

October 28, 2022

TO: Mayor and City Council Members

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

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

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, November 2, 2022 at 7:00 p.m.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations
  - a. Cody Carlson and Eric Deidesheimer will be introduced to City Council as new Service Worker I staff members in the Public Works Department
  - b. Christopher Smitherman, former Vice Mayor of City of Cincinnati, will meet City Council and provide an update of his campaign efforts for the Hamilton County Commissioner seat at the upcoming election
5. Guest and Residents
6. Legislation for Consideration this Evening

*Move to read all legislation by title only*

*Voice Vote*

Pending Legislation

- a. An Ordinance Accepting Dedicated Streets Within The City—(Mr. Cappel-3<sup>rd</sup> Reading) Information has been previously supplied on this Ordinance that, if approved, would formally accept various streets within the City of Montgomery which have been dedicated for public use but had never been properly accepted. Several years ago, we updated the Hamilton County records to reflect various

streets within the City which had been dedicated on the various subdivision plats. However, the Developer had not followed through to have the streets accepted after construction was complete.

*Move for passage of the Ordinance*

*Roll Call Vote*

- b. An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2023—(Mr. Suer-2<sup>nd</sup> Reading) Information has been previously supplied on this Ordinance that, if approved, would establish the City's budget for fiscal year 2023. These documents were presented to and reviewed with City Council at the September 15 Budget Review meeting.

*Move for passage of the second reading of the Ordinance*

*Roll Call Vote*

*The third reading will be at the December 7, 2022 Business Session with adoption requested at that meeting.*

- c. An Ordinance for The Allocation of Earnings Tax Revenues and Amending Section 44.14 of The Montgomery Code of Ordinances—(Mr. Suer-2<sup>nd</sup> Reading) Information has been previously supplied on this Ordinance that, if approved, would adjust the allocation of the City's Earnings Tax Revenues. The current allocation is: 80% of Earnings Tax revenues to the General Fund and 20% to the Capital Improvement Fund. The proposed reallocation would provide 75% of the Earnings Tax revenues to the General Fund, 20% to the Capital Improvement Fund and 5% to the General Bond Retirement Fund.

*Move for passage of the second reading of the Ordinance*

*Roll Call Vote*

*The third reading will be at the December 7, 2022 Business Session with adoption requested at that meeting.*

#### New Legislation

- a. A Resolution Accepting the Transfer of Real Property from the Montgomery Community Improvement Corporation and Designating such property as a Municipal Park and Recreation Area—(Vice Mayor Bissmeyer) Information has been previously supplied on this Resolution that, if approved, will designate the Montgomery Quarter Park as parkland, and consistent with the grant from ODNR states that we must maintain it as parkland for a minimum of 15 years. This is the companion legislation to the recent Resolution passed by The Montgomery Community Improvement Corporation completing the transfer of the Montgomery Quarter Park from the MCIC to the City. The City has been working to develop the

Park, which is near completion, and the City will need to own the Park as a Public Improvement. Our Code requires when we receive property that we designate it for its specific purpose. There is no plan at this time to transfer the Park for any other purpose than a public park.

*Move for passage of the Resolution*

*Voice Vote*

*Explain*

*Roll Call Vote*

- b. A Resolution Authorizing A Contract With Patented Acquisition Corporation D/B/A Think Patented For Design And Production Services—(Mr. Dobrozsi) Information has been preciously supplied on this Resolution that, if approved, would authorize the City Manager to extend the current contract with Think Patented for the 2023 fiscal year for the design and printing of the Montgomery Bulletin and City Calendar. The current annual cost for the Montgomery Bulletin and City Calendar is estimated to be approximately \$62,000 by the end of 2022. The estimated cost for 2023 is \$65,414.

*Move for passage of the Resolution*

*Voice Vote*

*Explain*

*Roll Call Vote*

- c. An Ordinance Terminating Assessments For The Reserve Of Montgomery And Declaring An Emergency—(Vice Mayor Bissmeyer) Information has been preciously supplied on this Ordinance that, if approved, would terminate Assessment #38-613 for the Reserve of Montgomery that was established in 1994 and was paid off early by the City of Montgomery due to the refinancing of bonds issued at a lower interest rate for the assessment. Any balance in the fund would be refunded to the property owners.

*Move suspension of the second and third readings*

*Roll Call Vote*

*Move for passage of the Ordinance as an Emergency*

*Explain*

*Roll Call Vote*



- d. A Resolution Authorizing The City Manager To Execute A Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement With The Ohio Department Of Natural Resources—(Mr. Suer) Information has been preciously supplied on this Resolution that, if approved, would authorize a grant agreement with ODNR for grant funds associated with construction of a public park within the Montgomery Quarter project site.

*Move for passage of the Resolution*

*Voice Vote*

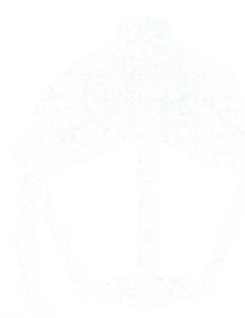
*Explain*

*Roll Call Vote*

7. Administration Report
8. Minutes-October 19, 2022 Work Session
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

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

C: Connie Gaylor, Executive Assistant/Clerk of Council  
Department Heads  
Terry Donnellon, Law Director





November 2, 2022

City Hall

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
  - a. Cody Carlson and Eric Deidesheimer will be introduced to City Council as new Service Worker I staff members in the Public Works Department
  - b. Christopher Smitherman, former Vice Mayor of City of Cincinnati, will meet City Council and provide an update of his campaign efforts for the Hamilton County Commissioner seat at the upcoming election
5. Guest and Residents
6. Legislation for Consideration for this Evening

*Move to read all legislation by title only*

*Voice Vote*

Pending Legislation

- a. An Ordinance Accepting Dedicated Streets Within The City—(Mr. Cappel-3<sup>rd</sup> Reading)  
*Move for passage of the Ordinance*  
*Roll Call Vote*
- b. An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2023—(Mr. Suer-2<sup>nd</sup> Reading)

*Move for passage of the second reading of the Ordinance*

*Roll Call Vote*

*The third reading will be at the December 7, 2022 Business Session with adoption requested at that meeting.*

- c. An Ordinance for The Allocation of Earnings Tax Revenues and Amending Section 44.14 of The Montgomery Code of Ordinances—(Mr. Suer-2<sup>nd</sup> Reading)

*Move for passage of the second reading of the Ordinance*

*Roll Call Vote*

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#### New Legislation

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*Move for passage of the Resolution*

*Explain*

*Roll Call Vote*

- b. A Resolution Authorizing A Contract With Patented Acquisition Corporation D/B/A Think Patented For Design And Production Services—(Mr. Dobrozsi)

*Move for passage of the Resolution*

*Explain*

*Roll Call Vote*

- c. An Ordinance Terminating Assessments For The Reserve Of Montgomery And Declaring An Emergency—(Vice Mayor Bissmeyer)

*Move suspension of the second and third readings*

*Roll Call Vote*

*Move for passage of the Ordinance as an Emergency*

*Explain*

*Roll Call Vote*

- d. A Resolution Authorizing The City Manager To Execute A Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement With The Ohio Department Of Natural Resources—(Mr. Suer)

*Move for passage of the Resolution*

*Explain*

*Roll Call Vote*

7. Administration Report

8. Approval of Minutes – October 19, 2022 Work Session

9. Mayor's Court Report

10. Other Business

11. Executive Session

12. Adjournment

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



**ORDINANCE NO.                      , 2022**

**AN ORDINANCE ACCEPTING DEDICATED STREETS WITHIN THE CITY**

**WHEREAS**, by Ordinance 6, 2016, recorded in Hamilton County Official Records at Book 13356, Page 02025, the City did accept various streets throughout the community which had been dedicated in various subdivision plats filed with the City and the County, but had not been properly documented as accepted; and

**WHEREAS**, in a comprehensive review of streets within the City, it was discovered that there were additional dedicated, but not accepted streets within the City, which parcels were dedicated by the subdivision developer, but remained in the name of the subdivision developer; and

**WHEREAS**, Council does desire by enacting this Ordinance to take the appropriate steps to accept these streets which have been inspected and recommended for acceptance by the Director of Public Works.

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

**SECTION 1.** The following parcels identified in the records of the Hamilton County Auditor and properly dedicated on a recorded plat for the City of Montgomery are hereby accepted as public improvements to be retained and maintained by the City of Montgomery, Ohio:

<b><u>Parcel No.</u></b>	<b><u>Subdivision</u></b>	<b><u>Record Owner</u></b>
603-0014-0093	Fairwind Acres	Hare Kett Development Co.
603-0023-0333	Reserve of Montgomery	Traditions Investments I, Inc.
603-0023-0347	Reserve of Montgomery	Traditions Investments I, Inc.
603-0023-0411	Reserve of Montgomery	Traditions Investments I, Inc.
603-0024-0358	Tanager Woods	Simpson Creek Construction Co.
603-0025-0059	Weller Station	Murphy Development Co.

**SECTION 2.** The City Manager or his designee is authorized to execute such additional documentation as may be necessary to implement the dedication and acceptance of these public streets.

**SECTION 3.** The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Auditor and Recorder of Hamilton County, Ohio to place these Ordinances of public record to allow the books and records of Hamilton County, Ohio to show that the portion of these streets are now dedicated to public use and are hereby accepted by the City of Montgomery.

**SECTION 4.** All Ordinances or parts of Ordinances inconsistent herewith are hereby appropriately amended and/or repealed.

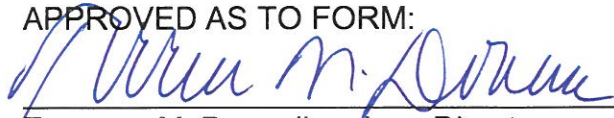
**SECTION 5.** This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

ORDINANCE NO. \_\_\_\_\_, 2022

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND  
OTHER EXPENDITURES OF THE CITY OF MONTGOMERY, STATE OF OHIO,  
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023**

**WHEREAS**, Council previously did approve and submit to the Budget Commission a Budget for revenues and expenses for the fiscal year commencing January 1, 2023 and ending December 31, 2023; and

**WHEREAS**, the proposed Budget has been accepted and approved, and Council does desire to appropriate funds according to the Budget to meet current expenses and other expenditures for the 2023 fiscal year.

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

**SECTION 1.** Commencing January 1, 2023 and for the fiscal year ending December 31, 2023, in order to provide for the current expenses and other expenditures of the City, the sums detailed on the attached Budget schedule are hereby appropriated as if such schedule is fully set forth herein.

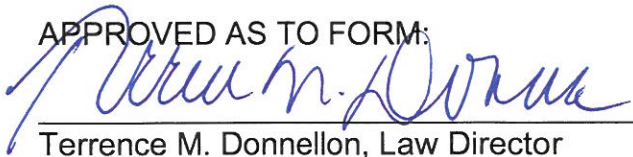
**SECTION 2.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director



## Attachment to 2023 Appropriation Ordinance

General Fund		
101 Police Department	Personnel	3,971,201
	Nonpersonnel	359,300
	<b>Total</b>	<b>\$4,330,501</b>
106 Disaster Services	Personnel	0
	Nonpersonnel	9,300
	<b>Total</b>	<b>\$9,300</b>
201 Public Health and Welfare	Personnel	59,000
	Nonpersonnel	0
	<b>Total</b>	<b>\$59,000</b>
301 Recreation	Personnel	276,506
	Nonpersonnel	109,974
	<b>Total</b>	<b>\$386,480</b>
303 City Parks	Personnel	370,346
	Nonpersonnel	332,500
	<b>Total</b>	<b>\$702,846</b>
317 Swaim and Terwilliger Lodges	Personnel	0
	Nonpersonnel	51,100
	<b>Total</b>	<b>\$51,100</b>
321 Special Events	Personnel	0
	Nonpersonnel	132,000
	<b>Total</b>	<b>\$132,000</b>
405 Landmarks Commission	Personnel	0
	Nonpersonnel	14,250
	<b>Total</b>	<b>\$14,250</b>
406 City Beautiful	Personnel	0
	Nonpersonnel	164,386
	<b>Total</b>	<b>\$164,386</b>
407 Development	Personnel	440,580
	Nonpersonnel	618,900
	<b>Total</b>	<b>\$1,059,480</b>
408 Planning Commission	Personnel	0
	Nonpersonnel	142,400
	<b>Total</b>	<b>\$142,400</b>
409 Historical Building Operations	Personnel	0
	Nonpersonnel	49,400
	<b>Total</b>	<b>\$49,400</b>
701 City Administration	Personnel	729,206
	Nonpersonnel	39,300
	<b>Total</b>	<b>\$768,506</b>
702 Finance Department	Personnel	706,469
	Nonpersonnel	127,737
	<b>Total</b>	<b>\$834,206</b>
703 Legal Administration	Personnel	0
	Nonpersonnel	240,500
	<b>Total</b>	<b>\$240,500</b>

705 City Council	Personnel	11,496
	Nonpersonnel	18,000
	<b>Total</b>	<b>\$29,496</b>
707 Mayor's Court	Personnel	35,136
	Nonpersonnel	75,500
	<b>Total</b>	<b>\$110,636</b>
708 Civil Service Commission	Personnel	0
	Nonpersonnel	5,150
	<b>Total</b>	<b>\$5,150</b>
709 Public Works Administration	Personnel	617,707
	Nonpersonnel	163,800
	<b>Total</b>	<b>\$781,507</b>
712 Community and Information Services	Personnel	414,396
	Nonpersonnel	149,600
	<b>Total</b>	<b>\$563,996</b>
715 General Government	Personnel	10,000
	Nonpersonnel	2,733,125
	<b>Total</b>	<b>\$2,743,125</b>
<b>Total General Fund Transfers/Cash Advances Out</b>		<b>542,550</b>
<b>Total General Fund</b>	Personnel	7,642,043
	Nonpersonnel	5,536,222
	<b>Total</b>	<b>13,178,265</b>

**Special Revenue Funds**

219 Community Oriented Policing Solutions	Personnel	153,868
	Nonpersonnel	3,650
	<b>Total</b>	<b>\$157,518</b>
220 Law Enforcement Assistance Fund	Personnel	1,000
	Nonpersonnel	1,000
	<b>Total</b>	<b>\$2,000</b>
223 Fire Department	Personnel	4,235,173
	Nonpersonnel	1,970,819
	<b>Total</b>	<b>\$6,205,992</b>
261 Street Maintenance and Repair	Personnel	784,296
	Nonpersonnel	369,938
	<b>Total</b>	<b>\$1,154,234</b>
209 Memorial Fund	Personnel	0
	Nonpersonnel	6,500
	<b>Total</b>	<b>\$6,500</b>
210 Parks & Recreation	Personnel	0
	Nonpersonnel	500
	<b>Total</b>	<b>\$500</b>
215 Law Enforcement	Personnel	0
	Nonpersonnel	354,500
	<b>Total</b>	<b>\$354,500</b>
216 Drug Enforcement	Personnel	0
	Nonpersonnel	400
	<b>Total</b>	<b>\$400</b>

217 DUI Enforcement and Education	Personnel	0
	Nonpersonnel	10,500
	<b>Total</b>	<b>\$10,500</b>
218 Mayor's Court Technology Fund	Personnel	0
	Nonpersonnel	10,325
	<b>Total</b>	<b>\$10,325</b>
222 Pandemic Relief Fund	Personnel	0
	Nonpersonnel	350,000
	<b>Total</b>	<b>\$350,000</b>
227 Environmental Impact Area I	Personnel	0
	Nonpersonnel	8,000
	<b>Total</b>	<b>\$8,000</b>
228 Environmental Impact Area II	Personnel	0
	Nonpersonnel	125,150
	<b>Total</b>	<b>\$125,150</b>
229 Environmental Impact Area III	Personnel	0
	Nonpersonnel	10,000
	<b>Total</b>	<b>\$10,000</b>
230 Environmental Impact Area IV	Personnel	0
	Nonpersonnel	5,000
	<b>Total</b>	<b>\$5,000</b>
265 State Highway Fund	Personnel	0
	Nonpersonnel	41,000
	<b>Total</b>	<b>\$41,000</b>
266 Permissive MVL Fund	Personnel	0
	Nonpersonnel	77,000
	<b>Total</b>	<b>\$77,000</b>
275 Municipal Pool	Personnel	0
	Nonpersonnel	275,778
	<b>Total</b>	<b>\$275,778</b>
485 Arts and Amenities	Personnel	0
	Nonpersonnel	99,250
	<b>Total</b>	<b>\$99,250</b>
Total Special Revenue Funds	Personnel	5,174,337
	Nonpersonnel	3,719,310
	<b>Total</b>	<b>8,893,647</b>

**Debt Service Funds**

324 General Bond Retirement	Personnel	0
	Nonpersonnel	260,677
	<b>Total</b>	<b>\$260,677</b>
328 Reserve Bond Retirement	Personnel	0
	Nonpersonnel	389,029
	<b>Total</b>	<b>\$389,029</b>
329 Montgomery Quarter TIF Fund	Personnel	0
	Nonpersonnel	1,217,197
	<b>Total</b>	<b>\$1,217,197</b>
331 Vintage Club TIF Fund	Personnel	0
	Nonpersonnel	2,818,422



	<b>Total</b>	<b>\$2,818,422</b>
332 Vintage Club North TIF Fund	Personnel	0
	Nonpersonnel	481,955
	<b>Total</b>	<b>\$481,955</b>
Total Debt Service Funds	Personnel	0
	Nonpersonnel	5,167,280
	<b>Total</b>	<b>5,167,280</b>

**Capital Projects Funds**

410 Capital Improvements	Personnel	0
	Nonpersonnel	4,460,167
	<b>Total</b>	<b>\$4,460,167</b>
460 Heritage District Fund (Urban Redevelopment)	Personnel	0
	Nonpersonnel	49,000
	<b>Total</b>	<b>\$49,000</b>
461 Triangle Equivalent TIF Fund	Personnel	0
	Nonpersonnel	172,000
	<b>Total</b>	<b>\$172,000</b>
463 Vintage Club Capital Construction Fund	Personnel	0
	Nonpersonnel	300,000
	<b>Total</b>	<b>\$300,000</b>
465 Montgomery Quarter Roundabout Fund	Personnel	0
	Nonpersonnel	26,400
	<b>Total</b>	<b>\$26,400</b>
480 Downtown Improvements	Personnel	0
	Nonpersonnel	1,200,550
	<b>Total</b>	<b>\$1,200,550</b>
Total Capital Projects Funds	Personnel	0
	Nonpersonnel	6,208,117
	<b>Total</b>	<b>6,208,117</b>

**Fiduciary Funds**

546 Trust Reimbursements	Personnel	0
	Nonpersonnel	100,000
	<b>Total</b>	<b>\$100,000</b>
601 State Fees	Personnel	0
	Nonpersonnel	17,000
	<b>Total</b>	<b>\$17,000</b>
840 Cemetery Expendable Trust	Personnel	0
	Nonpersonnel	71,850
	<b>Total</b>	<b>\$71,850</b>
890 Unclaimed Moneys Fund	Personnel	0
	Nonpersonnel	1,000
	<b>Total</b>	<b>\$1,000</b>
Total Fiduciary Funds	Personnel	0
	Nonpersonnel	189,850
	<b>Total</b>	<b>189,850</b>

**Total All Funds**

Personnel	12,816,380
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Nonpersonnel

20,820,779

**Total**

**33,637,159**

ORDINANCE NO. , 2022

**AN ORDINANCE FOR THE ALLOCATION OF EARNINGS TAX REVENUES  
AND AMENDING SECTION 44.14 OF THE MONTGOMERY CODE OF ORDINANCES**

**WHEREAS**, Section 44.14 of the Montgomery Code of Ordinances provides for the allocation of earnings tax revenues to certain uses and purposes; and

**WHEREAS**, the City's evolving financial condition warrants a current re-examination of the earnings tax allocation to more accurately reflect operating, capital improvement and debt service needs of the City.

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

**SECTION 1.** Section 44.14 of the Montgomery Code of Ordinances is hereby amended to read as follows commencing fiscal year 2023:

**Section 44.14 Allocation Of Funds**

The funds collected under the provision of this chapter shall be disbursed for the following purposes:

- (A) 5% to the General Bond Retirement Fund;
- (B) 20% to the Capital Improvement Fund;
- (B) 75% to the General Fund for the purpose of general municipal operations

**SECTION 2.** The Operating Budget for fiscal year 2022 shall be adjusted appropriately to reflect the same apportionment of the allocation of funds as outlined in Section 1 above, collected from earnings tax revenues during the fiscal year. The reallocation shall be reflected in the Amended Appropriations enacted by City Council.



**SECTION 3.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

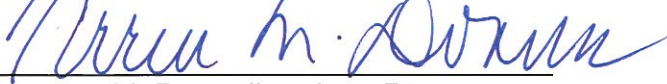
**SECTION 4.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

**RESOLUTION NO.                      , 2022**

**A RESOLUTION ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION AND DESIGNATING SUCH PROPERTY AS A MUNICIPAL PARK AND RECREATION AREA**

**WHEREAS**, the City, in cooperation with The Montgomery Community Improvement Corporation ("MCIC"), has been working to develop the Montgomery Quarter Project Site; and

**WHEREAS**, a portion of the public improvements within the Project Site includes a public park which has been designed, engineered, and is being constructed by the City and the MCIC in cooperation with the Developer; and

**WHEREAS**, the public park property previously was conveyed by the City to the MCIC with a condition that it be reconveyed as necessary to construct and hold public improvements; and

**WHEREAS**, this Resolution will accept the transfer from the MCIC of Lot 2F upon which the public park is being constructed; and

**WHEREAS**, consistent with Section 50.01 of the Code of Ordinances, upon acceptance of the transfer, Council shall designate this land as municipal park and recreation areas, and consistent with a separate grant approval Council does hereby commit that such property will be held for a minimum of fifteen years from the date of transfer for such municipal park and recreation purposes.

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

**SECTION 1.** The City hereby accepts transfer of Lot 2F of the Montgomery Quarter Subdivision being designated in the Development Plans as a public park.

**SECTION 2.** The City is committed to complete the public improvements as designed and engineered for such park site and all related streetscape in support of the public park.

**SECTION 3.** This Lot 2F shall be noted in the records of the City as a public municipal park and recreation area, and the sale or transfer of such property shall be restricted as required by Section 50.01 of the Code of Ordinances, provided, however, that no transfer is permitted of the municipal park property for a minimum of fifteen years. The City Manager shall appropriately apply to the State and County to exempt this lot as a public purpose park.

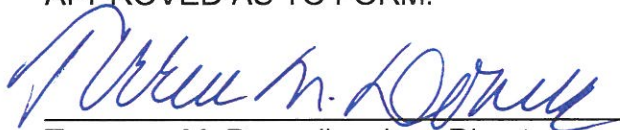
**SECTION 4.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

RESOLUTION NO. , 2022

**A RESOLUTION AUTHORIZING A CONTRACT WITH PATENTED  
ACQUISITION CORPORATION D/B/A THINK PATENTED FOR DESIGN  
AND PRODUCTION SERVICES**

**WHEREAS**, the City produces a monthly bulletin and an annual calendar providing valuable communication services to the residents of the City of Montgomery; and

**WHEREAS**, to most effectively deliver such communications, the Administration has requested proposals from various design and publication firms to quote the costs for professional services; and

**WHEREAS**, after reviewing such proposals, the staff has recommended that the City extend the contract with Patented Acquisition Corporation d/b/a Think Patented, to provide such professional design and publication services which would be exempt from competitive bidding, although the amount of the contract which includes printing would exceed \$50,000 in a calendar year.

**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 Master Agreement with Patented Acquisition Corporation d/b/a Think Patented, to extend the current contract for design, production and mailing services for the monthly bulletin and annual calendar in an amount not to exceed \$80,000 for calendar year 2023.

**SECTION 2.** The City Manager is hereby authorized to pay Patented Acquisition Corporation according to the rate set forth within such contract and its attached schedules.

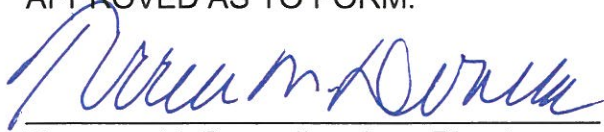
**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

**ORDINANCE NO.                      , 2022**

**AN ORDINANCE TERMINATING ASSESSMENTS FOR THE RESERVE OF  
MONTGOMERY AND DECLARING AN EMERGENCY**

**WHEREAS**, in November 1992, Council passed Resolution 92-65 declaring the necessity to design, engineer and construct certain public improvements within the Reserve of Montgomery, which public improvements were to be funded by the levying of special assessments; and

**WHEREAS**, in March 1993, Council did determine the estimated cost of such public improvements and initiated the necessary steps to assess the cost of such public improvements upon the properties located within the Reserve of Montgomery; and

**WHEREAS**, in June 1995, Council passed Ordinance 15, 1995 levying assessments against the properties within the Reserve of Montgomery at a cumulative cost of \$2,635,000.00, which assessments were properly levied upon lots within the Reserve of Montgomery subdivision; and

**WHEREAS**, Council did pass legislation to fund the cost of these public improvements through the issuance of bonds, which bonds now have been fully retired; and

**WHEREAS**, pursuant to R.C. § 727.38, with the bond cost for such public improvements having been retired and the cost of such public improvements having been assessed and fully paid, it is appropriate for Council to terminate such assessment, determine the excess amount which has been paid and received, and proceed to rebate such excess assessments to the property owners against whom such assessments have been levied.



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

**SECTION 1.** The special assessments passed by Council and levied against the properties of the Reserve of Montgomery, as identified on the attached Schedule A, are hereby terminated. All monies received in Fund 328, *Reserve Bond Retirement*, representing collection of special assessments for the Reserve of Montgomery, once the final settlements have been received, shall be apportioned equally among the properties identified on the attached Schedule A who have paid such assessment in installments through the County real estate tax collections, and the amount of the excess collected at the close of the Fund shall be then rebated proportionately to each of these properties as such ownership is identified on the current records of the Hamilton County Auditor.

**SECTION 2.** The Director of Finance and the City Manager are hereby authorized to execute such additional documentation as may be necessary to terminate the assessment, to allocate the excess assessment, and to pay such excess assessment consistent with this Ordinance and as required by Ohio law.

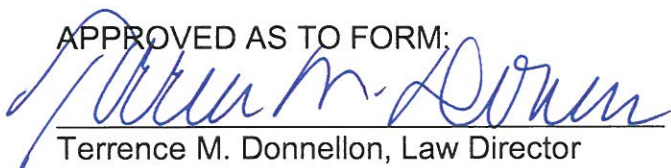
**SECTION 3.** In order to effectively terminate this assessment, this Ordinance is declared to be an emergency necessary for the public health, safety and welfare, and it shall take effect immediately upon passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

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RESOLUTION NO. , 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CAPITAL IMPROVEMENT COMMUNITY PARK, RECREATION/CONSERVATION  
PROJECT PASS-THROUGH GRANT AGREEMENT WITH THE  
OHIO DEPARTMENT OF NATURAL RESOURCES**

**WHEREAS**, the City has applied to receive and has been preliminary awarded a Grant through the Ohio Department of Natural Resources to offset in part a portion of the costs incurred by the City for the planning, development and construction of the Montgomery Quarter Park; and

**WHEREAS**, to participate in the Grant Program, the Ohio Department of Natural Resources requires the City to execute the attached Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement ("Grant Agreement"); and

**WHEREAS**, the Administration has recommended, and Council agrees, that this Grant Agreement should be executed.

**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 Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement with the Ohio Department of Natural Resources for Project reference number HAMI-079C, and to commit the City to expend any funds to support the Montgomery Cultural Arts and Performance Fountain project and any qualified related improvements consistent with the terms of the Grant Agreement. The City shall preserve and protect the public space as public park and recreation property.

**SECTION 2.** The City Manager is authorized to execute any and all additional documentation as requested by the Ohio Department of Natural Resources consistent with the Grant Agreement and the implementation of this Grant Project Program.

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

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director



**Capital Improvement Community Park, Recreation/Conservation Project  
Pass-Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 687, 134th General Assembly of the State of Ohio and the City of Montgomery, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

**Notices:** All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

<b>ODNR Contact:</b>  Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 <a href="mailto:Teresa.Goodridge@dnr.ohio.gov">Teresa.Goodridge@dnr.ohio.gov</a>	<b>Grantee Contact:</b>  Brian Riblet City Manager City of Montgomery 10101 Montgomery Road Montgomery, OH 45242 <a href="mailto:briblet@montgomeryohio.org">briblet@montgomeryohio.org</a>
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

**WHEREAS**, pursuant to House Bill No. 687, the 134th General Assembly of the State of Ohio has appropriated funds in the amount of One Hundred Thousand Dollars (\$100,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Montgomery Cultural Arts and Performance Fountain', (hereinafter referred to as the "Project"). Furthermore, \$2,000.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **HAMI-079C**; and

**WHEREAS**, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

**WHEREAS**, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

**NOW THEREFORE**, for the purposes of providing the funds to Grantee pursuant to House Bill No. 687 of the 134th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee Ninety-Eight Thousand Dollars (\$98,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Two Thousand Dollars (\$2,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR's payment to Grantee exceed Ninety-Eight Thousand Dollars (\$98,000.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_ and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for 'Montgomery Cultural Arts and Performance Fountain', a project to construct a fountain structure in Keystone Park in Montgomery, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) ("Project Closeout"); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2024.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property") except for those restrictions permitted below. Grantee represents that it is the fee simple owner, or has a lease, exclusive easement, or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the

encumbrances, items, and other matters identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
7. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

8. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign

or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

9. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary

10. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property or other capital facility to be improved, renovated, constructed, or acquired and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 687, 134th General Assembly.
11. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
12. **Insurance.**
- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other



insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure ODNR, OPFC, the Treasurer, and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

- b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
13. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
14. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
15. **Reports and Records.** Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
16. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.

17. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
18. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
19. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
20. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.
21. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
22. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
23. **ODNR Right to Terminate.**
  - a. Breach; Notice. ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.
  - b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not



waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.

**24. Legal, Federal Tax, and Other Compliance.**

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

**25. Relationship of Parties.**

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation

coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
  - c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
  - d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and,

when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**IN TESTIMONY WHEREOF**, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF MONTGOMERY

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **HAMI-079C**

I, \_\_\_\_\_, acting as attorney for the  
Name and Title of Attorney  
\_\_\_\_\_("Grantee"), and for the reliance of the  
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not\* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_).

\*If "has not" is checked above, please indicate the reason: \_\_\_\_\_

**Attorney for Grantee:**

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Printed Name

\_\_\_\_\_  
Attorney Registration No.

\_\_\_\_\_  
Date Signed

Attorney Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**  
**TITLE ENCUMBRANCES**

**Encumbrances DO NOT Exist:**

I hereby certify, as an authorized representative of City of Montgomery ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Encumbrances DO Exist:**

I hereby certify, as an authorized representative of City of Montgomery ("Grantee"), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

*Example: Easement by and between [Name of Grantee] and \_\_\_\_\_ dated \_\_\_\_\_ and recorded at  
Official Record # \_\_\_\_\_ (Vol. # \_\_\_\_\_ of Page # \_\_\_\_\_) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# EXHIBIT A

## PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 2-13 comprise the 'Project Information Package. Please complete all forms on pages 2-13 and send with all other requested materials on pages 2-13 (only) to the address below. This is the first step in the Project coordination process.

Teresa Goodridge  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693  
614-265-6396



### BASIC INFORMATION

Awarded Project Sponsor: City of Montgomery

Project Sponsor's Address: 10101 Montgomery Road, Cincinnati, OH 45242  
Street Address 1

Street Address 2

City, State ZIP

Tax Identification Number: #31-600107

Contact Person: Brian Riblet City Manager  
Name Title

Email Address: briblet@montgomeryohio.org

Phone Number: 513-792-8319

### Brief Description of Project:

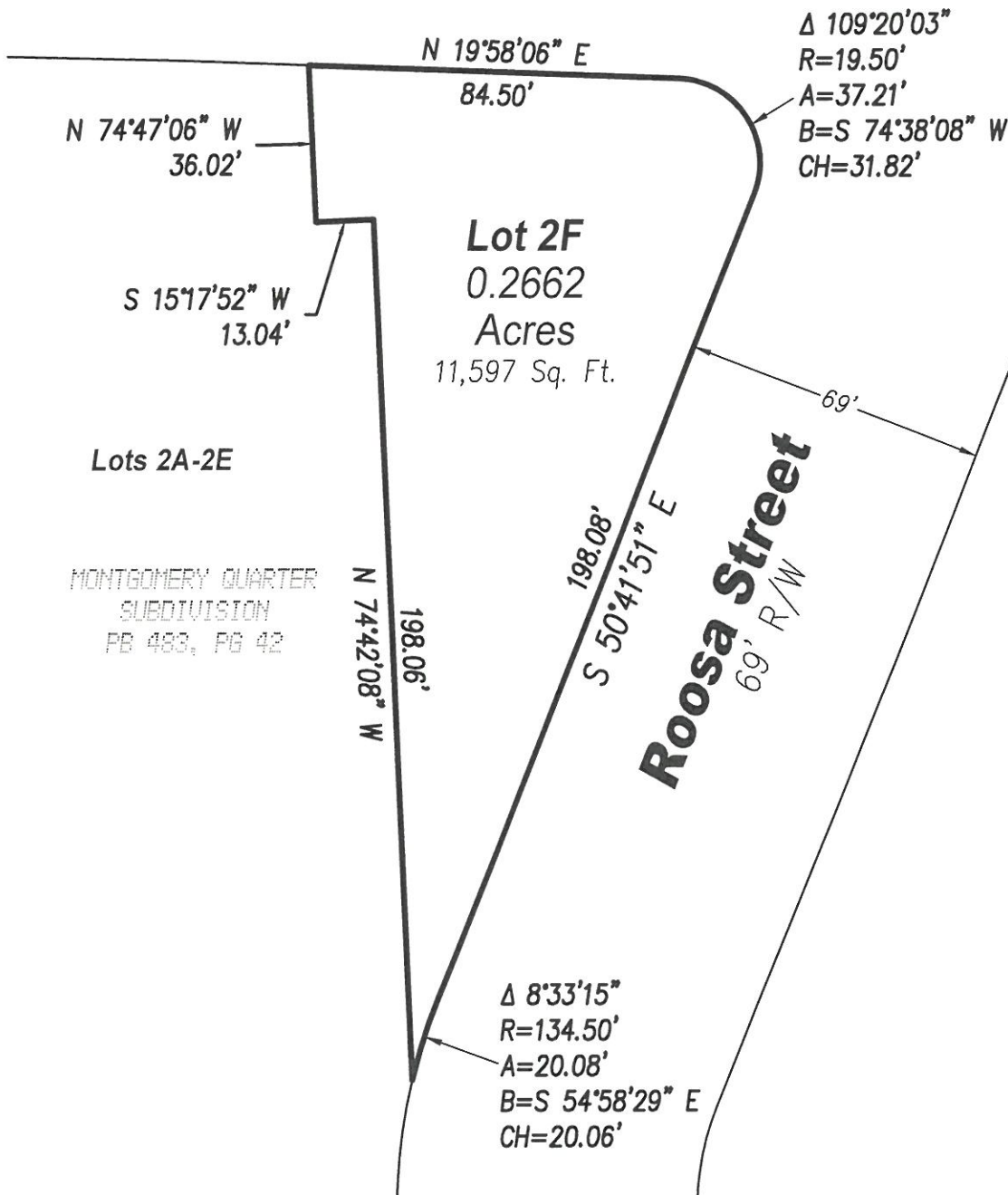
The City of Montgomery is in the process of constructing a welcoming and inclusive public gathering space for all to enjoy. The center focal point of the plaza will feature an artistic fountain structure that can convert to a performance stage. Preliminary plans include an array of activities including but not limited to music performances, performing arts, health and wellness activities, interactive events, art show demonstrations and classes, theater performances, lunch-n-learn activities, holiday themed activities, environmental education events, cooking demonstrations, family-friendly events, family pet events, DORA events, and much more.

# EXHIBIT B

## Montgomery Rd

R/W Varies

Bearings Based On Ohio State Plane  
Grid, South Zone, NAD 83, (2011)  
Basis of Bearings



Montgomery Quarter  
Public Park Exhibit

Survey Type

Montgomery Quarter  
Subdivision

Job Name

Section 3, Town 4, E.R. 1  
Sycamore Township  
City of Montgomery  
Hamilton County, Ohio

Site Location

TMS | GJB | 1" = 40'  
Drawn By | Checked By | Drawing Scale

02/03/2021 | 17067.50  
Issue Date | Project Number



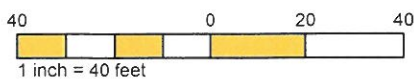
## Berding Surveying

GPS Surveying • 3D Laser Scanning

741 Main Street | Milford, OH 45150 | [www.berdingsurveying.com](http://www.berdingsurveying.com)

513.831.6761 fax | 513.831.5505 tel

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*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 Work Session Minutes  
October 19, 2022

Present

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

City Council Members Present

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

City Council convened its Work Session for October 19, 2022, at 7:00 p.m. at City Hall, with Mayor Margolis presiding.

ROLL CALL

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

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

SPECIAL PRESENTATIONS

Matt Stull with Hotel California By the Sea (HCBTS) Addictions Treatment Center provided background on the services provided at the residential treatment facility located in Montgomery. Mr. Stull provided information on the success rates of clients who have entered into and maintained sobriety through the treatment received at HCBTS. Mr. Stull explained that he was seeking to become involved in the community to increase awareness about mental illness and addictions and to partner on initiatives that would normally be outside the scope of their services.

City Council asked questions and thanked Mr. Stull for all he was doing with his clients as well as to decrease the stigma and percentage of those dealing with mental health issues and addictions.

Mr. Riblet added that staff met with Mr. Stull and that his passion and drive to provide services to his clients was very authentic and inspiring. Mr. Riblet shared that Mr. Stull and HCBTS would be participating in a community mental health presentation as well as other City initiatives.

GUESTS AND RESIDENTS

There were no additional guests or residents.

ESTABLISHING AN AGENDA FOR NOVEMBER 2, 2022 BUSINESS SESSION

PENDING LEGISLATION

**An Ordinance Accepting Dedicated Streets Within The City**

Mayor Margolis explained that this legislation had been previously introduced and this would be the third reading of the Ordinance. He asked Mr. Heitkamp if there were updates.

Mr. Heitkamp replied there were none.

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City Council Work Session Minutes

October 19, 2022

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**An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2023**

Mayor Margolis explained that this legislation had been previously introduced and this would be the second reading of the Ordinance. He asked if there were any updates.

Mr. Riblet replied there were none at this time but anticipated that Mr. Bigham would provide final updates at the November Work Session.

**An Ordinance for The Allocation of Earnings Tax Revenues and Amending Section 44.14 of The Montgomery Code of Ordinances**

Mayor Margolis explained that this legislation had been previously introduced and this would be the second reading of the Ordinance. He asked if there were any updates.

Mr. Riblet replied that there were none.

**NEW LEGISLATION**

**A Resolution Accepting the Transfer of Real Property from the Montgomery Community Improvement Corporation and Designating such property as a Municipal Park and Recreation Area**

Mayor Margolis assigned the legislation to Vice Mayor Bissmeyer.

Mr. Donnellon explained that this legislation is a companion piece to a Resolution presented to the Montgomery Community Improvement Corporation (MCIC) accepting the transfer of park property at the Montgomery Quarter development from the MCIC to the City. He explained that the legislation will designate the Montgomery Quarter Park as parkland, and consistent with the grant from ODNR states that we must maintain it as parkland for a minimum of 15 years. He added that the City has been working to develop the Park, which is near completion, and the City will need to own the Park as a Public Improvement. Our Code requires when we receive property that we designate it for its specific purpose. There is no plan at this time to transfer the Park for any other purpose than a public park.

**A Resolution Authorizing A Contract With Patented Acquisition Corporation D/B/A Think Patented For Design And Production Services**

Mayor Margolis assigned the legislation to Mr. Dobrozsi.

Mr. Vanderhorst explained that it is requested that City Council consider this Resolution that, if approved, would authorize the City Manager to extend the current contract with Think Patented for the 2023 fiscal year for the design and printing of the Montgomery Bulletin and City Calendar. The current annual cost for the Montgomery Bulletin and City Calendar is estimated to be \$62,000 by the end of 2022. The estimated cost for 2023 is \$65,414 but is still a competitive rate.

**An Ordinance Terminating Assessments For The Reserve Of Montgomery And Declaring An Emergency**

Mayor Margolis assigned the legislation to Vice Mayor Bissmeyer.

Mr. Donnellon explained that City Council is requested to consider approving this Ordinance that, if approved, would terminate Assessment #38-613 for the Reserve of Montgomery that was established in 1994 and was paid

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City Council Work Session Minutes

October 19, 2022

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off early by the City of Montgomery due to the refinancing of bonds issued at a lower interest rate for the assessment. Mr. Donnellon stated that any balance in the fund would be refunded to the property owners. He added that by approving this at the November Business Session as an emergency, staff will be able to work with the County to ensure the assessment will be cancelled prior to the January 2023 tax bills are issued.

Mr. Messer commented that the 114 property owners will be very appreciative of the correction and the refund coming to them.

Mrs. Naiman asked when it was noticed that the assessment had not been terminated.

Mr. Donnellon stated he thought it was last year.

Mr. Riblet confirmed it was in the last 12 to 18 months.

Vice Mayor Bissmeyer asked if the 2022 year end appropriations would be adjusted.

Mr. Riblet stated that it would not require any appropriations but that the budget line would be lower to reflect the outgoing payments.

**A Resolution Authorizing The City Manager To Execute A Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement With The Ohio Department Of Natural Resources**

Mayor Margolis assigned the legislation to Mr. Suer.

Mr. Riblet explained that it is requested that City Council consider this legislation approving a grant agreement with the Ohio Department of Natural Resources. He stated that pursuant to House Bill 687, the 134<sup>th</sup> General Assembly of the State of Ohio has appropriated funds in the amount \$100,000 for costs associated with the "Montgomery Cultural Arts and Performance Fountain" within the Montgomery Quarter project site. He explained that the City of Montgomery initially submitted a grant application in late 2017 to be considered as part of the State of Ohio's Biennial Capital Budget for FY19/20 and was approved in the amount of \$250,000. He explained that the site work at the Montgomery Quarter did not commence until mid-2020 therefore the original amount was carried over and approved as part of Senate Bill #310. All work associated with both previous grant awards is substantially complete and the City of Montgomery has received 90% reimbursement. Both are anticipated to be closed out in early November at which time we can submit for the remaining 10% retainage. Mr. Riblet added that the funds for this latest grant award will be used to support the design and installation of items associated with the Montgomery Cultural Arts and Performance Fountain including electrical and lighting needs, audio equipment, staging and temporary shelter.

City Council thanked Mr. Riblet for his and staff's continued efforts of pursuing grant money for the large projects in the city.

**ADMINISTRATION REPORT**

Mr. Riblet reported the following items:

- A Council Business Session is scheduled for November 2, 2022 at 7:00 p.m.



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- A Financial Planning Committee meeting is scheduled for Monday, November 7 at 4:30 p.m. The Law and Safety and Planning, Zoning and Landmarks Committees have canceled their meetings for the month of November.
- It is anticipated that there are agenda items for the Parks and Recreation Committee for the Monday, November 14 meeting. He stated that there are no agenda items for the Government Affairs or Public Works Committee at this time; however, an update will be provided at the November 2 Business Session.
- Mr. Riblet reported it was brought to staff's attention that Officer Rich Riley received the National Officer of the Month Award for January 2021 at a ceremony recently held in Washington, D.C. This recognition is for Officer Riley's lifesaving, heroic efforts during a report of a missing individual who subsequently was involved in a fiery crash resulting in Officer Riley pulling her from a burning car.

Human Resources

- Jeff Barger was promoted to Sergeant effective October 16.
- Staff will be meeting with three Finance Director candidates for initial interviews on October 26 as we continue to accept applications.
- Due to multiple staff members expressing interest in the Recreation Specialist position, we conducted an internal posting for candidates. Lisa Lorenz (current part-time employee assigned to provide support for recreation events and activities) has been offered the position. We expect Lisa to transition to her full-time role as Recreation Specialist in late December or early January.

Events

- There is an Open House and Ribbon Cutting ceremony being held, tomorrow, at Center Bank, 9600 Montgomery Road. The open house runs from 4:30 to 7:00 pm with the ribbon cutting ceremony at 5:00.
- A reminder that Terry Donnellon will once again sponsor a barbeque luncheon this Friday at Terwilliger Lodge. The luncheon begins at 11:00 and goes until 1:00.
- Thursday, October 27 at 7:00 p.m. the City will host another Community Mental Health Series featuring Dr. Megan Schrantz from the Lindner Center and Hotel California By The Sea that you were introduced to this evening. This community forum will focus on Anxiety and Depression which is timely right before the holidays and will be held at Terwilliger's Lodge.
- As a reminder, the First Responders Breakfast will be held on October 28 at the Safety Center beginning at 7:30.
- Once again, the City of Blue Ash Veterans Day Committee has invited City Council to participate in their 30<sup>th</sup> Annual Veterans Day Ceremony on Friday, November 11. The event will be held at the Blue Ash Veterans Memorial Park and will begin at 10:30 a.m. and will last approximately one hour. The ceremony will be followed by a reception at the Blue Ash Recreation Center. Please let Ms. Gaylor know if you would like to attend the ceremony and also the luncheon. RSVPs are due by October 31.
- The Annual Chamber Awards Dinner is scheduled for Thursday, November 10 at the Montgomery Inn. The City has been nominated in the Large Business Category as Organization of the Year. Please let Ms. Gaylor know if you would like to attend.

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Mr. Riblet requested an Executive Session for matters related to economic development.

#### **LAW DIRECTOR REPORT**

Mr. Donnellon stated he had nothing to report.

#### **CITY COUNCIL REPORTS**

##### **Mr. Cappel**

Mr. Cappel reported that the monthly cardboard recycling was held on October 15.

##### **Vice Mayor Bissmeyer**

Vice Mayor Bissmeyer reported on the cases discussed at the recent Board of Zoning Appeals and Landmark Commission meetings.

Vice Mayor Bissmeyer commended Chief Wright and the Fire Department staff who provided mutual aid in Indian Hill for a serious car accident.

##### **Mr. Dobrozsi**

Mr. Dobrozsi reported the Arts Commission's Live at the Uni's recent concert with the band No Promises was a great success.

Mr. Dobrozsi thanked staff for facilitating and holding another great Harvest Moon Festival. He stated every year it continues to grow and be a great family event.

Mr. Dobrozsi reported he attended an OKI Board meeting.

Mr. Dobrozsi reported that at the recent Government Affairs Committee meeting the 2022 Holiday Card was selected and the Law Director Review process was discussed. He reported that he would be providing more information to City Council and staff in the next week.

##### **Mrs. Naiman**

Mrs. Naiman reported the Parks and Recreation and Beautification and Tree Commissions held the Star Parties and a B & T Talk which were all well attended.

##### **Mr. Suer**

Mr. Suer echoed the thanks to staff for a well done Harvest Moon Festival.

##### **Mr. Messer**

Mr. Messer stated how amazing the 5/3 Private Bank tour was. He stated that he appreciated how much they included the theme of Montgomery in their design.

Mr. Messer explained that there is a Civil Service meeting on Thursday to review and certify an eligibility list of fire fighters.



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**Mayor Margolis**

Mayor Margolis also expressed his appreciation of the 5/3 Private Bank Tour and how welcoming the staff there was. He added it is a great addition to our community.

**MINUTES**

Mr. Donnellon noted for the record that the October 5, 2022 Business Session minutes were amended to correct the recusal process of Mr. Dobrozsi regarding the allocation of ARPA funds.

Mr. Cappel moved to approve the October 5, 2022 Business Session minutes as amended and to approve the October 5, 2022 Public Hearing minutes as written. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

**OTHER BUSINESS**

Mayor Margolis asked if there was any other business to discuss in Public Session. There being none, he stated that Mr. Riblet had requested an Executive Session for matters related to economic development.

Mr. Cappel made a motion to adjourn into Executive Session for matters related to economic development. Vice Mayor Bissmeyer seconded.

The roll was called and showed the following vote:

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

Mayor Margolis stated that there would be a short recess prior to the Executive Session and that there would be no items discussed when Council came back into Public Session.

City Council adjourned into Executive Session at 7:50 p.m.

City Council reconvened into Public Session at 9:22 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 9:22 p.m.

---

Connie Gaylor, Clerk of Council