

December 22, 2023

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Business Session of Wednesday, January 3, 2024

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, January 3, 2024 at 6:00 p.m.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
 - a. Mark Laskovics will be presented with a Certificate of Appreciation for his Volunteerism and Service on the Environmental Commission
5. Guest and Residents
6. Legislation for Consideration this Evening
 - a. A Resolution Authorizing an Amendment to The Current Contract with Donnellon, Donnellon and Miller for Legal Services to The City of Montgomery—
This Resolution will authorize an amendment to the current contract with Donnellon, Donnellon and Miller for legal services to the City of Montgomery for the year 2024.

Add to the Agenda

Voice Vote

Assign to a City Council Member

Move to read the Resolution by title only

Voice Vote

Move for passage of Resolution

Explain Resolution

Roll Call Vote

Pending Legislation

There is no pending legislation

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

Voice Vote

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—(Mr. Margolis) Information has been previously supplied on 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.

Move for passage of the Resolution

Explain

Roll Call Vote

- 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—(Mr. Margolis) Information has been previously supplied on 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.

Move for passage of the Resolution

Explain

Roll Call Vote

- 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—(Vice Mayor Naiman) Information has been previously supplied on 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.

Move for passage of the Resolution

Explain

Roll Call Vote

7. Administration Report
8. Minutes- December 20, 2023 Work Session
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

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

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



CITY COUNCIL BUSINESS SESSION AGENDA

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

January 3, 2024
City Hall
6:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
 - a. Mark Laskovics will be presented with a Certificate of Appreciation for his Volunteerism and Service on the Environmental Commission
5. Guest and Residents
6. Legislation for Consideration for this Evening
 - a. A Resolution Authorizing an Amendment to The Current Contract with Donnellon, Donnellon and Miller for Legal Services to The City of Montgomery

Add to the Agenda

Voice Vote

Assign to a City Council Member

Move to read the Resolution by title only

Voice Vote

Explain Resolution

Roll Call Vote

Pending Legislation

There is no pending legislation

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

Voice Vote

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—(Mr. Margolis)

Move for passage of the Resolution

Explain

Roll Call Vote

- 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—(Mr. Margolis)

Move for passage of the Resolution

Explain

Roll Call Vote

- 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—(Vice Mayor Naiman)

Move for passage of the Resolution

Explain

Roll Call Vote

7. Administration Report

8. Approval of Minutes - December 20, 2023 Work Session

9. Mayor's Court Report

10. Other Business

11. Executive Session

12. Adjournment

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



Certificate of Appreciation to Mark Laskovics

WHEREAS, Mark Laskovics has served this municipality as a member of its Environmental Advisory Commission since 2015, four years as Chair, one year as Vice Chair; and,

WHEREAS, Mark was inducted into the Volunteer Walk of Fame in 2021 after reaching the required 250 hours of volunteer hours and has well surpassed those hours by reaching 407.5 hours C; and,

WHEREAS, Mark has gone above and beyond to accommodate residents at the monthly Cardboard Recycling and One Stop Drop events, often making special trips to area recycling centers to ensure that recyclable items don't go to the landfill; and,

WHEREAS, Mark applied his expertise in chemistry during the One Stop Drop paint collection, identifying unacceptable chemicals and advising residents on how to properly dispose of them; and,

WHEREAS, like a United States Postal Worker, neither snow, nor rain, nor heat, nor gloom of night keeps Mark from fulfilling the duties of the EAC, even if it means dumpster diving on occasion to make room for more cardboard; and,

WHEREAS, Mark and Ginny have been dedicated and engaged citizens of Montgomery for over 34 years and will be missed as they move to bluer skies and warmer weather in South Carolina to be near family; and,

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

SECTION 1. The Council hereby expresses its sincere appreciation to **Mark Laskovics** for his valued service as a member of the Environmental Advisory Commission and exceptional volunteer in the City of Montgomery. He has applied thoughtful, productive attention to the environmental needs of our community, and we benefit now and hereafter from his efforts.

LA Bissmeyer
Lee Ann Bissmeyer, Councilmember

Craig Margolis
Craig Margolis, Councilmember

Catherine Mills-Reynolds
Catherine Mills-Reynolds, Councilmember

CHRIS DOBROZSI
Chris Dobrozsi, Councilmember

Ron Messer
Ron Messer, Councilmember

Sasha Naiman
Sasha Naiman, Councilmember

Ken Suer
Ken Suer, Councilmember

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.

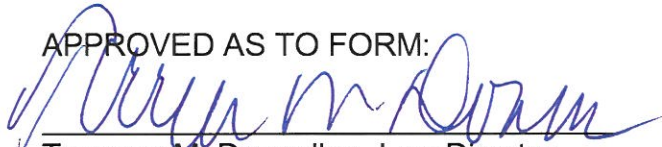
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

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.

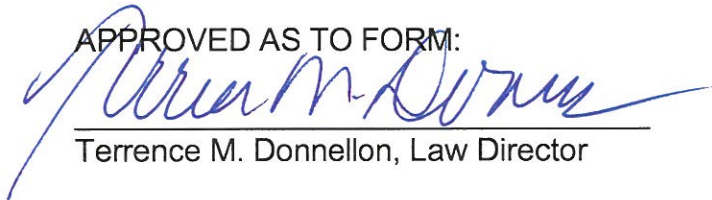
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

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. Donnellon, Law Director



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 a gain.

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

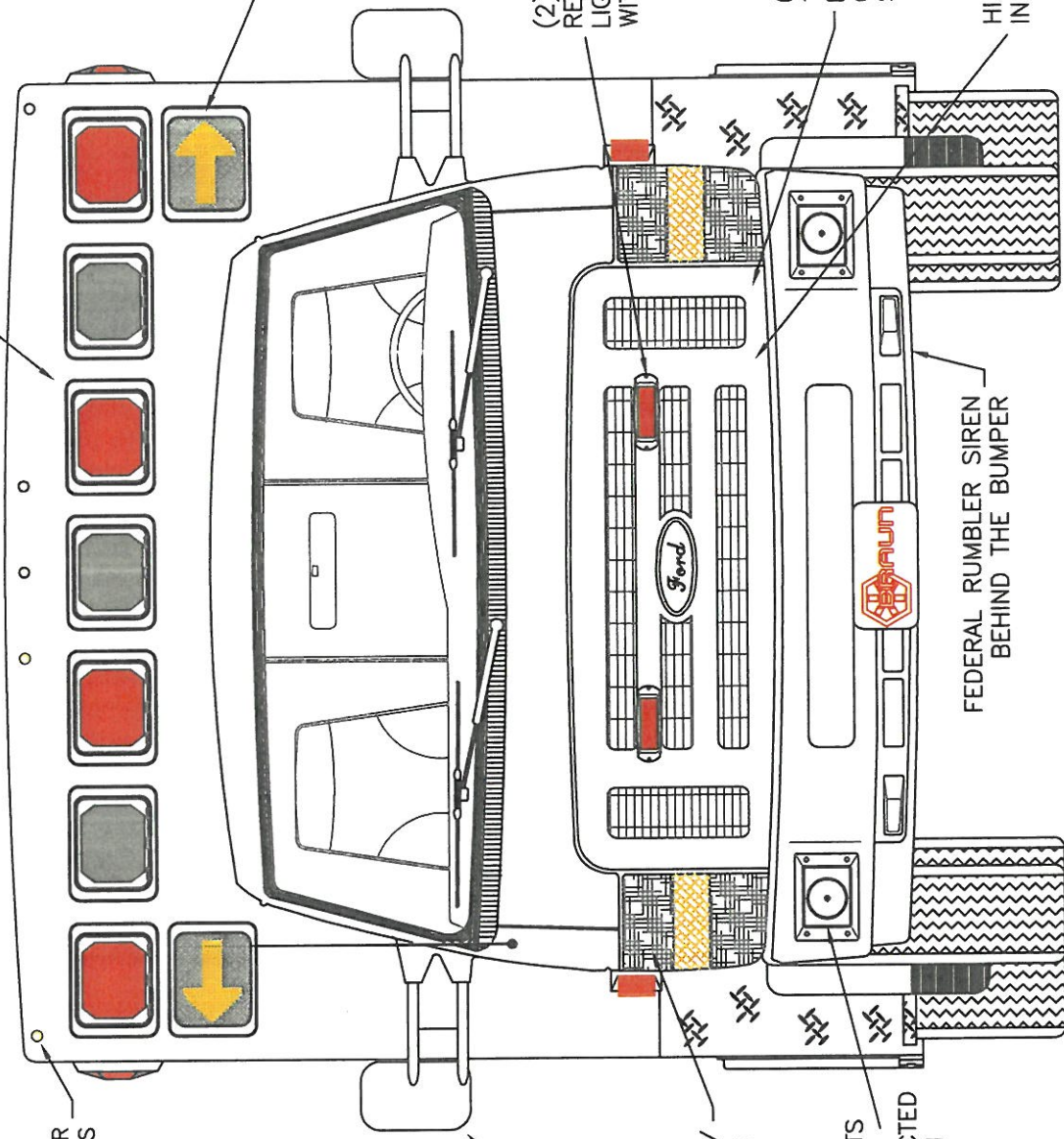
FLASHING HEADLIGHTS W/
 DAYTIME RUNNING LIGHTS

(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

DRAWING NO.

D

REV. A

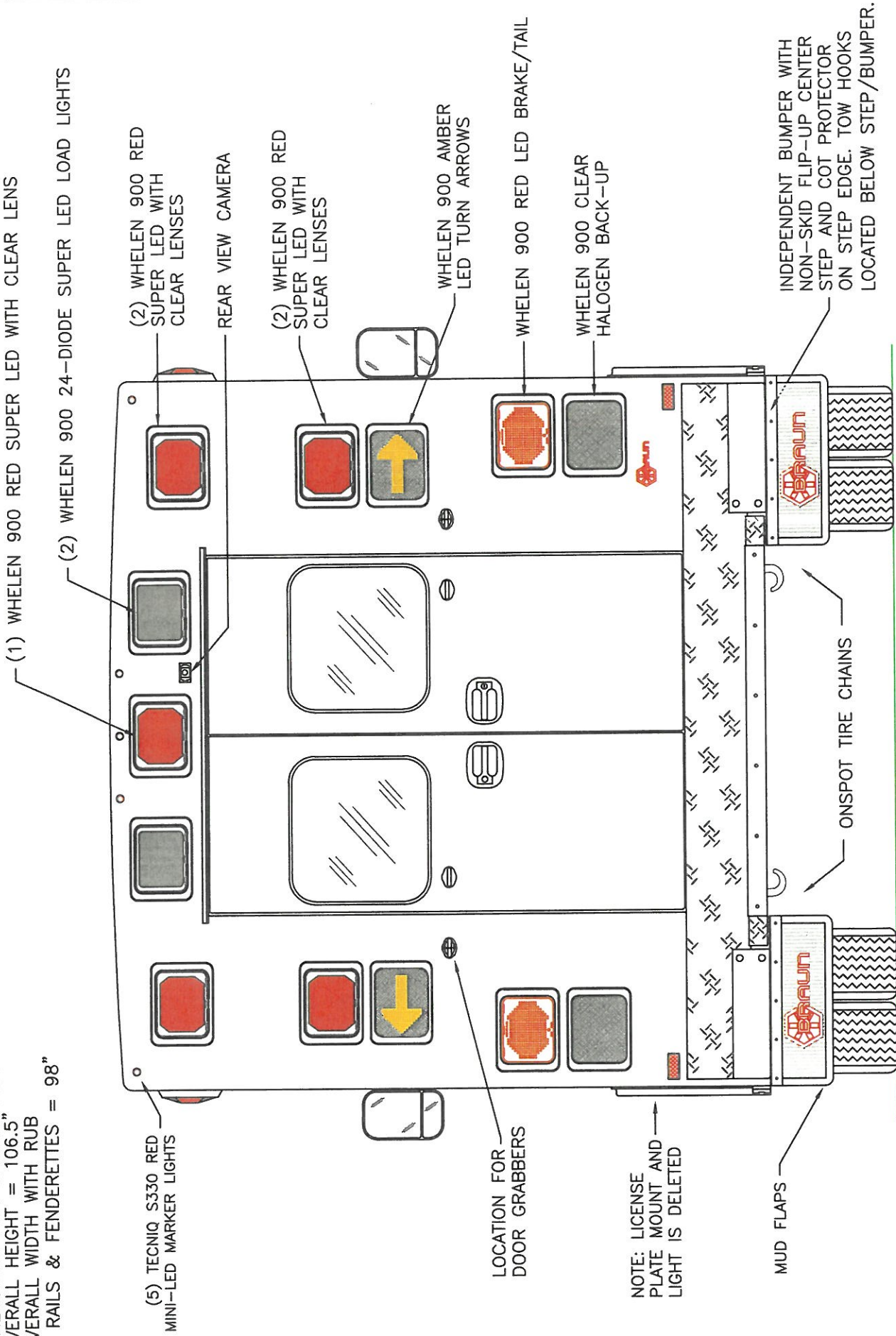
SER

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"

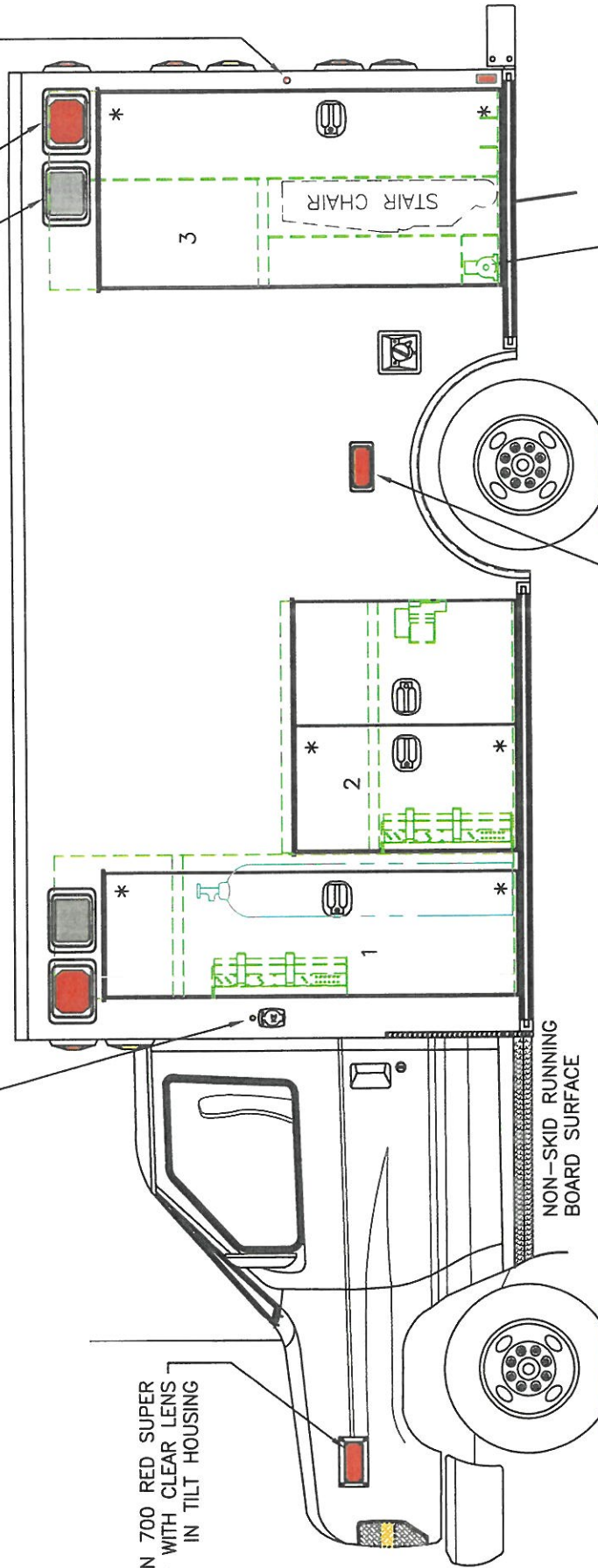
KUSSMAUL 20 AMP SUPER
 AUTO-EJECT SHORELINE INLET
 WITH AMBER INDICATOR LIGHT

WHELEN 700 RED SUPER
 LED WITH CLEAR LENS
 IN TILT HOUSING

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

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

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



WHELEN 700 RED SUPER
 LED WITH CLEAR LENS

ONSPOT COMPRESSOR
 BELOW FIXED SHELF

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. SER C

REV. C
 MONTGOMERY-3

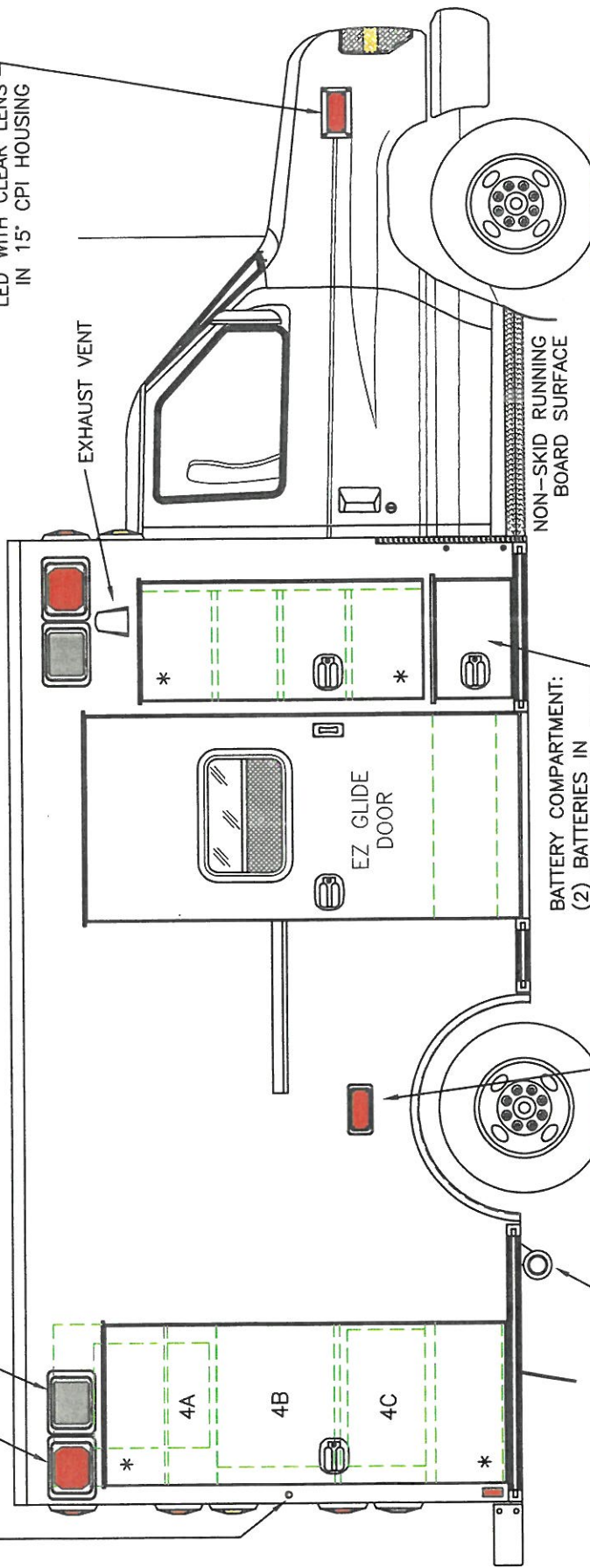
DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 OVERALL HEIGHT = 106.5"
 OVERALL LENGTH = 272.75"
 MODULE LENGTH = 169"

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

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

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



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

DRAWING NO.

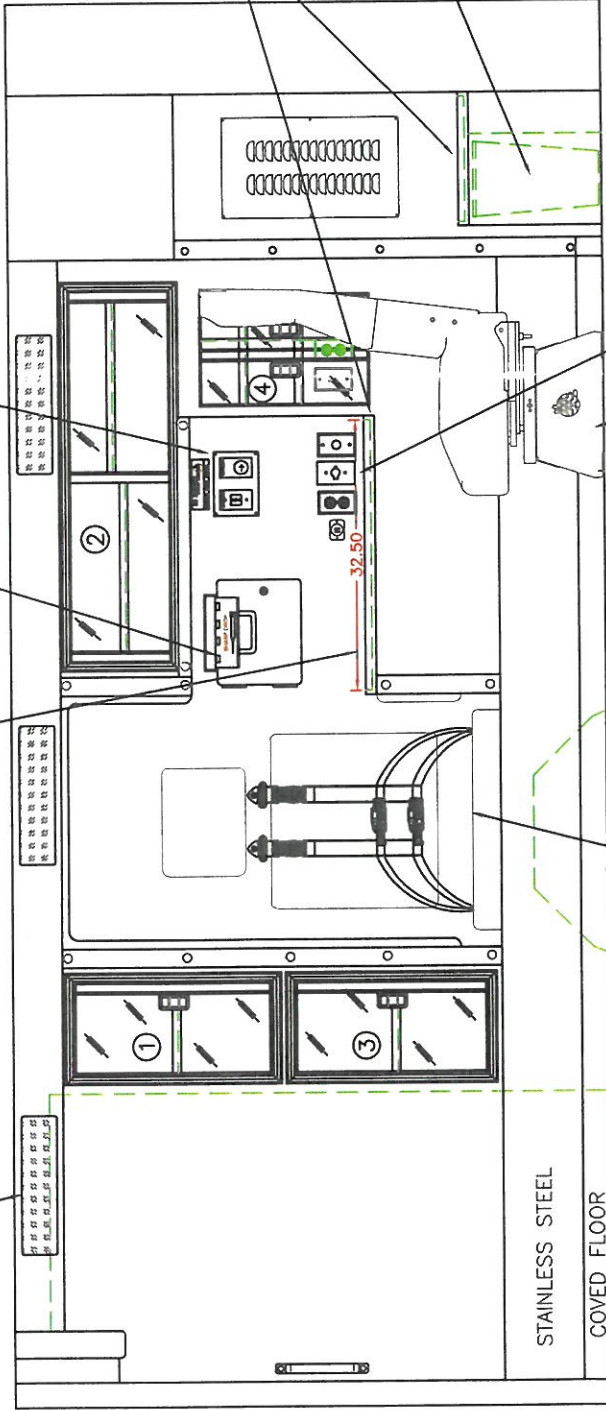
REV. SER A
 DWG. REV. A
 MONTGOMERY-4

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
TECHNIMOUNT 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

#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

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.

STREETSIDE INTERIOR VIEW
CHIEF XL-III

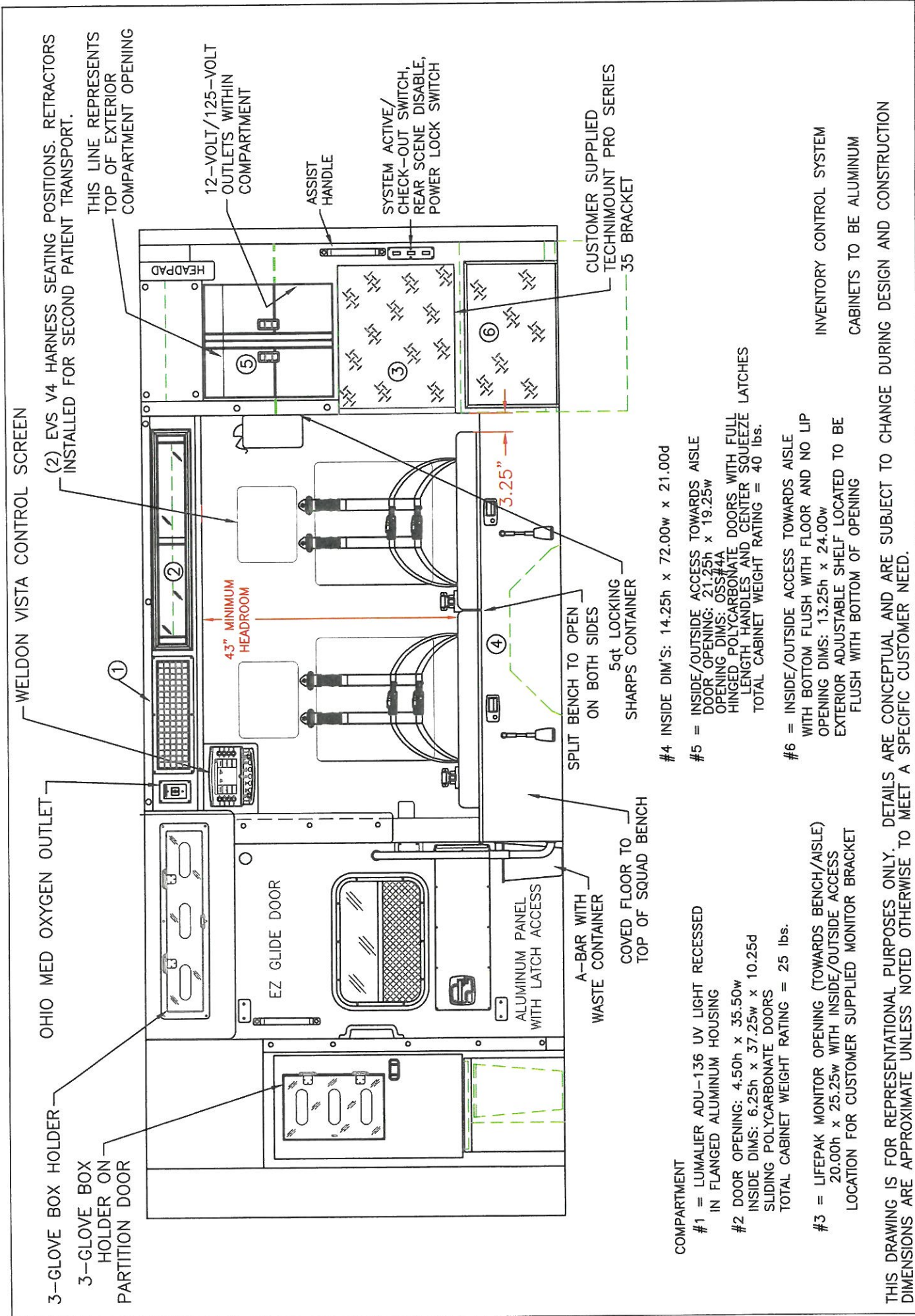
CITY OF
MONTGOMERY



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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

5qt LOCKING SHARPS CONTAINER

SPLIT BENCH TO OPEN ON BOTH SIDES

A-BAR WITH WASTE CONTAINER

COVERED FLOOR TO TOP OF SQUAD BENCH

EZ GLIDE DOOR

ALUMINUM PANEL WITH LATCH ACCESS

6

5

3

4

3.25"

CUSTOMER SUPPLIED TECHNIMOUNT 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 DIMS: 14.25h x 72.00w x 21.00d
 - #5 = INSIDE/OUTSIDE ACCESS TOWARDS AISLE
DOOR OPENING: 21.25h x 19.25w
OPENING DIMS: OSS#4A
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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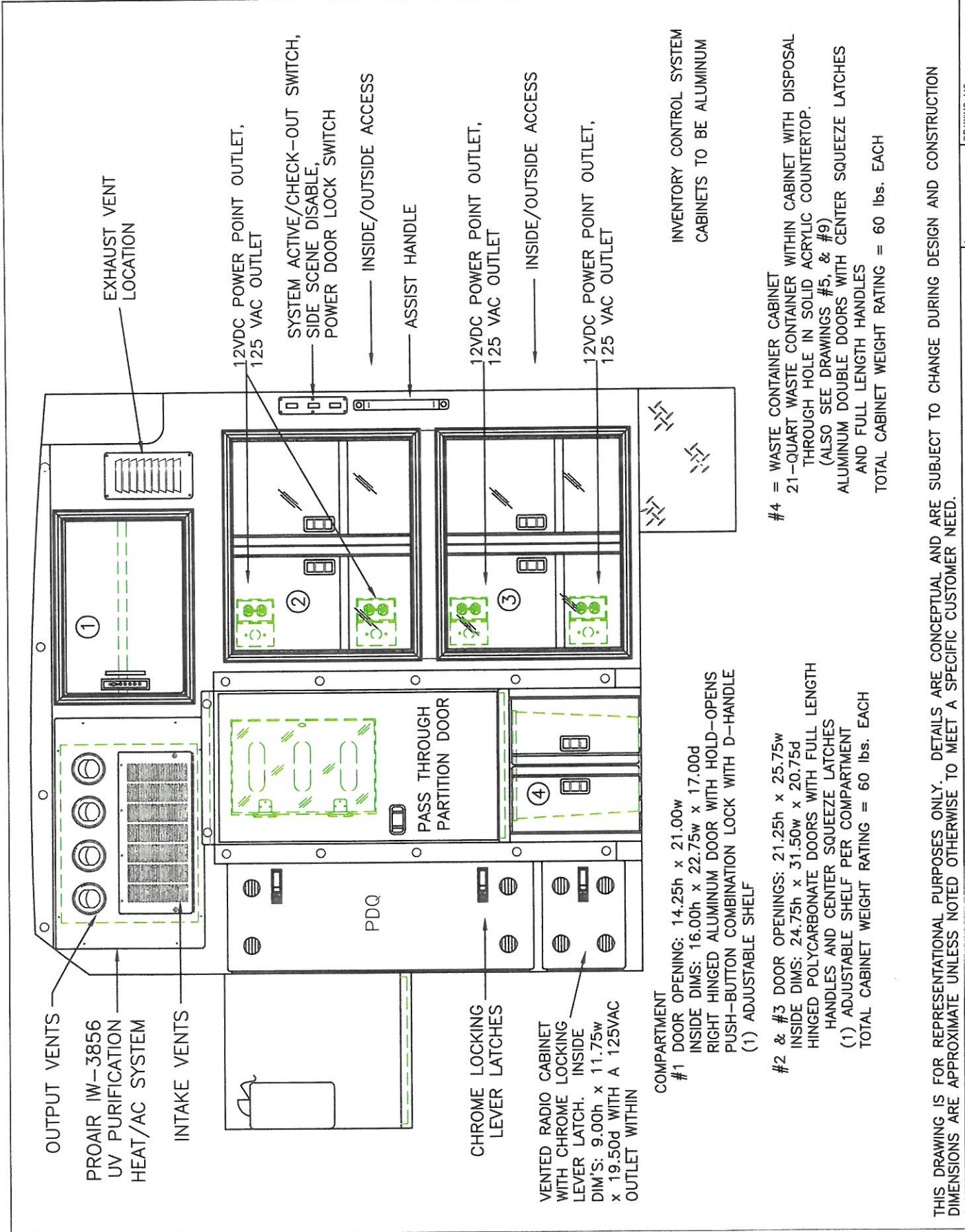


CITY OF
MONTGOMERY

CURBSIDE INTERIOR VIEW
CHIEF XL-III

DWG. SER B
REV. B
MONTGOMERY-6

DRAWING NO.



OUTPUT VENTS
 PROAIR IW-3856
 UV PURIFICATION
 HEAT/AC SYSTEM
 INTAKE VENTS

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

PDQ
 PASS THROUGH
 PARTITION DOOR

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

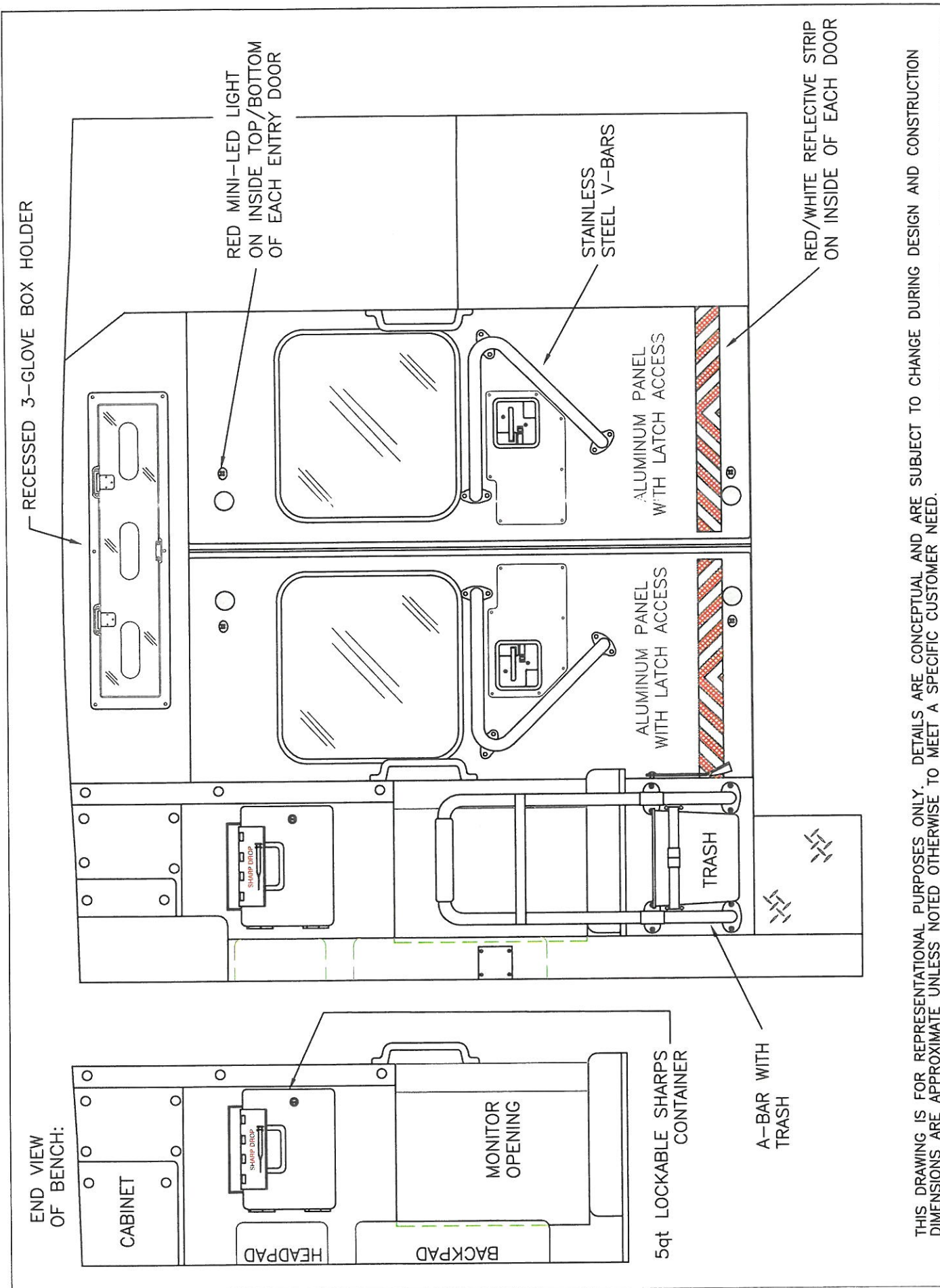
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 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

CITY OF
 MONTGOMERY



PARTITION INTERIOR VIEW
 CHIEF XL-III

DRAWING NO. MONTGOMERY-7	
DWG. SER C	REV. C



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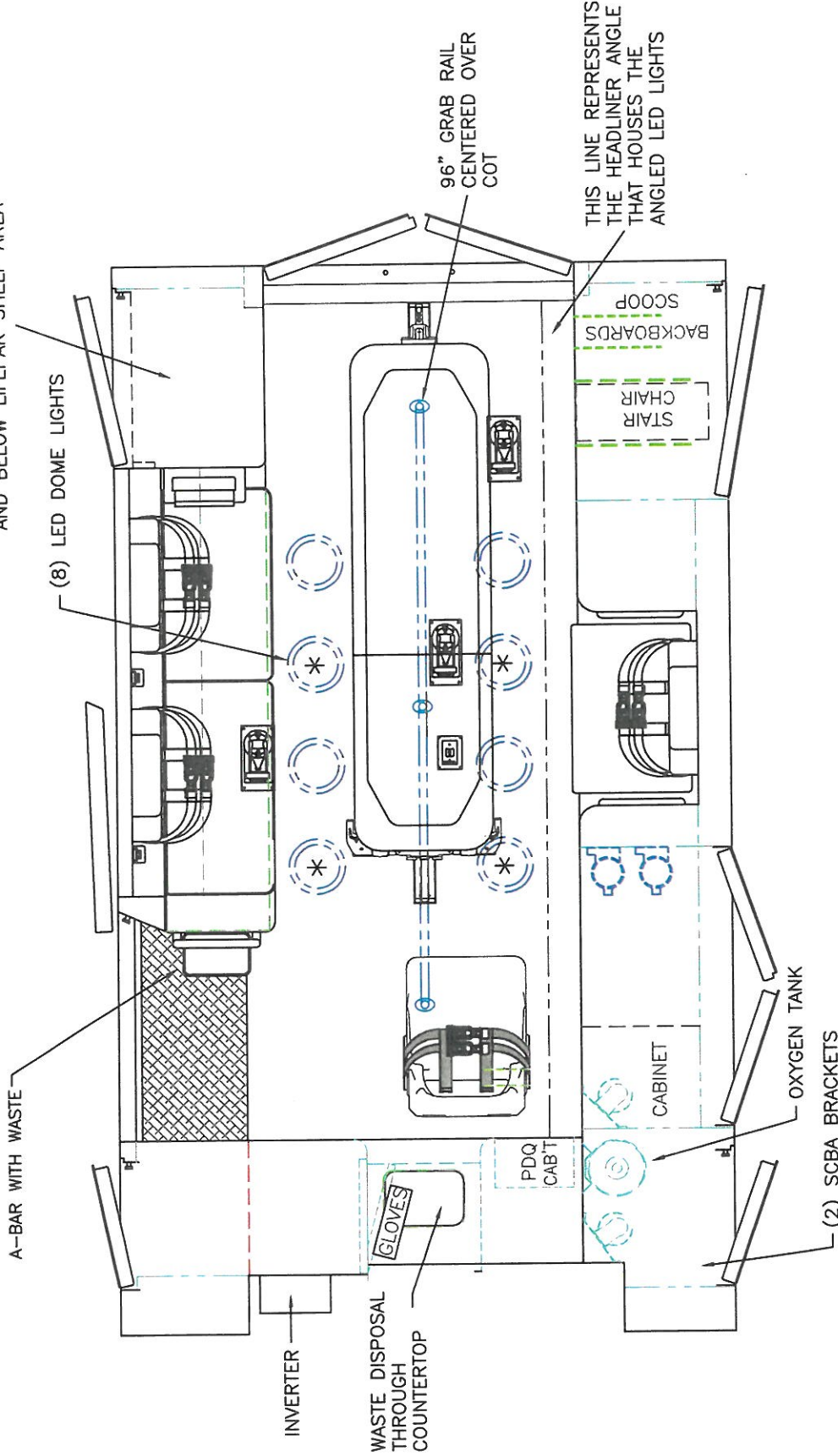
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		SER/A	MONTGOMERY-8

REAR INTERIOR VIEW
CHIEF XL-III

CITY OF MONTGOMERY

 **A-RUN**
Build Our Life

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



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 payment 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

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City of Montgomery
City Council Work Session Minutes
December 20, 2023

Present

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

City Council Members Present

Sasha Naiman, Vice Mayor
Lee Ann Bissmeyer
Chris Dobrozsi
Craig Margolis
Catherine Mills-Reynolds
Ken Suer

City Council Members Absent

Ron Messer, Mayor

City Council convened its Work Session for December 20, 2023 at 6:00 p.m. at City Hall with Mayor Margolis presiding.

ROLL CALL

Vice Mayor Naiman asked for a roll call.

The roll was called with everyone present except Mayor Messer. Mr. Margolis made a motion to excuse Mayor Messer due to a family emergency. Mrs. Bissmeyer seconded. City Council unanimously agreed.

SPECIAL PRESENTATIONS

Vice Mayor Naiman presented Jeff and Keli Womeldorff with a Certificate of Appreciation as the Fall Seasons of Beauty Winners by the Beautification and Tree Commission.

Jon Lewis with Deeper Roots Coffee made a brief presentation to City Council as the Montgomery Quarter's newest tenant. He explained that the Coffee Shop would open in 2024 and they are excited to join the other businesses at the Montgomery Quarter as well as becoming involved in the Montgomery community. Mr. Lewis provided background on the business and their vision for the Montgomery location.

City Council thanked Mr. Lewis for coming to the meeting and also for Deeper Roots Coffee selecting Montgomery to expand their business in.

GUESTS AND RESIDENTS

LEGISLATION FOR CONSIDERATION THIS EVENING

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

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

Vice Mayor Naiman asked for a motion to add the Ordinance to the agenda. Mr. Margolis made a motion to add the Ordinance to the agenda. Mrs. Mills-Reynolds seconded. City Council unanimously agreed.

Vice Mayor Naiman assigned the legislation to Mr. Suer.

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55 Mr. Margolis made a motion to read the Ordinance by title only. Mr. Dobrozsi seconded. City Council unanimously
56 agreed.

57
58 Mr. Suer read the title and moved to suspend the second and third readings. Mr. Margolis seconded.

59
60 The roll was called and showed the following vote:

61
62 AYE: Bissmeyer, Mills-Reynolds, Naiman, Suer, Margolis (5)
63 NAY: (0)
64 ABSTAIN: Dobrozsi (1)
65 ABSENT: Messer (1)
66

67 Mr. Suer moved for passage of the Ordinance. Mr. Margolis seconded.

68
69 Mr. Suer explained that this Ordinance will amend appropriations for current expenses and other expenditures
70 during the fiscal year ending December 31, 2023. The year-end supplemental appropriations are necessary to
71 reconcile line items which had expenditures exceed budget for various reasons, which need additional
72 appropriations or are required to be reduced by law.

73
74 Mr. Suer asked if there were any updates.

75
76 Ms. Gray provided an overview of the updates. She explained that total estimated General Fund intra-fund transfers
77 are \$97,000. Total reduction in all funds' appropriation is \$1,060,000. Appropriation increases total \$294,000. She
78 explained that a General Fund intra-fund transfer of \$97,000 from the General Fund 101 department level personnel
79 to non-personal objects. The Recreation Department and Finance Department are utilizing personnel savings to
80 cover additional contract services costs for each department. There is a reduction of appropriation in Fund 329
81 Montgomery Quarter TIF of \$500,000, and Fund 331 Vintage Club TIF by \$500,000. There is also a
82 recommendation for a \$60,000 reduction of appropriation in Fund 480 Downtown Improvements due to
83 appropriating \$60,000 more than is necessary for the fund. The General Fund general government requires an
84 additional \$250,000 in appropriation due to increased Income Tax refunds. Fund 324, the General Bond Retirement
85 Fund, was also impacted by the increase in Income Tax refunds and requires an additional \$32,000 in appropriations.
86 Fund 209 Memorials Fund experienced increased donations. The City's commitment to the existing donations has
87 increased by \$4,000. Fund 227 Special Assessments expenditures requires and additional appropriation of \$6,000
88 as expenditures were higher than expected. Fund 461 Triangle TIF fund expenditures slightly exceeded original
89 estimates and it requires an appropriation increase of \$2,000. All Fund balances are sufficient to support these
90 increases in appropriations.

91
92 The roll was called and showed the following vote:

93
94 AYE: Mills-Reynolds, Naiman, Suer, Margolis, Bissmeyer (5)
95 NAY: (0)
96 ABSTAIN: Dobrozsi (1)
97 ABSENT: Messer (1)
98

99 Mr. Dobrozsi returned to the dais.

100
101 **ESTABLISHING AN AGENDA FOR JANUARY 3, 2024 BUSINESS SESSION**

102
103 **PENDING LEGISLATION**

104

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December 20, 2023

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105 There is no pending legislation.

106

107 **NEW LEGISLATION**

108

109 **A Resolution Accepting a Bid and Authorizing The City Manager To Enter Into A Contract With Ford**
110 **Development Corporation for the 2023 Montgomery Road Sidewalk Project**

111

112 Vice Mayor Naiman assigned the legislation to Mr. Margolis.

113

114 Mr. Heitkamp explained it is requested that City Council consider this Resolution that, if approved, will authorize
115 the City Manager to enter into a contract with Ford Development Corporation to construct sidewalk from 9840 to
116 10040 Montgomery Road. In March 2023, the City of Montgomery was approved by SORTA for a reimbursement
117 grant of 70% (not to exceed \$184,730.00) to complete the construction of a concrete sidewalk. The project is
118 included in the Capital Improvement Budget for 2023 and will be funded through account 410-261-5470 Street
119 Maintenance and Repair. It is requested that the project be approved in the amount of \$199,600.00, which is the
120 amount of the Base Bid plus a 10% contingency.

121

122 **A Resolution Accepting a Bid and Authorizing The City Manager To Enter into a Contract with Bansal**
123 **Construction, Inc. for the 2023 Montgomery Road Traffic Signal Improvements (North System) Project**

124

125 Vice Mayor Naiman assigned the legislation to Mr. Margolis.

126

127 Mr. Heitkamp explained it is requested that City Council consider this Resolution that, if approved, will authorize
128 the City Manager to enter into a contract with Bansal Construction, Inc. to complete the Montgomery Road Signal
129 Improvement Project. The project will improve six (6) traffic signals located on Montgomery Road, located at the
130 intersections of Mitchell Farm Lane, Market Place Lane, Schoolhouse Lane, Hopewell Road, Pfeiffer Road, and
131 Bethesda North Hospital. The project was included in the Capital Improvement Budget for 2023 and will be funded
132 through account 410-261-5470 Street Maintenance and Repair. It is requested that the project be approved in the
133 amount of \$280,000.00, which is the amount of the Base Bid, Alternates 1 through 4, and a 3% contingency.

134

135 Mr. Suer asked when the anticipated start date would be for the project.

136

137 Mr. Heitkamp explained that he expected it could be late spring or early summer of 2024 depending on the delivery
138 of materials.

139

140 **A Resolution authorizing the City Manager to enter into a Contract with Penn Care Incorporated for**
141 **the purchase of a Braun 2025 E450 Chief XL Type III Ambulance**

142

143 Vice Mayor Naiman stated that she would be assigned to the legislation.

144

145 Chief Wright explained this Resolution, if approved, will authorize the City Manager to enter into a contract
146 with Penn Care Incorporated for the purchase of a Braun 2025 E450 Chief XL Type III Ambulance. The
147 ambulance will be purchased through the bid process conducted through the State of Ohio Cooperative
148 Purchasing Program. The base bid for the ambulance totals \$267,322.00, with additional STS and Non-STS
149 options totaling \$44,211.04 and a contingency amount of \$6,466.16. These numbers, when combined, total
150 \$317,999.20. \$320,000 is budgeted in account 223.000.5405 as part of the City's 2024 Capital Improvement
151 Program. He explained that due to delays in getting the chassis for the ambulance the delivery time would be
152 in 2025.

153

154 Mrs. Bissmeyer asked what the value of the replaced ambulance would have once taken out of service.

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155 Chief Wright replied that he estimated \$14,000. He stated that since there is such a lag time in ordering and
156 getting new ambulances that resale values have increased.

157
158 Mrs. Mills-Reynolds asked if the contingency of \$6,000 would be enough since we are not expecting it for
159 another year.

160
161 Chief Wright explained that the purchase price is locked in and that the contingency amount is in case there
162 are new products that could be added as options available at time of the build of the ambulance.

163
164 **ADMINISTRATION REPORT**

165
166 Mr. Riblet reported the following items:

- 167
- 168 • City Council Business Session is scheduled for January 3, 2024 at 6:00 p.m.
 - 169
 - 170 • The Law and Safety, Financial Planning and Planning, Zoning and Landmarks Committees have cancelled
171 their meetings for the month of January.
 - 172
 - 173 • The Parks and Recreation, Government Affairs and Public Works Committees have agenda items, and an
174 update will be provided at the January 3 Business Session with confirmation of meeting times provided at
175 that meeting.
 - 176
 - 177 • On Monday, Planning Commission recommended approval to City Council regarding a modification related
178 to the counseling services permissible at the Church of the Saviour' Peace House facility. As a result, a
179 Public Hearing is requested to be held prior to the January 17 Work Session meeting at 5:45. If Council is
180 so inclined, a motion could be made to commence with the Work Session meeting at the conclusion of the
181 Public Hearing. Mr. Margolis made a motion to commence the Work Session at the conclusion of the Public
182 Hearing. Mr. Dobrozi seconded. City Council unanimously agreed.
 - 183
 - 184 • Planning Commission also approved signage on the Sycamore High School Field House including the
185 school's name and the "AVES" logo.

186 **Human Resources**

- 187 • A selection has been made for Evelyn Dumont's replacement and it will be our own Amy Smith from the
188 Police Department. Amy has proven to be a valued team member and expressed an interest to broaden her
189 experience. We will now begin the process of filling the vacancy that will be left at the Police Department.
190 We anticipate Amy will begin job shadowing Evelyn part time in January, transitioning to City Hall
191 probably in February.
- 192
- 193 • Patrol Officer – Six candidates are scheduled for second interviews next Thursday, December 28.
- 194
- 195 • Service Worker I – Five candidates are scheduled for second interviews on January 5.
- 196
- 197 • Firefighter/Paramedic – Interviews will be scheduled with all five candidates on the eligible list.
- 198

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199 Congratulations to Officer Paul Payne who has been selected as the 2023 HCPA Award for Service! He was
200 selected from a field of six area law enforcement officers who were nominated for consideration to the HCPA Board.
201 Paul will be presented with the Col. Emil J Otting Service Award at the annual HCPA Awards Banquet on Thursday,
202 January 11, 2023, at the Montgomery Inn!

203

204 City Offices will be closed Monday, December 25 and Tuesday December 26 in observance of the Christmas
205 holiday, and on Monday January 1 in observance of New Years Day.

206

207 Mr. Riblet requested an Executive Session for separate matters related to:

208

- To discuss the subject of pending or imminent litigation

209

- To consider the purchase of property for public purposes

210

- To consider the appointment, employment and compensation of a public employee or public official

211

212 **LAW DIRECTOR REPORT**

213

214 Mr. Donnellon reported that he would provide his report under Other Business.

215

216 **CITY COUNCIL REPORTS**

217

218 **Mrs. Bissmeyer**

219

220 Mrs. Bissmeyer thanked staff for scheduling Mandy Gaines for the holiday Live at the Uni concert. She stated that
221 Ms. Gaines is a phenomenal performer and always fills the Universalist Church.

222

223 Mrs. Bissmeyer wished everyone Happy Holidays.

224

225 **Mrs. Mills-Reynolds**

226

227 Mrs. Mills-Reynolds reported she attended a Sycamore Advisory Committee meeting. She stated that
228 Superintendent Chad Lewis was very appreciative of School Resource Officer Paul Payne for he role as the SRO at
229 the High School and also his help in the past responding to swatting issues at the school.

230

231 Mrs. Mills-Reynolds wished staff and Council a wonderful holiday season.

232

233 **Mr. Dobrozsi**

234

235 Mr. Dobrozsi also stated how incredible Mandy Gaines was at the Live at the Uni holiday concert.

236

237 Mr. Dobrozsi also wished everyone a wonderful holiday.

238

239 **Vice Mayor Naiman**

240

241 Vice Mayor Naiman thanked staff and Council for the accomplishments over the year and wished everyone a
242 wonderful holiday.

243

244 **Mr. Suer**

245

246 Mr. Suer wished everyone a great holiday season.

247

248

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249 **Mr. Margolis**

250

251 Mr. Margolis shared his appreciation for staff and Council members and wished everyone a wonderful Christmas
252 and Happy New Year.

253

254 **MINUTES**

255

256 Mr. Margolis moved to accept the December 4, 2023 Special Session and December 6, 2023 Business Session
257 minutes as written. Mrs. Mills-Reynolds seconded. City Council unanimously agreed.

258

259 **OTHER BUSINESS**

260

261 Vice Mayor Naiman informed Council that she would be out of town from January 9 thru January 18.

262

263 Mr. Donnellon explained that with the passage of Issue 2, Recreational Marijuana has been approved for use and
264 sale in the State of Ohio. A portion of Issue 2 allows local cities by Home Rule authority to regulate and/or prohibit
265 marijuana dispensaries, cultivators or processors in the City. This is similar to the Medical Marijuana Program
266 which was approved in 2018.

267

268 In 2018, after review by the Planning Commission, Council accepted the recommendation to amend the Zoning
269 Code to prohibit Medical Marijuana related businesses or related home occupations in the City.

270

271 With the authority reserved to the City with the enactment of Issue 2, the question to be posed is whether or not
272 Recreational Marijuana similarly should be prohibited as a permitted use in the City. The zoning amendment can
273 be initiated by Council by motion which will refer the issue to the Planning Commission for recommendation under
274 Chapter 150.22 to amend the Zoning Code.

275

276 While the issue is studied in the community, Council is asked to make a motion with a voice vote for the Planning
277 Commission to study whether or not Recreational Marijuana should be similarly restricted as a permitted use in the
278 City. The Planning Commission, after a public meeting, would make a recommendation to Council, which would
279 then be reviewed to potentially amend the Code.

280

281 As we know, regulations still need to be developed at the State level for licensing. The cultivation or processing of
282 Recreational Marijuana likely would not be a permitted use in the City as this is more of a manufacturing or
283 commercial use which is not recognized under the Code. The regulations would focus upon dispensaries. Any
284 regulation would not ban the use of marijuana, but only limit dispensaries in the various zoning districts. The
285 Planning Commission can recommend restrictions which Council can then, after public hearing, enact or amend.

286

287 Mr. Dobrozi explained that consistent with Chapter 150.22 of the Code of Ordinances, the Planning Commission
288 is asked to review and make a recommendation to City Council whether or not to regulate and/or prohibit
289 Recreational Marijuana businesses within the City consistent with the restrictions already in place for Medical
290 Marijuana facilities. Mr. Margolis seconded. City Council unanimously agreed.

291

292 **EXECUTIVE SESSION**

293

294 Vice Mayor Naiman stated that as Mr. Riblet had requested an Executive Session, a motion would be needed to
295 adjourn. She stated that there would be a short recess prior to adjourning to the Executive Session and that there
296 would be no further discussion or vote of legislation when returning to Public Session.

297

298 Mr. Margolis made a motion to adjourn into an Executive Session for separate matters related to:

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

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- 299 • To discuss the subject of pending or imminent litigation
300 • To consider the purchase of property for public purposes
301 • To consider the appointment, employment and compensation of a public employee or public official
302

303 Mrs. Mills-Reynolds seconded.

304

305 The roll was called and showed the following vote:

306

307 AYE: Bissmeyer, Mills-Reynolds, Dobrozi, Naiman, Suer, Margolis (6)

308 NAY: (0)

309 ABSENT: Messer (1)

310

311 Council adjourned into recess at 7:04 and into Executive Session at 7:20 p.m.

312

313 **ADJOURNMENT**

314

315 Council reconvened from Executive Session into Public Session at 8:15 p.m.

316

317 Vice Mayor Naiman asked if there was any further business to discuss in the Public Session. There being none she
318 asked for a motion to adjourn.

319

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

321

322 City Council adjourned at 8:15 p.m.

323

324

325

326

327

Connie Gaylor, Clerk of Council