

December 15, 2023

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Work Session of Wednesday, December 20, 2023

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, December 20 at 6:00 p.m.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentations
 - a. Jeff and Keli Womeldorff will be presented with a Certificate of Appreciation as the Fall Seasons of Beauty Winners by the Beautification and Tree Commission
 - b. A Montgomery Quarter Update will be presented to City Council
4. Guest and Residents
5. Legislation for Consideration this Evening
 - a. An Ordinance to Modify Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio, During the Fiscal Year Ending December 31, 2023—Please find attached correspondence from Maura Gray, Finance Director, requesting that City Council approve this Ordinance that will amend appropriations for current expenses and other expenditures during the fiscal year ending December 31, 2023. The year-end supplemental appropriations are necessary to reconcile line items which had expenditures exceed budget for various reasons, which need additional appropriations or are required to be reduced by law.

Add to the Agenda

Voice Vote

Assign to a City Council Member

Move to read the Ordinance by title only

Voice Vote

Read title and move to suspend the rules requiring reading of the Ordinance on three separate occasions.

Roll Call Vote

Explain Ordinance

Roll Call Vote

6. Establishing an Agenda for January 3, 2024 Business Session

Pending Legislation

There is no pending legislation

New Legislation

- a. A Resolution Accepting a Bid and Authorizing The City Manager To Enter Into A Contract With Ford Development Corporation for the 2023 Montgomery Road Sidewalk Project—Please find attached correspondence from Gary Heitkamp, Public Works Director, requesting that City Council consider this Resolution that, if approved, will authorize the City Manager to enter into a contract with Ford Development Corporation to construct sidewalk from 9840 to 10040 Montgomery Road. In March 2023, the City of Montgomery was approved by SORTA for a reimbursement grant of 70% (not to exceed \$184,730.00) to complete the construction of a concrete sidewalk. The project is included in the Capital Improvement Budget for 2023 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$199,600.00, which is the amount of the Base Bid plus a 10% contingency.

Add this Resolution to the January 3, 2024 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- b. A Resolution Accepting a Bid and Authorizing The City Manager To Enter into a Contract with Bansal Construction, Inc. for the 2023 Montgomery Road Traffic Signal Improvements (North System) Project—Please find attached correspondence from Gary Heitkamp, Public Works Director, requesting that City Council consider this Resolution that, if approved, will authorize the City Manager to enter into a contract with Bansal Construction, Inc. to complete the Montgomery Road Signal Improvement Project. The project will improve six (6) traffic signals located on Montgomery Road, located at the intersections of Mitchell Farm Lane, Market Place Lane, Schoolhouse Lane, Hopewell Road,

Pfeiffer Road, and Bethesda North Hospital. The project was included in the Capital Improvement Budget for 2023 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$280,000.00, which is the amount of the Base Bid, Alternates 1 through 4, and a 3% contingency.

Add this Resolution to the January 3, 2024 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

- c. A Resolution authorizing the City Manager to enter into a Contract with Penn Care Incorporated for the purchase of a Braun 2025 E450 Chief XL Type III Ambulance—Please find attached correspondence from Fire Chief Paul Wright requesting that City Council consider this Resolution that, if approved, will authorize the City Manager to enter into a contract with Penn Care Incorporated for the purchase of a Braun 2025 E450 Chief XL Type III Ambulance. The ambulance will be purchased through the bid process conducted through the State of Ohio Cooperative Purchasing Program. The base bid for the ambulance totals \$267,322.00, with additional STS and Non-STS options totaling \$44,211.04 and a contingency amount of \$6,466.16. These numbers, when combined, total \$317,999.20. \$320,000 is budgeted in account 223.000.5405 as part of the City's 2024 Capital Improvement Program.

Add this Resolution to the January 3, 2024 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

7. Administration Report
8. Law Director Report
9. City Council Member Reports
 - a. Mrs. Bissmeyer
 - b. Mrs. Mills-Reynolds
 - c. Mr. Dobrozsi
 - d. Vice Mayor Naiman
 - e. Mr. Suer
 - f. Mr. Margolis
 - g. Mayor Messer

10. Approval of Minutes- December 4, 2023 Special Session and December 6, 2023 Organizational Meeting and Business Session

11. Other Business

a. Update on Recreational Marijuana

12. Executive Session

13. Adjournment

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

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

December 20, 2023
City Hall
6:00 p.m.

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



CITY OF

MONTGOMERY

Certificate of Appreciation

to

Jeff and Keli Womeldorff

7700 Campus Lane

WHEREAS, the Montgomery Beautification and Tree Commission has selected the home of **Jeff and Keli Womeldorff**, as the 2023 Fall Seasons of Beauty Award Winner; and,

WHEREAS, the **Womeldorff** home was crawling with large spiders and blooming annuals that complimented the black and white façade of this contemporary house. Decorative black spiders greeted guests from the front columns of the home with white mums flanking the front steps; and,

WHEREAS, the flowers were highlighted with fall pumpkins and gourds in a variety of colors which all blended seamlessly with the homes newer landscaping of yellow and green junipers, variegated liriope, boxwoods, and other evergreens. Taking in the sites of both the changing fall colors and trick-or-treaters, a family of skeletons were found relaxing on the front porch with their skeleton dog; and,

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

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

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

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

December 7, 2023

TO: Brian K. Riblet, City Manager

FROM: Maura Gray, Finance Director 

SUBJECT: Ordinance Request to Amend Appropriations for Current Expenditures During Fiscal Year 2023

Introduction

It is necessary for City Council to consider an ordinance to amend the appropriations for current expenditures for FY 2023 to balance the FY 2023 Budget.

Financial Impact

Total estimated General Fund intra-fund transfers are \$97,000. Total reduction in all funds appropriation is \$1,060,000. Appropriation increases total \$294,000 based on the attached schedule. There is an adequate fund balance in each fund to support the appropriation increase.

Background

The original FY 2023 Budget included a total appropriation of \$33,330,630 as passed on December 7, 2022, on Ordinance #10, 2022. Ordinance #5, 2023 increased appropriations by \$742,000. Ordinance #9, 2023 increased appropriations by \$1,040,000. Ordinance #12 increased appropriations and transfers \$5,000,000 for a current total appropriation (including transfers) of \$40,112,630. As of the December 6th review of appropriations, there are transfers and appropriations requested to align appropriation with estimated year end expenditures. The attachment has three sections and includes a fund transfer section, an appropriation reduction section, and an additional appropriation section.

Financial Impact

Section One includes a General Fund intra-fund transfer of \$97,000 from the General Fund 101 department level personnel to non-personal objects. The Recreation Department and Finance Department are utilizing personnel savings to cover additional contract services costs for each department.

Section Two includes a reduction of appropriation in Fund 329 Montgomery Quarter TIF of \$500,000, and Fund 331 Vintage Club TIF by \$500,000. There is also a recommendation for a \$60,000 reduction of appropriation in Fund 480 Downtown Improvements due to appropriating \$60,000 more than is necessary for the fund.

Section Three includes suggested appropriation increases for all funds. The General Fund general government requires an additional \$250,000 in appropriation due to increased Income Tax refunds. Fund 324, the General Bond Retirement Fund, was also impacted by the increase in Income Tax refunds and requires an additional \$32,000 in appropriations. Fund 209 Memorials Fund experienced increased donations. The City's commitment to the existing donations has increased by \$4,000. Fund 227 Special Assessments expenditures requires an additional appropriation of \$6,000 as expenditures were higher than expected. Fund 461 Triangle TIF fund expenditures slightly exceeded original estimates and it requires an appropriation increase of \$2,000. All Fund balances are sufficient to support these increases in appropriations.

Recommendation

It is recommended that City Council pass the proposed ordinance to amend appropriations for the FY 2023 Budget.

ORDINANCE NO. _____, 2023

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

WHEREAS, the 2023 Appropriation Ordinance No. 10, 2022 passed December 7, 2022, appropriated funds for the year 2023; and

WHEREAS, Ordinance No. 5, 2023 and Ordinance No. 12, 2023, made midyear adjustments to appropriations; and

WHEREAS, to close out the 2023 fiscal year, it is recommended to align transfers and reductions, and increase appropriations within various funds to be able to issue the necessary close out reports; and

WHEREAS, the Finance Director has recommended the attached Schedule of adjustments to amend appropriations for fiscal year 2023 expenses and expenditures.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery, Hamilton County, Ohio, that the appropriation Ordinance be amended as below:

SECTION 1. The 2023 appropriation Ordinances be amended and the appropriate funds be adjusted to reflect the transfers, reductions, and additional appropriations as detailed on the attached Schedule A, as if fully incorporated herein.

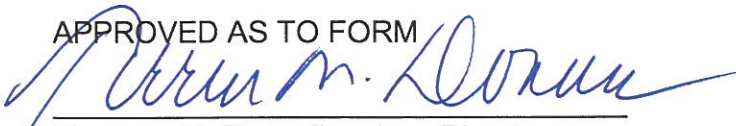
SECTION 2. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Connie Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM



Terrence M. Donnellon, Law Director

**City of Montgomery
2023 End of Year Supplemental Appropriations**

Section 1: 2023 End of Year Appropriation Transfers

From Account (Source)	Amount	To Account (Use)	Amount
101.301 General Fund Recreation Personnel	7,000.00	101.301 General Fund Recreation Non Personnel	7,000.00
101.702 General Fund Finance Personnel	<u>90,000.00</u>	101.702 General Fund Finance Non Personnel	<u>90,000.00</u>
	\$ 97,000.00		\$ 97,000.00

Section 2 : 2023 End of Year Appropriation Reductions

From Account (Source)	Amount	To Account (Use)	Amount
329 MQ TIF Non Personnel	500,000.00	329 MQ TIF Unappropriated Balance	500,000.00
331 Vintage Club TIF Non Personnel	500,000.00	331 Vintage Club Unappropriated Balance	500,000.00
480 Downtown Improvements Non Personnel	<u>60,000.00</u>	480 Downtown Improvements Unappropriated Bal	<u>60,000.00</u>
	\$ 1,060,000.00		\$ 1,060,000.00

Section 3 : 2023 End of Year Additional Appropriations

From Account (Source)	Amount	To Account (Use)	Amount
101 General Fund Unappropriated Balance	250,000.00	101.715 General Fund Gen Gov Non Personnel	250,000.00
209 Memorials Unappropriated Balance	4,000.00	209 Memorials Non Personnel	4,000.00
227 Special Assessment Unappropriated Balance	6,000.00	227 Special Assessment Non Personnel	6,000.00
324 Gen Bond Retire Unappropriated Balance	32,000.00	324 Gen Bond Retire Non Personnel	32,000.00
461 Triangle TIF Unappropriated Balance	<u>2,000.00</u>	461 Triangle TIF Non Personnel	<u>2,000.00</u>
	\$ 294,000.00		\$ 294,000.00

Reduction in Total Fund Balance \$ 766,000.00

December 13, 2023

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director

SUBJECT: Montgomery Road Sidewalk Project (#9840 to #10040 Montgomery Road)

Request

It is requested that City Council adopt a Resolution authorizing the City Manager to enter into a Contract with Ford Development Corp. to construct the Montgomery Road Sidewalk Project (#9840 to #10040 Montgomery Road).

Financial Impact

The Montgomery Road Sidewalk Project (#9840 to #10040 Montgomery Road) was included in the Capital Improvement Budget for 2023 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$199,600.00, which is the amount of the Base Bid plus a 10% contingency.

Upon completion of construction, the City will be reimbursed 70% of the construction cost from a Transit Infrastructure Fund Grant received from the Southwest Ohio Regional Transit Authority (SORTA).

Background

In March 2023, the City of Montgomery was approved by SORTA for a reimbursement grant of 70% (not to exceed \$184,730.00) to complete the construction of a concrete sidewalk on the east side of Montgomery Road from #9840 Montgomery Road to #10040 Montgomery Road encompassing the frontage of three properties where sidewalk currently does not exist. The three properties are Schoolhouse Plaza, Camargo Cadillac, and Twin Lakes (across from Mitchell Farm Lane).

The project was publicly advertised, and a bid opening was held on Wednesday, December 13th at 10:00 AM. A total of six (6) bids were received for this project. The lowest and best bid received was provided by Ford Development Corp. A complete

bid summary of the six (6) companies that submitted a bid is attached, summarized as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Ford Development Corp.	\$181,471.00
Adelta Construction Inc.	\$186,203.01
Rack & Ballauer Excavating Inc.	\$213,722.15
Fred A. Nemann Co.	\$234,794.00
Prus Construction	\$243,977.30
W.G. Stang LLC	\$281,695.00
Engineer's Opinion of Construction Cost	\$248,190.00

Recommendation

Staff has reviewed the bids received and determined that the bid received from Ford Development Corp. is the lowest and best bid for the Montgomery Road Sidewalk Project (#9840 to #10040 Montgomery Road)..

It is requested that City Council adopt legislation authorizing the City Manager to enter into a Contract with Ford Development Corp. to construct the project.

The amount of the recommendation includes \$18,129.00 in project contingency funding, which is an amount equal to 10% of the Base Bid.

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

Attachment - bid tabulation

CT Consultants

PROJECT: MONTGOMERY ROAD SIDEWALK - LAKEVIEW CT TO SCHOOLHOUSE LN
PROJECT: 230394

DATE: 07/11/23 CITY OF MONTGOMERY, HAMILTON COUNTY

ITEM NO.	SPEC. NO.	ITEM	Estimated Quantity	Unit of Measure	Unit Cost Total	Total Amount Bid	Ford Development		Adleta Construction		Rack & Ballauer		Fred Nemann		Prus Construction		W.G. Stang	
1	201	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$4,887.72	\$4,887.72	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
2	203	EXCAVATION	14	CY	\$100.00	\$1,400.00	\$50.00	\$700.00	\$62.61	\$876.54	\$185.00	\$2,590.00	\$100.00	\$1,400.00	\$84.00	\$1,176.00	\$100.00	\$1,400.00
3	203	EMBANKMENT	34	CY	\$100.00	\$3,400.00	\$50.00	\$1,700.00	\$74.98	\$2,549.32	\$170.00	\$5,780.00	\$100.00	\$3,400.00	\$78.00	\$2,652.00	\$100.00	\$3,400.00
4	452	NON-REINFORCED CONCRETE PAVEMENT, MISC.: 7" PLAIN PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL & REPLACEMENT, AS PER PLAN	234	SY	\$150.00	\$35,100.00	\$120.00	\$28,080.00	\$92.82	\$21,719.88	\$142.00	\$33,228.00	\$160.00	\$37,440.00	\$175.00	\$40,950.00	\$275.00	\$64,350.00
5	607	FENCE, MISC.: PEDESTRIAN RAILING	125	LF	\$150.00	\$18,750.00	\$185.00	\$23,125.00	\$73.50	\$9,187.50	\$180.00	\$22,500.00	\$152.00	\$19,000.00	\$175.00	\$21,875.00	\$110.00	\$13,750.00
6	608	5" CONCRETE WALK, AS PER PLAN	4,607	SF	\$20.00	\$92,140.00	\$12.00	\$55,284.00	\$12.58	\$57,956.06	\$10.70	\$49,294.90	\$16.50	\$76,015.50	\$13.00	\$59,891.00	\$13.00	\$59,891.00
7	608	CURB RAMP	4	EA	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$2,648.36	\$10,593.44	\$2,800.00	\$11,200.00	\$1,000.00	\$4,000.00	\$435.00	\$1,740.00	\$1,000.00	\$4,000.00
8	609	TYPE 6 CURB REPLACEMENT, AS PER PLAN	254	LF	\$70.00	\$17,780.00	\$70.00	\$17,780.00	\$48.97	\$12,438.38	\$67.00	\$17,018.00	\$65.00	\$16,510.00	\$70.00	\$17,780.00	\$150.00	\$38,100.00
9	*611	3" CONDUIT, TYPE B, 707.41 (SCHEDULE 40)	50	LF	\$50.00	\$2,500.00	\$10.00	\$500.00	\$16.55	\$827.50	\$19.00	\$950.00	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00
10	*611	4" CONDUIT, TYPE B, 707.41 (SCHEDULE 40)	50	LF	\$50.00	\$2,500.00	\$10.00	\$500.00	\$17.15	\$857.50	\$21.50	\$1,075.00	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00
11	*611	MANHOLE ADJUSTED TO GRADE (STORM)	2	EA	\$1,200.00	\$2,400.00	\$800.00	\$1,600.00	\$697.13	\$1,394.26	\$975.00	\$1,950.00	\$500.00	\$1,000.00	\$875.00	\$1,750.00	\$750.00	\$1,500.00
12	*611	MANHOLE ADJUSTED TO GRADE (SANITARY)	1	EA	\$1,200.00	\$1,200.00	\$800.00	\$800.00	\$697.62	\$697.62	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$875.00	\$875.00	\$750.00	\$750.00
13	614	MAINTAINING TRAFFIC	1	LS	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	\$18,444.12	\$18,444.12	\$18,000.00	\$18,000.00	\$21,000.00	\$21,000.00	\$46,000.00	\$46,000.00	\$30,000.00	\$30,000.00
14	625	PULL BOX, 725.06, SIZE 1.5	1	EA	\$2,000.00	\$2,000.00	\$850.00	\$850.00	\$803.25	\$803.25	\$765.00	\$765.00	\$5,000.00	\$5,000.00	\$825.00	\$825.00	\$765.00	\$765.00
15	625	PULL BOX REMOVED	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$509.25	\$509.25	\$485.00	\$485.00	\$550.00	\$550.00	\$525.00	\$525.00	\$485.00	\$485.00
16	632	SIGNAL CABLE, 7 CONDUCTOR, NO 14 AWG	725	LF	\$5.00	\$3,625.00	\$8.00	\$5,800.00	\$8.09	\$5,865.25	\$7.70	\$5,582.50	\$5.30	\$3,842.50	\$8.30	\$6,017.50	\$8.00	\$5,800.00
17	632	PEDESTRIAN SIGNAL HEAD (LED), (COUNTDOWN), TYPE D2, AS PER PLAN	4	EA	\$1,000.00	\$4,000.00	\$715.00	\$2,860.00	\$682.50	\$2,730.00	\$650.00	\$2,600.00	\$1,000.00	\$4,000.00	\$700.00	\$2,800.00	\$650.00	\$2,600.00
18	632	DETECTOR LOOP	3	EA	\$2,750.00	\$8,250.00	\$1,565.00	\$4,695.00	\$1,496.25	\$4,488.75	\$1,425.00	\$4,275.00	\$2,800.00	\$8,400.00	\$1,540.00	\$4,620.00	\$1,425.00	\$4,275.00
19	632	LOOP DETECTOR TIE-IN	3	EA	\$250.00	\$750.00	\$115.00	\$345.00	\$110.25	\$330.75	\$105.00	\$315.00	\$200.00	\$600.00	\$115.00	\$345.00	\$105.00	\$315.00
20	633	CONTROLLER ITEM MISC. MODIFY EX. CONTROLLER AND	2	EA	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00	\$2,100.00	\$4,200.00	\$2,000.00	\$4,000.00	\$2,600.00	\$5,200.00	\$2,160.00	\$4,320.00	\$2,000.00	\$4,000.00
21	638	WATER VALVE ADJUSTED TO GRADE	1	EA	\$500.00	\$500.00	\$100.00	\$100.00	\$118.93	\$118.93	\$900.00	\$900.00	\$300.00	\$300.00	\$750.00	\$750.00	\$250.00	\$250.00
22	644	CROSSWALK LINE 12"	85	LF	\$6.00	\$510.00	\$19.50	\$1,657.50	\$13.65	\$1,160.25	\$17.75	\$1,508.75	\$20.00	\$1,700.00	\$19.20	\$1,632.00	\$13.00	\$1,105.00
23	644	TRANSVERSE LINE/DIAGONAL LINE, 24" (WHITE)	50	LF	\$10.00	\$500.00	\$20.35	\$1,017.50	\$27.30	\$1,365.00	\$18.50	\$925.00	\$21.00	\$1,050.00	\$20.00	\$1,000.00	\$26.00	\$1,300.00
24	644	STOP LINE	16	LF	\$10.00	\$160.00	\$20.50	\$328.00	\$30.45	\$487.20	\$18.75	\$300.00	\$21.00	\$336.00	\$20.25	\$324.00	\$29.00	\$464.00
25	653	TOPSOIL FURNISHED AND PLACED	19	CY	\$60.00	\$1,140.00	\$75.00	\$1,425.00	\$57.75	\$1,097.25	\$90.00	\$1,710.00	\$100.00	\$1,900.00	\$115.00	\$2,185.00	\$100.00	\$1,900.00
26	659	SEEDING AND MULCHING	172	SY	\$5.00	\$860.00	\$2.00	\$344.00	\$2.74	\$471.28	\$4.50	\$774.00	\$10.00	\$1,720.00	\$4.65	\$799.80	\$10.00	\$1,720.00
27	530E00600	STRUCTURE, MISC.: MODULAR RETAINING WALL	127	SF	\$120.00	\$15,225.00	\$40.00	\$5,080.00	\$158.63	\$20,146.01	\$148.00	\$18,796.00	\$90.00	\$11,430.00	\$135.00	\$17,145.00	\$225.00	\$28,575.00
TOTAL						\$248,190.00	\$181,471.00	\$186,203.01	\$213,722.15	\$234,794.00	\$243,977.30	\$281,695.00						

RESOLUTION NO. _____, 2024

A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR THE 2023 MONTGOMERY ROAD SIDEWALK PROJECT

WHEREAS, the City is required by statute to solicit competitive bids for goods or services which are anticipated to exceed a contract price of Seventy Five Thousand Dollars (\$75,000); and

WHEREAS, the City has advertised for bids for the 2023 Montgomery Road Sidewalk Project to install sidewalks on the eastside of Montgomery Road between 9840 and 10040 Montgomery Road; and

WHEREAS, the City has received a bid from Ford Development Corporation which the Administration has determined to be the lowest and best bid and has recommended acceptance.

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

SECTION 1. The bid of One Hundred Eighty One Thousand Four Hundred Seventy One Dollars (\$181,471) received from Ford Development Corporation for the 2023 Montgomery Road Sidewalk Project is hereby determined to be the lowest and best bid received in response to an advertisement for the same.

SECTION 2. The bid from Ford Development Corporation is hereby accepted. The City Manager is authorized and directed to enter into a contract with Ford Development Corporation in accordance with the terms described in the specifications in the total amount of One Hundred Ninety Nine Thousand Six Hundred Dollars (\$199,600) which includes the

bid and an appropriate contingency.

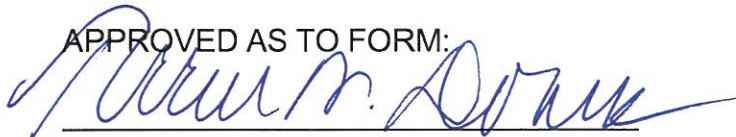
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Meser, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

December 13, 2023

TO: Brian Riblet, City Manager
FROM: Gary Heitkamp, Public Works Director
SUBJECT: Montgomery Road Signal Improvements (North System) Project

Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into Contract with Bansal Construction, Inc. to complete the Montgomery Road Signal Improvements (North System) Project.

Financial Impact

The Montgomery Road Signal Improvements (North System) Project was included in the Capital Improvement Budget for 2023 and will be funded through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the amount of \$280,000.00, which is the amount of the Base Bid, Alternates 1 through 4, and a 3% contingency.

Background

The project will improve six (6) traffic signals located on Montgomery Road, located at the intersections of Mitchell Farm Lane, Market Place Lane, Schoolhouse Lane, Hopewell Road, Pfeiffer Road, and Bethesda North Hospital. The project will include installation of microwave advance radar detection at each intersection and replacement of traffic signal controllers at four intersections. The new controllers and radar detection will allow the traffic signals to achieve “automated traffic signal performance measures”, which will allow the traffic signals to detect real-time traffic in all directions and make real-time signal timing adjustments in order to maximize traffic flow efficiency, thus minimizing traffic congestion and commuter delay.

The project was publicly advertised, and a bid opening was held on Wednesday, December 13th at 10:30 AM. A total of three (3) bids were received for this project. The lowest and best bid received was provided by Bansal Construction, Inc. A complete bid summary of the three (3) companies that submitted a bid is attached, summarized as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALTERNATES 1-6</u>
Bansal Construction, Inc.	\$246,193.00	\$6,380.00 (Each)
Capital Electric Line Builders, Inc.	\$250,090.87	\$7,081.80 (Each)
Elex, Inc.	\$263,000.00	\$7,820.00 (Each)
Engineer's Opinion of Construction Cost	\$273,750.00	\$7,000.00 (Each)

Recommendation

Staff has reviewed the bids received and determined that the bid received from Bansal Construction, Inc. is the lowest and best bid for the Montgomery Road Signal Improvements (North System) Project.

It is recommended that City Council adopt legislation to authorize City Manager Brian Riblet to enter into a Contract with Bansal Construction, Inc. to construct the project.

The amount of the recommendation includes \$8,287 in project contingency funding, which is an amount equal to 3% of the Base Bid and Alternates 1 through 4 amount.

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

Attachment - bid tabulation

CITY OF MONTGOMERY
MONTGOMERY ROAD SIGNAL IMPROVEMENTS (NORTH SYSTEM)

12/13/2023

Item No.	SPEC. NO.	ITEM DESCRIPTION	ESITMATED QUANTITY	UNIT OF MEASURE	UNIT COST TOTAL	ITEM COST	BANSAL CONSTRUCTION		CAPITAL ELECTRIC		ELEX, INC.	
BASE BID												
1	614	MAINTAINING TRAFFIC, AS PER PLAN	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$4,284.60	\$4,284.60	\$6,500.00	\$6,500.00
												\$0.00
2	625	LIGHT POLE FOUNDATION, 24" X 6' DEEP	1	EA	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$1,887.00	\$1,887.00	\$2,175.00	\$2,175.00
												\$0.00
3	625	CONDUIT, 2, 725.051	20	LF	\$30.00	\$600.00	\$7.40	\$148.00	\$16.65	\$333.00	\$15.00	\$300.00
												\$0.00
4	625	CONDUIT, JACKED OR DRILLED, 725.052, 2"	10	LF	\$100.00	\$1,000.00	\$30.00	\$300.00	\$16.65	\$166.50	\$40.00	\$400.00
												\$0.00
5	625	TRENCH	20	LF	\$15.00	\$300.00	\$11.75	\$235.00	\$32.75	\$655.00	\$20.00	\$400.00
												\$0.00
6	625	GROUND ROD	1	EA	\$350.00	\$350.00	\$435.00	\$435.00	\$299.70	\$299.70	\$460.00	\$460.00
												\$0.00
7	632	PEDESTAL, MISC.: 18' TRANSFORMER BASE	1	EA	\$3,000.00	\$3,000.00	\$2,990.00	\$2,990.00	\$2,135.64	\$2,135.64	\$1,965.00	\$1,965.00
												\$0.00
8	809	ITS CABINET, POLE MOUNTED, AS PER PLAN	3	EA	\$8,000.00	\$24,000.00	\$4,195.00	\$12,585.00	\$4,965.03	\$14,895.09	\$3,560.00	\$10,680.00
												\$0.00
9	809	STOP LINE AND ADVANCE RADAR DETECTION, AS PER PLAN	6	LS	\$38,500.00	\$231,000.00	\$37,500.00	\$225,000.00	\$37,572.39	\$225,434.34	\$40,020.00	\$240,120.00
BASE BID TOTAL (ENGINEER'S OPCC) =						\$273,750.00	\$246,193.00		\$250,090.87		\$263,000.00	
ALTERNATE BIDS												
10	809	ALTERNATE BID #1 - ATC CONTROLLER, AS PER PLAN (MONTGOMERY AT MITCHELL FARM)	1	EA	\$7,000.00	\$7,000.00	\$6,380.00	\$6,380.00	\$7,081.80	\$7,081.80	\$7,820.00	\$7,820.00
11	809	ALTERNATE BID #2 - ATC CONTROLLER, AS PER PLAN (MONTGOMERY AT MARKET PLACE)	1	EA	\$7,000.00	\$7,000.00	\$6,380.00	\$6,380.00	\$7,081.80	\$7,081.80	\$7,820.00	\$7,820.00
12	809	ALTERNATE BID #3 - ATC CONTROLLER, AS PER PLAN (MONTGOMERY AT SCHOOLHOUSE)	1	EA	\$7,000.00	\$7,000.00	\$6,380.00	\$6,380.00	\$7,081.80	\$7,081.80	\$7,820.00	\$7,820.00
13	809	ALTERNATE BID #4 - ATC CONTROLLER, AS PER PLAN (MONTGOMERY AT HOPEWELL)	1	EA	\$7,000.00	\$7,000.00	\$6,380.00	\$6,380.00	\$7,081.80	\$7,081.80	\$7,820.00	\$7,820.00
14	809	ALTERNATE BID #5 - ATC CONTROLLER, AS PER PLAN (MONTGOMERY AT PFEIFFER)	1	EA	\$7,000.00	\$7,000.00	\$6,380.00	\$6,380.00	\$7,081.80	\$7,081.80	\$7,820.00	\$7,820.00
15	809	ALTERNATE BID #6 - ATC CONTROLLER, AS PER PLAN (MONTGOMERY AT BETHESDA NORTH)	1	EA	\$7,000.00	\$7,000.00	\$6,380.00	\$6,380.00	\$7,081.80	\$7,081.80	\$7,820.00	\$7,820.00

RESOLUTION NO. , 2024

**A RESOLUTION ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT WITH BANSAL CONSTRUCTION, INC.
FOR THE 2023 MONTGOMERY ROAD TRAFFIC SIGNAL IMPROVEMENTS
(NORTH SYSTEM) PROJECT**

WHEREAS, the City is required by statute to solicit competitive bids for goods or services which are anticipated to exceed a contract price of Seventy Five Thousand Dollars (\$75,000); and

WHEREAS, the City has advertised for bids for the 2023 Montgomery Road Traffic Signal Improvements (North System) Project to improve six (6) traffic signals located on Montgomery Road, located at the intersections of Mitchell Farm Lane, Market Place Lane, Schoolhouse Lane, Hopewell Road, Pfeiffer Road, and Bethesda North Hospital; and

WHEREAS, the City has received a bid from Bansal Construction, Inc. which the Administration has determined to be the lowest and best bid and has recommended acceptance.

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

SECTION 1. The bid of Two Hundred Seventy One Thousand Seven Hundred Thirteen Dollars (\$271,713) received from Bansal Construction, Inc. for the 2023 Montgomery Road Traffic Signal Improvements (North System) Project, including Alternates 1 through 4, is hereby determined to be the lowest and best bid received in response to an advertisement for the same.

SECTION 2. The bid with appropriate Alternates 1 through 4 is hereby accepted. The City Manager is authorized and directed to enter into a contract with Bansal Construction,

Inc. in accordance with the terms described in the specifications in the total amount of Two Hundred Eighty Thousand Dollars (\$280,000) which includes the bid and an appropriate contingency.

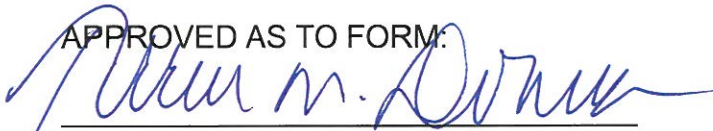
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Meser, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

December 12, 2023

TO: Brian Riblet, City Manager
FROM: Paul Wright, Fire Chief *PCW*
SUBJECT: Legislation Request for Purchase of 2025 Braun E450 Chief XL Type III Ambulance

Request

It is requested that City Council adopt a resolution authorizing the City Manager to enter into a contract with Penn Care Incorporated for the purchase of a Braun E450 Chief XL Type III Ambulance.

Background

The State of Ohio competitively bid the purchase of Ambulances & Related Accessories with a summary of those bid results made available to the City of Montgomery. This program provides information for the purchase of ambulances to local governments through a State Term Schedule (STS) available through the Cooperative Purchasing Program established as part of the State of Ohio bid with all vendors submitting bid proposals. The STS number for this contractor is #009362. The City of Montgomery has purchased vehicles through the Cooperative Purchasing Program in past years and this has proven to be very economical and thorough process in which to replace vehicles in the City's fleet.

This proposed vehicle purchase is part of the Capital Improvement Program.

Staff recommends the purchase of one (1) Braun Chief XL Type III Ambulance, Ford 158" Wheel Base E-450SD, 169" Modular Body with the following State of Ohio bid:

Base price	\$ 267,322.00
STS Options	\$ <u>13,240.59</u>
Sub-Total	\$ 280,562.59

Options selected from the State of Ohio Bid include a large list of various items. Some examples include: electrical inverter, compartment lighting, emergency lighting fixtures, communications wiring, and automatic snow chains.

Staff further recommends that options not listed on the State Contract but available from the vendor also be included in the purchase agreement with Penn Care Incorporation for installation. Examples of such options include items such as: radio communications console, secondary siren, Lifepack defibrillator mount, cabinet modifications, ultra-violet light decontamination system, and vehicle lettering graphics.

Non-STS Options Sub-Total	\$ 30,971.25
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Total pricing for the Ambulance is as follows:

Base Price/STS Options Sub-Total	\$280,562.59
Non-STS Options Sub-Total	<u>\$ 30,971.25</u>
Grand Total – Contract Price	\$311,533.84

Furthermore, staff would recommend a contingency of \$6,466.16 for unforeseen or unexpected circumstances which may occur during construction of the vehicle.

Recommendation

Staff recommends that City Council adopt legislation authorizing the City Manager to enter into a contract with Penn Care Incorporation for the purchase of the previously described and specified Type III Ambulance in the amount not to exceed \$318,000.00.



**Emergency Vehicle Purchase Agreement
January 5, 2024**

Purchaser:

*City of Montgomery Fire Dept.
10150 Montgomery Rd
Cincinnati, OH 45242*

Seller:

*Penn Care, Inc.
1317 North Rd.
Niles OH 44446*

Penn Care, Inc. sells to Purchaser an E450 Braun Chief XL Ambulance as designed per the attached specifications, and when applicable, technical drawings, graphic design and other required documents. Additions, deletions and/or changes must be approved by all parties in writing and may cause delays in deliveries and additional charges to the purchaser.

PRICING

Total Per Due at Delivery:

\$311,533.00

CHASSIS AVAILABILITY, PRICING, AND MANUFACTURES INCENTIVE:

Chassis year, price and manufactures incentives are priced as budgetary estimations ONLY and will not be finalized until the chassis arrives at the ambulance manufacturing facilities.

DELIVERY TIMES

Quoted lead times and delivery expectations quoted by Penn Care, Inc. are approximate and not guaranteed. Quoted lead times will be extended for Change Orders, delays from the chassis OEM and Force Majeure.

TRADE DESCRIPTION:

TRADE-IN TERMS AND APPRAISAL

Where Purchaser wishes to trade-in a used motor vehicle as part of the consideration for the motor vehicle ordered, Seller may appraise the trade-in at the time of the execution of this order by Purchaser. Seller also reserves the right to reappraise the trade-in at the time of delivery. The seller shall not alter a Trade-In appraisal from the time of the initial appraisal until the time of delivery unless:

- 1) Intervening factors indicate an apparent decrease in the value of the value of the trade-in over and above ordinary wear and tear
- 2) A change occurs in the mechanical performance of the vehicle
- 3) Emergency, medical, and/or other equipment/components have been removed that were not previously discussed and agreed to in writing
- 4) The Seller has made any misrepresentation of the vehicle and/or components to Penn Care, Inc.

WARRANTY

No representation has been made by Penn Care, Inc., except as herein stated and no warranties, expressed or implied, may arise except from this writing. All warranties are issued by the chassis manufacturer, the ambulance builder, and/or component parts



suppliers and Penn Care, Inc. shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers. Used vehicles are "as is" and have no warranty.

INVOICING AND PAYMENT

Unless otherwise agreed to in writing, Penn Care, Inc. will invoice the Purchaser 30 days prior to the scheduled delivery date. Upon completion of production and quality inspection by the Purchaser the vehicle is declared ready for delivery and payment will be due upon acceptance and/or delivery.

PAYMENT OF SALES AND USE TAXES

The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

ACCEPTANCE

When requesting a final inspection the Purchaser shall inspect the vehicle(s) within 10-days of notification of completion of production. Vehicles not inspected by buyer will be deemed complete and ready for delivery, and payment will be due upon delivery. Items and issues discovered after the 10-day window shall not hold up payment from buyer to Penn Care Inc., these issues will be handled as warranty claims following the normal procedures.

PAYMENT AND TITLE

All payments shall be made in U.S. dollars either by certified check or wire transfers, credit card payments are not acceptable without prior written authorization (fees will apply). Payment terms are COD, unless otherwise agreed to in writing by Penn Care, Inc. Interest terms begin 16-days from date of delivery and are charged at a rate of prime plus 6%. MSO and title are released to Purchaser upon payment in full, including any related interest, shipping expenses, and other related costs and expenses to Penn Care Inc. or to the appointed floor plan financing company.

As collateral security for the payment of the purchase price of the Vehicles, Buyer hereby grants to Penn Care Inc., a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Vehicles, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds, including insurance proceeds, of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

CANCELLATION

Penn Care, Inc., may, in its sole discretion, and without liability or penalty, cancel this order if Penn Care, Inc. determines that Purchaser (i) fails to pay any amount due under these Terms and Conditions, (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Penn Care's election to cancel Purchaser's order under such circumstances is in addition to, and not in lieu of, any other rights or remedies that Penn Care, Inc. may have at either law or equity or under the Terms and Conditions of this Agreement.

Penn Care's manufactures commence engineering, no cancellation of this order is permitted, and the full purchase price is due and payable to Penn Care, Inc. Notwithstanding other provisions of this Agreement, and in addition thereto, Penn Care, Inc. shall be entitled to its reasonable and anticipated lost profit from such cancellation.

FORCE MAJEURE

Penn Care, Inc. shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Penn Care, Inc., and/or the manufactures which Penn Care, Inc. represents including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown, or power outage.

DEFAULT/ATTORNEY'S FEES

Purchaser is in default of the Terms and Conditions if any of the following occurs (except as prohibited by law): (i) Purchaser fails to perform any obligation that Purchaser has undertaken in these Terms and Conditions; or (ii) Penn Care, Inc., in good faith, believes that Purchaser cannot, or will not, pay or perform the obligations it has agreed to in the Terms and Conditions.

If Purchaser defaults, or in the event Penn Care, Inc. brings an action or proceeding to enforce the terms hereof or declare rights hereunder, Purchaser agrees to pay Penn Care, Inc. costs for collecting amounts owing, including, without limitation, court costs, attorney's fees (for attorneys who are not our salaried employees), and fees for repossession, repair, storage, and sale of Vehicles, all without relief from valuation and appraisal laws.



GOVERNING LAW

All of terms and provisions of the agreement and the rights and obligations of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Ohio.

REMEDIES

If Purchaser is in default of these Terms and Conditions, Penn Care, Inc. shall have all the remedies provided by law in these Terms and Conditions: (i) Penn Care, Inc. may require Purchaser to immediately pay Penn Care, Inc., subject to any refund required by law, the remaining unpaid balance due; (ii) Penn Care, Inc. may require Purchaser to make the Vehicle available to Penn Care, Inc. at a designated place that is reasonably convenient to each party; (iii) Penn Care, Inc. may immediately take possession of the Vehicle by legal process or self-help, but in doing so Penn Care, Inc. may not breach the peace or unlawfully enter onto Purchaser's premises; (iv) Penn Care, Inc. may then sell the Vehicle and apply what it receives as provided by law to Penn Care, Inc. reasonable expenses and then toward Purchaser's obligations; and (v) Except when prohibited by law, Penn Care, Inc. may sue Purchaser for additional amounts if the proceeds of a sale do not pay all of the amounts Purchaser owes to Penn Care, Inc. By choosing any one or more of these remedies, Penn Care, Inc. does not waive its right to use another remedy. By deciding not to use any remedy, Penn Care, Inc. does not give up its right to consider the event a default if it happens again.

PURCHASER

Signature: _____

Name/Title: _____

Date: _____

City of Montgomery Fire Department
Ford E450 4x2 Chief XL Type III

Item	STS	Non STS
E450 Chief XL Package	\$ 267,322.00	
(1) Additonal Battery	\$ 179.98	
On Spot Tire Chainss	\$ 2,400.00	
Rumbler		\$1,859
Custom Console Inside Cab		\$ 1,177.00
Whelen Siren with Remote/Front Bumper/Grille		\$ 1,989.00
Green Mini LED Shoreline Indicator Light	\$ 74.44	
Vanner 1050 Watt Inverter	\$ 1,950.00	
Red Mini LED on Rear Facing OSS Doors	\$ 735.48	
LED Strip Lightingin OSS Compartments	\$ 1,414.00	
LED Strip Lighting in Interior Compartments	\$ 619.96	
(3) Additional 125VAC Outlets	\$ 253.31	
(3) Additional 12VDC Outlets	\$ 213.31	
(2) Dual USB Ports	\$ 168.88	
(1) Additional Antenna Base	\$ 65.55	
(2) Whelen LED Turn Arrows on Front of Module	\$ 592.18	
(2) Whelen LED Turn Arrows on Rear of Module	\$ 592.18	
Whelen 900 Rear Tail Lights		\$ 588.00
(5) Whelen 900 LEDS on Rear of Module	\$ 728.82	
(4) Whelen 900 24 Diode Scene Lights	\$ 887.69	
Relocated Vista screen (Deleted ACP Panel)		\$ 189.25

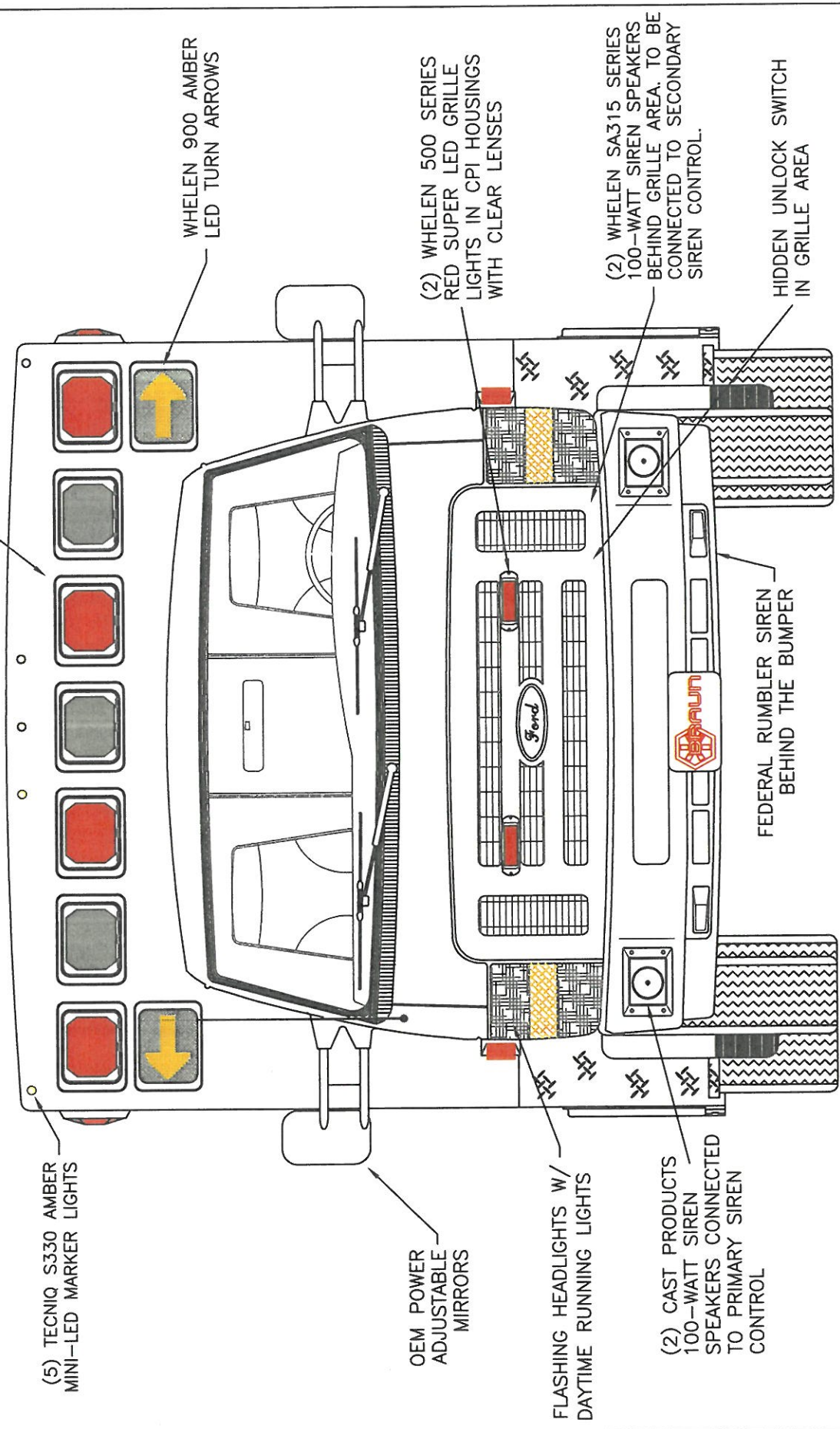
<i>(2) Cast Speakers Connected to Primary Siren</i>		\$	683.00
<i>Whelen 295HFSA7 Secondary Siren</i>		\$	661.00
<i>Magnagrip Exhuast Adaptor on Exhaust Pipe</i>		\$	1,578.00
<i>OSS1 - (2) SCBA Brackets Mounted Verticllay</i>		\$	428.00
<i>(1) Exposed Shelf Track in OSS1</i>	\$	243.31	
<i>(1) Adjustable Shelf in OSS1</i>	\$	238.87	
<i>OSS3 - Modified Height, Compartments, Shelving.</i>		\$	2,134.00
<i>OSS4 - Modified I/O Access and Shelving</i>		\$	1,475.00
<i>Inventory Control System</i>	\$	83.33	
<i>Stainless Steel Chrome Locking Latches</i>	\$	88.23	
<i>Streetside Cabinet #1 Moved</i>		\$	152.00
<i>Streetsdie Cabinet #4 in Action Area - Custom</i>		\$	635.00
<i>Cabinet #1 on Front Wall Modified with Combination Lock</i>		\$	321.00
<i>A-Bar at Head of Squad Bench w/ Sharps/Waste</i>	\$	1,240.00	
<i>(2) Stainless Steel Assits Handles on Rear Doors</i>	\$	113.32	
<i>Exhuast Vent Moved</i>		\$	118.00
<i>Glove Box Dispenser Above Rear Doors</i>	\$	249.98	
<i>(1) Additional IV Hanger</i>	\$	107.77	
<i>Custom Cabinet/Countertop in Pass Through for Trash</i>		\$	1,761.00
<i>Custom Cabinet/UV Light over Sqaud Bench</i>		\$	2,230.00
<i>Powerlocks on All Doors and Key Fobs</i>		\$	2,117.00
<i>Pass Through Door with Glove Box</i>		\$	1,130.00
<i>Stryker Power Load Floor Rail Install</i>		\$	1,500.00
<i>Paint And Graphics to Match Previous Units</i>		\$	8,246.00

Total Due on Delivery:

\$ 311,533.84

DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 OVERALL HEIGHT = 106.5"
 OVERALL WIDTH WITH RUB
 RAILS & FENDERETTES = 98"

(7) WHELEN 900 SUPER LED WARNING LIGHTS
 RED/WHITE/RED/WHITE/RED/WHITE/RED
 WITH CLEAR LENSES



(5) TECNIQ S330 AMBER
 MINI-LED MARKER LIGHTS

WHELEN 900 AMBER
 LED TURN ARROWS

OEM POWER
 ADJUSTABLE
 MIRRORS

(2) WHELEN 500 SERIES
 RED SUPER LED GRILLE
 LIGHTS IN CPI HOUSINGS
 WITH CLEAR LENSES

FLASHING HEADLIGHTS W/
 DAYTIME RUNNING LIGHTS

(2) WHELEN SA315 SERIES
 100-WATT SIREN SPEAKERS
 BEHIND GRILLE AREA. TO BE
 CONNECTED TO SECONDARY
 SIREN CONTROL.

(2) CAST PRODUCTS
 100-WATT SIREN
 SPEAKERS CONNECTED
 TO PRIMARY SIREN
 CONTROL

FEDERAL RUMBLER SIREN
 BEHIND THE BUMPER

HIDDEN UNLOCK SWITCH
 IN GRILLE AREA

THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.



CITY OF
 MONTGOMERY

FRONT EXTERIOR VIEW
 CHIEF XL-III/FORD E-450 CHASSIS-GAS ENGINE

DWG. NO.

D

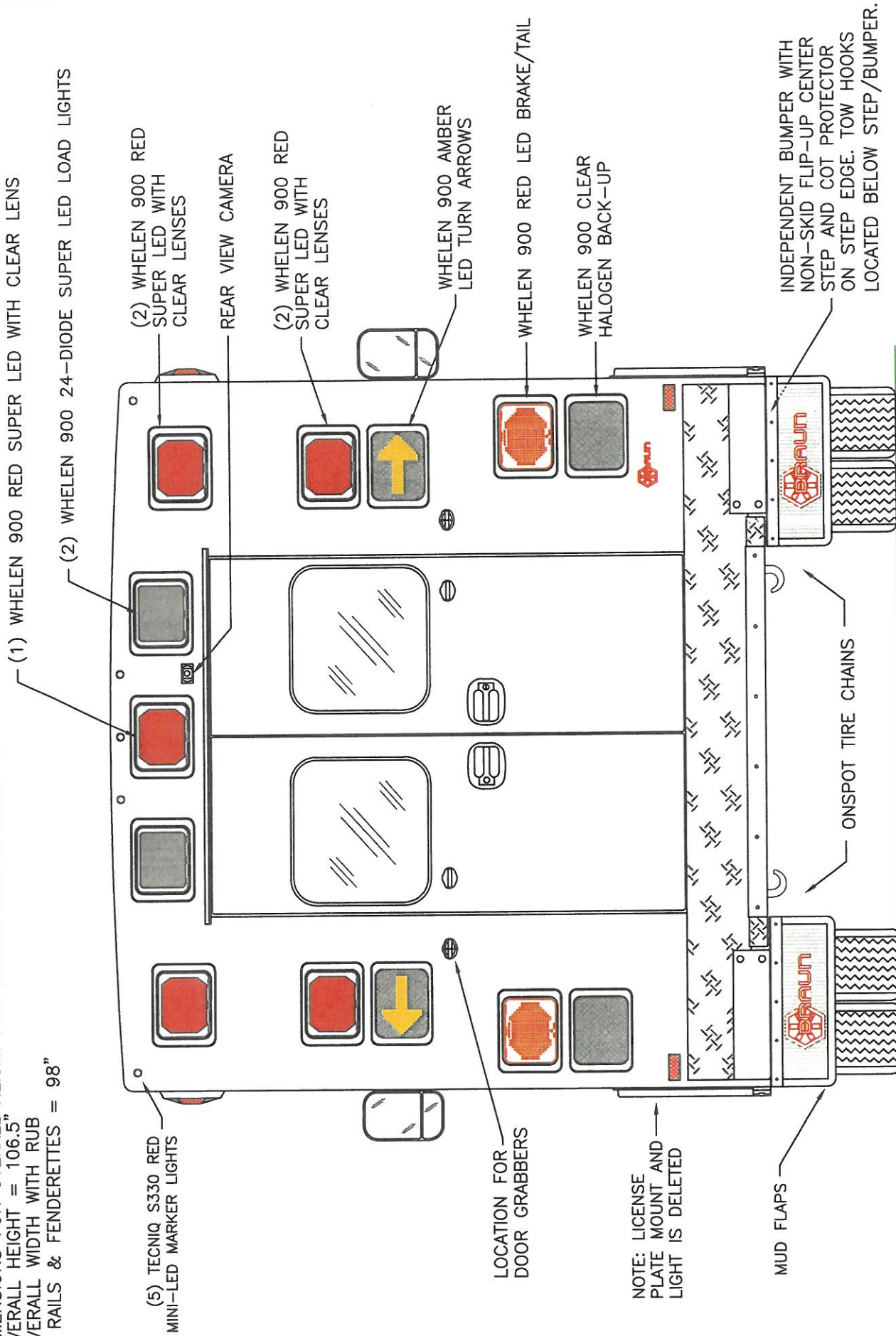
REV. SER A

MONTGOMERY-1

APPROVAL SIGNATURE:

DATE:

DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 OVERALL HEIGHT = 106.5"
 OVERALL WIDTH WITH RUB
 RAILS & FENDERETTES = 98"



THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

CITY OF MONTGOMERY	REAR EXTERIOR VIEW		DRAWING NO. MONTGOMERY-2
	CHIEF XL-III/FORD E-450 CHASSIS	SER NR	



DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 OVERALL HEIGHT = 106.5"
 OVERALL LENGTH = 272.75"
 MODULE LENGTH = 169"

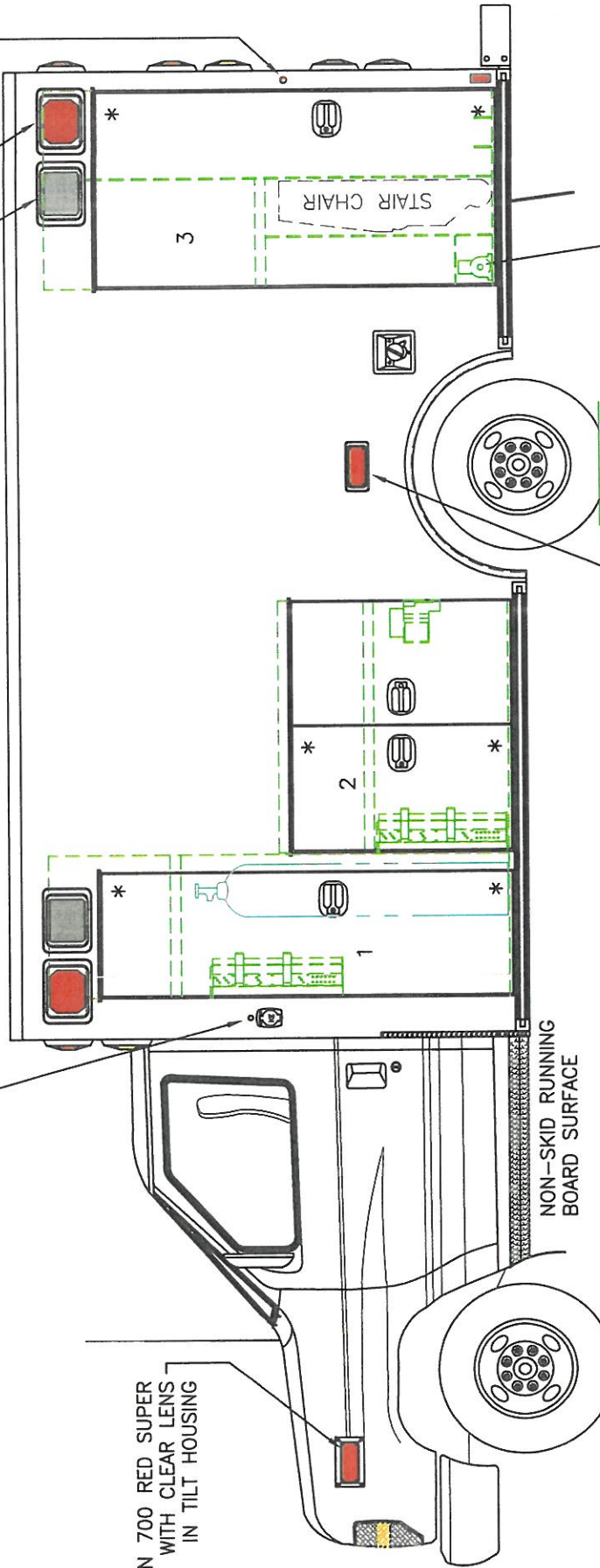
TECNIQ S330 RED MINI-LED MARKER
 LIGHT TO ALSO FLASH WITH TURN SIGNAL

(2) WHELEN 900 RED SUPER LED WARNING LIGHTS WITH CLEAR LENSES

KUSSMAUL 20 AMP SUPER
 AUTO-EJECT SHORELINE INLET
 WITH AMBER INDICATOR LIGHT

(2) WHELEN 900 24-DIODE SUPER LED SCENE LIGHTS

WHELEN 700 RED SUPER
 LED WITH CLEAR LENS
 IN TILT HOUSING



COMPARTMENT

O.S.S #1

CLEAR OPENING: 70.00h x 18.25w
 INSIDE DIM'S: 79.75h x 24.25w x 20.75d
 (1) SCBA BRACKETS MOUNTED AT AN ANGLE
 IN BACK FRONT CORNER
 OXYGEN TANK STORAGE-RIGHT SIDE
 (1) ADJUSTABLE SHELF ABOVE OXYGEN/SCBA

O.S.S #2

CLEAR OPENING: 37.50h x 38.50w
 INSIDE DIM'S: 40.50h x 43.75w x 20.75d
 (1) SCBA BRACKETS MOUNTED AT 45 DEGREES
 IN BACK FRONT CORNER TOWARD FLOOR
 (2) FIRE VULCAN STREAMLIGHT ON REAR WALL
 (1) ADJUSTABLE SHELF ABOVE SCBA BRACKET

O.S.S #3

CLEAR OPENING: 68.00h x 30.75w
 INSIDE DIM'S: 77.75h x 34.50w x 20.75d
 FIXED REAR VERTICAL DIVIDER PLACED 15.25"
 FROM THE REAR WALL
 BACKBOARD/SCOOP STORAGE ON RIGHT SIDE
 OF DIVIDER, TO HAVE (2) 3" DIVIDERS
 ON FLOOR OF COMPARTMENT
 (1) FIXED SHELF ON LEFT SIDE OF DIVIDER,
 40" FROM COMPARTMENT FLOOR
 (1) FIXED VERTICAL DIVIDER BELOW SHELF,
 LOCATED 10" FROM TALL DIVIDER TO
 CREATE STAIR CHAIR STORAGE SLOT.

* = RED FLASHING MINI-LED ON INSIDE TOP/BOTTOM
 OF FORWARD-HINGED DOORS

COMPARTMENTS TO HAVE LED STRIP LIGHTING

THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.



CITY OF
 MONTGOMERY

STREETSIDE EXTERIOR VIEW
 CHIEF XL-III/FORD E-450 CHASSIS

DRAWING NO.

DWG.	REV.
SER	C

MONTGOMERY-3

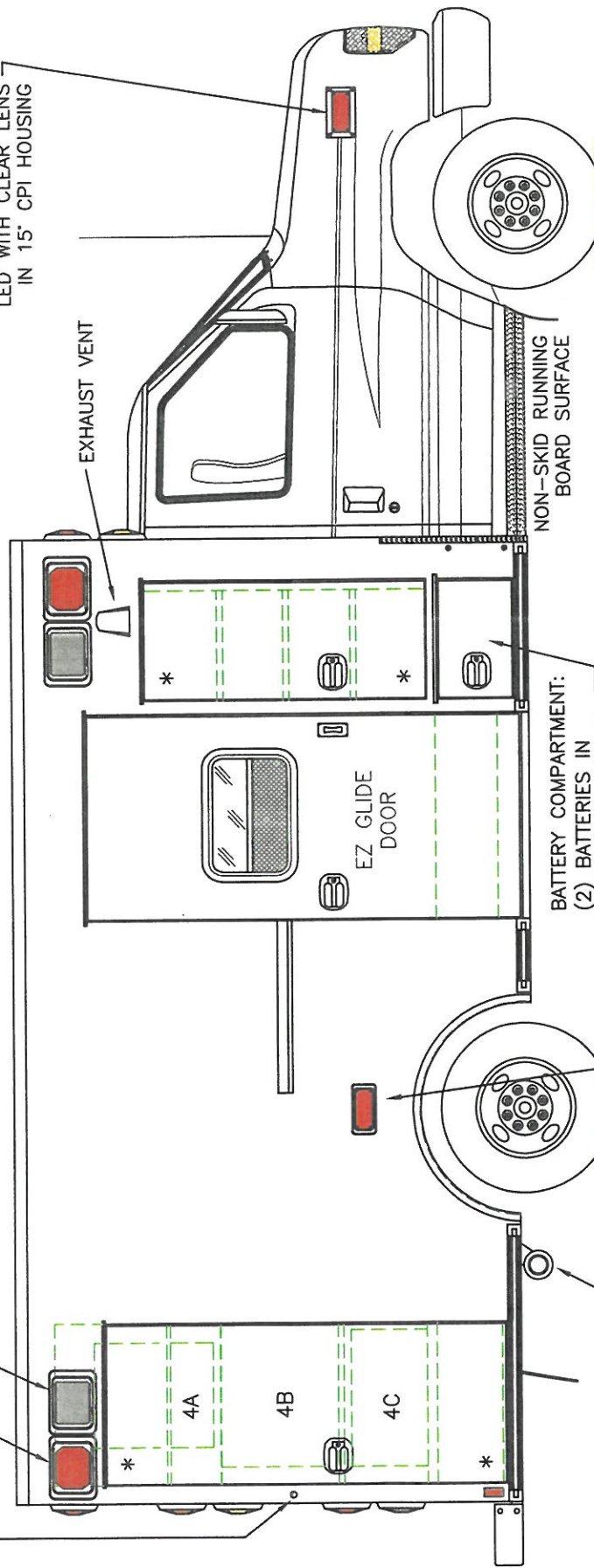
DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 OVERALL HEIGHT = 106.5"
 OVERALL LENGTH = 272.75"
 MODULE LENGTH = 169"

TECNIQ S330 RED MINI-LED MARKER LIGHT TO ALSO FLASH WITH TURN SIGNAL

(2) WHELEN 900 RED SUPER LED WARNING LIGHTS WITH CLEAR LENSES

(2) WHELEN 900 24-DIODE SUPER LED SCENE LIGHTS

WHELEN 700 RED SUPER LED WITH CLEAR LENS IN 15" CPI HOUSING



MAGNEGRIP EXHAUST ADAPTER

COMPARTMENT O.S.S #4

CLEAR OPENING: 68.00h x 24.75w
 #4A = 28.75h x 28.50w x 20.75d

INSIDE/OUTSIDE ACCESS WITH (1) ADJUSTABLE SHELF
 (1) ADJUSTABLE SHELF WITH NO LIP

#4B = 20.00h x 28.50w x 20.75d

INSIDE/OUTSIDE ACCESS FOR CUSTOMER SUPPLIED/INSTALLED LIFEPAK BRACKET
 #4C = 28.00h x 28.50w x 20.75d WITH (1) ADJUSTABLE SHELF WITH NO LIP AND INSIDE/OUTSIDE ACCESS TOWARDS INTERIOR AISLE

WHELEN 700 RED SUPER LED WITH CLEAR LENS

BATTERY COMPARTMENT:
 (2) BATTERIES IN SLIDE-OUT TRAY,
 (1) UNDER HOOD

O.S.S #5

CLEAR OPENING: 46.75h x 17.25w
 INSIDE DIM'S. 5: SEE PARTITION INTERIOR VIEW

INSIDE/OUTSIDE ACCESS WITH (3) ADJUSTABLE SHELVES

* = RED FLASHING MINI-LED ON INSIDE TOP/BOTTOM OF #4 & #5 DOORS

COMPARTMENTS TO HAVE LED STRIP LIGHTING

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CITY OF MONTGOMERY

CURBSIDE EXTERIOR VIEW
 CHIEF XL-III/FORD E-450 CHASSIS

DRAWING NO.

DWG. SER A
 REV. A

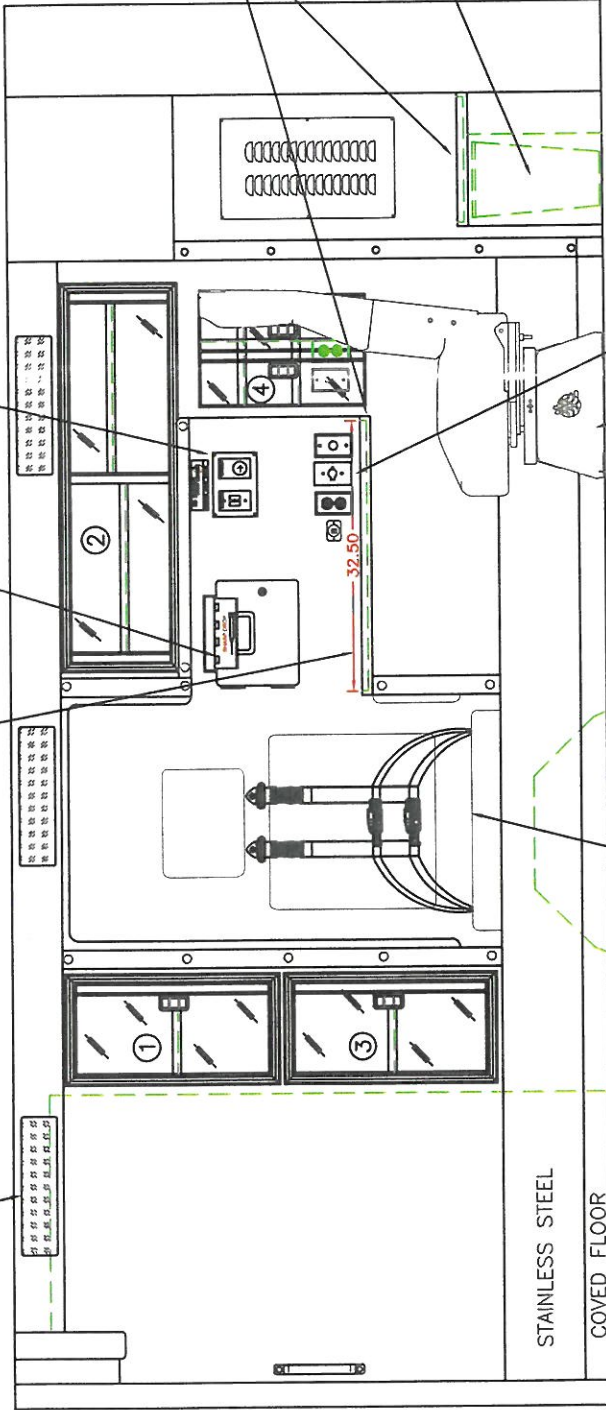
MONTGOMERY-4

5qt LOCKING SHARPS CONTAINER

WELDON VISTA SCREEN AND ANGLED PANEL IS DELETED.
OHIO MED OXYGEN OUTLET AND OXYGEN BYPASS VALVE ARE
LOCATED ON BACK WALL.
TECNIQ SILHO LED ACP LIGHT MOUNTED BELOW CABINET #2.

CUSTOMER SUPPLIED
TECHMOUNT PRO SERIES
35 BRACKET

(3) ANGLED LED LIGHTS



SOLID ACRYLIC
COUNTERTOPS

CABINET WITH 21-QUART WASTE
CONTAINER INSIDE DOUBLE DOORS.
WASTE DISPOSAL THROUGH HOLE
IN COUNTERTOP.
(SEE DRAWINGS #7 & #9)

DUAL USB PORT; 125 VAC OUTLET; 12VDC OUTLET;
12 VDC OUTLET

EVS SEAT WITH INTEGRAL CHILD SAFETY
SEAT AND ADULT V4 HARNESS,
MOUNTED ON SWIVEL BASE

EVS V4 HARNESS
SEATING POSITION

STAINLESS STEEL

COVERED FLOOR

COMPARTMENT

#1 DOOR OPENING: 23.25h x 11.25w
INSIDE DIMS: 25.00h x 13.00w x 17.25d
LEFT-HINGED POLYCARBONATE DOOR WITH FULL
LENGTH HANDLE AND CENTER SQUEEZE LATCH
(1) ADJUSTABLE SHELF
TOTAL CABINET WEIGHT RATING = 25 lbs.

#2 DOOR OPENING: 11.50h x 44.50w
INSIDE DIMS: 13.25h x 46.25w x 17.25d
(1) ADJ SHELF EACH SIDE OF CENTER DIVIDER
SLIDING POLYCARBONATE CABINET DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.

#3 DOOR OPENING: 23.25h x 11.25w
INSIDE DIMS: 25.00h x 13.00w x 17.25d
LEFT-HINGED POLYCARBONATE DOOR WITH FULL
LENGTH HANDLE AND CENTER SQUEEZE LATCH
(1) ADJUSTABLE SHELF
TOTAL CABINET WEIGHT RATING = 25 lbs.

#4 DOOR OPENING: 18.00h x 13.50w
INSIDE DIMS: 18.00h x 13.50w x 17.25d
HINGED POLYCARBONATE DOORS WITH FULL
LENGTH HANDLE AND CENTER SQUEEZE LATCHES
(2) ADJUSTABLE SHELVES
NOTE: DEPTH OF CABINET DELETES OXYGEN
ACCESS WINDOW.
DUAL USB PORT; 125 VAC OUTLET WITHIN CABINET
TOTAL CABINET WEIGHT RATING = 25 lbs.

INVENTORY CONTROL SYSTEM
CABINETS TO BE ALUMINUM

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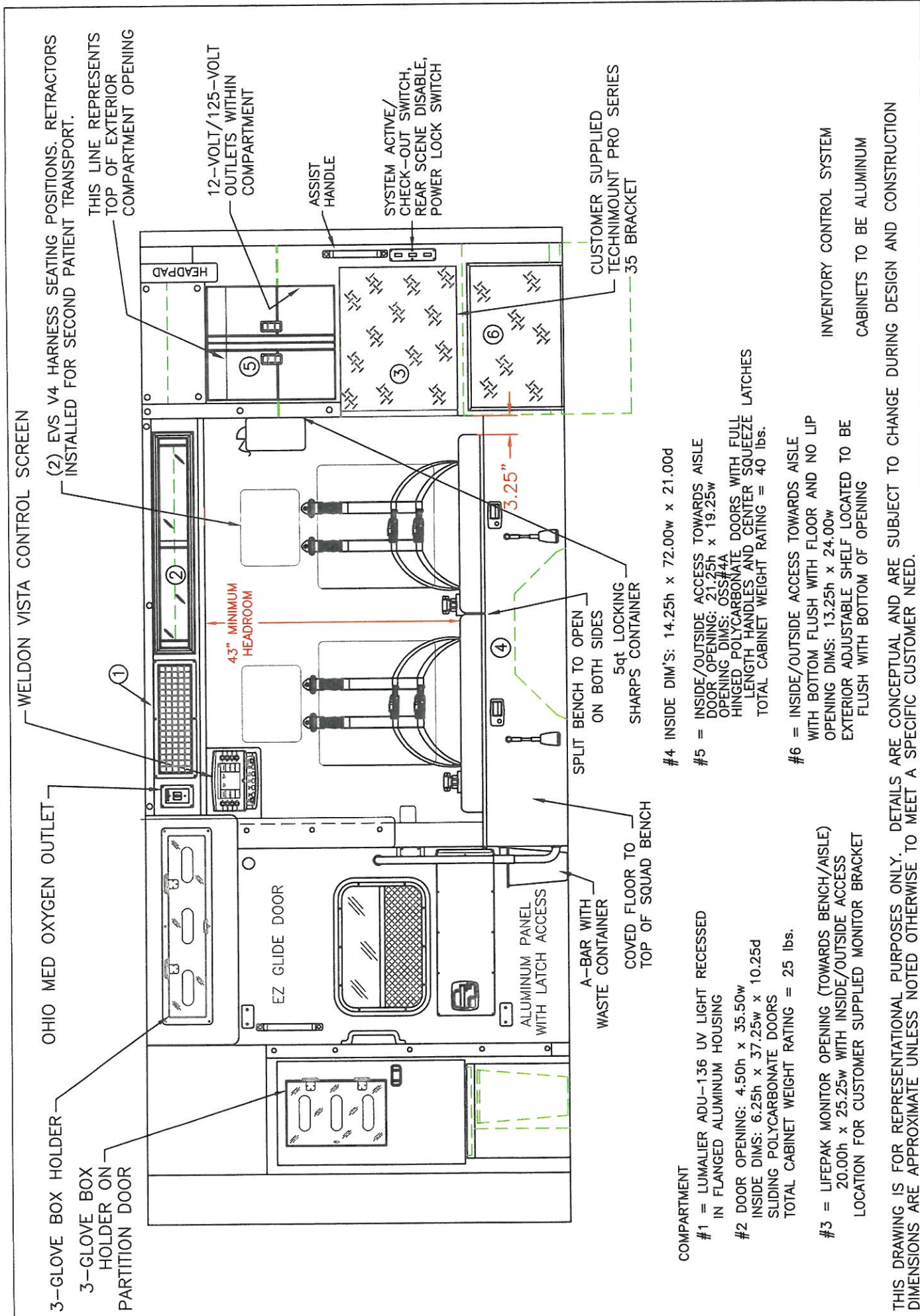
CITY OF
MONTGOMERY



STREETSIDE INTERIOR VIEW
CHIEF XL-III

DWG. REV. SER C

MONTGOMERY-5



OHIO MED OXYGEN OUTLET

3-GLOVE BOX HOLDER

3-GLOVE BOX HOLDER ON PARTITION DOOR

WELDON VISTA CONTROL SCREEN

(2) EVS V4 HARNESS SEATING POSITIONS. RETRACTORS INSTALLED FOR SECOND PATIENT TRANSPORT.

THIS LINE REPRESENTS TOP OF EXTERIOR COMPARTMENT OPENING

12-VOLT/125-VOLT OUTLETS WITHIN COMPARTMENT

ASSIST HANDLE

SYSTEM ACTIVE/CHECK-OUT SWITCH, REAR SCENE DISABLE, POWER LOCK SWITCH

HEADPAD

43" MINIMUM HEADROOM

3.25"

SPLIT BENCH TO OPEN ON BOTH SIDES

5qt LOCKING SHARPS CONTAINER

WASTE CONTAINER

COVERED FLOOR TO TOP OF SQUAD BENCH

A-BAR WITH WASTE CONTAINER

ALUMINUM PANEL WITH LATCH ACCESS

EZ GLIDE DOOR

CUSTOMER SUPPLIED TECHNIUMOUNT PRO SERIES 35 BRACKET

- COMPARTMENT
- #1 = LUMALIER ADU-136 UV LIGHT RECESSED IN FLANGED ALUMINUM HOUSING
 - #2 DOOR OPENING: 4.50h x 35.50w
INSIDE DIMS: 6.25h x 37.25w x 10.25d
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.
 - #3 = LIFEPAK MONITOR OPENING (TOWARDS BENCH/AISLE)
20.00h x 25.25w WITH INSIDE/OUTSIDE ACCESS
LOCATION FOR CUSTOMER SUPPLIED MONITOR BRACKET
 - #4 INSIDE DIM'S: 14.25h x 72.00w x 21.00d
 - #5 = INSIDE/OUTSIDE ACCESS TOWARDS AISLE
DOOR OPENING: 21.75h x 19.25w
OPENING DIMS: OSS#44
HINGED POLYCARBONATE DOORS WITH FULL LENGTH HANDLES AND CENTER SQUEEZE LATCHES
TOTAL CABINET WEIGHT RATING = 40 lbs.
 - #6 = INSIDE/OUTSIDE ACCESS TOWARDS AISLE
WITH BOTTOM FLUSH WITH FLOOR AND NO LIP
OPENING DIMS: 13.25h x 24.00w
EXTERIOR ADJUSTABLE SHELF LOCATED TO BE FLUSH WITH BOTTOM OF OPENING

INVENTORY CONTROL SYSTEM
CABINETS TO BE ALUMINUM

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OUTPUT VENTS

PROAIR IW-3856
UV PURIFICATION
HEAT/AC SYSTEM

INTAKE VENTS

EXHAUST VENT
LOCATION

12VDC POWER POINT OUTLET,
125 VAC OUTLET
SYSTEM ACTIVE/CHECK-OUT SWITCH,
SIDE SCENE DISABLE,
POWER DOOR LOCK SWITCH
INSIDE/OUTSIDE ACCESS

ASSIST HANDLE

CHROME LOCKING
LEVER LATCHES

VENTED RADIO CABINET
WITH CHROME LOCKING
LEVER LATCH. INSIDE
DIM'S: 9.00h x 11.75w
x 19.50d WITH A 125VAC
OUTLET WITHIN

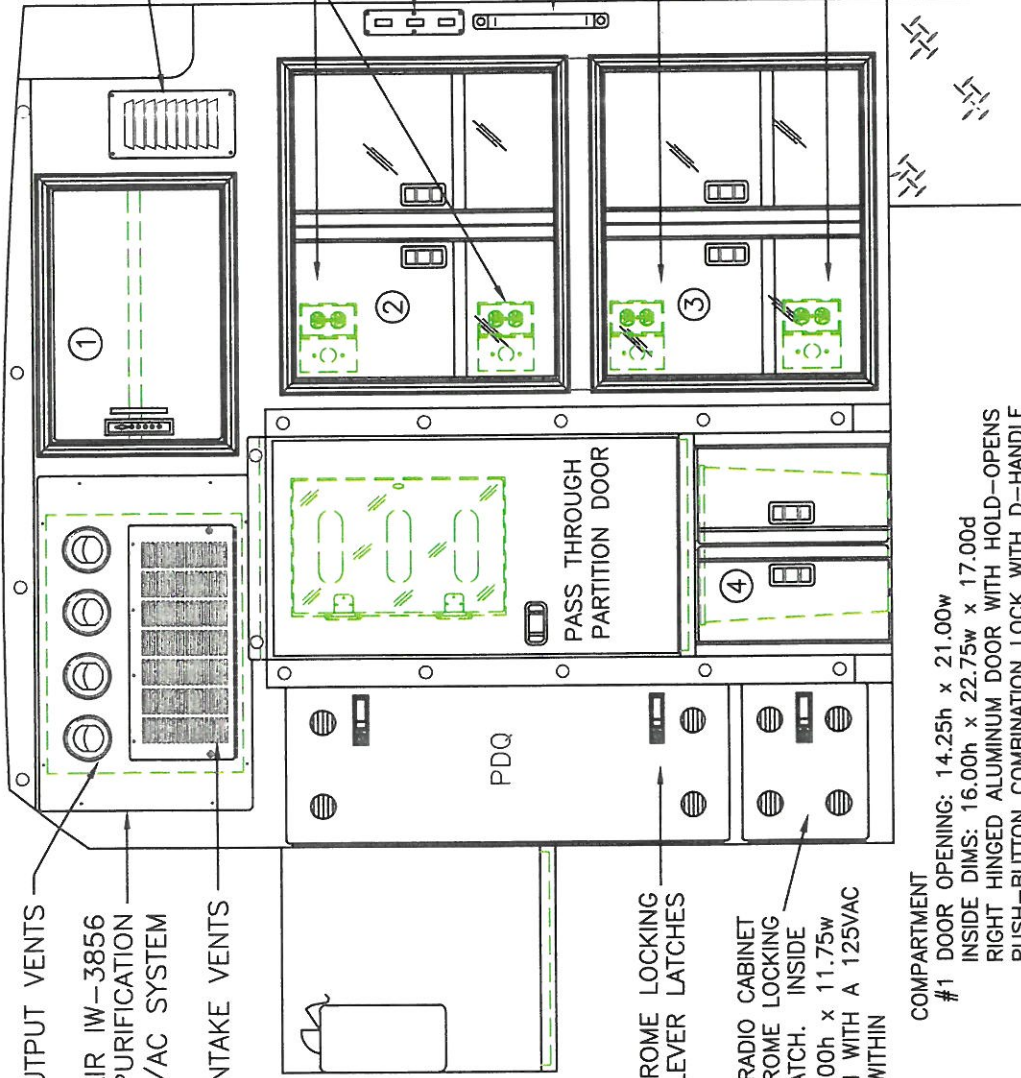
COMPARTMENT

#1 DOOR OPENING: 14.25h x 21.00w
INSIDE DIMS: 16.00h x 22.75w x 17.00d
RIGHT HINGED ALUMINUM DOOR WITH HOLD-OPENS
PUSH-BUTTON COMBINATION LOCK WITH D-HANDLE
(1) ADJUSTABLE SHELF

#2 & #3 DOOR OPENINGS: 21.25h x 25.75w
INSIDE DIMS: 24.75h x 31.50w x 20.75d
HINGED POLYCARBONATE DOORS WITH FULL LENGTH
HANDLES AND CENTER SQUEEZE LATCHES
(1) ADJUSTABLE SHELF PER COMPARTMENT
TOTAL CABINET WEIGHT RATING = 60 lbs. EACH

#4 = WASTE CONTAINER CABINET
21-QUART WASTE CONTAINER WITHIN CABINET WITH DISPOSAL
THROUGH HOLE IN SOLID ACRYLIC COUNTERTOP.
(ALSO SEE DRAWINGS #5, & #9)
ALUMINUM DOUBLE DOORS WITH CENTER SQUEEZE LATCHES
AND FULL LENGTH HANDLES
TOTAL CABINET WEIGHT RATING = 60 lbs. EACH

INVENTORY CONTROL SYSTEM
CABINETS TO BE ALUMINUM



CITY OF
MONTGOMERY

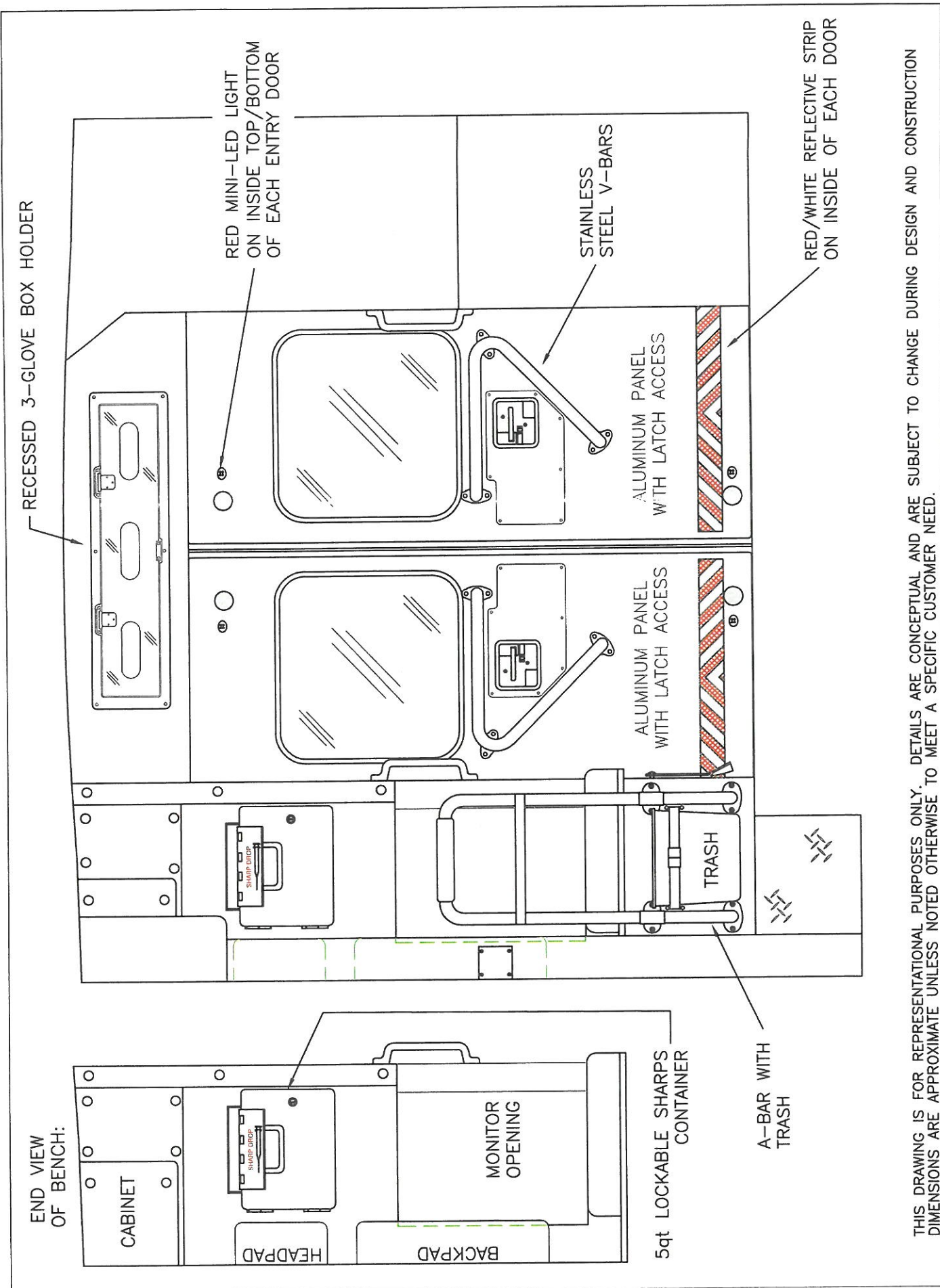


PARTITION INTERIOR VIEW
CHIEF XL-III

DWG. SER C
REV. C
MONTGOMERY-7

DRAWING NO.

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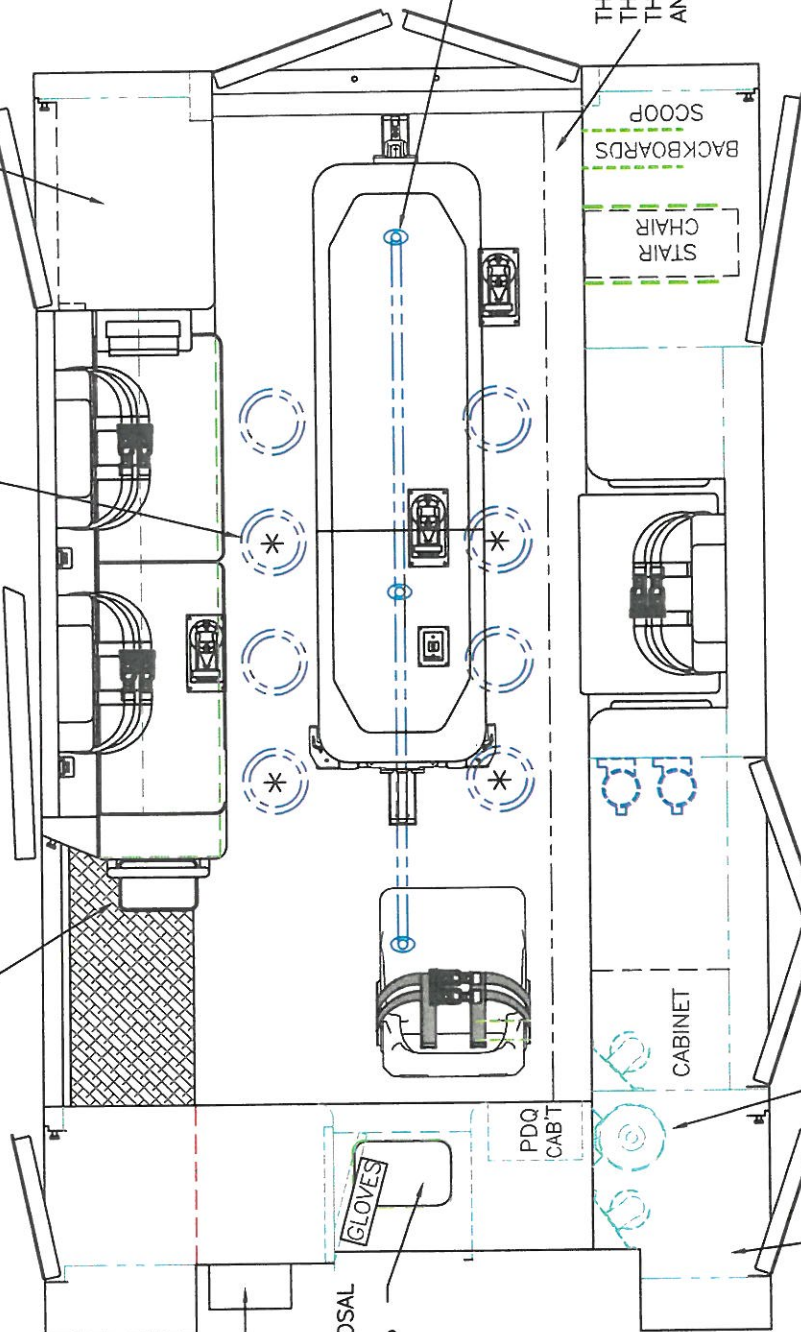


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FIXED LIFEPAK SHELF WITH INSIDE/OUTSIDE ACCESS, AND INSIDE/OUTSIDE ACCESS ABOVE AND BELOW LIFEPAK SHELF AREA

A-BAR WITH WASTE

(8) LED DOME LIGHTS



96" GRAB RAIL CENTERED OVER COT

THIS LINE REPRESENTS THE HEADLINER ANGLE THAT HOUSES THE ANGLED LED LIGHTS

SCOP
CHAIR

CABINET

OXYGEN TANK

(2) SCBA BRACKETS

MODULE WIDTH = 96"
MODULE LENGTH = 169"
MODULE HEAD ROOM = 72"

= (3) RECESSED CEILING IV HANGER LOCATIONS

= (1) CEILING OXYGEN OUTLET

* = (4) ANTENNA BASES LOCATED OUTBOARD OF DOME LIGHTS WITH COAX SERVICE LOOP

CUSTOMER SUPPLIED STRYKER POWERLOAD CENTER MOUNT COT LOAD SYSTEM

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CITY OF MONTGOMERY

FLOOR INTERIOR VIEW
CHIEF XL-III



DRAWING NO.

DWG. SER C

MONTGOMERY-9

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: AMBULANCES AND RELATED EQUIPMENT

CONTRACT No.: STS009362

CONTRACT ID: CTR009362

EFFECTIVE DATES: 5/01/2023 to 4/30/2026

SUPPLIER/CONTRACTOR: DEMERS AMBULANCE USA INC

STS SUB-TYPE: S&LG

This Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Contract is available to ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS, as applicable.

MANDATORY USE CONTRACTS: All Contracts with Contract Type "Competitive Selection" or "Competitive Selection - Two Phase" take precedence over this Contract. This Contract is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 125.035, State Agencies are required to purchase through the following requisite programs: Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); the Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); Opportunities for Ohioans with Disabilities (OOD); the Department of Administrative Services State Printing (Printing); the Department of Administrative Services Office of Information Technology (OIT), and the Ohio Facility Construction Commission (OFCC). If any items on this Contract can be purchased through a requisite program, State Agencies must obtain a waiver from the applicable requisite program(s) to procure from this Contract.

CONTRACT UTILIZATION: The State of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this Contract is not obligated to procure any products or services from this Contract. This Contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

This Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below;

For DEMERS AMBULANCE USA INC:

Signed: _____

Marcel Fortin, Senior Sales Administration Manager

For the OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

Signed: _____

Kathleen C. Madden, Director

1 - STS NEW OFFER INSTRUCTIONS

Download the [instructions and forms](#) needed to initiate an offer to establish an STS contract.

2 - STANDARD TERMS AND CONDITIONS

State of Ohio [Standard Terms and Conditions](#) (revised 10/18/22) will apply to this Contract

3 - STS PROCUREMENT TERMS & CONDITIONS

3.1 - ENTIRE AGREEMENT

This Contract, which includes the Contractor's catalog and all documents referred to and incorporated into this Contract, is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous statements or agreements, whether oral or written.

3.2 - CONTRACT COMPONENTS AND ORDER OF PRIORITY

The components of this Contract are listed below in their order of priority:

- a. Contract Specific Terms and Conditions in Article 4
- b. STS Procurement Terms and Conditions in Article 3; then
- c. Standard Terms and Conditions in Article 2

3.3 - CERTIFICATION OF ACCURACY

The Contractor certifies that the Contractor's prices under this Contract are one of the following:

- a. The prices at which the Contractor currently offers each product and service to the US Government under a federal schedule;
- b. The best prices at which the Contractor has offered each product and service to its similarly situated, most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering price catalog(s) for specific items based on its most favored customer prices, the Contractor represents that it does not have a federal schedule.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

3.4 - CONTROLLING BOARD AUTHORIZATION

The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

3.5 - PRICELIST

The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is in the catalog. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices in the catalog. If the catalog contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services,

those terms or conditions are excluded from this Contract and are of no effect. Contractor's catalog is incorporated into the Contract as if fully rewritten herein, excluding any terms or conditions mentioned above, and the most recent catalog can be found in OhioBuys.

For contracts leveraging a punchout catalog, Contractor is required to provide a catalog in the Supplier-Managed Catalog Template format for all items. This Supplier-Managed Catalog will be attached to the contract record and is incorporated into the Contract. In the event of a discrepancy between the punchout catalog and the Supplier-Managed Catalog the Supplier-Managed Catalog will prevail. Contractor must not modify the available items or pricing presented in their punchout catalog until an amendment to this Contract is requested, fully executed, and effective.

Except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers and similar personal computing devices that the original equipment manufacturer does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's catalog, they are deleted for purposes of this Contract.

3.6 - PRICE ADJUSTMENTS (GSA BASED)

If the Contractor has relied on its federal schedule pricing, the State will be entitled to any price decreases that the Contractor makes to its federal schedule for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its federal schedule pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract. Price increase requests for a Contract based on a federal schedule must be accompanied by documentation signifying approval of the price increase by the federal government.

3.7 - PRICE ADJUSTMENT (S&LG BASED)

If the Contractor has relied on its similarly situated, most favored customer pricing, the Contract prices(s) will remain firm unless the Contractor submits a request to adjust their price(s). Price increases shall be effective 30 calendar days after acceptance by the State. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from its suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc. Any price increases shall not exceed prices offered to similarly situated, most favored customers.

The State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its similarly situated customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors in this Contract sells a product or provides a service to any similarly situated customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction due to a general decline in the market or some other factor. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately require the Contractor to remove the affected products and services from this Contract.

3.8 - DEALERS AND DISTRIBUTORS

The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. If the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and federal tax identification number for each dealer. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Department of Administrative Services, Office of Procurement Services. In doing so, the Contractor warrants that:

- a. The Contractor has provided the dealer with a copy of this Contract, and an authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- b. The dealer's agreement as noted in subparagraph (a) above is for the benefit of the State as well as the Contractor.
- c. The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- d. Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- e. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

3.9 - COMMERCIAL MATERIAL

As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, computer source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the catalog associated with this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the perpetual rights in items (a) through (h) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (a) through (h) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

- a. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
- b. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
- c. Reproduced for safekeeping (archives) or backup purposes.
- d. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.

- e. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
- f. Used or copied for use in or transferred to a replacement computer.
- g. However, if the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
- h. However, if any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Catalog. If the Contractor provides greater license rights in an item included in Catalog to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items (a) through (h) above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract.

3.10 - CONFIDENTIALITY AGREEMENTS

When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

3.11 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract each calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all Cooperative Purchasing Members for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

Contractor must submit the quarterly sales report to the State via OhioBuys, and when Contractor will be submitting a payment, Contractor must also complete and submit the Quarterly Sales Report and Revenue Share Remittance Form (available at <https://das.ohio.gov/revenueshareform>) with Contractor's Revenue Share payment. If no sales occur, Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. For purposes of this section, the close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports in a timely manner or, falsifies any sales report, the State may terminate this Contract.

3.12 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to an Ordering Agency, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

3.13 - SOFTWARE WARRANTY

On acceptance and for 12 months after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- a. The software will operate on the device or equipment for which the software is intended in the manner described in the relevant software documentation;
- b. The software will be free of any material defects;
- c. The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- d. The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- e. The software and all maintenance will be provided in a professional, timely, and efficient manner.

The foregoing warranties also apply to any Pre-existing Materials incorporated into any custom software unless.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third-party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- a. Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- b. Supply technical bulletins and updated user guides;
- c. Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- d. Correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- e. Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

3.14 - SOFTWARE WARRANTY AND MAINTENANCE

If this Contract involves software as a Deliverable, then during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For defects with more significant consequences, including those that render key functions of the System inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice and the Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software in a timely fashion. Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following two things: (a) give the State a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as

Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

3.15 - SOFTWARE UPGRADES

This provision will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. In this event, the State will be entitled to the most favored license fee made available to other most favored customer.

After an initial acquisition of a license in Commercial Software, excluding the exceptions above, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- a. The Contractor's (or third party licensor's) standard upgrade or migration fee;
- b. The upgrade or migration fee in the Catalog; or
- c. The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

3.16 - EQUIPMENT MAINTENANCE

If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- c. Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- d. Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- e. Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

3.17 - EQUIPMENT MAINTENANCE STANDARDS

Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight business hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight business hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

3.18 - EQUIPMENT MAINTENANCE CONTINUITY

If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- a. All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- b. A listing of suppliers capable of supplying necessary spare parts;
- c. Adequate information to permit the State to have spare parts manufactured elsewhere; and
- d. A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. If disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

3.19 - PRINCIPAL PERIOD OF MAINTENANCE (GENERAL)

Software and Equipment maintenance must be available twelve working hours per weekday, between 7:00 a.m. and 7:00 p.m. (Columbus, Ohio local time). Travel time and expenses related to remedial and preventative maintenance will not be considered billable but will be included in the price of the maintenance.

3.20 - MAINTENANCE ACCESS (GENERAL)

The Contractor must keep the Deliverable(s) in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

3.21 - CONTINUING OBLIGATIONS

Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.

3.22 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

4 - CONTRACT SPECIFIC TERMS AND CONDITIONS

5 - DEALERS

Refer to DEALERS AND DISTRIBUTORS in the STS Procurement Terms and Conditions for the definition of Dealer.

Dealer Name	Dealer ID	EOD Status
Penn Care Inc	1	

6 - DISTRIBUTORS

Refer to DEALERS AND DISTRIBUTORS in the STS Procurement Terms and Conditions for the definition of Distributor.

Distributor Name	Dealer ID

RESOLUTION NO. _____, 2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH PENN CARE INCORPORATED FOR THE PURCHASE OF
A 2025 BRAUN E450 CHIEF XL TYPE III AMBULANCE**

WHEREAS, the Administration has determined that it is necessary to replace in service the Fire and EMS Department Ambulance, and has appropriately budgeted for such replacement; and

WHEREAS, the City of Montgomery is a participant in the State of Ohio's Cooperative Purchasing Program; and

WHEREAS, the Cooperative Purchasing Program offers an Ambulance which, after analysis by the Fire Department, meets the needs for a replacement; and

WHEREAS, the City has determined that separate bids for the purchase of an Ambulance would exceed the price available through the Ohio Cooperative Purchasing Program; and

WHEREAS, Penn Care Incorporated is the approved vender through the Ohio Cooperative Purchasing Program for the Ambulance the Fire Department has determined meets their needs.

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

SECTION 1. The City Manager is hereby authorized to acquire from Penn Care Incorporated through the Ohio Cooperative Purchasing Program One (1) 2025 Braun Chief XL Type III Ambulance in an amount not to exceed Three Hundred Eighteen Thousand Dollars (\$318,000) consistent with the specifications reviewed and approved by

the Fire and EMS Department. This contract price includes necessary options to fully equip the Ambulance and recommended contingencies for unexpected related expenditures.

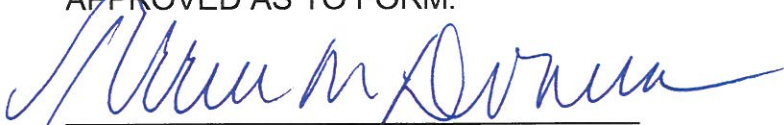
SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellan, Law Director

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City of Montgomery
City Council Special Session
December 4, 2023

Staff Member Present

Connie Gaylor, Clerk of Council

Council Members Present

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

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

ROLL CALL

Mr. Cappel made a motion to dispense with roll call as all council members were present. Mr. Messer seconded. City Council unanimously agreed.

EXECUTIVE SESSION

Mayor Margolis asked for an Executive Session for matters related to the appointment of a public official.

Mr. Cappel made a motion to enter into Executive Session for matters related to the appointment of a public official. Mr. Messer seconded.

The roll was called and showed the following vote:

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

Council adjourned into Executive Session at 6:01 p.m.

Council reconvened in public session at 7:46 p.m.

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

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

The Special Session of Council adjourned at 7:46 p.m.

Clerk of Council

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City of Montgomery
City Council Organizational Meeting and Business Session Minutes
December 6, 2023

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
John Crowell, Police Chief
Kevin Chesar, Community Dev. Director
Gary Heitkamp, Public Works Director
Tracy Henao, Asst. City Manager
Maura Gray, Finance Director
Matthew Vanderhorst, Communications and Information Service Director
Paul Wright, Fire Chief
Amy Frederick, Communications and Engagement Coordinator
Connie Gaylor, Clerk of Council

City Council Members Present

Lee Ann Bissmeyer
Chris Dobrozsi
Craig Margolis
Ron Messer
Catherine Mills Reynolds
Sasha Naiman
Ken Suer

City Council convened in Council Chambers at 5:15 p.m. with Terry Donnellon, Law Director, presiding.

SWEARING IN OF NEW COUNCIL MEMBERS

Supreme Court Justice Patrick K. Fischer conducted the swearing in of the City's incumbent Council Members Margolis and Suer and new Council Member Catherine Mills-Reynolds.

APPOINTMENT OF MAYOR AND VICE MAYOR

Mr. Donnellon asked if there were any nominations for Mayor.

Mr. Suer moved to nominate Mr. Messer as Mayor. Mr. Margolis seconded.

Mr. Donnellon asked for a voice vote.

AYE: Mills-Reynolds, Dobrozsi, Naiman, Suer, Margolis, Messer (6)

NAY: Bissmeyer (1)

Mr. Donnellon asked if there were any nominations for Vice Mayor.

Mr. Dobrozsi nominated Mrs. Naiman as Vice Mayor. Mr. Margolis seconded.

Mr. Donnellon asked for a voice vote.

AYE: Mills-Reynolds, Dobrozsi, Naiman, Suer, Margolis, Messer (6)

NAY: Bissmeyer (1)

Mr. Donnellon invited Justice Fischer to administer the oath of office to Mr. Messer and Mrs. Naiman.

SWEARING IN OF MAYOR AND VICE MAYOR

Justice Fischer conducted the swearing in of Mayor Messer and Vice Mayor Naiman.

Mayor Messer thanked his family, former Mayor Margolis and all of Council for their support. He stated that becoming Montgomery's Mayor is not only an honor and privilege, but also a responsibility to which he will enthusiastically dedicate his time and energy. He stated that he looks forward to working with all of the talented

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City Council Organizational Meeting and Business Session Minutes

December 6, 2023

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54 volunteers and excellent city employees and colleagues in keeping the City of Montgomery the safe and thriving
55 city it is today and for future generations.

56
57 Vice Mayor Naiman stated that she was truly grateful for the opportunity to serve this City as Vice Mayor, and
58 she looks forward to working together with her colleagues on Council. She stated she is grateful for the City Staff,
59 who improve residents' lives, day in and day out. She stated that the city has great parks and activities and is in a
60 strong financial position. She stated that she is really excited to continue partnering with Council and Staff to step
61 into the Vice Mayor role.

62
63 Mayor Messer asked to take a brief recess to celebrate the swearing in of the Council Members.

64
65 Mr. Margolis moved to adjourn into recess. Vice Mayor Naiman seconded. City Council unanimously agreed.
66 Council adjourned at 5:29 p.m.

67
68 Mayor Messer called the Business Session to order at 6:00 p.m.

69
70 **ROLL CALL**

71
72 Mayor Messer asked for a motion to dispense with the roll call since everyone was in attendance.

73
74 Mr. Margolis moved to dispense with the roll call. Mrs. Bissmeyer seconded. City Council unanimously agreed.

75
76 **PENDING LEGISLATION**

77
78 **An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of**
79 **Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2024**

80
81 Mr. Riblet asked to move the legislation to New Business as item J.

82
83 Mr. Margolis made a motion to move the legislation to Item J under New Business. Vice Mayor Naiman
84 seconded. City Council unanimously agreed.

85
86 **NEW LEGISLATION**

87
88 Mayor Messer explained that since all following legislation has been made available to the public before this
89 evening's meeting, he would like a motion to accept the legislative agenda and read all legislation by title only.

90
91 Mr. Margolis moved to accept the legislative agenda and read all legislation by title only. Vice Mayor Naiman
92 seconded. City Council unanimously agreed.

93
94 **A Resolution Adopting a Five-Year Capital Improvement Program for The City of Montgomery**

95
96 Mr. Dobrozsi recused himself from voting on the budget as it includes funds for the Montgomery Quarter, and he
97 is abstaining from any vote related to the development project and exited the dais.

98
99 Mr. Suer moved to read the title and moved passage of the Resolution. Vice Mayor Naiman seconded.

100
101 Mr. Suer explained that information has been previously supplied on this Resolution that, if approved, will adopt
102 the City's proposed Five-Year Capital Improvement Program. This was reviewed by City Council as a companion

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City Council Organizational Meeting and Business Session Minutes

December 6, 2023

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103 piece to the proposed 2024 Operating and Capital Budget with Four Year Forecast and represents a
104 comprehensive planning tool for capital investment in the community over the next five years.

105

106 Mr. Suer asked if there were any updates.

107

108 Ms. Gray replied there were none.

109

110 The roll was called and showed the following vote:

111

112 AYE: Bissmeyer, Mills-Reynolds, Messer, Naiman, Suer, Margolis (6)

113 NAY: (0)

114 ABSTAIN: Dobrozsi (1)

115

116 Mr. Dobrozsi returned to the dais.

117

118 **A Resolution Authorizing the City Manager to Enter into a Contract with Community Insurance Company**
119 **d/b/a Anthem Blue Cross and Blue Shield to Provide Medical Insurance and Dental Insurance for Full-**
120 **Time Employees**

121

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

123

124 Mr. Dobrozsi explained that information has been previously supplied on this Resolution that, if approved, would
125 authorize the City Manager to enter into a contract with Community Insurance Company d/b/a Anthem Blue
126 Cross and Blue Shield for both medical and dental insurance coverages for the City's full-time employees for the
127 January 1, 2024 through December 31, 2024 benefit period. The Anthem proposal for medical insurance
128 represents a 12.2% percent increase from the 2023 plan year premium and also requires bundling group dental
129 insurance with Anthem. The Anthem dental insurance proposal for 2024 represents a 3.63 percent decrease from
130 current premium rates.

131

132 Mr. Dobrozsi asked if there were any updates.

133

134 Mr. Riblet replied there were none.

135

136 The roll was called and showed the following vote:

137

138 AYE: Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis, Bissmeyer (7)

139 NAY: (0)

140

141 **A Resolution Establishing City Contributions for Health Care Benefits**

142

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

144

145 Mr. Dobrozsi explained that information has been previously supplied on this Resolution that, if approved, will
146 establish the City's maximum contribution limits (caps) for a 12-month period beginning January 2024 for
147 medical and dental insurance. The caps determine the amount of money the employees must contribute toward the
148 cost of their health and dental insurance coverages. Typically, the City has increased these "caps" annually by six
149 percent (6%) for medical insurance and three percent (3%) for dental insurance. It should be noted that the
150 recommended caps for medical and dental insurances are already in place in AFSCME, FOP and IAFF collective
151 bargaining agreements.

152

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City Council Organizational Meeting and Business Session Minutes

December 6, 2023

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153 Mr. Dobrozsi asked if there were any updates.

154

155 Mr. Riblet replied there were none.

156

157 The roll was called and showed the following vote:

158

159 AYE: Dobrozsi, Messer, Naiman, Suer, Margolis, Bissmeyer, Mills-Reynolds (7)

160 NAY: (0)

161

162 **A Resolution Authorizing the City Manager to Enter into a Contract with CT Associates, Inc. For**
163 **Professional Services Related To General Engineering And Architectural Services For Calendar Year 2024**

164

165 Mayor Messer reassigned the legislation to Mr. Margolis.

166

167 Mr. Margolis explained that information has been previously supplied on this Resolution that, if approved, will
168 authorize the City Manager to enter into a contract with CT Consultants, Inc. for professional engineering and
169 architectural services for calendar year 2024. The City has contracted with CT Consultants to provide civil,
170 traffic, structural, electrical and storm water engineering services.

171

172 Mr. Margolis asked if there were any updates.

173

174 Mr. Heitkamp replied there were none.

175

176 The roll was called and showed the following vote:

177

178 AYE: Messer, Naiman, Suer, Margolis, Bissmeyer, Mills-Reynolds, Dobrozsi (7)

179 NAY: (0)

180

181 **A Resolution Authorizing the City Manager to Contract With National Inspection Corporation For**
182 **Professional Services To Serve As Building Official And To Provide Plan Review And Field Inspection**
183 **Authority And Services For The City's Building Department For The Calendar Year 2024**

184

185 Mayor Messer reassigned the legislation to Mr. Margolis.

186

187 Mr. Margolis explained that information has been previously supplied on this Resolution that, if approved, will
188 authorize the City Manager to enter into a contract with National Inspection Corporation for professional services
189 to serve as Building Official and to provide plan review and field inspection authority and services for the City's
190 Building Department for the calendar year 2024.

191

192 Mr. Margolis asked if there were any updates.

193

194 Mr. Chesar replied there were none.

195

196 The roll was called and showed the following vote:

197

198 AYE: Naiman, Suer, Margolis, Bissmeyer, Mills-Reynolds, Dobrozsi, Messer (7)

199 NAY: (0)

200

201

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202 **A Resolution Declaring A Moratorium On The Collection Of Building And Zoning Permit Fees For Solar**
203 **Installations**

204
205 Mrs. Bissmeyer read the title and moved passage of the Resolution. Mr. Margolis seconded.

206
207 Mrs. Bissmeyer explained that information has been previously supplied on this Resolution that, if approved, will
208 declare a moratorium on the collection of building and zoning permit fees for solar installations. City Council
209 approved Resolution 31 2021 waiving building and zoning fees for solar installations with a cap of \$1,000 for
210 2022 and 2023. Staff requests to renew this moratorium beginning on January 1, 2024 and ending on December
211 31, 2025. The waiver would be promoted as an incentive to our residents and businesses to adopt a more
212 environmentally friendly source of power and to continue to promote Montgomery as a progressive community in
213 the region and the State.

214
215 Mrs. Bissmeyer asked if there were any updates.

216
217 Mr. Chesar replied there were none.

218
219 The roll was called and showed the following vote:

220
221 AYE: Suer, Margolis, Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman (7)
222 NAY: (0)

223
224 **A Resolution Accepting A Bid And Authorizing The City Manager To Enter Into A Contract With**
225 **Rumpke Of Ohio, Inc. For Waste Collection Services within the City Of Montgomery For Calendar Years**
226 **2024, 2025, and 2026**

227
228 Mr. Dobrozsi read the title and moved for passage of the Resolution. Mr. Margolis seconded.

229
230 Mr. Dobrozsi explained that information has been previously supplied on this Resolution that, if approved, would
231 authorize the City Manager to enter into a contract with Rumpke for all current waste collection services for 2024
232 through 2026. A bid opening was held on November 2 with Rumpke being the only bidder. The results of the bid
233 reflect an overall increase of 25% in 2024 and 6% increase for the subsequent years. Adjustments to increase the
234 general fund budget for waste collection will be reflected in the 2024 Budget Appropriation Ordinance.

235
236 Mr. Dobrozsi asked if there were any updates.

237
238 Mr. Riblet replied there were none.

239
240 The roll was called and showed the following vote:

241
242 AYE: Margolis, Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer (7)
243 NAY: (0)

244
245 **An Ordinance Modifying the List of Conditions and Exceptions for the Vintage Club Planned Unit**
246 **Development District and Rezoning a Portion of the District from a Multi-Family D-3 District to a Limited**
247 **Business L-B District**

248
249 Mrs. Bissmeyer read the title of the Ordinance and moved to suspend the second and third readings of the
250 Ordinance. Mr. Margolis seconded.

251

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252 The roll was called and showed the following vote:

253
254 AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis (7)
255 NAY: (0)

256
257 Mrs. Bissmeyer explained that information has been previously supplied on this Ordinance that, if approved,
258 would authorize a zone change to a portion of the Vintage Club Planned Development from 'D-3' – Multi-family
259 to 'LB' – Limited Business. The project was unanimously recommended for approval by the Planning
260 Commission, and a motion made for approval at the November 1, Public Hearing by City Council.

261
262 Mrs. Bissmeyer moved passage of the Ordinance. Mr. Margolis seconded.

263
264 The roll was called and showed the following vote:

265
266 AYE: Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis, Bissmeyer (7)
267 NAY: (0)

268
269 **An Ordinance Amending Chapter 44.1, Income Tax, To Comply With Mandates Required By The Ohio**
270 **General Assembly**

271
272 Mr. Suer read the title and moved to suspend the second and third readings. Mr. Margolis seconded.

273
274 The roll was called and showed the following vote:

275
276 AYE: Dobrozsi, Messer, Naiman, Suer, Margolis, Bissmeyer, Mills-Reynolds (7)
277 NAY: (0)

278
279 Mr. Suer explained that this Ordinance would amend the Income Tax Ordinance to comply with changes made at
280 the State level. An overview of the changes was discussed by the Law Director at the November 15 Work Session.
281 To come into accordance with the State it is requested that the second and third readings of the Ordinance be
282 suspended and passed as an emergency.

283
284 Mr. Suer moved for passage of the Ordinance as an emergency. Mr. Margolis seconded.

285
286 The roll was called and showed the following vote:

287
288 AYE: Messer, Naiman, Suer, Margolis, Bissmeyer, Mills-Reynolds, Dobrozsi (7)
289 NAY: (0)

290
291 **An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of**
292 **Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2024**

293
294 Mr. Dobrozsi recused himself from voting on the budget as it includes funds for the Montgomery Quarter, and he
295 is abstaining from any vote related to the development project and exited the dais.

296
297 Mr. Suer read the title and moved to amend the Ordinance to reflect the amended budget detail. Mr. Margolis
298 seconded. City Council unanimously agreed.

299
300 Mr. Suer moved for passage of the Ordinance as amended. Mr. Margolis seconded.

301

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302 Mr. Suer explained that information has been previously supplied on this Ordinance that, if approved, would
303 establish the City's budget for fiscal year 2024. These documents were presented to and reviewed with City
304 Council at the September 14 Budget Review meeting.

305

306 The roll was called and showed the following vote:

307

308 AYE: Naiman, Suer, Margolis, Bissmeyer, Mills-Reynolds, Messer (6)

309 NAY: (0)

310 ABSTAIN: Dobrozsi (1)

311

312 ADMINISTRATION REPORT

313

314 Mr. Riblet gave the following report:

315

- 316 • City Council Work Session is scheduled for December 20, 2023 at 6:00 p.m.
- 317 • Mr. Riblet reported that it was previously requested that the Financial Planning Committee be moved to
318 Monday, December 11. He asked if the Committee would be available to meet at 4:00 p.m. All
319 Committee members agreed.
- 320 • The Parks and Recreation, Government Affairs and Public Works Committees have cancelled their
321 meeting for December.
- 322 • As a reminder, a Menorah lighting ceremony will be held in City Council Chambers on Monday,
323 December 11 beginning at 5:30 p.m. This year's event will be officiated by Rabbi Samantha Schepera in
324 conjunction with the City's Diversity Commission.
- 325 • Mr. Riblet thanked staff for their generosity in the annual Christmas gift drive that supports the Midwest
326 Childrens Home and Operation Give Back. He stated that this year staff supported 27 children from the
327 Midwest Childrens Home along with stocking six houses with supplies. He adds that there were 20
328 requests filled to provide for children at Operation Give Back.
- 329 • Mr. Riblet thanked Public Works, Recreation and staff for their work in making the Holiday in the Village
330 event special for the community.

331

332 Human Resources

333

- 334 • Firefighter/Paramedic – The Civil Service Commission certified five candidates on the eligibility list.
- 335 • Patrol Officer – The first round of candidate interviews has been completed and six candidates are moving
336 on in the process.
- 337 • Service Worker I – The first round of interviews was conducted with five candidates moving on in the
338 process.
- 339 • Front Desk position (Customer Support/Community Development Specialist) – The first round of
340 interviews with five candidates has been scheduled for December 15.

341

342 Events

343

- 344 • As a reminder the Holiday Luncheon will be held this Friday at Terwilliger Lodge from 11:00-2:00.
345 Council members are a special part of this holiday celebration. This year's theme is a "Ho-Down" so
346 please come expecting great food, fun and conversation with staff.
- 347 • The very popular Breakfast with Santa will be held Saturday morning at Terwilligers Lodge. Officer Paul
348 Payne will once again be Santa. Thank you to all the staff that made this event possible and so special for
349 the kids.

350

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351 Mr. Riblet requested an Executive Session to discuss compensation of a public employee and the appointment of a
352 public official.

353

354 **MINUTES**

355

356 Mr. Margolis moved to approve the November 15, 2023 Work Session minutes as amended. Mrs. Bissmeyer
357 seconded. City Council unanimously agreed.

358

359 **MAYOR'S COURT REPORT**

360

361 Mayor Messer asked for a motion to disburse the November Mayors Court collections in the amount of \$7,905.

362

363 Mr. Margolis moved to disburse the November Mayors Court collections in the amount of \$7,905. Vice Mayor
364 Naiman seconded. City Council unanimously agreed.

365

366 **OTHER BUSINESS**

367

368 Mayor Messer asked if there was any further business to discuss in Public Session. There being none he asked for
369 a motion to adjourn.

370

371 Mr. Margolis moved to adjourn. Vice Mayor Naiman seconded. City Council unanimously agreed.

372

373 City Council adjourned at 6:32 p.m.

374

375

376

377

Connie Gaylor, Clerk of Council