

April 28, 2023

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager **BKR**
SUBJECT: City Council Business Session of Wednesday, May 3, 2023

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, May 3, 2023 at 6:00 p.m.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
5. Guest and Residents
6. Legislation for Consideration this Evening
 - a. A Resolution Authorizing A Contract With Dynegy Energy Services East, LLC
Please see the attached correspondence from Maura Gray, Finance Director, asking City Council to consider the approval of this Resolution that, if approved, will authorize the City Manager to enter into a contract with Dynegy Energy Services East for a retail power sale agreement that would set electricity rates for the City's streetlights and facilities for a one year period.

Make a motion to add to the agenda

Voice Vote

Assign to a Council Member for Reading

Move to read the Resolution by title only

Voice Vote

Move passage of the Resolution

Roll Call Vote

Since all following legislation has been made available to the public before this evening's meeting it is moved that Council accept the legislative Agenda and read all legislation by title only.

Voice Vote

Pending Legislation

- a. An Ordinance Amending Chapter 156.02 of The Land Usage Code, Subdivision Regulations: Requirements For Subdivision Approval - (Vice Mayor Bissmeyer 2nd Reading) Information has been previously supplied on this legislation that, if approved, would authorize a series of text amendments to Chapter 156.02 Subdivision Regulations: Requirements for Subdivision Approval, to become consistent with the Hamilton County Engineers Office.

Move for passage of the second reading of the Ordinance

Roll Call Vote

The third reading will be at the June 7, 2023 Business Session with adoption requested at that meeting.

- b. An Ordinance Amending Chapter 157 of The Land Usage Code, Floodplain Management Regulations And Flood Damage Prevention, And Declaring An Emergency - (Vice Mayor Bissmeyer-2nd Reading) Information has been previously supplied on this Ordinance that, if passed, would authorize a series of text amendments to Chapter 157 Flood Damage Protection.

The Federal Emergency Management Agency (FEMA) has issued a Letter of Final Determination that contains revised Flood Insurance Study and Flood Insurance Rate Maps that will become effective on June 7, 2023. Due to this requirement by FEMA, staff is asking the third reading to be suspended and the legislation to be passed as an emergency.

Move to suspend third reading of the Ordinance

Roll Call Vote

Move to pass Ordinance as an emergency

Roll Call Vote

New Legislation

- a. A Resolution Recognizing The Month of May 2023 As National Historic Preservation Month in The City of Montgomery—(Vice Mayor Bissmeyer) Information has been previously supplied on this Resolution that, if approved, would recognize the month of May as National Historic Preservation Month in the City of Montgomery.

Move for passage of the Resolution

Explain

Roll Call Vote

- b. 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. Suer) 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 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.

Move suspension of the second and third readings

Roll Call Vote

Move for passage of the Ordinance

Explain

Roll Call Vote

7. Administration Report

8. Minutes-April 19, 2023 Work Session

9. Mayor's Court Report

10. Other Business

- a. Appointment of Nam-Ha Brown - Mr. Dobrozsi

Make a motion to appoint Nam-Ha Brown to the Arts Commission with a term ending on January 31, 2025.

This will require a second as it is not a Committee recommendation

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



CITY COUNCIL BUSINESS SESSION AGENDA

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

May 3, 2023
City Hall
6:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
5. Guest and Residents
6. Legislation for Consideration for this Evening
 - a. A Resolution Authorizing A Contract With Dynege Energy Services East, LLC

Make a motion to add to the agenda

Voice Vote

Assign to a Council Member for Reading

Move to read the Resolution by title only

Voice Vote

Move passage of the Resolution

Roll Call Vote

Since all following legislation has been made available to the public before this evening's meeting it is moved that Council accept the legislative Agenda and read all legislation by title only.

Voice Vote

Pending Legislation

- a. An Ordinance Amending Chapter 156.02 of The Land Usage Code, Subdivision Regulations: Requirements For Subdivision Approval - (Vice Mayor Bissmeyer 2nd Reading)

Move for passage of the second reading of the Ordinance

Roll Call Vote

The third reading will be at the June 7, 2023 Business Session with adoption requested at that meeting.

- b. An Ordinance Amending Chapter 157 of The Land Usage Code, Floodplain Management Regulations And Flood Damage Prevention, And Declaring An Emergency – (Vice Mayor Bissmeyer-2nd Reading)

Move to suspend third reading of the Ordinance

Roll Call Vote

Move to pass Ordinance as an emergency

Roll Call Vote

New Legislation

- a. A Resolution Recognizing The Month of May 2023 As National Historic Preservation Month in The City of Montgomery—(Vice Mayor Bissmeyer)

Move for passage of the Resolution

Explain

Roll Call Vote

- b. 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. Suer)

Move suspension of the second and third readings

Roll Call Vote

Move for passage of the Ordinance

Explain

Roll Call Vote

7. Administration Report

8. Approval of Minutes – April 19, 2023 Work Session

9. Mayor’s Court Report

10. Other Business

- a. Appointment of Nam-Ha Brown — Mr. Dobrozsi

Make a motion to appoint Nam-Ha Brown to the Arts Commission with a term ending on January 31, 2025.


This will require a second as it is not a Committee recommendation

11. Executive Session

12. Adjournment

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

April 19, 2023

To: Brian Riblet, City Manager
From: Maura Gray, Finance Director 
Subject: Legislation Request for the Designation of Electric Utility Provider

Introduction

It is necessary for City Council to consider the Resolution for the designation of the City's Electric Utility Provider for a one year period beginning June 15, 2023 and ending June 14, 2024.

Background

On January 8, 2010, the City entered into a two-year retail power sale agreement with Dynegy Energy Retail. Duke Energy Retail agreed to supply electricity to the City at a set price. The City signed a two-year addendum to this agreement in 2011 and another two-year addendum to this agreement in August 2013 (for supply in 2014 and 2015). In November of 2015, the City signed a three-year agreement with Dynegy Energy Services as an electric supplier beginning January 1, 2016 and ending December 31, 2018. The City has been subject to Duke energy pricing since May 1, 2021.

The City researched other electric supply vendors to determine pricing for electric supply for a one, and extended terms (see attached). We reviewed the pricing along with the Company's experience internally and are recommending we select the lowest and best price provided by Dynegy Energy Services EAST, LLC (formerly Duke Energy Retail) which will result in a reduction of approximately 24% from Duke Energy rates in 2023-2024. This legislation will ensure the City's electric service at competitive market rates.

Recommendation

It is recommended that City Council authorize legislation for a Resolution naming Dynegy Energy Services as electric supplier for the City of Montgomery for a minimum of a one-year (1) year period beginning June 15, 2023 and ending June 14, 2024.

RESOLUTION NO. , 2023

**A RESOLUTION AUTHORIZING A CONTRACT WITH
DYNEGY ENERGY SERVICES EAST, LLC**

WHEREAS, the City of Montgomery, Ohio as an energy customer has been serviced by Dynegy Energy Services East, LLC (“Dynegy”) for the past several years; and

WHEREAS, the Electric Service Agreement with Dynegy for such energy services is set to expire and rates in the marketplace are expected to increase in June 2023; and

WHEREAS, the Administration does desire to continue Dynegy as the supplier for all electricity requirements for the various service locations of the City; and

WHEREAS, Council does accept the recommendation of the Administration and intends by this legislation to authorize the City Manager to enter into a new Agreement with Dynegy to provide energy services to the City for a minimum of One (1) year, and if appropriate an additional option year to secure cost efficient energy service.

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

SECTION 1. The proposed Electric Service Agreement from Dynegy Energy Services East, LLC, in the substance and form of the attached, to provide electricity service to the various locations owned and operated by the City of Montgomery, Ohio, is hereby accepted. The City Manager is authorized to execute such Agreement for a period of One (1) year commencing on or about June 1, 2023, and if cost efficient to secure continuing energy service with Dynegy for an additional One (1) year period. The City Administration is encouraged to evaluate the costs and benefits to the City to include the purchase of

green energy as a part of this Agreement. Further, the City Manager is authorized to execute any and all additional documentation necessary to implement this continuing Agreement.

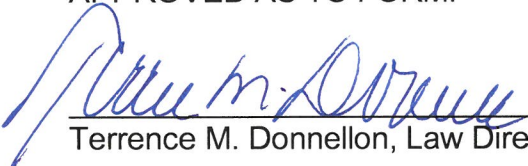
SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director



**1ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: MM DD YYYY**

This offer is presented to **CUSTOMER NAME** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
Utility:					
Regional Transmission Organization (RTO):					
Broker Consultant (If blank, N/A):					

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

NET METERING. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC	CUSTOMER NAME
	By: _____
	Name: _____
	Title: _____
	Date: _____
	**Signatory certifies authorization to enter in to this Agreement

<u>BILLING AND NOTICE INFORMATION</u>	
FEIN or DUNS#: _____	
<input type="checkbox"/> Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01	
If applicable, see Section 4 of the Terms & Conditions for below:	
<input type="checkbox"/> Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.	
<input type="checkbox"/> Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.	
<u>Invoices</u>	<u>Notices</u>
Attn: Billing Contact _____	Attn: _____
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
<u>Sales Contact</u>	<u>Notices/Inquires</u>
Name: _____	Attn: Customer Care _____
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
CUSTOMER NAME AS OF MM DD YYYY

Table 2 Utility:			
	Account #	Bill Group	Service Location

SAMPLE

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable

control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in

the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

ORDINANCE NO. _____, 2023

**AN ORDINANCE AMENDING CHAPTER 156.02 OF THE LAND USAGE CODE,
SUBDIVISION REGULATIONS: REQUIREMENTS FOR SUBDIVISION APPROVAL**

WHEREAS, the Community Development Department has completed a comprehensive review of Chapter 156.02 of the Code of Ordinances which establishes subdivision regulations for subdivision approval; and

WHEREAS, after such review, the Community Development Department has recommended that the attached Schedule A modifications to Chapter 156.02 be adopted which will modernize the regulations for subdivision approval consistent with the Office of the Engineer of Hamilton County, Ohio.

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

SECTION 1. The attached update to Chapter 156.02, *Subdivision Regulations: Requirements for Subdivision Approval*, are hereby adopted in their entirety as if fully rewritten herein.

SECTION 2. All Ordinances or parts of Ordinances inconsistent with these modifications are hereby repealed.

SECTION 3. All sections, subsections, parts and provisions of this Ordinance are hereby declared to be independent sections, subsections, parts and provisions, and the holding of any section, subsection, part or provision to be unconstitutional, void or ineffective for any reason shall not affect or render invalid any other section, subsection, part or provision of this Ordinance.

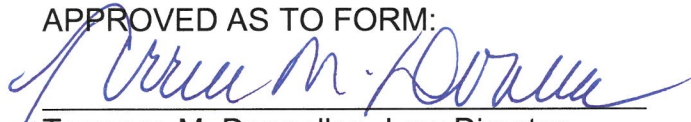
SECTION 4. This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

ORDINANCE NO. _____, 2023

**AN ORDINANCE AMENDING CHAPTER 157 OF THE LAND USAGE CODE,
FLOODPLAIN MANAGEMENT REGULATIONS AND FLOOD DAMAGE
PREVENTION, AND DECLARING AN EMERGENCY**

WHEREAS, the Federal Emergency Management Agency (FEMA) has updated the area flood insurance rate maps and flood insurance study for Hamilton County, Ohio to be effective June 7, 2023; and

WHEREAS, as a part of such updated studies by FEMA, the Ohio Department of Natural Resources (ODNR) has reviewed the City's flood damage prevention regulations and requested an update to be consistent with various federal, state and local guidelines; and

WHEREAS, the Community Development Director, working with representatives of ODNR, has updated current Chapter 157 of the Code of Ordinances, *Flood Damage Prevention*, and the Community Development Director recommends that such updates as detailed in the attached Schedule A be adopted.

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

SECTION 1. Adoption of Regulations. The attached regulations outlined in Schedule A are hereby adopted in their entirety by reference as if fully rewritten herein.

SECTION 2. Basis For Establishing the Areas of Special Flood Hazard. For the purposes of these regulations, the following studies and/or maps are adopted:

A. Flood Insurance Rate Map Hamilton County, Ohio and Incorporated Areas dated June 7, 2023. Flood Insurance Study Hamilton County, Ohio and Incorporated Areas dated June 7, 2023.

B. Any hydrologic and/or hydraulic engineering analyses authored by a registered Professional Engineer in the State of Ohio which has been approved by the City of Montgomery and accepted per its regulations.

C. Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the Building and Community Development Office, City of Montgomery, 10101 Montgomery Road, Montgomery, Ohio 45242.

SECTION 3. Abrogation and Greater Restrictions. These regulations are not intended to repeal any other existing Ordinances including, Subdivision Regulations, Zoning or Building Codes. In the event of a conflict between these regulations and any other Ordinance, the more restrictive shall be followed. These regulations shall not impair any deed restriction covenant or easement but the land subject to such interests shall also be governed by these regulations.

SECTION 4. Interpretation. In the interpretation and application of these regulations, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body;

and

C. Deemed neither to limit nor repeal any other powers granted under state statutes. Where a provision of these regulations may be in conflict with a state or federal law, such state or federal law shall take precedence over these regulations.

SECTION 5. Warning and Disclaimer of Liability. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Montgomery, any officer or employee thereof, or the Federal Emergency Management

Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

SECTION 6. Severability. Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7. All Ordinances or parts of Ordinances inconsistent with these modified regulations are hereby repealed.

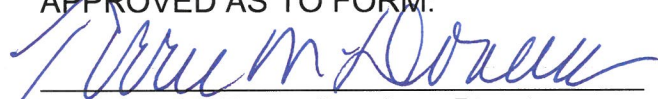
SECTION 8. In order to meet the program requirements of the National Flood Insurance Program, so as to have no gaps in coverage with the adoption of the new maps and studies effective June 7, 2023, this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, and as a result it shall be effective immediately upon passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

CHAPTER 157: FLOOD DAMAGE PREVENTION

Section

General Provisions

- 157.01 Findings of fact
- 157.02 Statement of purpose
- 157.03 Methods of reducing flood loss
- 157.04 Lands to which these regulations apply
- 157.05 Basis for establishing the areas of special flood hazard
- 157.06 Abrogation and greater restrictions
- 157.07 Interpretation
- 157.08 Warning and disclaimer of liability
- 157.09 Definitions
- 157.10 Statutory Authorization

Use and Development Standards for Flood Hazard Reduction

- 157.20 Use regulations
- 157.21 Water and wastewater systems
- 157.22 Subdivisions and large developments
- 157.23 Residential structures
- 157.24 Nonresidential structures
- 157.25 Accessory structures
- 157.26 Recreational vehicles
- 157.27 Above ground gas or liquid storage tanks
- 157.28 Assurance of flood carrying capacity

Administration

- 157.40 Designation of Floodplain Administrator; duties and responsibilities
- 157.41 Floodplain development permits
- 157.42 Application required
- 157.43 Review and approval of a floodplain development permit application; inspections

- 157.44 Post-construction certifications required
- 157.45 Revoking a floodplain development permit
- 157.46 Exemption from filing a development permit
- 157.47 State and Federal Development
- 157.48 Map maintenance activities
- 157.49 Data use and flood map interpretation
- 157.50 Use of Preliminary Flood Insurance Rate Map and/or Flood Insurance Study Data
- 157.51 Substantial damage determinations

Appeals and Variances

- 157.65 Appeals Board established; powers and duties
- 157.66 Variances
- 157.67 Appeal to the court

Enforcement

- 157.80 Compliance required
- 157.81 Notice of violation
- 157.82 Violations and penalties

GENERAL PROVISIONS

§ 157.01 FINDINGS OF FACT.

The City of Montgomery has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, flood proofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.02 STATEMENT OF PURPOSE.

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- (A) Protect human life and health;
- (B) Minimize expenditure of public money for costly flood control projects;
- (C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (D) Minimize prolonged business interruptions;
- (E) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- (F) Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and to minimize future flood blight areas;
- (G) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- (H) Minimize the impact of development on adjacent properties within and near flood prone areas;
- (I) Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- (J) Minimize the impact of development on the natural, beneficial values of the floodplain;
- (K) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (L) Meet community participation requirements of the National Flood Insurance Program.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.03 METHODS OF REDUCING FLOOD LOSS.

In order to accomplish its purposes, these regulations include methods and provisions for:

- (A) Restricting or prohibiting uses which are dangerous to health, safety and property due to water hazards, or which result in damaging increases in flood heights or velocities;
- (B) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(C) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

(D) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and

(E) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.04 LANDS TO WHICH THESE REGULATIONS APPLY.

These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Montgomery as identified in § 157.05, including any additional areas of special flood hazard annexed by the City of Montgomery.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.05 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

For the purposes of these regulations, the following studies and/or maps are adopted:

(A) Flood Insurance Rate Map and Flood Insurance Study, Hamilton County, Ohio and Incorporated Areas dated June 7, 2023.

(B) Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.

(C) Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by the City of Montgomery as required by Section 157.22 Subdivisions and Other New Developments.

Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the Community and Development Department Office, City of Montgomery, 10101 Montgomery Road, Montgomery, Ohio 45242

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.06 ABROGATION AND GREATER RESTRICTIONS.

These regulations are not intended to repeal any existing ordinances, including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall be followed. These regulations are not

intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.07 INTERPRETATION.

In the interpretation and application of these regulations, all provisions shall be:

(A) Considered as minimum requirements;

(B) Liberally construed in favor of the governing body; and

(C) Deemed neither to limit nor repeal any other powers granted under state statutes. Where a provision of these regulations may be in conflict with a state or federal law, such state or federal law shall take precedence over these regulations.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.08 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Montgomery, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

(A) Severability - Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.09 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY STRUCTURE. A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

APPEAL. A request for review of the Floodplain Administrator's interpretation of any provision of these regulations or a request for a variance.

BASE FLOOD. The flood having a 1% chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or 100-year flood.

BASE (100-YEAR) FLOOD ELEVATION (BFE). The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the lowest adjacent natural grade elevation plus the depth number (from 1 to 3 feet).

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ENCLOSURE BELOW THE LOWEST FLOOR. See "Lowest Floor."

EXECUTIVE ORDER 11988 (FLOODPLAIN MANAGEMENT). Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The agency with the overall responsibility for administering the National Flood Insurance Program.

FILL. A deposit of earth material placed by artificial means.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD HAZARD BOUNDARY MAP (FHBM). Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

FLOOD INSURANCE RATE MAP (FIRM). An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.

FLOOD INSURANCE RISK ZONES. Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

- (1) **Zone A.** Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are not determined.
- (2) **Zones A1-30 and Zone AE.** Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are determined.
- (3) **Zone AO.** Special flood hazard areas inundated by the 100-year flood in any given year; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.
- (4) **Zone AH.** Special flood hazard areas inundated by the 100-year flood in any given year; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.
- (5) **Zone A99.** Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.
- (6) **Zone B and Zone X (shaded).** Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.
- (7) **Zone C and Zone X (unshaded).** Areas determined to be outside the 500-year floodplain.

FLOOD INSURANCE STUDY (FIS). The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.

FLOOD PROTECTION ELEVATION The Flood Protection Elevation, or FPE, is the base flood elevation plus 2 feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the Floodplain Administrator.

FLOODPROOFING. Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community. The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

FREEBOARD. A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

HISTORIC STRUCTURE. Any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or

(3) Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.

(4) Individually listed on the inventory of historic places maintained by the City of Montgomery whose historic preservation program has been certified by the Ohio Historic Preservation Office.

HYDROLOGIC AND HYDRAULIC ENGINEERING ANALYSIS. An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

LETTER OF MAP CHANGE (LOMC). A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

(1) Letter of Map Amendment (LOMA). A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR). A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain, and floodway delineations, and planimetric features.

One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevations and is, therefore, excluded from the special flood hazard area.

- (3) Conditional Letter of Map Revision (CLOMR). A comment by FEMA regarding a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in R.C. Chapter 4781.

MANUFACTURED HOME PARK. As specified in the Ohio Adm. Code 4781-12-01(K), a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority. Manufactured home park does not include any tract of land used solely for the storage or display for sale of manufactured homes.

MEAN SEA LEVEL. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP). The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

NEW CONSTRUCTION. Structures for which the "start of construction" commenced on or after the effective date of a floodplain regulation adopted by the City of Montgomery and includes any subsequent improvements to such structures. For the purposes of determining flood insurance rates, structures for which the "start of construction"

commenced on or after the effective date of initial FIRM [June 25, 1976], and includes any subsequent improvements to such structures.

PERSON. Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Rev. Code 111.15(A)(2) as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

RECREATIONAL VEHICLE. A vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGISTERED PROFESSIONAL ARCHITECT. A person registered to engage in the practice of architecture pursuant to Ohio Rev. Code 4703.01 and 4703.19.

REGISTERED PROFESSIONAL ENGINEER. A person registered as a professional engineer pursuant to Ohio Rev. Code Chapter 4733.

REGISTERED PROFESSIONAL SURVEYOR. A person registered as a professional surveyor pursuant to Ohio Rev. Code Chapter 4733.

SPECIAL FLOOD HAZARD AREA. Also known as "Areas of Special Flood Hazard", it is the land in the floodplain subject to a 1% or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, AI-30, and A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

START OF CONSTRUCTION. The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and

filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

STRUCTURE. A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures, which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a “historic structure”, provided that the alteration would not preclude the structure’s continued designation as a “historic structure”

.VIOLATION. The failure of a structure or other development to be fully compliant with these regulations.

VARIANCE. A grant of relief from the standards of these regulations.

§ 157.10 STATUTORY AUTHORIZATION.

ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the City Council of the City of Montgomery, State of Ohio, does ordain as follows:

USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION

§ 157.20 USE REGULATIONS.

The following use and development standards in this subchapter apply to development wholly within, partially within, or in contact with any special flood hazard area as established in § 157.05 or § 157.49(A).

(A) Permitted uses. All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by the City of Montgomery are allowed provided they meet the provisions of these regulations.

§ 157.21 WATER AND WASTEWATER SYSTEMS.

The following standards apply to all water supply, sanitary sewerage and waste disposal systems in the absence of any more restrictive standard provided under the Ohio Revised Code or applicable state rules:

(A) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;

(B) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,

(C) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.22 SUBDIVISIONS AND OTHER NEW DEVELOPMENTS.

(A) All subdivision proposals and all other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in the regulations;

(B) All subdivision proposals and all other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;

(C) All subdivision proposals and all other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and

(D) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.

(E) The applicant shall meet the requirement to submit technical data to FEMA in § 157.48(A)(1)(d) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by division (D) above of this section.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.23 RESIDENTIAL STRUCTURES.

The requirements of §157.23 apply to new construction of residential structures and to substantial improvements of residential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in §157.50.

(A) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (this division (A)) and construction materials resistant to flood damage (division (B) below of this section) are satisfied.

(B) New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.

(C) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

(D) New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. Where flood protection data are not available, the structure shall have the lowest floor, including basement, elevated at least 2 feet above the highest adjacent natural grade.

(E) New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings to allow the automatic equalization of hydrostatic pressure may have an enclosure below the lowest floor provided the enclosure meets the following standards:

- (1) Be used only for the parking of vehicles, building access, or storage; and
- (2) Be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
- (3) Have a minimum of 2 openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such

openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(F) Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

(G) Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of this § 157.23.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.24 NONRESIDENTIAL STRUCTURES.

The requirements of Section 157.24 apply to new construction and to substantial improvements of nonresidential structures in Zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under circumstances provided in Section 157.50.

(A) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of § 157.23(A) - (C) and (E) - (G).

(B) New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:

(1) Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;

(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,

(3) Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Floodproofing Certificate, that the design and methods of construction are in accordance with divisions (B)(1) and (2) above of this section.

(C) Where flood protection elevation data are not available, the structure shall have the lowest floor, including basement, elevated at least 2 feet above the highest adjacent natural grade.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.25 ACCESSORY STRUCTURES.

Structures that are 600 square feet or less which are used for parking and storage only are exempt from elevation or dry floodproofing standards within Zones A, A1-30, AE, AO, and AH designated on the community's FIRM. Such structures must meet the following standards:

- (A) They shall not be used for human habitation;
- (B) They shall be constructed of flood resistant materials;
- (C) They shall be constructed and placed on the lot to offer the minimum resistance to the flow of flood waters;
- (D) They shall be firmly anchored to prevent flotation;
- (E) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
- (F) They shall meet the opening requirements of Section 157.23 (E)(3).

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.26 RECREATIONAL VEHICLES.

Recreational vehicles on sites within Zones A, A1-30, AE, AO, or AH must meet at least one of the following standards:

- (A) They shall not be located on sites in special flood hazard areas for more than 180 days; or
- (B) They must be fully licensed and ready for highway use; or
- (C) They must be placed on the site pursuant to a floodplain development permit issued under Sections 157.41 and 157.42, and meet all standards of Section 157.23.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.27 GAS OR LIQUID STORAGE TANKS.

Within Zone A, A1-30, AE, AO, or AH, new or substantially improved above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.28 ASSURANCE OF FLOOD CARRYING CAPACITY.

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

(A) Development in Floodways.

(1) In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or

(2) Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:

(a) Meet the requirements to submit technical data in § 157.48(A);

(b) An evaluation of alternatives which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;

(c) Certification that no structures are located in areas which would be impacted by the increased base flood elevation;

(d) Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and

(e) Concurrence of the City Manager of City of Montgomery and the Chief Executive Officer of any other communities impacted by the proposed actions.

(B) Development in riverine areas with base flood elevations but no floodways.

(1) In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,

(2) Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:

(a) An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;

(b) Division (A)(2), items (a) and (c)-(e) above of this section.

(C) Alterations of a watercourse. For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

(1) The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.

(2) Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.

(3) The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with City of Montgomery specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.

(4) The applicant shall meet the requirements to submit technical data in § 157.48(A)(1)(c) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

ADMINISTRATION

§ 157.40 DESIGNATION OF FLOODPLAIN ADMINISTRATOR; DUTIES AND RESPONSIBILITIES.

(A) Designation of the Floodplain Administrator. The Zoning Administrator is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

(B) Duties and responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

(1) Evaluate applications for permits to develop in special flood hazard areas.

(2) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.

(3) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.

(4) Inspect buildings and lands to determine whether any violations of these regulations have been committed.

(5) Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for purpose of issuing floodplain development permits, elevation certificates, floodproofing certificates, variances, and records of enforcement actions taken for violations of these regulations.

(6) Enforce the provisions of these regulations.

(7) Provide information, testimony, or other evidence as needed during variance hearings.

(8) Coordinate map maintenance activities and FEMA follow-up.

(9) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.41 FLOODPLAIN DEVELOPMENT PERMITS.

It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in §§ 157.05, until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.42 APPLICATION REQUIRED.

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special

flood hazard area. Such application shall be made by the owner of the property or his or her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

(A) Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

(B) Elevation of the existing, natural ground where structures are proposed.

(C) Elevation of the lowest floor, including basement, of all proposed structures.

(D) Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.

(E) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:

(1) Floodproofing certification for non-residential floodproofed structure as required in § 157.24.

(2) Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of § 157.23(E) are designed to automatically equalize hydrostatic flood forces.

(3) Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in § 157.28(C).

(4) A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by § 157.28(B).

(5) A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by § 157.28(A).

(6) Generation of base flood elevation(s) for subdivision and other new developments as required by § 157.22.

(F) A floodplain development permit application fee.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.43 REVIEW AND APPROVAL OF A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION; INSPECTIONS.

(A) Review.

(1) After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in § 157.42 has been received by the Floodplain Administrator.

(2) The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

(B) Approval. Within thirty (30) days after receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If the Floodplain Administrator is satisfied that the development proposed in the floodplain development application conforms to the requirements of this ordinance, the Floodplain Administrator shall issue the permit. All floodplain development permits shall be conditional upon the commencement of work within 180 days. A floodplain development permit shall expire 180 days after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

(C) Inspections. The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.44 POST-CONSTRUCTION CERTIFICATIONS REQUIRED.

The following as-built certifications are required after a floodplain development permit has been issued:

(A) For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a *Federal Emergency Management Agency Elevation Certificate* completed by a registered professional surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.

(B) For all development activities subject to the standards of § 157.48(A), a Letter of Map Revision.

(C) For new or substantially improved nonresidential structures that have been floodproofed in lieu of elevation, where allowed, the applicant shall supply a completed *Floodproofing Certificate for Non-Residential Structures* completed by a registered professional engineer or architect together with associated documentation.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.45 REVOKING A FLOODPLAIN DEVELOPMENT PERMIT.

A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Board of Zoning Appeals in accordance with §§ 157.65 through 157.67 of these regulations.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.46 EXEMPTION FROM FILING A DEVELOPMENT PERMIT.

(A) An application for a floodplain development permit shall not be required for maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$2500.:

§ 157.47 STATE AND FEDERAL DEVELOPMENT

(A) Development that is funded, financed, undertaken, or preempted by state agencies shall comply with minimum NFIP criteria.

(B) Before awarding funding or financing or granting a license, permit, or other authorization for a development that is or is to be located within a 100-year floodplain, a state agency shall require the applicant to demonstrate to the satisfaction of the agency that the development will comply with minimum NFIP criteria and any applicable local floodplain management resolution or ordinance as required by Ohio Revised Code Section 1521.13. This includes, but is not limited to:

(1) Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Commerce and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 4781-12.

(2) Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.

(3) Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.

(C) Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

(1) Each federal agency has a responsibility to evaluate the potential effects of any actions it may take in a floodplain; to ensure that its planning programs and budget request reflect consideration of flood hazards and floodplain management; and to prescribe procedures to implement the policies and requirements of EO 11988.

§ 157.48 MAP MAINTENANCE ACTIVITIES.

To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that the City of Montgomery flood maps, studies and other data identified in § 157.05 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

(A) Requirement to submit new technical data.

(1) For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:

(a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

(b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

(c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

(d) Subdivision or other new development proposals requiring the establishment of base flood elevations in accordance with § 157.22.

(2) It is the responsibility of the applicant to have technical data, required in accordance with this division (A), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.

(3) The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

(a) Proposed floodway encroachments that increase the base flood elevation; and

(b) Proposed development which increases the base flood elevation by more than one foot in riverine areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to division (A)(1) above of this section.

(B) Right to submit new technical data. The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the City Manager of the City of Montgomery, and may be submitted at any time.

(C) Annexation/Detachment. Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Montgomery have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the City of Montgomery's Flood Insurance Rate Map accurately represent the City of Montgomery boundaries, include within such notification a copy of a map of the City of Montgomery suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Montgomery has assumed or relinquished floodplain management regulatory authority.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.49 DATA USE AND FLOOD MAP INTERPRETATION.

The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

(A) In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.

(B) Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.

(C) The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 157.65-157.67, Appeals and Variances.

(D) Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.50 USE OF PRELIMINARY FLOOD INSURANCE RATE MAP AND/OR FLOOD INSURANCE STUDY DATA

(A) Zone A:

(1) Within Zone A areas designated on an effective FIRM, data from the preliminary FIRM and/or FIS shall be reasonably utilized as best available data.

(2) When all appeals have been resolved and a notice of final flood elevation determination has been provided in a Letter of Final Determination (LFD), BFE and floodway data from the preliminary FIRM and/or FIS shall be used for regulating development.

(B) Zones AE, A1-30, AH, and AO:

(1) BFE and floodway data from a preliminary FIS or FIRM restudy are not required to be used in lieu of BFE and floodway data contained in an existing effective FIS and FIRM. However,

(a) Where BFEs increase in a restudied area, communities have the responsibility to ensure that new or substantially improved structures are protected. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data in instances where BFEs increase and floodways are revised to ensure that the health, safety, and property of their citizens are protected.

(b) Where BFEs decrease, preliminary FIS or FIRM data should not be used to regulate floodplain development until the LFD has been issued or until all appeals have been resolved.

(2) If a preliminary FIRM or FIS has designated floodways where none had previously existed, communities should reasonably utilize this data in lieu of applying the encroachment performance standard of § 157.28(B) since the data in the draft or preliminary FIS represents the best data available.

(C) Zones B, C, and X:

(1) Use of BFE and floodway data from a preliminary FIRM or FIS are not required for areas designated as Zone B, C, or X on the effective FIRM which are being revised to Zone AE, A1-30, AH, or AO. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data to ensure that the health, safety, and property of their citizens are protected.

§ 157.51 SUBSTANTIAL DAMAGE DETERMINATIONS.

(A) Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

- (1) Determine whether damaged structures are located in special flood hazard areas;
- (2) Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- (3) Require owners of substantially damaged structures to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

(B) Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

APPEALS AND VARIANCES

§ 157.65 APPEALS BOARD ESTABLISHED; POWERS AND DUTIES.

(A) Appeals Board established. The Board of Zoning Appeals as established per § 150.1006(A) and (C) of the Montgomery Codified Ordinances shall serve as the Appeals Board for the administration of this Chapter. Records of the Appeals Board shall be kept and filed at the Community and Development Department Office, City of Montgomery, 10101 Montgomery Road, Montgomery, Ohio 45242.

(B) Powers and duties.

(1) The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.

(2) Authorize variances in accordance with § 157.66 of these regulations.

(C) Appeals. Appeals will be heard pursuant to the procedures established in Chapter 150.20, §§ 150.2001 through 150.2009.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.66 VARIANCES.

Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(A) Application for a Variance

(1) Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.

(2) Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request

(B) Notice for Public Hearing

The Appeals Board shall schedule and hold a public hearing within thirty (30) days after the receipt of an application for a variance from the Floodplain Administrator. Prior to the hearing, a notice of such hearing shall be given in one (1) or more newspapers of general circulation in the community at least ten (10) days before the date of the hearing.

(C) Criteria for determination of variances.

(1) The applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

- (a) The danger that materials may be swept onto other lands to the injury of others.
- (b) The danger to life and property due to flooding or erosion damage.

(c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(d) The importance of the services provided by the proposed facility to the community.

(e) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.

(f) The necessity to the facility of a waterfront location, where applicable.

(g) The compatibility of the proposed use with existing and anticipated development.

(h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.

(i) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.

(k) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

(2) Variances shall only be issued upon:

(a) A showing of good and sufficient cause.

(b) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.

(c) A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.

(d) A determination that the structure or other development is protected by methods to minimize flood damages.

(e) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(3) Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of these regulations.

(D) Other conditions for variances.

(1) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(2) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in § 157.66(A)(1)(a) through (k) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(E) Procedure at Hearings

(1) All testimony shall be given under oath.

(2) A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.

(3) The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.

(4) The administrator may present evidence or testimony in opposition to the appeal or variance.

(5) All witnesses shall be subject to cross-examination by the adverse party or their counsel.

(6) Evidence that is not admitted may be proffered and shall become part of the record for appeal.

(7) The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.

(8) The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.67 APPEAL TO THE COURT.

Those aggrieved by the decision of the Appeals Board may appeal such decision to the Hamilton County Court of Common Pleas, pursuant to Ohio Rev. Code Chapter 2506.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

ENFORCEMENT

§ 157.80 COMPLIANCE REQUIRED.

(A) No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in § 157.46.

(B) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with § 157.82.

(C) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with § 157.82.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.81 NOTICE OF VIOLATION.

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

(A) Be put in writing on an appropriate form;

(B) Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action which, if taken, will effect compliance with the provisions of these regulations;

(C) Specify a reasonable time for performance;

(D) Advise the owner, operator, or occupant of the right to appeal;

(E) Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence,

or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

§ 157.82 VIOLATIONS AND PENALTIES.

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a misdemeanor of the first degree. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Montgomery. Each day such violation continues, shall be considered a separate offense. Nothing herein contained shall prevent the City of Montgomery from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Montgomery shall prosecute any violation of these regulations in accordance with the penalties stated herein.

(Ord. 5-2004, passed 5-5-04; Am. Ord. 7-2004, passed 6-2-04)

RESOLUTION NO. , 2023

**A RESOLUTION RECOGNIZING THE MONTH OF
MAY 2023 AS NATIONAL HISTORIC PRESERVATION MONTH
IN THE CITY OF MONTGOMERY**

WHEREAS, the City of Montgomery has a rich heritage which is manifested in numerous buildings throughout the City, including eight buildings listed in the National Historic Register; and

WHEREAS, this heritage enriches the lives of our residents, and it is in the public interest to preserve this legacy so that future generations may benefit from the cultural, aesthetic, educational, economic and inspirational benefits of their heritage; and

WHEREAS, the retention of the City of Montgomery's heritage is best accomplished only through the combined efforts of concerned individuals and organizations in the community.

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

SECTION 1. The City of Montgomery does hereby designate the month of May 2023 as ***National Historic Preservation Month*** in the City of Montgomery. We call special attention to the Montgomery Landmarks that have been carefully researched and recognized by the Landmarks Commission and the collection of our community history assembled by the Montgomery Historical Preservation Association at the Wilder Swaim House.

SECTION 2. The City of Montgomery is proud to be home to many authentic architectural representations of the City's historic cultural heritage.

SECTION 3. We hereby call upon all citizens to recognize our City's historical past, and to protect these precious resources for the enjoyment of future generations.

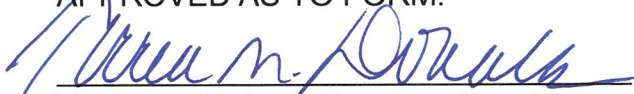
SECTION 4. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

ORDINANCE NO. _____, 2023

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.

WHEREAS, this Council has previously issued bond anticipation notes in the amount of \$7,500,000, which notes are about to mature and should be refinanced in a like or reduced principal amount; and

WHEREAS, the Finance Director, the fiscal officer of the City of Montgomery has heretofore estimated that the life of the project hereinafter described is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-five (25) years, and of the notes to be issued in anticipation thereof is seventeen (17) years; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Montgomery, (hereinafter called the "City"), County of Hamilton, Ohio, that:

SECTION 1. It is necessary to issue bonds of the City in the principal amount of not to exceed \$7,500,000, to refinance outstanding notes originally issued for the purposes of making public infrastructure improvements, including road improvements consisting of constructing new roads, curbs and sidewalks; installing water mains, sewers and storm sewers; and all related improvements, including site development and engineering in the City of Montgomery. Said bonds shall be dated approximately March 1, 2024, shall bear interest at the estimated rate of five per centum (5%) per annum and shall mature in substantially equal annual or semiannual installments over a period not exceeding twenty-five (25) years after their issuance.

SECTION 2. It is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$7,500,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. The Notes shall be dated the date of their issuance, shall bear interest at a rate not to exceed five and one half per centum (5.50%) per annum, payable at maturity, shall mature not more than one year from the date of their issuance, and shall be of such number and denomination as may be requested by the purchaser, however the Notes shall be issued only in authorized denominations of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. This Council hereby covenants that it will not exchange or reissue the Notes in less than authorized denominations other than through a "primary offering", as that term is defined in SEC Rule 15c2-12. Interest on the Notes shall be calculated on an actual days elapsed, 360-day year basis.

Final terms of the Notes, which shall be consistent with this ordinance, shall be set forth in the certificate of award ("Certificate of Award") which is hereby authorized and which shall be executed by the Finance Director without further action of this Council.

SECTION 4. The Notes shall be executed by the City Manager and Finance Director and shall bear the seal of the corporation. The Notes shall be designated "Public Infrastructure Improvements

Limited Tax General Obligation Bond Anticipation Notes, Series 2020, 2023 Renewal” or as otherwise designated in the Certificate of Award, and shall be payable in Federal Reserve funds by the paying agent and registrar for the Notes as determined by the Finance Director, and shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

SECTION 5. Said Notes shall be sold by the Finance Director at public or private sale, at the discretion of such officer and awarded by such officer without further action by this Council, at not less than the par value of such Notes together with interest thereon, if any, as specified in Section 3 of this Ordinance. The proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper fund and used for the purpose aforesaid and for no other reason, and for which purpose said money is hereby appropriated. Accrued interest and premium, if any, received on the sale of said Notes, shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of said Notes in the manner provided by law.

Notwithstanding the above, the Finance Director is hereby directed to withhold delivery of the Notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City a certificate acknowledging that the original purchaser will sell the notes to no more than 35 persons, each of whom the original purchaser reasonably believes (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (ii) is not purchasing for more than one account or with a view to distributing the Notes.

SECTION 6. The Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value received from the sale of bonds anticipated by the Notes, and any excess fund resulting from the issue of the Notes, shall to the extent necessary be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. During the period while the Notes run there shall be levied upon all of the taxable property in the City within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent that debt service on said obligations is appropriated and paid from other municipal sources said tax shall not be collected for the purposes thereof.

SECTION 8. This Council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Section 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations prescribed thereunder. The Finance

Director or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of Sections 103(b)(2) and 148 of the regulations thereunder.

These Notes are hereby designated “qualified tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code. The City did not anticipate issuing more than \$10,000,000 of “qualified tax-exempt obligations” during the year of original designation.

SECTION 9. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 10. The firm of Dinsmore & Shohl LLP, is hereby engaged as the City’s “Bond Counsel” pursuant to the engagement letter on file with the City.

SECTION 11. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of Bond Counsel, necessary to carry out the purposes of this Ordinance.

SECTION 12. This City Council hereby authorizes and directs the Finance Director to take any and all actions which may be necessary to issue the Notes in book-entry-only form without further action by this Council including execution of all documents necessary therefor.

SECTION 13. The Finance Director is hereby authorized to apply, if she deems it appropriate, for a rating on the Notes from either Standard & Poor’s Corporation or Moody’s Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by Bond Counsel.

SECTION 14. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

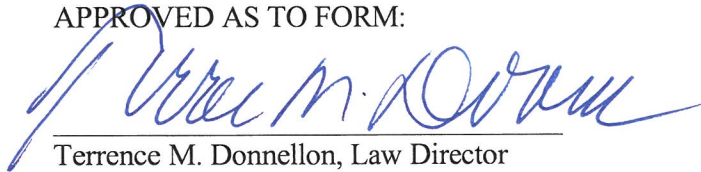
SECTION 15. That this ordinance is hereby declared to be an emergency measure for the reason that the public peace, health, safety and welfare of the inhabitants of the City of Montgomery require the immediate issuance of said notes to provide funds for the orderly refinancing of the improvements, to which they relate, including obtaining a favorable interest rate, and this ordinance shall take effect immediately upon its adoption.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. _____, passed by the Council of the City of Montgomery, Ohio in session on the _____ day of May, 2023, and approved by the Mayor in conformity with the Charter of the City of Montgomery, Ohio.

I certify that I filed a copy of said Ordinance with the Auditor of Hamilton County, Ohio on _____, 2023.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Montgomery, Ohio this _____ day of May, 2023.

Connie M. Gaylor, Clerk of Council

RECEIPT

Received this _____ day of May, 2023, a certified copy of the foregoing Ordinance of the City of Montgomery, Ohio.

Auditor, Hamilton County, Ohio

By _____
Deputy County Auditor

CERTIFICATE

The undersigned, Clerk of Council of said City, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of said City, held on the ____ day of May, 2023, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Connie M. Gaylor
Clerk of Council

CERTIFICATE OF MEMBERSHIP

The undersigned, Clerk of the Council of the City of Montgomery, County of Hamilton, Ohio, hereby certifies that the following were the officers of the City and the members of Council during the time period when proceedings were taken authorizing the issuance of not to exceed \$7,500,000 – Public Infrastructure Improvements Limited Tax General Obligation Bond Anticipation Notes, Series 2020, 2023 Renewal, dated the date of their issuance:

Mayor	<u>Craig Margolis</u>
City Manager	<u>Brian K. Riblet</u>
Finance Director	<u>Maura Gray</u>
Member of Council	<u>Lee Ann Bissmeyer</u>
Member of Council	<u>Michael Cappel</u>
Member of Council	<u>Ronald Messer</u>
Member of Council	<u>Sasha Naiman</u>
Member of Council	<u>Chris Dobrozsi</u>
Member of Council	<u>Ken Suer</u>
Clerk of Council	<u>Connie M. Gaylor</u>
Director of Law	<u>Terrence M. Donnellon</u>

Connie M. Gaylor, Clerk of Council

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of the City of Montgomery, County of Hamilton, Ohio, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes, and that all such proceedings were held in compliance with the law.

Connie M. Gaylor, Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS
AND BOND ANTICIPATION NOTES

Based upon information provided by and in response to the request of the Council of the City of Montgomery, Ohio, the Finance Director of the City of Montgomery, Ohio, being the fiscal officer of the City of Montgomery, Ohio, within the meaning of Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements to be acquired with the proceeds of the sale of not to exceed \$7,500,000 of bonds for the purpose of refinancing outstanding notes originally issued for the purposes of making public infrastructure improvements in the City, including road improvements consisting of constructing new roads, curbs and sidewalks; installing water mains, sewers, and storm sewers; and all related improvements, including site development and engineering, is at least five (5) years and that the maximum maturity of said bonds is twenty-five (25) years and of notes issued in anticipation thereof, seventeen (17) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of May, 2023.

Maura Gray, Finance 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 Work Session Minutes
April 19, 2023

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Kevin Chesar, Community Dev. Dir.
John Crowell, Police Chief
Gary Heitkamp, Public Works Director
Amy Frederick, Communications and Engagement Coord.
Connie Gaylor, Clerk of Council

City Council Members Present

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

City Council convened its Work Session for April 19, 2023 at 6:00 p.m. at City Hall with Mayor Margolis presiding.

ROLL CALL

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

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

SPECIAL PRESENTATIONS

Mr. Dobrozsi presented Christine Genovese with a Certificate of Appreciation for her service on the Arts Commission. City Council and staff expressed their gratitude to Ms. Genovese for her commitment to developing great programming through the Arts Commission and her dedication to the community.

Mayor Margolis presented Trish Smith with a Proclamation for National Animal Therapy Day. Ms. Smith was accompanied by “Rosie” her therapy dog that she takes to area hospitals, nursing homes and other facilities through the Pet Partners association. City Council thanked Ms. Smith for her commitment as a therapy pet owner to provide this valuable service to the community.

LEGISLATION FOR CONSIDERATION THIS EVENING

There was no legislation for consideration at the meeting.

ESTABLISHING AN AGENDA FOR MAY 3, 2023 BUSINESS SESSION

PENDING LEGISLATION

An Ordinance Amending Chapter 156.02 of The Land Usage Code, Subdivision Regulations: Requirements For Subdivision Approval

Mayor Margolis explained that this would be the second reading of this legislation and asked if there were any updates.

Mr. Chesar responded there were none.

An Ordinance Amending Chapter 157 of The Land Usage Code, Floodplain Management Regulations And Flood Damage Prevention, And Declaring An Emergency

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 Work Session Minutes

April 19, 2023

Page 2

55 Mayor Margolis asked if there were any updates.

56

57 Mr. Chesar responded there were none.

58

59 Mayor Margolis explained that it would be requested at the May 3 Business Session that the second and third
60 readings be suspended, and the legislation be passed as an emergency to comply with the FEMA deadline.

61

62 **NEW LEGISLATION**

63

64 **A Resolution Recognizing The Month of May 2023 As National Historic Preservation Month in The City of**
65 **Montgomery**

66

67 Mayor Margolis assigned the legislation to Vice Mayor Bismeyer.

68

69 Ms. Henao explained that, if approved, this Resolution will recognize the month of May as National Historic
70 Preservation Month in the City of Montgomery. She stated that traditionally Montgomery has passed a Resolution
71 endorsing historic preservation and the heritage of Montgomery. She explained that based on the positive response
72 the City receives on the downtown walking tour as well as the fantastic turnout for Lanterns and Landmarks, it is
73 clear that the more people become familiar with the City's history and the Landmark buildings, the more
74 appreciative they become of the community and committed they are to preserving the past. Additionally, the City's
75 downtown Heritage District is appreciated throughout the region and its unique character draws visitors to the City's
76 restaurants and stores, which helps add vitality to the community.

77

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

81

82 Mayor Margolis assigned the legislation to Mr. Suer.

83

84 Mr. Riblet explained that, if approved, this Ordinance will refinance certain Bond Anticipation Notes related
85 to funding construction and engineering services for the Montgomery Quarter Project. He explained the Notes
86 must either be paid in full or refinanced within the second quarter of this year. He stated that it is recommended
87 that the City refinance the Notes for another year due to the fluctuating financial markets. In the future, once
88 the Montgomery Quarter Project through at least Stage 1 has been completed, the City can make the decision
89 to issue permanent Notes to be repaid with revenues generated from the completed project. Mr. Riblet
90 explained that considering the current market fluctuations, the Ordinance is requested to be passed as an
91 emergency to give our financial advisors the maximum flexibility to price the Bonds and complete refinancing.

92

93 Mr. Dobrozsi explained that he would recuse himself from the vote and discussion moving forward. He
94 explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability
95 companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from
96 discussion and abstain from voting upon legislation related to the Montgomery Quarter project.

97

98 Mr. Messer asked for clarification on what the interest rate would be when refinanced.

99

100 Mr. Riblet explained that he felt it would be very close to 4%.

101

102

103

104

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 Work Session Minutes

April 19, 2023

Page 3

105 **ADMINISTRATION REPORT**

106

107

Mr. Riblet reported the following items:

108

109

- The next City Council Business Session is scheduled for Wednesday, May 3 at 6:00 p.m.

110

111

- There are no agenda items for the Law and Safety, Financial Planning or Planning, Zoning and Landmarks Committees of Council and recommends cancelling the meetings for the month of May.

112

113

114

- The Committee meetings for Monday, May 8 will be confirmed at the May 3 Business Session meeting.

115

116

- The Mental Health Fair was a great success. Mr. Riblet thanked staff and City Council who attended to facilitate and support the event.

117

118

- Matthew Vanderhorst is attending the Transforming Local Government Conference this week. The Transforming Local Government (TLG) Conference is the Alliance for Innovation's annual conference that brings together local government leaders, innovators, and experts in a variety of fields to collaborate, share ideas and strategies, and network. This conference is being held in person in Kansas City, MO.

119

120

121

122

- Barrett Paving is anticipating beginning Phase 4 construction of the Pfeiffer Road at Deerfield Road roundabout on Monday, May 8. This phase involves the closure of Deerfield Road south of Pfeiffer Road for approximately 45 Days. Residents living on Deerfield Road south of the intersection, along with residents on Huntersknoll Court and Ivygate Lane, will be detoured to Montgomery Road. Signage indicating the upcoming closure will be posted soon, along with traffic detour signage. Pfeiffer Road and Deerfield Road north of the intersection will remain open.

123

124

125

126

127

128

129

- An agreement with Dynegy Energy Services will be added to the May 3 agenda with a request to pass that evening. This agreement will lock in electric rates for City facilities and streetlights.

130

131

132

- A contract with Strawser, Inc. was authorized to complete the 2023 Crack Sealing program in the amount of \$28,284 and includes six city streets and the City Hall parking lot. The work will be performed in the summer/fall timeframe.

133

134

135

136

137 **Human Resources**

138

139

- The Civil Service Commission met to certify a new eligible list for the patrol officer classification. Mr. Riblet added that the list certified 11 new candidates.

140

141

142 **Events**

143

144

- The 2023 Annual Volunteer Dinner is scheduled for Wednesday, April 26 at the Montgomery Inn beginning at 6:30 p.m.

145

146

147

- As a reminder, the Development Team has extended an invitation to City Council and Senior Staff for a hard-had tour of the apartments on Friday, May 5 from 3:00 to 4:00 p.m.

148

149

150

- There is a Hamilton County Municipal League (HCML) meeting scheduled for Saturday, May 13 beginning at 9:00 a.m. at the Sharonville Fire Department. The speaker is Mark Policinski, CEO of OKI and their impact on local governments. This is the same morning as Beautification Day.

151

152

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 Work Session Minutes

April 19, 2023

Page 4

153

154

- As a reminder, the MQ Celebration is scheduled for Friday, May 19 at the MQ site. This event will run from 6:00 to 9:30 pm and will celebrate the accomplishments of many years of work between the City and the Development Team. Please mark your calendars to attend this special event.

155

156

157

158

Mr. Riblet requested an Executive Session for matters related to consider confidential information of an applicant for economic development assistance.

159

160

161

LAW DIRECTOR REPORT

162

163

Mr. Donnellon reported that the state operating budget is in front of the legislature in Columbus. He explained that at this time there has not been a change to the Local Government Fund percentage as it currently remains at the 1.7% of General Revenue Fund revenues proposed by the governor.

164

165

166

167

Mr. Donnellon explained that there were tax cuts included in the budget, but it is not apparent yet how that would affect local income tax collections.

168

169

170

Mr. Donnellon explained that the proposed budget increases competitive bidding thresholds to \$75,000 for municipalities to increase annually by 3%.

171

172

173

Mr. Donnellon added that part of the income tax cuts includes eliminating municipal income tax for minors. He stated that all of the cuts are still reflective of the attempted control of the State impeding local rule.

174

175

176

CITY COUNCIL REPORTS

177

178

Mr. Cappel

179

Mr. Cappel reported that cardboard recycling was held on April 15 and was lightly attended but thanked Mr. Heitkamp for his assistance in getting a different cardboard dumpster with a locking lid as this has considerably reduced the amount of contaminated items mixed into the cardboard.

180

181

182

183

Mr. Cappel reported that the City received approximately \$31,000 through the Hamilton County recycling grant.

184

185

186

Vice Mayor Bissmeyer

187

Vice Mayor Bissmeyer reported that along with Mr. Dobrozsi and Mr. Suer she met with Staff to interview four different firms regarding the Comprehensive Community Plan RFP. She stated that team narrowed their selection to the top two for staff to consider and obtain quotes from.

188

189

190

191

192

Mr. Dobrozsi

193

Mr. Dobrozsi stated that the Mental Health Fair was a great event and thanked staff for their efforts in putting the event together. He stated that the comments he heard from the vendors who participated were how valuable it was for them to make connections with each other. He stated the format of the speakers and the vendor room at Twin Lakes worked very well.

194

195

196

197

198

Mr. Dobrozsi reported that the at the Government Affairs Committee meeting facility signage was discussed and a first look at proposed designs and materials were presented. He stated that staff will take the Committees feedback back to Kolar Designs and provide updates in the upcoming months.

199

200

201

202

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 Work Session Minutes

April 19, 2023

Page 5

203 Mr. Dobrozsi reported the Sister Cities Commission discussed the following items:

204 • Soiree En Blanc is scheduled for June 3 and will be held at the Montgomery Quarter;

205 • Bastille Day planning.

206

207 Mr. Dobrozsi reported that at the Arts Commission meeting the following items were discussed:

208 • Elections were held and the officer positions remained the same with Greg Leader as Chair, Bonnie
209 Pendleton as Vice Chair and Elise Williams as Secretary;

210 • The Commission discussed a new event incorporating a restaurant tour.

211

212 Mr. Dobrozsi attended an OKI presentation on the Brent Spence Bridge Construction. He stated that he sent an
213 email to Mr. Riblet that featured a drone video showing the proposed construction and asked Mr. Riblet to forward
214 that to City Council and staff.

215

216 **Mrs. Naiman**

217

218 Mrs. Naiman reported that at the last Diversity and Inclusion Commission meeting there was a presentation by
219 Sycamore Junior High International Club.

220

221 Mrs. Naiman reported that at the Parks and Recreation Commission the following topics were discussed:

222 • Star Party;

223 • Movie in the Park;

224 • A new event that would be an “Amazing Race” event in the parks.

225

226 Mrs. Naiman reported that she was grateful for our parks and how they are used. She explained that two groups
227 used the parks to hold events that would benefit Ukrainian refugees.

228

229 **Mr. Suer**

230

231 Mr. Suer stated that he attended the ribbon cutting for the Livery restaurant and felt that the area is coming together
232 and could envision the popularity of the area now becoming a destination spot.

233

234 Mr. Suer explained that he also attended the Mental Health Fair and felt that it went really well. He stated that he
235 felt the event could be held annually.

236

237 Mr. Suer asked about the vacancy on the Board of Tax Review and if it was time to hold interviews at a May 1
238 meeting.

239

240 Ms. Gaylor replied that she had only received one application, which she had forwarded on to the Committee. She
241 explained that she had also sent left messages for the City Manager appointees in addition to the emails that she had
242 previously sent and had received no responses from them.

243

244 Mr. Suer asked her to reach out to the one applicant to invite them to have an interview.

245

246 Mr. Suer also asked about the two vacancies on the Planning Commission and asked if they had attended meetings.

247

248 Mr. Chesar replied that one applicant has attended a meeting but there had not been subsequent meetings since that
249 time.

250

251 Mr. Suer advised staff to hold off on scheduling interviews until after a Planning Commission meeting had been
252 held.

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 Work Session Minutes

April 19, 2023

Page 6

253

254 **Mr. Messer**

255

256 Mr. Messer stated that the Law and Safety Committee did not meet in April. He stated that as Mr. Riblet had
257 reported, Civil Service met that afternoon, and the eligibility list was established in hopes of filling four openings
258 at the police department.

259

260 Mr. Messer extended his thoughts on the Mental Health Fair and how valuable of an event it was for the community.

261

262 **Mayor Margolis**

263

264 Mayor Margolis provided feedback on the Mental Health Fair and his appreciation to staff and also Hamilton County
265 Commissioner Denise Driehaus for attending.

266

267 Mayor Margolis reported that he would be attending the HCML meeting on Saturday, May 13.

268

269 Mayor Margolis reported that he would be meeting with Ohio State Representative Greg Landsmen along with Vice
270 Mayor Bissmeyer, Mr. Dobrozsi and staff on May 31.

271

272 Mr. Dobrozsi asked to add that he, Vice Mayor Bissmeyer and Mr. Cappel recently judged the Boy Scout Essay
273 contest as in the past and would like to invite the winners to come to a council meeting to read their essays. He
274 stated he would work with Ms. Gaylor to schedule this when the winners were named.

275

276 **MINUTES**

277

278 Mr. Cappel moved to accept the April 5, 2023 Business Session minutes as written. Vice Mayor Bissmeyer
279 seconded. City Council unanimously agreed.

280

281 **OTHER BUSINESS**

282

283 There was no other business.

284

285 **EXECUTIVE SESSION**

286

287 Mayor Margolis asked for a motion to go into Executive Session for matters related to consider confidential
288 information of an applicant for economic development assistance. Mr. Cappel made a motion to adjourn the
289 Executive Session for matters related to considering confidential information of an applicant for economic
290 development assistance. Vice Mayor Bissmeyer seconded.

291

292 The roll was called and showed the following vote:

293

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

295 NAY: (0)

296

297 Mayor Margolis stated there would be no further items discussed nor votes taken when Public Session was
298 reconvened.

299

300 Council adjourned into Executive Session at 6:59 p.m.

301

302 Council reconvened into Public Session at 7:07 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 Work Session Minutes

April 19, 2023

Page 7

303

304 **ADJOURNMENT**

305

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

308

309 Mr. Cappel moved to adjourn. Mrs. Naiman seconded. City Council unanimously agreed.

310

311 City Council adjourned at 7:07 p.m.

312

313

314

315

316

Connie Gaylor, Clerk of Council