashflow to the Developer which will then be recovered in installment payments over a period of three years.

The substance of the Agreement authorizes the City to contribute up to fifty percent (50%) of the Minimum Service Payment liabilities due June 1, 2022 through December 31, 2023. The City's liability is capped according to the schedule with Traditions matching that payment and, if it should occur, paying any tax delinquencies during the period of time. The total contributions would then be allocated over a short period of time to be repaid by Traditions commencing July 1, 2024. All

monies repaid by Traditions would continue to be held in the Vintage Club funds to be used as anticipated within the Service Agreement for either further improvements or to offset future debts.

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 NEGOTIATE
AND EXECUTE AN AGREEMENT WITH TRADITIONS VC DEVELOPER, LLC
TO ACCOMMODATE SHORT-TERM COVERAGE FOR MINIMUM SERVICE
PAYMENTS IN THE VINTAGE CLUB-NORTH PROJECT**

WHEREAS, Council by Resolution No. 43, 2017, as amended by Resolution No. 5, 2018, authorized the City Manager to execute a Service Agreement governing the Vintage Club-North Project; and

WHEREAS, under the terms of such Service Agreement, certain properties within the Vintage Club-North Project area were pledged to secure Statutory Service Payments for Special Obligation Revenue Bonds, Series 2018, issued by the City to support public improvements necessary for the successful development of the Vintage Club-North Phase II Project; and

WHEREAS, due to unforeseen delays caused in part by the unprecedented pandemic and resulting market changes, the Project development has temporarily slowed down triggering Minimum Service Payment liability under the terms of the Service Agreement; and

WHEREAS, to accommodate Traditions VC Developer, LLC to improve cashflow and the use of capital to revitalize the Project, the Administration has proposed that the City enter into a Forbearance Agreement, a copy of which is attached hereto, to defer a portion of the Minimum Service Payments due from Traditions VC Developer, LLC, and to recover those payments in a more manageable installment plan over a period of three years.

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

SECTION 1. The City Manager is authorized to execute the attached Forbearance Agreement, and any related necessary documents, to accommodate Traditions VC Developer, LLC in the continuing development of the Vintage Club-North Project. It is noted that the Forbearance Agreement is not forgiveness of the debt, nor waiving payment of the debt, but provides for the City to contribute on a short-term basis a portion of the Minimum Service Payments to sustain and revitalize the success of the Project. Consistent with the terms of the Forbearance Agreement, any contributions paid by the City shall be paid and recovered from Traditions VC Developer, LLC in the short-term.

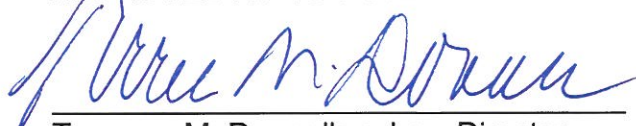
SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

Space above this line for recording information

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into by and between the **City of Montgomery, Ohio**, an Ohio municipal corporation, 10101 Montgomery Road, Montgomery, Ohio 45242 (the "City") and **Traditions VC Developer, LLC**, an Ohio limited liability company, 4000 Executive Park Drive, Cincinnati, Ohio 45241 ("Traditions").

WHEREAS, the City with Traditions as Developer and Owner, and Hunting Hill, LLC, an Ohio limited liability company, as an Owner, entered into a Service Agreement dated March 21, 2018, pledging certain Statutory Service Payments, as defined within the Service Agreement, arising from real estate owned by Traditions and Hunting Hill, LLC to be developed in an area defined as Vintage Club Phase II within the Service Agreement; and

WHEREAS, the Statutory Service Payments pledged within the Service Agreement were intended to secure repayment of certain Special Obligation Revenue Bonds, Series 2018 (Vintage Club Phase II Project) ("Bonds"), issued by the City to support certain public improvements necessary for the successful development of the Vintage Club Phase II Project; and

WHEREAS, Hunting Hill, LLC has since sold its entire interest in the Vintage Club Phase II property and no longer has any obligations under the Service Agreement, which

obligations, according to the Service Agreement, are now assumed by subsequent Owners; and

WHEREAS, Traditions did pledge to pay Minimum Service Payments, as defined within the Service Agreement, if the amount of the Statutory Service Payments were insufficient during the term of the Service Agreement to meet the Annual Debt Service amounts for the Bonds and the required compensation due Sycamore Community School District; and

WHEREAS, certain outside economic factors have negatively influenced the progressive development of the project, including specifically the devastating impact of the COVID-19 pandemic, which outside economic factors have slowed the construction of Phase II, the result of which is Traditions is now exposed under the Service Agreement to the Minimum Service Payments to secure repayment of the Debt Service for the Bonds; and

WHEREAS, the City previously advanced One Hundred Forty-One Thousand Five Hundred Seventy-Nine Dollars (\$141,579) to fund the Minimum Service Payments due in calendar year 2021; and

WHEREAS, Traditions has asked the City for short-term assistance to share some of the Minimum Service Payment liability for calendar years 2022 and 2023, which period of time shall be considered the Forbearance Period; and

WHEREAS, the purpose of this Forbearance Agreement is to outline certain terms and conditions for Traditions to remain liable for the Minimum Service Payments in accordance with the Service Agreement, but to free up Traditions' assets to continue to develop the Vintage Club Phase II Project. Traditions has projected the project Private Improvements will achieve sustainable value in the near term so that Statutory Service Payments will equal the Minimum Service Payment amount and repayment of the Bond liability will occur without disruption.

NOW THEREFORE, based upon the above premises, and the terms and conditions as outlined herein, the City and Traditions agree as follows:

1. **Defined Terms.** All defined terms outlined herein shall have the same meaning as such defined terms appear in the Service Agreement unless otherwise noted or separately defined in this Forbearance Agreement.

2. **Previous Minimum Service Payment Contribution.** As noted herein, the City has advanced One Hundred Forty One Thousand Five Hundred Seventy Nine Dollars (\$141,579) to fund the Minimum Service Payments to pay a portion of the Minimum Service Payments due in calendar year 2021. With the first half settlement of delinquent taxes received in 2022, the City has recovered One Hundred Twenty Three Thousand Nine Hundred Twenty Two Dollars (\$123,922) of this amount leaving a balance advanced by the City of Seventeen Thousand Six Hundred Fifty Seven Dollars (\$17,657). This Seventeen Thousand Six Hundred Fifty Seven Dollars (\$17,657) will be added to the City's contribution to Minimum Service Payments as defined within and outlined in Paragraph 3 below to be repaid by Traditions to the City. The City agrees that the City will not impose nor collect a late payment penalty from Traditions upon this deferred Minimum Service Payment amount during the term of this Forbearance Agreement so long as Traditions remains current in its payments outlined within this Forbearance Agreement.

3. **Traditions Contribution during Forbearance Period.** Traditions agrees to the following schedule of payments ("Forbearance Payments") to meet in part the Minimum Service Payment liabilities during the Forbearance Period:

June 1, 2022	\$40,000
December 1, 2022	\$54,100
June 1, 2023	\$47,000
December 1, 2023	\$68,500

During the Forbearance Period outlined above, the City shall fund to the Trustee the difference between the Forbearance Payments paid by Traditions as outlined above and the Minimum Service Payment liability according to the schedule for debt Service Payments for the bonds as provided by the Service Agreement. The total amount of the monies paid by the City during this Forbearance Period shall be added to the sum as outlined in Paragraph 2 above, which combined shall be the Deferred Forbearance Liability.

4. **Deferred Forbearance Liability.** The sum of monies as advanced by the City to cover Minimum Service Payments as outlined in Paragraphs 2 and 3 above through December 31, 2023 shall be the Deferred Forbearance Liability. Commencing July 1, 2025, the total sum of the Deferred Forbearance Liability shall be repaid by Traditions to the City in Six (6) equal semi-annual installments payable July 1, 2025, January 1, 2026, July 1, 2026, January 1, 2027, July 1, 2027 and January 1, 2028. So long as Traditions remains current in the payment of the semi-annual installments of the Deferred Forbearance Liability, and so long as Traditions remains current according to the terms of the Service Agreement with Minimum Service Payments, the City will defer action to call upon the Letter of Credit and waive its rights under Section 3(D) of the Service Agreement to impose and collect a late payment charge from Traditions in the amount of Ten Percent (10%) per annum. Should Traditions default in any scheduled installment payment of the Deferred Forbearance Liability, or should Traditions default in the payment of the separate Minimum Service Payment liability under the Service Agreement, the Ten Percent (10%) late payment charge shall be imposed upon all monies then due and owing, and the City reserves its right to then declare Traditions as Developer to be in default of the Service Agreement and to exercise all rights according to the Service Agreement.

If Traditions should sell any portion of the undeveloped land within the Vintage Club II project area, specifically Auditor's parcel 603-0A23-0231, which land secures the payment of the Statutory Service Payments, any unpaid balance of the Deferred Forbearance Liability shall, at the City's option, be due and payable immediately

unless the Purchaser or Transferee, to the City's sole satisfaction, accepts and assumes the Deferred Forbearance Liability.

5. **Deferred Right to Recover Minimum Service Payment.** Under Section 3, Paragraph (C) of the Service Agreement, when the Statutory Service Payments exceed the Minimum Service Amount, the excess amount may be used in part to reimburse Traditions as Developer for any Minimum Service Payment Traditions has paid. While Traditions may recover the Minimum Service Payment, including the Deferred Forbearance Liability, under the terms of Section 3(C) of the Service Agreement, the parties agree that until such time as the accumulated excess Statutory Service Payments exceeds the amount of the Deferred Forbearance Liability to be paid by Traditions as provided herein, Traditions shall not be entitled to recover such Deferred Forbearance Liability as Minimum Service Payments paid by Traditions under the terms of the Service Agreement. Deferring this right of recovery will allow the City to properly accumulate excess Statutory Service Payments within the accounting fund for the Vintage Club Phase II project to support either further improvements in the project area or to accumulate funds to defease the Bonds as is the City's option according to the Service Agreement.

6. **Reaffirmation of Service Agreement.** This Forbearance Agreement is intended to provide temporary relief to Traditions as Developer and Owner under the Service Agreement, and is not intended in any way to relieve Traditions of its liability under the Service Agreement nor to extend the terms and conditions of the Service Agreement in any way. This Forbearance Agreement may be considered as a modification or amendment to the Service Agreement as permitted under Section 24 of the Agreement, and the parties agree that the City shall have right to record this Forbearance Agreement as an amendment to the Service Agreement as may be necessary to secure the City's rights to repayment of the Forbearance Deferred Payments. All other terms and conditions of the Service Agreement which have not been modified herein are hereby ratified and reaffirmed.

CITY OF MONTGOMERY, OHIO,
an Ohio municipal corporation

By: _____

Brian K. Riblet
Its: City Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this ____ day of _____, 2022, personally appeared before me, a Notary Public in and for the State of Ohio, City of Montgomery, Hamilton County, Ohio, by Brian K. Riblet, known to be the City Manager of said City and duly authorized in the premises, who acknowledged the signing and sealing of the said Forbearance Agreement for himself and on behalf of said City, to be his voluntary act and deed, and the voluntary act and deed of said City.

Notary Public

My commission expires: _____

TRADITIONS VC DEVELOPER, LLC,
an Ohio limited liability company

By: _____

Thomas H. Humes
Its: Managing Member

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this ____ day of _____, 2022, personally appeared before me, a Notary Public in and for the State of Ohio, Traditions VC Developer, LLC, an Ohio limited liability company, by Thomas H. Humes, known to be the Managing Member of said company and duly authorized in the premises, who acknowledged the signing and sealing of the said Forbearance Agreement for himself and on behalf of said company, to be his voluntary act and deed, and the voluntary act and deed of said company.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

Terrence M. Donnellon,
Law Director

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

City of Montgomery
City Council Business Session Minutes
May 4, 2022

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
John Crowell, Police Chief
Tracy Henao, Asst. City Manager
Matthew Vanderhorst, Community and Information Services Director
Paul Wright, Fire Chief
Connie Gaylor, Clerk of Council
Julie Machon, Recreation Director

City Council Members Present

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

Council Members Absent

Ron Messer

City Council its Business Session for May 4, 2022 at 7:00 p.m. at City Hall with Mayor Margolis presiding.

ROLL CALL

Mayor Margolis asked for a roll call.

All members were present except for Mr. Messer. Mayor Margolis asked for a motion to excuse Mr. Messer as he was on vacation.

Mr. Cappel made a motion to excuse Mr. Messer's absence. Vice Mayor Bissmeyer 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 second reading. 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, Margolis, Naiman, Suer	(6)
NAY:	(0)
ABSENT: Messer	(1)

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

City Council Business Session Minutes
May 4, 2022
Page 2

NEW LEGISLATION

A Resolution Recognizing The Month Of May 2022 As National Historic Preservation Month in The City Of Montgomery

Vice Mayor Bissmeyer moved to read the Resolution by title only.

Mr. Cappel seconded. City Council unanimously agreed.

Vice Mayor Bissmeyer explained that information has been previously supplied on this Resolution that, if approved, will recognize the month of May as National Historic Preservation Month in the City of Montgomery.

Vice Mayor Bissmeyer asked if there were any updates.

Ms. Henao replied there were none.

The roll was called and showed the following vote:

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

A Resolution Authorizing An Application For Grant Funding To The Ohio Department Of Natural Resources/Natureworks

Mrs. Naiman moved to read the Resolution by title only.

Mr. Cappel seconded. City Council unanimously agreed.

Mrs. Naiman explained that information has been previously supplied on this Resolution that is required by ODNR for the NatureWorks Grant program application to replace a portion or portions of playground equipment in Swaim Park. \$125,000 is budgeted in the 2022 Capital Improvement Program in account 410.303.5470.

Mrs. Naiman asked if there were any updates.

Mr. Riblet replied there were none.

The roll was called and showed the following vote:

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

A Resolution Ratifying A Pool Management And Maintenance Agreement With Swimsafe Pool Management, Inc. And Approving An Amendment To Such Agreement For The 2022 Season

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

Mr. Cappel seconded. City Council unanimously agreed.

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

City Council Business Session Minutes

May 4, 2022

Page 3

Mr. Dobrozsi explained that information has been previously supplied on this Resolution that, if approved, would amend the 2022 contract amount to an additional amount of \$30,928.00, thus bringing the contract total for 2022 to \$162,888.00. In March 2022, SwimSafe Pool Management contacted staff and indicated that the contractual amount of \$131,960.00 for 2022 would be insufficient due to a significant increase in chemicals as well as staffing rates as a result of the pandemic.

Mr. Dobrozsi asked if there were any updates.

Ms. Machon replied there were none.

Mr. Suer asked Ms. Machon if she was supportive of the increase and continuing with SwimSafe as the pool management fell under her role of Recreation Director. She replied she was a 100% supportive.

The roll was called and showed the following vote:

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

NAY: (0)

ABSENT: Messer (1)

An Ordinance Providing for The Issuance of Not to Exceed \$7,500,000 Of Notes by The City of Montgomery, Ohio, For the Purpose of Making Public Infrastructure Improvements Within the City and Declaring an Emergency

Mr. Dobrozsi recused himself from the discussion and any vote to approve the legislation as he does for any legislation related to the Montgomery Quarter due to any possible professional conflicts.

Mr. Suer moved to read the Ordinance by title only.

Mr. Cappel seconded. City Council unanimously agreed.

Mr. Donnellon explained that Mr. Dobrozsi could vote on the suspension of the rules as that was a procedural vote and not a vote to approve the Ordinance itself.

Mr. Dobrozsi rejoined Council.

Mr. Suer read the title and moved to suspend the rules requiring reading of the Ordinance on three separate occasions.

The roll was called and showed the following vote to suspend the rules:

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

NAY: (0)

ABSENT: Messer (1)

Mr. Dobrozsi then recused himself from the formal vote to approve the Ordinance as he does for any legislation related to the Montgomery Quarter due to any possible professional conflicts.

Mr. Suer explained that information has been previously supplied on this Ordinance that, if approved, will refinance certain Bond Anticipation Notes related to funding construction and engineering services for the Montgomery Quarter Project. The Notes must either be paid in full or refinanced within the second quarter of this

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

City Council Business Session Minutes

May 4, 2022

Page 4

year. It is recommended that the City refinance the Notes for another year due to the fluctuating financial markets. In the future, once the Montgomery Quarter Project through at least Stage 1 has been completed, the City can make the decision to issue permanent Notes to be repaid with revenues generated from the completed project. With the current market fluctuations, the Ordinance is being passed as an emergency to give our financial advisors the maximum flexibility to price the Bonds and complete refinancing.

The roll was called and showed the following vote:

AYE: Naiman, Suer, Cappel, Bissmeyer, Margolis	(5)
NAY:	(0)
ABSENT: Messer	(1)
ABSTAIN: Dobrozsi	(1)

Mr. Dobrozsi rejoined Council.

A Resolution Authorizing An Agreement With Enterprise Fleet Management Through Sourcewell To Lease Motor Vehicles To Support City Services

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

Mr. Cappel seconded. City Council unanimously agreed.

Mr. Suer explained that information has been previously supplied on this Resolution that, if approved, would authorize an agreement with Enterprise Fleet Management, Inc. to implement a Fleet Management Program. Enterprise Fleet Management, Inc. utilizes the Sourcewell Cooperative Purchasing Program, which is similar to the Ohio Cooperative Purchasing Program, and the City of Montgomery is a member.

Mr. Suer asked if there were any updates.

Mr. Riblet replied there were none.

The roll was called and showed the following vote:

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

ADMINISTRATION REPORT

Mr. Riblet reported the following items:

- City Council Work Session is scheduled for Wednesday, May 18 at 7:00 p.m.
- As a reminder, B & C Chair Updates begin at the May 18 meeting and will be held prior to the June 1 and June 22 meetings. Updates scheduled for May 18 are as follows:
 - MJ Byrnes- BZA-6:00 p.m.
 - Larry Schwartz- Landmarks 6:15 p.m.
 - Tammy Moore-Parks & Recreation 6:30 p.m.
 - Marcallene Shockey- Sister Cities 6:45 p.m.

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

City Council Business Session Minutes

May 4, 2022

Page 5

- The Parks and Recreation, Government Affairs and Public Works Committees have cancelled their meetings for the month of May.
- Prior to the June 22 Work Session, a Public Hearing is requested to be held at 6:45 p.m. for the presentation of the 2023 Tax Budget. This is a requirement by the State of Ohio. This presentation was previously made to the Financial Planning Committee at the May 2 meeting.

Mr. Cappel made a motion to commence with the Work Session immediately following the conclusion of the Public Hearing. Mr. Dobrozsi seconded. City Council unanimously agreed.

- Amy Frederick is in Charlottesville, VA this week attending LEAD at the University of Virginia. This is the first time this training has been held in person since the pandemic in 2019. We are excited to hear of Amy's experience when she returns. It has always been a valuable training for our staff.
- Tuesday, May 3, Council member Dobrozsi and Mr. Riblet had an opportunity to provide a State of the City presentation to the Rotary Club of Northeast Cincinnati. The presentation went well with lots of questions. The Rotary Club is a tremendous partner with the City and can be found at many of our City sponsored events: Beautification Day, July 3 & 4 and Bastille Day.
- The first of a series of Mental Health Meetings open to the public will be held on Thursday May 12 at Terwilliger Lodge. The National Alliance of Mental Illness (NAMI) will be our featured organization and will speak on Mental Illness, Diagnosis and treatment. There will be two more sessions in the 2022 series held on August 16 and October 27.

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

- The City Hall Public Service Recognition Luncheon will be held this Friday, May 6 11:30 a.m. to 1:00 p.m. at Swaim Lodge.
- Beautification Day is scheduled for Saturday, May 14 from 9:00 to 11:00 a.m.
- A retirement luncheon is planned for Terry Willenbrink on Friday, May 20 from 11:00 am to 2:00 p.m.
- The Public Works Recognition Breakfast is scheduled for Thursday, May 26 from 7:30-9:00 at the Public Works Facility

Mr. Riblet requested an Executive Session for matters related to preparing for negotiations with public employees And to consider compensation of public employees.

APPROVAL OF MINUTES

Mayor Margolis asked for a motion to approve the April 20, 2022 Work Session minutes.

Mr. Cappel moved to approve the minutes as written. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

MAYOR'S COURT REPORT

Mayor Margolis asked for a motion to accept the April Mayors Court collections in the amount of \$6,535.00

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

City Council Business Session Minutes

May 4, 2022

Page 6

Mr. Cappel moved to accept the Mayors Court collections for the month of April in the amount of \$6,535. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

OTHER BUSINESS

Mayor Margolis reported the following:

- His attendance to a Hamilton County EMA meeting and related discussions
- His interview at Twin Lakes regarding MCLA and Mental Health initiative
- His attendance to a Braver Angels Workshop
- His attendance to a Hamilton County Public Works Committee
- He will be out of town from May 5 through May 11, 2022

Mr. Suer stated that he recently visited the Bridge Park area in Dublin, Ohio and was impressed with its mixed amenities and looks forward to how the Montgomery Quarter being completed.

EXECUTIVE SESSION

Mayor Margolis asked if there was any further business to discuss in Public Session. There being none he asked for a motion to adjourn to Executive Session for matters related to preparing for negotiations with public employees and to consider compensation of public employees.

Mr. Dobrozsi made a motion to adjourn into Executive Session for matters related to preparing for negotiations with public employees and to consider compensation of public employees. Mr. Cappel seconded.

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

The roll was called and showed the following vote:

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

NAY: (0)

ABSENT: Messer (1)

City Council adjourned into Executive Session at 7:25 p.m.

City Council reconvened into Public Session at 8:12 p.m.

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

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

City Council adjourned at 8:13 p.m.

Connie Gaylor, Clerk of Council

May 13, 2022

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief 

Subject: Liquor Permit

I am in receipt of two notifications from the Ohio Division of Liquor Control, for Z Wine & Cheeze, LLC at 7823 Cooper Road for a D2 and D5 permit which will replace their previously issued C1, C2 and D8 licenses that permitted the sale of samples and carry out until 1:00 a.m. The new licenses will now allow dine in service of regular size beverages as well as carry-out sales until 1:00 a.m. of beer and wine.

I am not aware of any information that would cause the City of Montgomery to object to the issuance of this permit or any need to request a hearing.

Should you have any questions, please do not hesitate to contact me.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

9962491		N		Z WINE & CHEEZE LLC	
PERMIT NUMBER		TYPE		7823 COOPER RD	
ISSUE DATE				MONTGOMERY OHIO 45242	
04 29 2022					
FILING DATE					
D2					
PERMIT CLASSES					
31	264	A		D37246	
TAX DISTRICT				RECEIPT NO.	

FROM 05/03/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.



MAILED 05/03/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/03/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A N 9962491

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL
10101 MONTGOMERY RD
MONTGOMERY OHIO 45242

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

9962500		NEW		Z WINE & CHEEZE LLC DBA Z WINE & CHEEZE Z PLACE 7823 COOPER RD MONTGOMERY OH 45242	
PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
04 05 2022					
D5		PERMIT CLASSES			
31 264 A		D36564			
TAX DISTRICT		RECEIPT NO.			

FROM 04/26/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 04/26/2022 RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/27/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 9962500**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL
10101 MONTGOMERY RD
MONTGOMERY OHIO 45242