

August 18, 2017

TO: Mayor and City Council Members  
FROM: Brian K. Riblet, Acting City Manager *BKR*

SUBJECT: City Council Work Session of Wednesday, August 23, 2017

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, August 23, 2017 at 7:00 p.m.

**Work Session**

1. Call to Order
2. Roll Call
3. Special Presentation
4. Guests and Residents
5. Legislation for Consideration Tonight
  - a. A Resolution to Adopt a Recommendation from the Montgomery Tax Incentive Review Council with Respect to the Compliance of all Tax Increment Financing Districts within the City of Montgomery—The Montgomery Tax Incentive Review Council met on Tuesday, August 1, 2017. Ohio law mandates that City Council approve, reject or remand the decision of the Tax Incentive Review Council relative to the compliance of the tax increment financing districts with their enabling legislation. It is recommended that City Council consider a Resolution to affirm the attached report of the Tax Incentive Review Council, so staff may file this Resolution, indicating City Council's action, with the Ohio Department of Development by the September 1 deadline. Due to the scheduling of the various jurisdictions and multiple calendars, the meeting was delayed this year which does prompt for the legislation to be passed at the Work Session meeting in order to meet the deadline as set forth in the statute.

***Assign to a Council Member for Reading***

***Move to read the Resolution by title only***

***Voice Vote***

***Move passage of the Resolution***

***Roll Call Vote***

- b. A Resolution Authorizing Additional Compensation for the Interim City Manager—Please find attached correspondence from Law Director Terry Donnellon, requesting that City Council approve a Resolution that would establish compensation for Brian Riblet during his term as Interim City Manager. Council by motion will add this Resolution to the agenda this evening which will address the additional compensation to be paid to Brian Riblet during the term he serves as Interim City Manager. There currently is no salary scale for the position of City Manager as it is approved annually as a part of a review and compensation package for the position. This will formally authorize the additional compensation to Brian during this interim period.

***Assign to a Council Member for Reading***

***Move to read the Resolution by title only***

***Voice Vote***

***Move passage of the Resolution***

***Roll Call Vote***

## **6. Establishing an Agenda for September 6, 2017**

### **Pending Legislation**

- a. An Ordinance Accepting Dedicated Stormwater Improvements in The Montgomery Woods Subdivision—(Mr. Margolis-3<sup>rd</sup> Reading) Information has been previously supplied on this Ordinance that, if approved, will accept certain stormwater improvements constructed several years ago, within the Montgomery Woods Subdivision. It was discovered in a review of City records that a portion of the stormwater improvement on Lakewater Drive had been accepted by Sycamore Township where a portion of the subdivision was in its jurisdiction, but the second portion of the same sewer line located in the City of Montgomery had not been properly accepted. This Ordinance will correct that mistake so the entire stormwater improvement is accepted and maintained by the City.

***Add this Ordinance to the September 6, 2017 Business Session with adoption of the Ordinance requested at that meeting.***

- b. A Resolution Authorizing a Reimbursement Agreement with Gateway Partners, LLC—(Mr. Suer) Information has been previously supplied on this Resolution that, if approved, will authorize reimbursement to Gateway Partners, LLC for interim engineering design costs that Gateway Partners may incur while we finalize negotiations for the project.

***City Council voted to table this Resolution at the July 19, 2017 Work Session, until further notice. No further action is needed at this time. City Council would need to make a motion to move this Resolution from tabled status when ready to take action.***

### **New Legislation**

- a. A Resolution Establishing City Contributions for Health Care Benefits—Please find attached correspondence requesting that City Council consider adoption of a Resolution that will establish the City's maximum contribution limits (caps) for medical and dental insurance which determines the amount of money the employees must contribute toward the cost of their health and dental insurance coverages. Typically, the City has increased these "caps" annually by six percent (6%) for

medical insurance and three percent (3%) for dental insurance. This practice allows for some increase in the cost of healthcare but also ensures that the increased costs are shared between the City and its employees. The recommended caps for the upcoming 2017-2018 medical and dental insurance plan years are already in place in existing union contracts.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- b. A Resolution Authorizing the City Manager to Enter into a Contract with Humana Health Plan of Ohio to Provide Medical Coverage and Life Insurance for Full-Time Employees—Please find attached correspondence from the Employee Health Care Benefits Committee requesting that City Council authorize the City Manager to enter into a contract with Humana Health Plan of Ohio, Inc. for medical insurance coverage for the City's full-time employees. Each year, the City must bid its medical insurance coverage. The proposals are evaluated by the Health Care Benefits Committee, which takes into account benefit levels and coverage costs to make a recommendation as to the desired provider of medical insurance coverage, as well as any changes to current benefit levels to achieve cost savings. For the benefit period that runs from October 1, 2017 through September 1, 2018, the Health Care Benefits Committee is recommending that the City remain with Humana, the current medical insurance carrier. The health care plan being recommended would continue to provide full-time employees one High Deductible Health Plan with a Health Savings Account (HDHP/HSA) with deductible levels of \$3,000/\$6,000 (single/family) with four levels of coverage: single, employee with child(ren), employee with spouse and family. The Humana proposal represents a zero percent increase from the 2016-2017 plan year premium. In addition to the zero percent increase in premium costs, it should be noted that participation in Humana's employee and family member's wellness program (Go365) has resulted in savings on premiums for the City. During the current benefit period, the City has realized a savings of \$15,299 as a result of member participation in the Go365 program. During the previous plan year period, the City realized a savings of \$13,445.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- c. A Resolution Authorizing the City Manager to Enter into a Contract with Dental Care Plus to Provide Dental Insurance Coverage for Full-Time Employees—Please find attached correspondence from the Employee Health Care Benefits Committee requesting that City Council authorize the City Manager to enter into a contract with Dental Care Plus, Inc. for dental insurance coverage for the City's full-time employees. Periodically, the City must bid its dental insurance coverage. The proposals are evaluated by the Health Care Benefits Committee, which takes into account coverages and costs and makes a recommendation as to the desired provider of dental insurance coverage, as well as any changes to current coverages to achieve cost savings. For the two-year benefit period October 1, 2017 through September 1, 2019, the Health Care Benefits Committee is recommending that the City remain with its current dental insurance carrier. Dental Care Plus, Inc. quoted a 4% and 4% increase over the two-year period and offers a provider network and plan design that is superior to other dental insurance plans. It should be noted that Dental Care Plus experienced a poor loss ratio with our group during the current benefit period during which the City experienced a zero percent increase in rates.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- d. A Resolution Authorizing the Interim City Manager to Enter into a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-SR 126/US 22-20.00/13.19 PID#104936—Please find attached correspondence from Acting City Manager Brian Riblet requesting that City Council authorize a Local-Let Project Agreement (LPA) with the Ohio Department of Transportation (ODOT) for the HAM-SR 126/US 22-20.00/13.19 PID#104936. This LPA agreement will allow the City to be the “lead” agency for advertising, awarding and inspecting the construction of a multi-lane roundabout to replace the existing interchange of SR-126 and Montgomery Road (US-22/SR-3). The City has been approved for funding through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) in the amount of \$6,000,000. This amount represents 70% of the overall project cost of \$8,571,429. The LPA agreement includes the requirement for the City of Montgomery to be responsible for up to \$2,571,429 of the total project cost estimate. If the project cost exceeds \$8,571,429 the City of Montgomery would be responsible for 100% of the project costs exceeding that amount. Funding for the project is currently included in the 2020 Montgomery Capital Improvement Program (CIP) budget, however, it is anticipated a roundabout construction fund will be requested in the upcoming 2018-2022 budget process.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- e. A Resolution Authorizing the Interim City Manager to enter into a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-US 22-14.74 Montgomery Sidewalks PID#104934—Please find attached correspondence from Acting City Manager Brian Riblet requesting that City Council authorize a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-US 22-14.74 Montgomery Sidewalks PID#104934. This LPA agreement will also allow the City to be the “lead” agency for advertising, awarding and inspecting the construction of a concrete sidewalk on the east side of Montgomery Road from Radabaugh Drive to just south of Hopewell Road. The City has been approved for a reimbursement grant of up to \$386,680. This amount represents 80% of the overall project cost of \$483,350. The LPA agreement includes the requirement for the City of Montgomery to be responsible for up to \$96,670 of the total project cost estimate. If the project cost exceeds \$483,350 the City of Montgomery would be responsible for 100% of the project costs exceeding that amount. Funding for the project is currently included in the 2021 Montgomery Capital Improvement Program (CIP) budget.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- f. A Resolution Authorizing an Intergovernmental Agreement between the City and the Hamilton County Transportation Improvement District—Please find attached correspondence from Law Director Terry Donnellon, requesting that City Council approve a Resolution that would authorize an Intergovernmental Agreement between the City and the Hamilton County Transportation Improvement District. Upon application by the City to the Hamilton County Transportation Improvement District, the City was awarded a grant of up to \$250,000 to provide reimbursement for engineering and design support for the Montgomery Road/Ronald Reagan Interchange Improvements Project. This legislation authorizes the City Manager to execute an Intergovernmental Agreement with the HCTID to co-administer and co-manage the Project. The City may be eligible for additional funding in future fiscal years during the term of the Project.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

**7. Administration Report**

**8. Law Director Report**

**9. City Council Member Reports**

- a. Mr. Cappel
- b. Mr. Alfaqih-Search Committee Update/Consultant
- c. Mrs. Harbison
- d. Vice Mayor Roesch
- e. Mr. Suer
- f. Mr. Margolis
- g. Mayor Dobrozsi

**10. Approval of Minutes—August 2, 2017 Business Session**

**11. Other Business**

**12. Executive Session**

**13. Adjournment**

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

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

**August 23, 2017**

**City Council Work Session –7:00 p.m.**

1. Call to Order
2. Roll Call
3. Special Presentation
4. Guests and Residents
5. Legislation for Consideration Tonight

- a. A Resolution to Adopt a Recommendation from the Montgomery Tax Incentive Review Council with Respect to the Compliance of all Tax Increment Financing Districts within the City of Montgomery

***Assign to a Council Member for Reading***

***Move to read the Resolution by title only***

***Voice Vote***

***Move passage of the Resolution***

- b. A Resolution Authorizing Additional Compensation for the Interim City Manager

***Assign to a Council Member for Reading***

***Move to read the Resolution by title only***

***Voice Vote***

***Move passage of the Resolution***

6. Establishing an Agenda for September 6, 2017

**Pending Legislation**

- a. An Ordinance Accepting Dedicated Stormwater Improvements in The Montgomery Woods Subdivision—(Mr. Margolis-3rd Reading)

***Add this Ordinance to the September 6, 2017 Business Session agenda with adoption of the Ordinance requested at that meeting.***

- b. A Resolution Authorizing a Reimbursement Agreement with Gateway Partners, LLC—(Mr. Suer)

***City Council voted to table this Resolution at the July 19, 2017 Work Session, until further notice. No further action is needed at this time. City Council would need to make a motion to move this Resolution from tabled status when ready to take action.***

## **New Legislation**

- a. A Resolution Establishing City Contributions for Health Care Benefits

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- b. A Resolution Authorizing the City Manager to Enter into a Contract with Humana Health Plan of Ohio to Provide Medical Coverage and Life Insurance for Full-Time Employees

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- c. A Resolution Authorizing the City Manager to Enter into a Contract with Dental Care Plus to Provide Dental Insurance Coverage for Full-Time Employees

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- d. A Resolution Authorizing the Interim City Manager to Enter into a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-SR 126/US 22-20.00/13.19 PID#104936

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- e. A Resolution Authorizing the Interim City Manager to enter into a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-US 22-14.74 Montgomery Sidewalks PID#104934

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

- f. A Resolution Authorizing an Intergovernmental Agreement between the City and the Hamilton County Transportation Improvement District.

***Add this Resolution to the September 6, 2017 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.***

## **7. Administration Report**

## **8. Law Director Report**

## **9. City Council Member Reports**

- a. Mr. Cappel
- b. Mr. Alfaqih-Search Committee Update/Consultant
- c. Mrs. Harbison
- d. Vice Mayor Roesch
- e. Mr. Suer
- f. Mr. Margolis
- g. Mayor Dobrozsi

## **10. Approval of Minutes—August 2, 2017 Business Session**

## **11. Other Business**

**12. Executive Session**

**13. Adjournment**

August 18, 2017

To: Brian K. Riblet, Acting City Manager  
From: Katie Smiddy, Finance Director *KMS*  
Subject: Approval of Action by Montgomery Tax Incentive Review Council

**Issue**

In accordance with ORC Section 5709.85, it is necessary for City Council to adopt legislation to approve the August 1, 2017 finding of the Montgomery Tax Incentive Review Council. The Tax Incentive Review Council has determined that all current tax increment financing districts are in compliance with the requirements of the legislation that created the districts.

**Background**

The City of Montgomery Tax Incentive Review Council meets annually to review all existing tax increment financing districts to ensure their compliance with all requirements of the agreements that created the districts. This Tax Incentive Review Council is comprised of one representative from the Hamilton County Auditor's Office, one representative of the Sycamore Community Schools, one representative of the Great Oaks Joint Vocational School District, one Montgomery City Council Member, and the City Manager.

Ohio Law mandates that City Council approve, reject or remand the decision of local tax incentive review councils relative to the compliance of existing tax increment financing districts. The Resolution indicating City Council's action is required to be filed with the Ohio Department of Development by September 1 of each year.

Due to the scheduling of various jurisdictions, the Montgomery Tax Incentive Review Council met later this year on August 1, 2017. The Council met to review our current tax increment financing districts and established that all City tax increment financing districts follow all standards. The meeting agenda and minutes from the Council's meeting are attached for your review.

**Staff Recommendation**

It is recommended that City Council adopt a Resolution to affirm the action of the Montgomery Tax Incentive Review Council relative to the compliance of the current tax increment financing districts in the City. It is further recommended that Council place this Resolution on the August 23, 2017 Work Session Agenda and adopt it at that time to allow staff time to file with the State of Ohio Department of Development by September 1.

City of Montgomery  
Tax Incentive Review Council

AGENDA

Tuesday, August 1, 2017 at 1:00 p.m.  
City Hall Council Chambers

1. Call to Order
2. Approval of Minutes of July 8, 2016
3. Review of outstanding tax incentive financing districts operating within the City of Montgomery:
  - a. Montgomery Commons
  - b. Village Corner Development
  - c. Montgomery Triangle Development
  - d. Vintage Club
4. Other Business
5. Adjournment

Montgomery Tax Incentive Review Council  
August 1, 2017  
Minutes

Present: Greg Jarvis, Hamilton County Auditor's Office, Chairman  
Wayne Davis, Montgomery City Manager  
Beth Weber, Sycamore Community Schools  
Ben Vanhorn, Great Oaks  
Rob Giuffre, Great Oaks

Also present: Katie Smiddy, Montgomery Finance Director

The meeting of the Montgomery Tax Incentive Review Council was called to order at 8:14 a.m. by Chairman Greg Jarvis.

The minutes of the July 8, 2016 meeting were approved as submitted, with a motion by Wayne Davis, seconded by Beth Weber, with all concurring.

The Council received the following TIF Districts in place in the City of Montgomery:

1. Montgomery Commons
2. Village Corner Development
3. Montgomery Triangle Development
4. Vintage Club

Beth Weber made a motion to find all four TIF Districts to be in compliance with all requirements of the TIF legislation, and this was seconded by Ben Vanhorn, with all concurring.

Under Other business, Wayne Davis discussed the City's progress regarding the future development of the Gateway Redevelopment Area, discussed current and future TIF financing and provided an update on the north portion of the Vintage Club Development.

There being no further business to discuss, Greg Jarvis made a motion to adjourn, seconded by Beth Weber, with all concurring. The Tax Incentive Review Council meeting was adjourned at 8:49 a.m.

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Secretary

**RESOLUTION NO.           , 2017**

**A RESOLUTION TO ADOPT RECOMMENDATION OF THE MONTGOMERY TAX INCENTIVE REVIEW COUNCIL WITH RESPECT TO THE COMPLIANCE OF ALL TAX INCREMENT FINANCING DISTRICTS WITHIN THE CITY OF MONTGOMERY**

**WHEREAS**, the Council of the City of Montgomery, Ohio has approved tax increment financing districts to encourage economic development of certain properties within the City limits; and

**WHEREAS**, the Montgomery Tax Incentive Review Council meets annually to review these districts for compliance with payments in lieu of real estate taxes and other requirements as set forth in the legislation which created the districts; and

**WHEREAS**, ORC Section 5709.85 requires, annually, that the recommendations of Tax Incentive Review Councils to be adopted by the legislative authority of the political subdivision in which the district is located and such legislation forwarded to the Ohio Department of Development.

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

**SECTION 1.** The Council of the City of Montgomery, Ohio, having received the 2017 report of the Montgomery Tax Incentive Review Council, hereby adopts the recommendation of that Council, a copy of which is attached hereto, with respect to the compliance of each tax increment financing district within the corporate limits of the City of Montgomery.

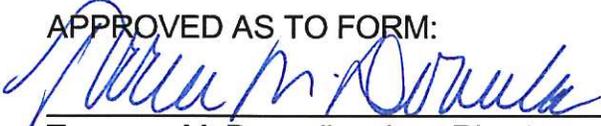
**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

TO: Mayor Chris Dobrozsi  
Members of City Council

FROM: Terrence M. Donnellon

RE: Authorizing Additional Compensation  
For Interim City Manager

DATE: August 17, 2017

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This Resolution will adjust the compensation of Brian Riblet during the term he will serve as Interim City Manager. This compensation will be in addition to his current base compensation as Public Works Director. The compensation will be \$2,000 per month, which will be prorated for any partial month he will serve in that office. This additional compensation will be in effect as of August 21, 2017.

Respectfully submitted,



Terrence M. Donnellon,  
Law Director

TMD/lld

Enclosure

cc: Brian Riblet, Acting City Manager  
Connie Gaylor, Administrative Coordinator  
Department Heads  
File

RESOLUTION NO. , 2017

**A RESOLUTION AUTHORIZING ADDITIONAL COMPENSATION FOR  
THE INTERIM CITY MANAGER**

**WHEREAS**, Section 4.05 of the Charter of the City of Montgomery provides that Council, by Resolution, may designate a qualified Administrative Director or Department Head to perform the duties of the City Manager as the Acting City Manager in the absence of the appointed City Manager; and

**WHEREAS**, by Resolution No. 24, 2017, Council did appoint Brian Riblet, who is the Public Works Director, to the role of Interim City Manager effective August 21, 2017; and

**WHEREAS**, Council does desire to authorize additional compensation to Brian Riblet during the period of time he shall serve as the Interim City Manager.

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

**SECTION 1.** In addition to his current salary as Public Works Director, during such period of time as Brian Riblet shall serve as the Interim City Manager he shall be paid additional compensation in the amount of Two Thousand Dollars (\$2,000.00) per month. This increase in compensation shall commence August 21, 2017 and be appropriately apportioned for the month of August 2017 and through the term of his appointment.

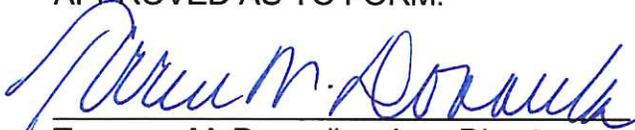
**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

ORDINANCE NO. , 2017

**AN ORDINANCE ACCEPTING DEDICATED STORMWATER IMPROVEMENTS  
IN THE MONTGOMERY WOODS SUBDIVISION**

**WHEREAS**, a portion of the Montgomery Woods Subdivision was developed under the authority of Sycamore Township and the City of Montgomery, but later the entire subdivision was annexed into the City of Montgomery by Resolution No. 35, 1979; and

**WHEREAS**, a subdivision plat was prepared and accepted by Sycamore recorded at Plat Book 202, Page 79-A, a copy of which is attached hereto; and

**WHEREAS**, such subdivision plat did dedicate certain stormwater improvements running on and across Auditor's parcel numbers 603-0026-0050/0051/0052; and

**WHEREAS**, records indicate that a portion of the improvements located within the City of Montgomery were never properly accepted by the City within the plat; and

**WHEREAS**, after inspecting the stormwater improvements the Administration has recommended the City formally accept such dedicated public improvements as they have been constructed consistent with our engineering standards and have been maintained accordingly since installation.

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

**SECTION 1.** The stormwater easement and stormwater improvements as depicted on the attached Exhibit A, being Plat Book 202, Page 79-A of the Official

Records of Hamilton County, Ohio, are hereby accepted as more specifically located on Auditor's Parcel Numbers 603-0026-0050, 603-0026-0051, and 603-0026-0052, being also known as Lots 33, 34 and 35 of the Montgomery Woods Subdivision, Block D.

**SECTION 2.** The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Auditor and Recorder of Hamilton County, Ohio, to place this Ordinance of public record showing that the dedicated improvements have been completed and accepted for public use by the City of Montgomery, Ohio.

**SECTION 3.** The City Manager is authorized to execute any and all documentation necessary to complete this dedication and acceptance.

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

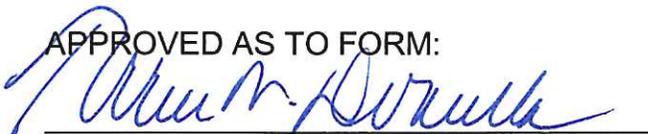
**SECTION 5.** This Ordinance shall take effect the earliest opportunity as allowable by law.

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

RESOLUTION NO. , 2017

**A RESOLUTION AUTHORIZING A REIMBURSEMENT AGREEMENT  
WITH GATEWAY PARTNERS, LLC**

**WHEREAS**, the City has been in negotiations with Gateway Partners, LLC (“Gateway”) concerning the development of the Gateway Redevelopment Area Project; and

**WHEREAS**, a final Development Agreement has not been concluded, but Gateway needs to initiate engineering and design services to meet its timeline for completion of the project; and

**WHEREAS**, while the parties continue their negotiations, the City is in agreement to provide reimbursement to Gateway for engineering and design services they may incur in the event negotiations are terminated or a Development Agreement is terminated without Gateway being able to complete the project; and

**WHEREAS**, the Scope of such services is anticipated to exceed the \$50,000 limit the City Manager is authorized to approve without legislation, and therefore this Resolution is necessary to execute such Agreement to provide the appropriate reimbursement and purchase of such design and engineering services in the event negotiations are terminated.

**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 execute the attached Reimbursement Agreement with Gateway Partners, LLC to commit the City to reimburse Gateway Partners, LLC for any interim costs incurred during final negotiations for advances

they may make for engineering and design services in the event such negotiations are terminated. Consistent with the scope of the Agreement, if such reimbursement is required, the City will acquire all engineering and design documents and be released from further liability to Gateway Partners, LLC or its investors.

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

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of July, 2017 by and between GATEWAY PARTNERS, LLC ("Gateway") and the CITY OF MONTGOMERY, OHIO, an Ohio municipal corporation ("Montgomery").

WHEREAS, Gateway and Montgomery have been negotiating a Development Agreement for the development of certain real property located in the City of Montgomery, Ohio, and in order to complete the terms of the Development Agreement certain design/engineering drawings need to be completed; and

WHEREAS, Gateway is willing to advance the costs and pay for the design/engineering drawings so long as Montgomery agrees to reimburse Gateway in the event that the Development Agreement is not agreed-upon; and

WHEREAS, Montgomery is willing to reimburse Gateway for such advancement of costs as provided for herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Proceed with Design. Gateway shall proceed with obtaining the necessary design/construction drawings necessary to firm up the cost of construction and development of the Gateway project. Such advancements shall not exceed \$404,000. A specific Scope of Work for reimbursable expenses is attached hereto as Schedule A.

2. Reimbursement. If the Development Agreement is not agreed-upon between Gateway and Montgomery by September 30, 2017, then Montgomery shall reimburse Gateway its costs to prepare the design and engineering drawings identified upon Schedule A. At Montgomery's option, Montgomery may authorize any work in progress to continue until conclusion.

3. Funding and Release. Upon termination of the negotiations as provided herein, Montgomery shall pay Gateway for the Scope of Work defined within Schedule A, all such work completed to such date and paid by Gateway. In exchange for such payment, Gateway and its development partners, Brandicorp, LLC, Traditions Land Development Group, LLC and Greiwe Development, shall release and discharge the City of Montgomery, Ohio, the Montgomery Community Improvement Corporation and their elected officials, officers and employees, from any and all claims related in any way to the negotiations entered into a Development Agreement or any alleged breach of the Development Agreement. Further, in exchange for the reimbursement payment, Gateway and/or its design contractors shall deliver all design and/or engineering drawings to Montgomery, and thereafter Montgomery shall have the exclusive use and control of such drawings.

GATEWAY PARTNERS, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Thomas H. Humes  
Its: Managing Member

CITY OF MONTGOMERY, OHIO  
An Ohio municipal corporation

By: \_\_\_\_\_  
Wayne S. Davis  
Its: City Manager

APPROVED AS TO FORM:

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

6/30/2017

Montgomery Development Partners  
Planning Expenses

Montgomery GRA  
Engineering Cost Estimates

Consultant	Disicipline	Future Expenses Up to Signed Development Agreement
<b>Planning / Design</b>		
MKSK	Land Planning	\$ 82,000
Gossman Group	Architecture	\$ 12,000
McGill Smith Punshon	Civil Engineering	\$ 200,000
KZF Design	Architecture / Preliminary Garage Analysis	\$ 40,000
THP	Parking Garage Design	\$ 50,000
Miscellaneous		\$ 20,000
<b>SUBTOTAL DESIGN</b>		<b>\$ 404,000</b>

**SCHEDULE A**

August 11, 2017

TO: Brian K. Riblet, Acting City Manager

FROM: Julia E. Prickett, Human Resources Manager 

SUBJECT: Legislation Request to establish City "Caps" for Healthcare Benefits

### **Introduction**

It is recommended that City Council adopt a Resolution that sets the City's "caps" for the cost of healthcare benefits for the 2017 health insurance plan year.

### **Background**

In 1998, the City established "caps" to contain its costs related to employee medical and dental insurance coverages based upon the types of plans that are selected by employees (family, single, employee plus spouse, and employee plus children plans.) For many years, the City has increased these "caps" by six percent (6%) for medical insurance and three percent (3%) for dental insurance. This practice allows for some increase in the cost of healthcare but also ensures that the increased costs are shared between the City and its employees. The "share concept" also incents the Employee Healthcare Benefits Committee to modify benefits where appropriate to contain costs. The cap figures below represent a six percent increase for medical insurance and three percent increase for dental insurance over current cap amounts. The recommended caps for 2017-2018 which would be effective October 1, 2017 are as follows:

Family Plan:	\$1,245.83
Employee/Spouse:	\$ 905.10
Employee/Child(ren)	\$ 905.10
Single:	\$ 452.75
Dental:	\$ 171.13

It should be noted that these "caps" are already contained in the City's labor contracts with the FOP and the IAFF, as well as in the proposed labor contract with AFSCME.

### **Request and Recommendation**

Staff requests the City Manager recommend that City Council place an item on the agenda for its August Work Session regarding establishing City "caps" for medical and dental employee insurance coverages, and then pass a resolution at its September Business Session approving the recommendation for these "caps" for plan year 2017-2018.

RESOLUTION NO.                   , 2017

**A RESOLUTION ESTABLISHING CITY CONTRIBUTIONS  
FOR HEALTHCARE BENEFITS**

**WHEREAS**, Section 34.01 (C) of the Code of Ordinances sets forth the procedure for Council to establish healthcare insurance costs and benefits for City employees; and

**WHEREAS**, by Resolution No. 27, 2017 passed August 2, 2017 Council did approve contributions to be made to employees' health savings accounts for the employer sponsored high deductible health plan ("HDHP"); and

**WHEREAS**, Council must establish the contribution limits for both medical and dental insurances.

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

**SECTION 1.** The following contribution limits are established for the cost of medical and dental plans for the year beginning October 1, 2017:

***Medical Benefit***  
***City Contribution Limit Per Month – Family Plan***  
*\$1,245.83 effective October 1, 2017*

***Medical Benefit***  
***City Contribution Limit Per Month – Single Plan***  
*\$452.75 effective October 1, 2017*

***Medical Benefit***  
***City Contribution Limit Per Month – Employee and Spouse Plan***  
*\$905.10 effective October 1, 2017*

**Medical Benefit**  
**City Contribution Limit Per Month – Employee and Child(ren) Plan**  
\$905.10 effective October 1, 2017

**Dental Insurance**  
**City Contribution Limit Per Month – All Plans**  
\$171.13 effective October 1, 2017

If the cost to provide such insurance coverage exceeds the contribution limits established by City Council, fifty percent (50%) of the cost in excess of such contribution limit shall be paid by the City and fifty percent (50%) of the cost in excess of the contribution limit shall be paid by the employee. Insurance cost payments to be paid by the employee shall be made by payroll deduction.

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

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

August 11, 2017

TO: Brian K. Riblet, Acting City Manager  
FROM: Health Care Benefits Committee  
SUBJECT: Group Insurance Renewal Proposals

**Introduction**

The employee Health Care Benefits Committee (HCBC) has been meeting with Julie Tople of Horan Associates over the past several weeks to review proposals for the renewal of our group medical, dental and life insurance coverages for the period of October 1, 2017 through September 30, 2018. The current HCBC members are James Martin, Patrick Morgan, Julie Prickett, Mike Rogers and Katie Smiddy. In addition, Sharon Savitt attended all Committee meetings and provided valuable resource information. The Committee has the responsibility to evaluate group insurance proposals and to make recommendations on the insurance renewal coverage options. We believe that the proposals being recommended offer the best combination of service and value for the City and the employees.

**Background**

**Medical** -- The City received five proposals for medical insurance, with a sixth carrier (Aetna) declining to provide a quote as it would not be competitive. Anthem quoted a renewal rate reflecting a 3% decrease from current premium rates; however, Anthem's proposal did not match our current plan design as it included higher prescription co-pays and out of pocket maximums. After initially proposing a 12.7% renewal increase, Humana's final renewal proposal reflected a zero percent increase.

Historically, the annual percentage premium changes for medical insurance over the last nine years has ranged from a decrease of 6.9% to an increase of 25% as shown below:

<u>Year</u>	<u>Percentage Increase</u>	<u>Provider</u>
2008	18%	Medical Mutual Ohio
2009	21%	Medical Mutual Ohio
2010	25%	Medical Mutual Ohio
2011	15%	United Health Care
2012	6%	Anthem BC/BS
2013	5%	Anthem BC/BS
2014	6.9% decrease	Humana
2015	5.0% decrease	Humana
2016	5.68%	Humana
2017 (proposed)	zero	Humana

Upon reviewing the various proposals, the Committee decided to recommend remaining with Humana with a zero percent increase and continuing with the same plan structure of a High Deductible Health Plan/Health Savings Account (HDHP/HSA) with \$3,000/\$6,000 deductibles (which cover prescriptions after meeting deductibles.) The HDHP/HSA plan with the \$3,000/\$6,000 deductible would result in monthly premium costs remaining at the current rates of \$402.50 for Single coverage, \$885.50 for Employee/Spouse, \$764.75 for Employee/Child(ren), and \$1,288.00 for Family coverage.

The City's cost caps would be set at \$452.75 for single coverage, \$905.10 for Employee/Spouse and for Employee with Child(ren), and \$1,245.83 for Family coverage. The cost difference between the total premium and the caps are to be split evenly, with the City absorbing 50% of the cost and individual employees covering the other 50% via payroll deductions.

It should be noted that participation in Humana's employees and family members wellness program (Go365) has resulted in additional savings on premiums for the City. During the current benefit period, the City has realized a savings of \$15,299 since the last renewal. During the prior period, a savings of \$13,445 as a result of member participation in the Go365 wellness program was achieved. If Council approves renewing a contract with Humana, the HCBC plans to continue to encourage participation in the Go365 program to yield additional premium savings for the City.

The attachment to this document summarizes the proposed rate plan submitted by Humana for the recommended medical coverage for the City. The Committee was able to reach unanimous agreement in favor of recommending medical insurance coverage by Humana.

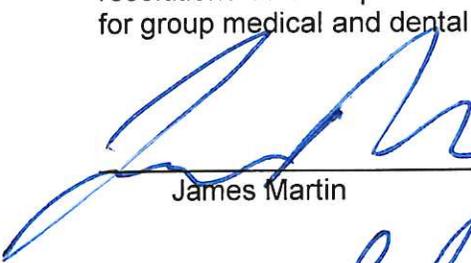
**Dental** – The City received an initial proposal from its current carrier, Dental Care Plus, Inc., to renew the existing plan with an eight percent increase. The final proposal from Dental Care Plus was a two year renewal with four percent and four percent increases. The City has contracted with Dental Care Plus, Inc. for group dental insurance for over seven years. Last year's renewal was at a zero percent increase followed by a heavy utilization period with our group. Given the superior plan coverage and network of providers compared to other dental insurance carriers, as well as a good history with Dental Care Plus, Inc., the Health Care Benefits Committee was able to reach unanimous agreement in favor of recommending renewing with Dental Care Plus, Inc. for a two year contract for group dental insurance.

**Life** -- The City currently contracts with Humana for group life and AD&D benefits. Humana has quoted a zero percent increase for a new contract period. Lincoln National Life submitted a proposal that matched Humana's and other carriers' proposals were higher. The Committee was able to reach unanimous agreement in favor of recommending remaining with Humana for group life and AD&D coverage.

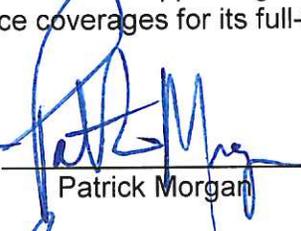
It should be noted that the cost for group life and AD&D coverage does not meet the threshold for which legislative action would be required; therefore, the Health Care Benefits Committee's recommendations do not include a request for City Council action concerning group life and AD&D benefits coverage.

**Recommendation**

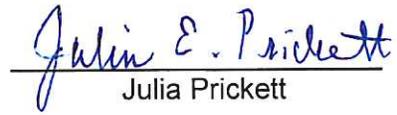
The Health Care Benefits Committee recommends that City Council place items regarding group medical and dental insurance on the agenda for its August Work Session, and then pass resolutions at its September Business Session approving the recommendations of the Committee for group medical and dental insurance coverages for its full-time employees.



James Martin



Patrick Morgan



Julia Prickett



S. Mike Rogers



Katie Smiddy

Attachment

RESOLUTION NO. \_\_\_\_\_, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A CONTRACT WITH HUMANA HEALTH PLAN OF OHIO, INC.  
TO PROVIDE MEDICAL INSURANCE FOR FULL-TIME EMPLOYEES**

**WHEREAS**, the City of Montgomery provides medical insurance benefits to its full-time employees; and

**WHEREAS**, the City has requested and reviewed proposals for medical insurance benefits and determined that the proposal submitted by Humana Health Plan of Ohio, Inc. is the best proposal for City employees in terms of quality, price, service and adaptability.

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

**SECTION 1.** The City Manager is hereby authorized to enter into a contract with Humana Health Plan of Ohio, Inc. to provide medical insurance benefits for all full-time employees for twelve months commencing October 1, 2017 through September 30, 2018, subject to any separate requirements from any Collective Bargaining Agreement between the City and any employee group during the term of this benefit contract.

**SECTION 2.** The City Manager is hereby authorized to pay Humana Health Plan of Ohio, Inc. according to the rates set forth in the schedule submitted by Humana attached hereto as Exhibit "A" and incorporated herein by reference.

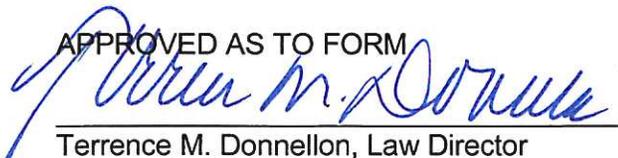
**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

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

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

\_\_\_\_\_  
Christopher P. Dobrozi, Mayor

APPROVED AS TO FORM

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

# City of Montgomery

## Medical Plan Analysis 7.27.2017

October 1, 2017 Renewal

Exhibit "A" page 1 of 2

Non Chamber rates  
Bundling discounts: 1% dental,  
5% vision

	Counts	Current	Renewal	Renewal - Revised	Option 1	Option 2	
Rates		Humana OH 100/70 EHDHP 14 NPOS Opt 13 \$3000 embedded	Humana OH 100/70 EHDHP 16 NPOS Opt 13 \$3000 embedded	Humana OH 100/70 EHDHP 16 NPOS Opt 13 \$3000 embedded	Anthem Lumenos HSA Option E3 Rx E36 ERC embedded	Anthem Lumenos HSA Option E3 Rx E36 embedded	
Employee Only	12	\$402.50	\$453.65	\$402.50	\$376.83	\$388.49	
Employee + Spouse	9	\$885.50	\$998.03	\$885.50	\$829.03	\$854.67	
Employee + Child(ren)	13	\$764.75	\$861.94	\$764.75	\$715.98	\$738.12	
Family	27	\$1,288.00	\$1,451.68	\$1,288.00	\$1,205.86	\$1,243.15	
Combined Est. Monthly Premium		\$57,517.25	\$64,826.65	\$57,517.25	\$53,849.19	\$55,514.52	
Combined Est. Annual Premium		\$690,207.00	\$777,919.80	\$690,207.00	\$646,190.28	\$666,174.24	
Percentage Change From Current		0%	12.7%	0.0%	-6%	-3%	
Annual Dollar Change From Current		\$0.00	\$87,712.80	\$0.00	(\$44,016.72)	(\$24,032.76)	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
What type of medical plan is this?		EHDHP	EHDHP	EHDHP	EHDHP	EHDHP	EHDHP
Deductible		Calendar year \$3,000/\$6,000 100/0	Calendar year \$9,000/\$18,000 70/30	Calendar year \$3,000/\$6,000 100/0	Calendar year \$9,000/\$18,000 70/30	Calendar year \$3,000/\$6,000 100/0	Calendar year \$9,000/\$18,000 70/30
Out-of-Pocket Maximum		Yes \$3,000/\$6,000 Unlimited	Yes \$15,000/\$30,000 Unlimited	Yes \$3,000/\$6,000 Unlimited	Yes \$11,500/\$23,000 Unlimited	Yes \$4,000/\$8,000 Unlimited	Yes \$12,000/\$24,000 Unlimited
Individual/Family		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inpatient Hospital		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 100/0	Ded, 100/0	Ded, 70/30
Facility		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Physician		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Outpatient		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Facility		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Physician		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Labs		Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full
Preventive Lab		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Diagnostic Lab		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Emergency Room		Ded, 100/0	Ded, 100/0	Ded, 100/0	Ded, 100/0	Ded, 100/0	Ded, 100/0
Urgent Care		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Office Visit		Ded, 100/0	Ded, 100/0	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Primary Care/Specialist Visit		Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full
Wellness		Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Vision		Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Prescription Drugs		Same as Medical	Same as Medical	Same as Medical	Same as Medical	Same as Medical	Same as Medical
Deductible		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Tier 1/Tier 2/Tier 3/Tier 4		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30
Mail-Order		Ded, 100/0	Ded, 70/30	Ded, 100/0	Ded, 70/30	Ded, 100/0	Not covered

Same as Medical  
Ded, then 50%,  
min \$70

# City of Montgomery

## Medical Plan Analysis 7.27.2017

October 1, 2017 Renewal

	Current	Option 3	Option 4	Option 5
	Humana OH EHDHP 14 NPOS Opt 13 \$3000 embedded	Medical Mutual Of Ohio Option 1 embedded	UnitedHealthcare AN-EO Simple Choice HSA Rx 461-HSA embedded	Jefferson Health Plan embedded
<b>Rates</b>	<b>Counts</b>			
Employee Only	12	\$402.50	\$451.68	\$456.38
Employee + Spouse	9	\$885.50	\$993.70	\$958.40
Employee + Child(ren)	13	\$764.75	\$813.02	\$867.12
Family	27	\$1,288.00	\$1,355.04	\$1,369.14
<b>Combined Est. Monthly Premium</b>		\$57,517.25	\$61,518.80	\$62,341.50
<b>Combined Est. Annual Premium</b>		\$690,207.00	\$738,225.60	\$748,098.00
<b>Percentage Change From Current</b>		0%	7%	8%
Annual Dollar Change From Current		\$0.00	\$48,018.60	\$57,891.00
<b>Benefits</b>	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>What type of medical plan is this?</b>	EHDHP	EHDHP	EHDHP	HMO
<b>Deductible</b>	Calendar Year or Policy Year? Individual/Family \$3,000/\$6,000 100/0	Calendar Year \$9,000/\$18,000 70/30	Calendar Year \$3,000/\$6,000 100/0	Calendar Year \$9,000/\$18,000 70/30
<b>Coinsurance</b>	Yes \$3,000/\$6,000 Unlimited	Yes \$15,000/\$30,000 Unlimited	Yes \$3,000/\$6,000 Unlimited	Yes \$15,000/\$30,000 Unlimited
<b>Out-of-Pocket Maximum</b>	Yes \$3,000/\$6,000 Unlimited	Yes \$15,000/\$30,000 Unlimited	Yes \$3,000/\$6,000 Unlimited	Yes \$15,000/\$30,000 Unlimited
<b>Individual/Family</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Inpatient Hospital</b>	Facility Ded, 100/0 Physician Ded, 100/0	Facility Ded, 70/30 Physician Ded, 70/30	Facility Ded, 100/0 Physician Ded, 100/0	Facility Ded, 100/0 Physician Ded, 100/0
<b>Outpatient</b>	Facility Ded, 100/0 Physician Ded, 100/0	Facility Ded, 70/30 Physician Ded, 70/30	Facility Ded, 100/0 Physician Ded, 100/0	Facility Ded, 100/0 Physician Ded, 100/0
<b>Labs</b>	Preventive Lab Covered in full Diagnostic Lab Ded, 100/0 Emergency Room Ded, 100/0 Urgent Care Ded, 100/0	Preventive Lab Ded, 70/30 Diagnostic Lab Ded, 70/30 Emergency Room Ded, 100/0 Urgent Care Ded, 70/30	Preventive Lab Covered in full Diagnostic Lab Ded, 100/0 Emergency Room Ded, 100/0 Urgent Care Ded, 100/0	Preventive Lab Covered in full Diagnostic Lab Ded, 100/0 Emergency Room Ded, 100/0 Urgent Care Ded, 100/0
<b>Office Visit</b>	Primary Care/Specialist Visit Ded, 100/0 Wellness Covered in full Vision Not covered	Primary Care/Specialist Visit Ded, 70/30 Wellness Ded, 70/30 Vision Not covered	Primary Care/Specialist Visit Ded, 100/0 Wellness Covered in full Vision Not covered	Primary Care/Specialist Visit Ded, 100/0 Wellness Covered in full Vision Not covered
<b>Prescription Drugs</b>	Deductible Tier 1/Tier 2/Tier 3/Tier 4 Mail-Order	Same as Medical Ded, 70/30 Ded, 70/30	Same as Medical Ded, 100/0 Ded, 100/0	Same as Medical Ded, 100/0 Ded, 100/0
	Same as Medical Ded, 100/0 Ded, 100/0	Same as Medical Ded, 70/30 Ded, 70/30	Same as Medical Ded, 100/0 Ded, 100/0	Same as Medical Ded, 100/0 Ded, 100/0

RESOLUTION NO. \_\_\_\_\_, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A CONTRACT WITH DENTAL CARE PLUS, INC.  
TO PROVIDE DENTAL INSURANCE COVERAGE FOR FULL-TIME EMPLOYEES**

**WHEREAS**, the City of Montgomery provides dental insurance benefits to its full-time employees; and

**WHEREAS**, the City has requested and reviewed proposals for dental insurance benefits and determined that the proposal submitted by Dental Care Plus, Inc. is the best proposal for City employees in terms of quality, price, service and adaptability.

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

**SECTION 1.** The City Manager is hereby authorized to enter into a contract with Dental Care Plus, Inc. to provide dental benefits for all full-time employees for twenty-four months commencing October 1, 2017 through September 30, 2019, subject to any separate requirements from any Collective Bargaining Agreement between the City and any employee group during the term of this benefit contract.

**SECTION 2.** The City Manager is hereby authorized to pay Dental Care Plus, Inc. according to the rates set forth in the schedule submitted by Dental Care Plus, Inc. attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM

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

# City of Montgomery

Dental Plan Analysis 7.27.2017

October 1, 2017 Renewal

Exhibit "A"

rates includes dependent coverage to age 26

Rates	Counts	Current Dental Care Plus \$10 copay plan	Renewal Dental Care Plus \$10 copay plan	Renewal - Revised Dental Care Plus \$10 copay plan	Renewal - Revised 8/1 Dental Care Plus \$10 copay plan	Renewal - Revised Dental Care Plus \$10 copay plan	Option 1 Anthem Anthem Dental	Option 2 Principal	Option 3 LNL - rates based on package pricing
Single	15	\$30.55	\$32.99	\$31.77	\$31.77	\$32.38	\$26.84	\$27.33	\$28.11
Double	21	\$61.10	\$65.99	\$63.54	\$63.54	\$64.77	\$63.68	\$53.55	\$56.21
Family	27	\$103.28	\$111.54	\$107.41	\$107.41	\$109.48	\$90.73	\$97.15	\$95.02
Combined Est. Monthly Premium		\$4,529.91	\$4,892.22	\$4,710.96	\$4,710.96	\$4,801.83	\$3,979.59	\$4,157.55	\$4,167.60
Combined Est. Annual Premium		\$54,358.92	\$58,706.64	\$56,531.52	\$56,531.52	\$57,621.96	\$47,755.08	\$49,890.60	\$50,011.20
Percentage Change From Current		0%	8%	4%	4%	6%	-12%	-8%	-8%
Annual Dollar Change From Current		\$0.00	\$4,347.72	\$2,172.60	\$2,172.60	\$3,263.04	(\$6,603.84)	(\$4,468.32)	(\$4,347.72)
Benefits		In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network	Out-Of-Network	In-Network
Rate Guarantee		2 years	1 year	1 year	2 years	2 years	1 year	1 year	1 year
Waiting Period		none	none	none	none	none	None	None	None
Benefit Payment Basis? (UCR or Fee?)		UCR	UCR	UCR	UCR	UCR	Fee Schedule	Prime (MAC)	Fee Schedule
Deductible									
Calendar Year or Policy Year?		Policy year	Policy year	Policy year	Policy year	Policy year	Calendar year	Calendar year	Calendar year
Individual/Family		none	none	none	none	none	\$25/\$75	\$25/\$75	\$50/\$150
Annual Maximum		\$2000	\$2000	\$2000	\$2000	\$2000	\$2000	\$2000	\$2000
Diagnostic & Preventive		\$10 copay	\$10 copay	\$10 copay	\$10 copay	\$10 copay	Covered in full	Covered in full	Covered in full
Exams		See exams	See exams	See exams	See exams	See exams	Covered in full	Covered in full	Covered in full
Cleanings		See exams	See exams	See exams	See exams	See exams	Covered in full	Covered in full	Covered in full
X-Rays		See exams	See exams	See exams	See exams	See exams	Covered in full	Covered in full	Covered in full
Sealants		See exams	See exams	See exams	See exams	See exams	Covered in full	Covered in full	Covered in full
Regular Restorative Services		See exams	See exams	See exams	See exams	See exams	Covered in full	Covered in full	Covered in full
Emergency Pain Treatment		See exams	See exams	See exams	See exams	See exams	Covered in full	Covered in full	Covered in full
Fillings, Stainless Crowns		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20
Endodontics (Root Canal)		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20
Periodontics (Gum Disease)		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20
Simple Extractions		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20
Major Services		Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Implants		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 50/50	Ded, 50/50	Ded, 50/50
Crowns, Inlays, Outlays		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 50/50	Ded, 50/50	Ded, 50/50
Bridges and Dentures		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 50/50	Ded, 50/50	Ded, 50/50
Repairs and Adjustments		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 50/50	Ded, 50/50	Ded, 50/50
Endodontics (Root Canal)		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20
Periodontics (Gum Disease)		Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20	Ded, 80/20
Orthodontics		Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Lifetime Maximum		\$1000	\$1000	\$1000	\$1000	\$1000	\$1,000	\$1,000	\$1,000
Age Limitation		19	19	19	19	19	19	19	19

\*Dependent Coverage to age 26

\*Dependent Coverage to age 23 for fulltime student

August 18, 2017

TO: Mayor and City Council Members

FROM: Brian Riblet, Acting City Manager 

SUBJECT: HAM-SR 126/US 22-20.00/13.19 PID#104936

### **Request**

It is necessary for City Council to adopt a Resolution authorizing the Interim City Manager to enter into a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-SR 126/US 22-20.00/13.19 PID#104936.

### **Financial Impact**

This LPA agreement will allow the City of Montgomery to be the “lead” agency for advertising, awarding and inspecting the construction project that has been approved for funding through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) in the amount of \$6,000,000 to complete the construction of a multi-lane roundabout to replace the existing interchange of SR-126 and Montgomery Road (US-22/SR-3).

The amount listed above represents 70% of the overall project cost of \$8,571,429. The LPA agreement includes the requirement for the City of Montgomery to be responsible for up to \$2,571,429 of the total project cost estimate.

If the project cost exceeds \$8,571,429 the City of Montgomery would be responsible for 100% of the project costs exceeding that amount.

Funding for the project is currently included in the 2020 Montgomery Capital Improvement Program (CIP) budget, however, it is anticipated a roundabout construction fund will be requested in the upcoming 2018-2022 budget process.

### **Background**

The LPA Local-Let designation allows the City of Montgomery to complete contract bidding, award and administration as well as retaining authority for project inspection and coordination responsibility.

**Recommendation**

Staff requests City Council to approve the requested legislation at the September 6, 2017 City Council Business Session. Adoption of the legislation will simply authorize the Interim City Manager to enter into a LPA Local-Let project agreement with ODOT for the HAM-SR 126/US 22-20.00/13.19 PID#104936.

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

RESOLUTION NO. , 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
FEDERAL LOCAL LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT  
OF TRANSPORTATION FOR THE PROJECT KNOWN AS THE  
HAM-SR 126/US 22-20.00/13.19 MONTGOMERY ROAD  
MULTI-LANE ROUNDABOUT PROJECT, PID NO. 104936**

**WHEREAS**, the City of Montgomery and the Ohio Department of Transportation desire to enter into a Federal Local Let Project Agreement which will delineate responsibility for the funding and the administration of the HAM-SR 126/US 22-20.00/13.19, PID 104933, Montgomery Road Multi-Lane Roundabout Project, PID 104936.

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

**SECTION 1.** On behalf of the City of Montgomery, the City Manager is hereby authorized to enter into a Federal Local Let Project Agreement for the funding and the administration of the HAM-SR 126/US 22-20.00/13.19, PID 104936, Montgomery Road Multi-Lane Roundabout Project with the Ohio Department of Transportation.

**SECTION 2.** It is hereby found and determined that all formal actions of the City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this City Council, and that any and all deliberations of this City Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all Ohio legal requirements.

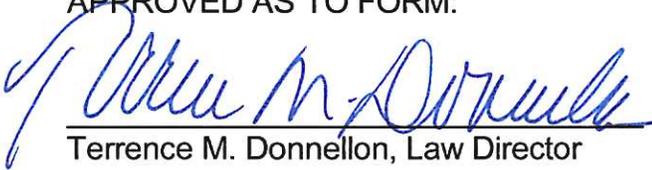
**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

**HAM-SR 126/US 22-20.00/13.19**

COUNTY-ROUTE-SECTION

**104936**

PID NUMBER

**30989**

AGREEMENT NUMBER

DUNS NUMBER

Rev. 6/21/2016

**CFDA 20.205**

## **LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Montgomery**, hereinafter referred to as the LPA, **10101 Montgomery Road, Montgomery, OH 45242**.

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **construction of a multi-lane roundabout to replace the existing interchange of SR-126 and Montgomery Road (US-22/SR-3)** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. Section 5501.03(D) of the ORC;
  - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
  - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
  - e. 2 CFR Part 200; and
  - f. Federal Funding Accountability and Transparency Act (FFATA)

- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$8,571,429** as set forth in Attachment 1. ODOT shall provide to the LPA **70 percent** of the eligible costs, up to a maximum of **\$6,000,000** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance

responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

#### 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

**Wayne Davis, City Manager  
City of Montgomery  
10101 Montgomery Road  
Montgomery, OH 45242**

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to

the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

**GOOD FAITH EFFORTS (GFEs)**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
 The Ohio Department of Transportation  
 1980 West Broad Street, Mail Stop 3270  
 Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
 Division of Chief Legal Counsel  
 1980 West Broad Street, Mail Stop 1500  
 Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or

- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
  - (b) the degree of the Consultant's culpability;
  - (c) any steps taken to rectify the situation;
  - (d) the Contractor's record of performance on other projects including, but not limited to:
    - (1) annual DBE participation over DBE goals;
    - (2) annual DBE participation on projects without goals;
    - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
    - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
  - (e) Whether the Contractor falsified, misrepresented, or withheld information.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

#### 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

#### 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

## 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

**Wayne Davis**  
**City Manager**  
**10101 Montgomery Road**  
**Montgomery, OH 45242**

If to ODOT:

**Tammy K. Campbell, P.E.**  
**District 8 Deputy Director**  
**505 South State Route 741**  
**Lebanon, OH 45036**

15. GENERAL PROVISIONS

## 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:<sup>1</sup>

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>2</sup>
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>3</sup>
- 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate<sup>4</sup>
- 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers<sup>5</sup> and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

## 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period.

<sup>1</sup> **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

<sup>2</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>3</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>4</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>5</sup> Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.<sup>6</sup>

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>7</sup> The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA

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<sup>6</sup> See 2 CFR §200.328.

<sup>7</sup> Per 2 CFR §200.502

hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**LPA: CITY OF MONTGOMERY**

**STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Wayne Davis  
Title: City Manager

By: \_\_\_\_\_  
Jerry Wray  
Director

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

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

## Attachment 1

## PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100			0					
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100			0					
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100			0					
PROJECT CONSTRUCTION COSTS	\$2,571,429	30	LNTP	\$6,000,000	70	4TA7 / K1o8				\$8,571,429
INSPECTION		100			0					
TOTALS	\$2,571,429			\$6,000,000						\$8,571,429

**HAM-SR 126/US 22-20.00/13.19**

COUNTY-ROUTE-SECTION

**104936**

PID NUMBER

**30989**

AGREEMENT NUMBER

DUNS NUMBER

**Attachment 2**

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub-recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We \_\_\_\_\_ request that all payments for the Federal/State share of the construction costs of this agreement performed by \_\_\_\_\_ be paid directly to \_\_\_\_\_.

Contractor Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_  
LPA signature

LPA Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature

August 18, 2017

TO: Mayor and City Council Members

FROM: Brian Riblet, Acting City Manager **BKR**

SUBJECT: HAM-US 22-14.74 MONTGOMERY SIDEWALKS PID#104934

**Request**

It is necessary for City Council to adopt a Resolution authorizing the Interim City Manager to enter into a LPA Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the HAM-US 22-14.74 Montgomery Sidewalks PID#104934.

**Financial Impact**

This LPA agreement will allow the City of Montgomery to be the “lead” agency for advertising, awarding and inspecting the construction project that has been approved for a reimbursement grant of up to \$386,680 to complete the construction of a concrete sidewalk on the east side of Montgomery Road from Radabaugh Drive to just south of Hopewell Road.

The amount listed above represents 80% of the overall project cost of \$483,350. The LPA agreement includes the requirement for the City of Montgomery to be responsible for up to \$96,670 of the total project cost estimate.

If the project cost exceeds \$483,350 the City of Montgomery would be responsible for 100% of the project costs exceeding that amount.

Funding for the project is currently included in the 2021 Montgomery Capital Improvement Program (CIP) budget.

**Background**

The LPA Local-Let designation allows the City of Montgomery to complete contract bidding, award and administration as well as retaining authority for project inspection and coordination responsibility.

## **Recommendation**

Staff requests City Council to approve the requested legislation at the September 6, 2017 City Council Business Session. Adoption of the legislation will simply authorize the Interim City Manager to enter into a LPA Local-Let project agreement with ODOT for the HAM-US 22-14.74 Montgomery Sidewalks PID#104934.

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

RESOLUTION NO. , 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
FEDERAL LOCAL LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT  
OF TRANSPORTATION FOR THE PROJECT KNOWN AS THE  
HAM-US 22-14.74 MONTGOMERY ROAD PHASE II  
SIDEWALK PROJECT, PID NO. 104934**

**WHEREAS**, the City of Montgomery and the Ohio Department of Transportation desire to enter into a Federal Local Let Project Agreement which will delineate responsibility for the funding and the administration of the HAM-US 22-14.74, PID 104934, Montgomery Road Phase II Sidewalk Project.

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

**SECTION 1.** On behalf of the City of Montgomery, the City Manager is hereby authorized to enter into a Federal Local Let Project Agreement for the funding and the administration of the HAM-US 22-14.74, PID 104934, Montgomery Road Phase II Sidewalk Project with the Ohio Department of Transportation.

**SECTION 2.** It is hereby found and determined that all formal actions of the City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this City Council, and that any and all deliberations of this City Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all Ohio legal requirements.

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

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

TO: Mayor Chris Dobrozi  
Members of City Council

FROM: Terrence M. Donnellon

RE: Resolution Authorizing Intergovernmental Agreement

DATE: August 17, 2017

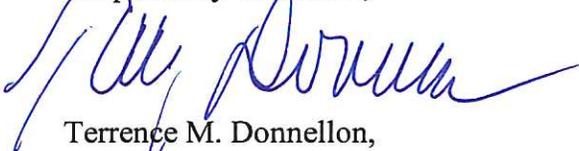
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Recently the City applied for and was awarded a grant in the amount of \$250,000 by the Hamilton County Transportation Improvement District (HCTID). This is a grant authorized under R.C. Chapter 5540.

The \$250,000 will support engineering and design work for the new Montgomery/Ronald Reagan Highway interchange. We are eligible for a grant up to 10% of the costs, which grant can be awarded over three years. This is the award for calendar year 2017/2018. There are no assurances that we will receive a similar grant for future years.

As part of the grant process, we are required to execute an Intergovernmental Agreement with the HCTID. The Agreement requires us to complete the project, but more importantly it requires us to work in cooperation with the Hamilton County Engineer's office in the design, engineering and construction management. This Agreement is a precondition for the grant and is authorized under Ohio law.

Respectfully submitted,



Terrence M. Donnellon,  
Law Director

TMD/lld

Enclosure

cc: Brian Riblet, Acting City Manager  
Connie Gaylor, Administrative Coordinator  
Department Heads  
File

RESOLUTION NO.           , 2017

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY AND THE HAMILTON COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

**WHEREAS**, the Hamilton County Transportation Improvement District (“HCTID”) is a Transportation Improvement District created by R.C. Chapter 5540; and

**WHEREAS**, HCTID is authorized by R.C. Chapter 5540 to finance and to construct improvements to public roadways; and

**WHEREAS**, the City has applied to the HCTID to assist in funding engineering design work for the Montgomery Road/Ronald Reagan Interchange Improvement Project; and

**WHEREAS**, the City has been approved for a grant for engineering support by the HCTID for fiscal year 2017/2018 in the amount of \$250,000; and

**WHEREAS**, state law requires that there be an Intergovernmental Agreement between the City and HCTID as a condition for funding, which Intergovernmental Agreement acknowledges that the City and HCTID will cooperate to co-administer and co-manage the Project; and

**WHEREAS**, HCTID has asked that the Council authorize this Agreement to be executed by the City Manager to enable HCTID to provide the appropriate HB 26 funding for fiscal year 2017/2018.

**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 execute the attached Intergovernmental Agreement 2017-01 by and between the City and the Hamilton County Transportation Improvement District to co-administer and co-manage the Montgomery Road/Ronald Reagan Interchange Improvements Project. It is understood and agreed that by executing this Intergovernmental Agreement, the City will be eligible for HCTID HB 26 funding up to the amount of \$250,000 as reimbursement for engineering and design work for the Project during fiscal year 2017/2018.

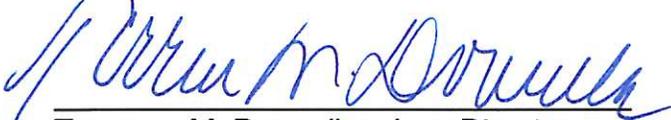
**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

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

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

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

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

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

City of Montgomery  
City Council Business Session Minutes  
August 2, 2017

Present

Wayne Davis, City Manager  
Terry Donnellon, Law Director  
John Crowell, Police Chief  
Brian Riblet, Public Works Director  
Tracy Roblero, Community Development Director  
Katie Smiddy, Finance Director  
Paul Wright, Fire Chief  
Matthew Vanderhorst, Community and Information Services Director  
Connie Gaylor, Clerk of Council

City Council Members Present

Chris Dobrozsi, Mayor  
Lynda Roesch, Vice Mayor  
Laith Alfaqih  
Mike Cappel  
Craig Margolis  
Ken Suer

City Council Members Absent

Gerri Harbison

---

City Council convened in Council Chambers at 6:53 p.m. for the Business Session with Mayor Dobrozsi presiding.

**ROLL CALL**

Mayor Dobrozsi stated that Council Member Harbison was absent due to a family vacation and asked for a motion to excuse her absence.

Mr. Margolis moved to excuse Mrs. Harbison from the meeting. Mr. Cappel seconded. City Council unanimously agreed.

The roll was called.

**LEGISLATION FOR CONSIDERATION TONIGHT**

**Pending Legislation**

**An Ordinance Establishing the Terms for Various Boards and Commissions**

Ms. Roesch read the Ordinance by title and moved for passage. Mr. Margolis seconded. City Council unanimously agreed.

Ms. Roesch explained that, if approved, this Ordinance will allow for the alignment of the term ending dates for all Boards and Commissions other than those established by Charter. These Boards and Commissions are as follow: the Arts, Beautification and Tree, and Sister Cities Commissions. Current Board and Commission Members will continue to serve the remainder of their one-, two- or three-year terms, with the only change being with the adjustment of their term expiration date. The Planning Commission, Board of Zoning Appeals, Parks and Recreation Commission, Civil Service Commission, and Landmarks Commission have their term ending dates established by the Charter, and, as such, may be considered for adjustments to their term dates if a Charter Review process is undertaken in the future. Over time, these adjustments are intended to create uniformity with term expiration dates for all the City's Boards and Commissions.

The roll was called and showed the following vote:

AYE: Cappel, Alfaqih, Dobrozsi, Roesch, Suer, Margolis	(6)
NAY:	(0)
ABSENT: Harbison	(1)

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

**City Council Business Session Minutes**

August 2, 2017

Page 2

55 An Ordinance Amending Tax Incentive Agreement with Sycamore Community School District

56

57 Mr. Suer read the Ordinance by title only and moved for passage. Mr. Margolis seconded. City Council  
58 unanimously agreed.

59

60 Mr. Suer explained that, if approved, this Ordinance will authorize the City Manager to execute an amendment to  
61 the Tax Incentive Agreement with the Sycamore School District. Due to the success of the current development  
62 within the Vintage Club, there are funds accumulating in the Vintage Club Tax Increment Financing (TIF) Fund.  
63 The Sycamore School District has been an excellent partner with the City in economic development projects, and  
64 this agreement would enable the City to restore the School District to full compensation for the development.

65

66 Mr. Donnellon explained that the additional funds will come from the annual revenue collected from Christ Hospital  
67 from accumulating funds. The funds will not come out of the General Fund.

68

69 The roll was called and showed the following vote:

70

71 AYE: Alfaqih, Dobrozsi, Roesch, Suer, Margolis, Cappel (6)

72 NAY: (0)

73 ABSENT: Harbison (1)

74

75 An Ordinance Accepting Dedicated Stormwater Improvements in The Montgomery Woods Subdivision

76

77 Mr. Margolis moved for passage of the second reading of the Ordinance. Mr. Cappel seconded. City Council  
78 unanimously agreed.

79

80 Mr. Margolis explained that if approved, this Ordinance will accept certain stormwater improvements constructed  
81 several years ago, within the Montgomery Woods Subdivision. It was discovered in a review of City records that a  
82 portion of the stormwater improvement on Lakewater Drive had been accepted by Sycamore Township where a  
83 portion of the subdivision was in its jurisdiction, but the second portion of the same sewer line located in the City  
84 of Montgomery had not been properly accepted. This Ordinance will correct that mistake so the entire stormwater  
85 improvement is accepted and maintained by the City.

86

87 The roll was called and showed the following vote:

88

89 AYE: Dobrozsi, Roesch, Suer, Margolis, Cappel, Alfaqih (6)

90 NAY: (0)

91 ABSENT: Harbison (1)

92

93 A Resolution Authorizing a Reimbursement Agreement with Gateway Partners, LLC

94

95 Mr. Donnellon explained that City Council voted to table this Resolution at the July 19, 2017 Work Session, until  
96 further notice. He recommended that City Council leave the legislation tabled as ongoing negotiations might negate  
97 the need for it in the future. He stated that an update would be provided at the August 23, Work Session.

98

99 **New Legislation**

100

101 A Resolution Establishing City Contributions to Employee Health Savings Account

102

103 Mr. Suer moved to read the Resolution by title only. Mr. Margolis seconded. City Council unanimously agreed.

104

105 Mr. Suer read the Resolution by title only and moved for passage. Mr. Cappel seconded.

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106 Mr. Suer explained that this Resolution, if approved, will continue the City's incentive contribution to employees'  
107 Health Savings Accounts for the period beginning September 1, 2017 through August 31, 2018. The maximum  
108 contribution by the City to employees' Health Savings Accounts is recommended to be continued at \$1,050 for a  
109 family plan and \$750 for a single plan for the 12-month period of September 1, 2017 through August 31, 2018. In  
110 addition to the base City incentive contribution, it is recommended that the City continue to match the employee's  
111 contribution to his/her Health Savings Account in an amount up to \$700 for employees with family plans and up to  
112 \$500 for employees with single plans.

113  
114 The roll was called and showed the following vote:

115  
116 AYE: Roesch, Suer, Margolis, Cappel, Alfaqih, Dobrozsi (6)  
117 NAY: (0)  
118 ABSENT: Harbison (1)

119  
120 A Resolution Authorizing a Contract with Dayton Mailing Services, Inc. D/B/A DMS Ink for Design and Production  
121 Services

122  
123 Mr. Margolis moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

124  
125 Mr. Margolis read the Resolution by title only and moved for passage. Mr. Cappel seconded.

126  
127 Mr. Margolis explained that if approved, this Resolution will authorize the City Manager to enter into an agreement  
128 with DMS Ink for design, production, printing, and mailing of the monthly newsletter and annual calendar for 2017-  
129 2018 in the amount of \$79,152 After reviewing several proposals, staff has recommended the work of DMS Ink as  
130 meeting the high professional quality required by the City at a competitive price. Funds for these services are  
131 budgeted in 101.715.5390.

132  
133 The roll was called and showed the following vote:

134  
135 AYE: Suer, Margolis, Cappel, Alfaqih, Dobrozsi, Roesch (6)  
136 NAY: (0)  
137 ABSENT: Harbison (1)

138  
139 A Resolution Designating Brian Riblet as Interim City Manager

140  
141 Mr. Margolis moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

142  
143 Mr. Margolis read the Resolution by title only and moved for passage. Mr. Cappel seconded.

144  
145 Mr. Margolis explained that if approved, this Resolution will designate Brian Riblet as the Interim City Manager  
146 during Wayne Davis' transition and during the vacancy in the office of City Manager until a new City Manager is  
147 appointed. This Resolution is permitted by Charter to fill such vacancy.

148  
149 The roll was called and showed the following vote:

150  
151 AYE: Margolis, Cappel, Alfaqih, Dobrozsi, Roesch, Suer (6)  
152 NAY: (0)  
153 ABSENT: Harbison (1)

154  
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156

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**ADMINISTRATION REPORT**

Mr. Riblet reported on the following items:

- City Council Work Session is scheduled for August 23, 2017 at 7:00 p.m.
- The Law and Safety and Financial Planning Committees will meet on Monday, August 7 at 3:30 and 4:30 p.m., respectively. The Planning, Zoning and Landmarks Committee has cancelled their meeting for the month of August.
- The Public Works Committee will meet on Monday, August 14 at 5:30 p.m. The Parks and Recreation and Government Affairs Committees have cancelled their meetings for the month of August.
- The HealthCare Benefits Committee (Patrick Morgan, Julie Prickett, Mike Rogers, James Martin, Katie Smiddy and Sharon Savitt) met twice in late July with Julie Tople of HORAN to review proposals for group health, dental and life insurance proposals. Supplemental voluntary insurance proposals were also reviewed. The HCBC will be submitting a formal written recommendation to the City Manager next week regarding group insurance renewals for the upcoming insurance period (October 1, 2017 through September 30, 2018.) The HCBC will give its presentation to City Council at the August 23 City Council work session. The September 6 City Council business session agenda will include a request for Council to pass legislation to renew contracts with Humana for group health and life insurance and with Dental Care Plus for group dental insurance.
- Officer Greg Schill has announced his retirement from the City on Friday, August 11. Greg began his service with the City on February 4, 1991 and has been a vital part of the police department for the last 26 years. Prior to his employment with the City, Greg worked for Cincinnati Technical College, the Hamilton County Sheriff's Department and Colerain Township Police Department. Greg has requested that we do not hold a formal reception on his behalf, however the City will present Greg with a retirement gift as well as the personal recognition he will receive by his fellow officers and coworkers at the police department. We wish Greg all the best in this next chapter in his life.
- Brian Riblet and Tracy Roblero attended the First Suburbs Consortium meeting on Monday evening at the Evendale Recreation Center along with Mayor Dobrozsi and Council members Craig Margolis and Mike Cappel. Mayor Dobrozsi gave a presentation in his role as Senior Vice President with Neyer Properties on economic development entitled "Does Your First Suburb have what Developers are looking for?"
- Sergeant Mike Davenport moved into the role of Administrative Sergeant on Tuesday and will fill this position for 18 months. Mike replaced Sergeant Greg Harris, who has moved back to being a split shift sergeant. This rotation of administrative sergeants is consistent with the police departments policy.
- A Pre-Construction meeting was held today with Loveland Excavating who will be handling the Ross Avenue sidewalk and stormwater drainage improvement project. Work is expected to begin as soon as next week and is expected to be completed by October 27.
- AFSCME negotiations begin on Thursday, August 3.

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- 207 • The Planning Commission will meet on Monday, August 7 to continue discussions on proposed text  
208 amendments to the Land Usage Code in regards to the Old Montgomery Gateway District. Gateway  
209 Partners will be in attendance to discuss concerns from the Planning Commission in regards to building  
210 heights and how the height will complement the existing buildings in the Old Montgomery Gateway District  
211 and the Heritage District.  
212
- 213 • First round of interviews for the Assistant Finance Director/Tax Commissioner position are scheduled for  
214 August 17 and 18. The interview team (Cindy Abner, Julie Prickett, Katie Smiddy and Paul Wright) will  
215 be meeting with nine candidates during this first round.  
216
- 217 • The Civil Service Commission is scheduled to meet on August 24. At this meeting, staff will request  
218 approval for examination processes for police officer, police sergeant, and fire lieutenant. With recent  
219 promotions, Don Simpson's retirement and Greg Schill's pending retirement, there will be two patrol officer  
220 positions and one sergeant position to fill. There is currently no fire lieutenant opening; however, Chief  
221 Wright is requesting an exam process to create an eligible list to have ready in the event of an opening  
222 should there be a retirement.  
223
- 224 • Touch-A-Truck is scheduled for Thursday morning at Weller Park from 9:00 to 11:00 a.m. The community  
225 is invited to come and get up close and personal with our City dump trucks, backhoes, police cars and fire  
226 trucks. This is always a great community event that allows for our City staff to engage with the parents and  
227 kids.  
228
- 229 • City Council is invited to attend a final farewell reception for Wayne on Thursday, August 10 from 11:00  
230 a.m. to 1:00 p.m., held in Council Chambers for all staff.  
231
- 232 • Mr. Riblet requested an Executive Session for matters related to the purchase of and sale of real estate, labor  
233 negotiation and personnel compensation.  
234

### **APPROVAL OF MINUTES**

235  
236  
237 Mr. Cappel moved to approve the July 19, 2017 Work Session and July 19, 2017 Public Hearing minutes. Mr.  
238 Margolis seconded. City Council unanimously agreed.  
239

### **MAYOR'S COURT**

240  
241  
242 Mayor Dobrozsi reported that the total Mayor's Court collections for the month of July 2017 were \$17,915.00.  
243

244 Mr. Cappel moved to accept the Mayor's Court collections for the month of July 2017. Mr. Margolis seconded.  
245 City Council unanimously accepted the collections.  
246

### **OTHER BUSINESS**

247  
248  
249 Mr. Margolis reported that the Hamilton County Emergency Management Association and Homeland Security  
250 Annual Meeting will be held on Tuesday, September 26 at the Sharonville Convention Center. He stated that this  
251 event runs from 9:00 to 11:00 a.m.  
252

253 Mayor Dobrozsi reported that he had received an email from Barbara White that he passed on to Mr. Alfaqih, Chair  
254 of the City Manager Search Committee.  
255

256 Mayor Dobrozsi asked if there was any further business to discuss in Public Session. There being none, he asked  
257 for a motion to adjourn into Executive Session for matters related to personnel compensation.

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258

259

Mr. Margolis motioned to adjourn into Executive Session for matters related to personnel compensation. Mr. Cappel seconded.

260

261

262

The roll was called and showed the following vote:

263

264

AYE: Cappel, Alfaqih, Dobrozi, Roesch, Suer, Margolis (6)

265

NAY: (0)

266

ABSENT: Harbison (1)

267

268

City Council adjourned into Executive Session at 7:18 p.m.

269

270

City Council reconvened into Public Session at 9:20 p.m.

271

272

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

273

274

275

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

276

277

City Council adjourned at 8:46 p.m.

278

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282

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Connie Gaylor, Clerk of Council