CITY OF
MONTGOMERY
A CHARMING PAST. A GLOWING FUTURE.

MEMORANDUM

October 1, 2020

TO: Mayor and City Council Members

FROM: Brian K. Riblet, City Manager BKR

SUBJECT: City Council Business Session of Wednesday, October 7, 2020

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, October 7, 2020 at 7:00 p.m. The meeting will be offered both in place at City Hall and by teleconference for those who cannot attend in person or feel safer sheltering at home. To participate in this meeting by teleconference please use the following phone number: 1-866-228-9900 with a passcode of 204938.

Business Session

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Special Presentation

   a. Isaac Holland and Parker Adkins, along with their families, will be in attendance to be formerly introduced to City Council as the newest members of the Public Works Department.

   b. Derek Morgan along with his family will be in attendance to be formerly introduced to City Council as the newest member of the Finance Department.

   c. Dan Todd with Prime AE will be in attendance to update City Council on the Roundabout construction project.

5. Guest and Residents

6. Legislation for Consideration this Evening

Legislation to be added to the Agenda this Evening

a. An Ordinance Amending Tax Incentive Agreement With The Board Of Education Of The Sycamore Community School District For The Montgomery Quarter Project And Declaring An Emergency—Please see the attached correspondence from Law Director Terry Donnellon requesting that City Council consider approving this Ordinance that, if approved, would amend a prior Tax Incentive Agreement with the Sycamore School District. When finalizing the development plans for the site, the developer requested additional rental units on the building along the east side of the property. These changes were the result of input from the Planning Commission and Cooper Road residents who expressed their concern about the height of the buildings abutting their properties. Additionally, discussing the amendment to the Agreement with Sycamore, it was discovered that the formula for compensating New Levies needed to be corrected. Our agreement with Sycamore Schools provides that there is no compromise of their New Levies, now and in the future. Our financing model for the project provides adequate coverage to pay debt service while excluding these New Levies.

Make a Motion to add the Ordinance to the agenda

Assign to a Council Member

Move to read the Ordinance by title only

Voice Vote

Move for suspension of the rules requiring three separate readings

Roll Call Vote

Explain Legislation

Move for passage of the Ordinance as an emergency

Roll Call Vote

b. An Ordinance Amending Ordinance No. 11, 2020 To Increase The Authorized Limits For The Issuance Of Special Obligation Revenue Bonds Of The City Of Montgomery And Declaring An Emergency—Please see the attached correspondence from Law Director Terry Donnellon requesting that City Council consider approving this Ordinance that, if approved, would amend Ordinance No. 11, 2020 to increase the ceiling for Special Revenue Bonds to be issued by the City to fund garages in the Montgomery Quarter Project. The bond limit has been raised to $25 Million Dollars to provide maximum flexibility in the event interest rates change between now and the time the bonds will be issued. It is anticipated that the bonds will be sold in November. Construction is anticipated to being November 1, so funds are needed to pay the first draw in the month of December 2020.

Make a Motion to add the Ordinance to the agenda

Assign to a Council Member

Move to read the Ordinance by title only

Voice Vote

Move for suspension of the rules requiring three separate readings

Roll Call Vote

Explain Legislation

Move for passage of the Ordinance as an emergency

Roll Call Vote

c. A Resolution Authorizing A 2020 Cares Act Local Jurisdiction Agreement— Please find attached correspondence from City Manager Brian Riblet requesting that City Council consider the approval of an Resolution that, if approved, would allow the City to participate in the Hamilton County "Cares Funding" Program. Previously Council passed Resolution No. 21, 2020 to participate in the Coronavirus Relief Fund created by the federal government and managed through the State and County. Hamilton County has requested participating jurisdictions to execute a Local Jurisdiction Agreement to participate in the program. . The Agreement details the amount to be received, $174,616, and the uses of those grant funds. The Agreement also outlines the process to participate in the program including the separate classification of the funds and accounting for the funds being used.

Make a Motion to add the Resolution to the agenda

Assign to a Council Member

Move to read the Resolution by title only

Voice Vote

Explain the Resolution

Move for passage of the Resolution

Roll Call Vote

Pending Legislation

There is no pending legislation

New Legislation

a. A Resolution authorizing the City Manager to enter into a contract with Penn Care Incorporated for the purchase of a 2020 Braun E450 Chief XL Type III Ambulance—(Mrs. Bissmeyer) Information has been previously supplied on this legislation that, if approved, would authorize the City Manager to enter into a contract with Penn Care Inc. for the purchase of a 2020 Braun E450 Chief XL Type III Ambulance. The ambulance will be purchased through the bid process conducted through the State of Ohio Cooperative Purchasing Program. The base bid for the ambulance with STS options totals $187,399.90, with additional Non-STS options totaling $21,996.25, a chassis rebate of $4,600.00 and a contingency amount of $1,203.85. These numbers, when combined, total $206,000.00. In light of budget revisions due to Covid-19, the planned 2020 Capital Improvement purchase of a new Rescue Pumper has been deferred and the 2021 planned purchase of an ambulance to replace a 2006 Horton ambulance was moved into this year's Capital Improvement program in account 223.000.5405. The proposed 2021 expense for the ambulance was $280,000 so the purchase of this ambulance is well under that estimate.

Move to read the Resolution by title only

Voice Vote

Explain the Resolution

Move for passage of the Resolution

Roll Call Vote

b. An Ordinance Modifying Section 132.14, Noise, of The Montgomery Code Of Ordinances—(Vice Mayor Margolis) Information has been previously supplied on this legislation that, if approved, would enact modifications to the noise ordinance which include differentiating between general noise and construction noise, by defining "construction work" as "any type of work which requires a building and/or zoning permit". Times for construction work would be limited to 7:00 a.m. - 9:00 p.m. (Monday through Friday) and 9:00 a.m. - 8:00 p.m. on Saturdays and Sundays. The proposed modifications maintain the hours of 7:00 a.m. - 10:00 p.m. for all other types of noise outside of construction work. In addition, the proposed modifications limit the sound permitted outside these hours to 60 decibels, as measured from the complainant's property line. The Planning, Zoning and Landmarks Committee of Council met on March 2, 2020 to discuss the proposed modification. After discussion, the Committee voted unanimously to recommend approval of the amendments to the noise ordinance with the condition that work by utility companies, such as Duke Energy,

Cincinnati Bell, Greater Cincinnati Water Works, etc., be included in the list of exemptions.

Move to read the Ordinance by title only

Voice Vote

Move for passage of the first reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The second reading of the Ordinance will be at the November 4, 2020 Business session. The third reading of the Ordinance will be at the December 2, 2020 Business Session with adoption requested that evening.

c. An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Montgomery, State Of Ohio, During The Fiscal Year Ending December 31, 2021—(Mr. Suer) Information has been previously supplied on this legislation that, if approved, would establish the City's budget for fiscal year 2021. These documents were presented to and reviewed with the Financial Planning Committee of City Council at their September 8 meeting. City Council will conduct its formal review of the 2021 Operating and Capital Budget with Four Year Forecast and 2021-2025 Capital Improvement Program, on Wednesday, September 9. As a result of these discussions, any changes to the budget are included with this legislation.

Move to read the Ordinance by title only

Voice Vote

Move for passage of the first reading of the Ordinance

Explain the Ordinance

Roll Call Vote

The second reading of the Ordinance will be at the November 4, 2020 Business session. The third reading of the Ordinance will be at the December 2, 2020 Business Session with adoption requested that evening.

d. A Resolution Accepting The Amounts And Rates As Determined By The Hamilton County Budget Commission And Authorizing The Necessary Tax Levies And Certifying Them To The County Auditor—(Mr. Suer) Information has been previously supplied on this legislation that, if approved, would accept the rates and amounts determined by the Hamilton County Budget Commission. As a State of Ohio taxing authority and pursuant to the Ohio Revised Code, the City is required to adopt an annual tax budget. City Council adopted the Tax

Budget on July 1, 2020, and then submitted it to the Hamilton County Auditor for review by that office and the Hamilton County Budget Commission. Those reviews did not generate any questions and the proposed Tax Budget was accepted by the Budget Commission and Auditor. City Council is requested to act to accept the Budget Commission's rates and amounts, which would result in the estimated collections as specified in the City's 2021 Tax Budget. This action will then permit the Budget Commission to collect property taxes at the rates established for the upcoming year.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Explain the Resolution

Roll Call Vote

e. A Resolution Authorizing the City Manager to Enter into A Contract with Cargill, Inc. For The Purchase of De-Icing Rock Salt for the 2020-2021 Season—(Mr. Cappel) Information has been previously supplied on this legislation that, if approved, would authorize the City Manager to enter into a contract with Cargill, Inc. pursuant to a joint purchasing bid with Hamilton County for 2020-2021 de-icing rock salt. The purchase of de-icing rock salt for the 2020-2021 winter season is included in the City budget in the 261.000.5380 Street Maintenance, 266.000.5380 Permissive MVL Fund and 265.000.5380 State Highway Fund. It is requested to purchase 200 tons at $58.87 per ton. The total cost for this contract shall not exceed $11,774.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Explain the Resolution

Roll Call Vote

f. A Resolution Authorizing the City Manager to Enter into A Labor Agreement with The American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO for Wages and Benefits for Employees within the Department of Public Works from September 1, 2020 Through August 31, 2023—(Mrs. Harbison) Information has been previously supplied on this legislation that, if approved, would authorize the City Manager to enter into a labor agreement with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO ("AFSCME") from September 1, 2020 through August 31, 2023. The City and AFSCME have reached an agreement on

a new three-year labor contract that includes wage and benefit modifications, pending City Council's approval.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Explain the Resolution

Roll Call Vote

7. Administration Report

8. **Minutes-** September 9, 2020 Budget Review Session; September 23, 2020 Work Session

9. Mayor's Court Report

10. Other Business

    a. Application for an Economic Development (TREX) License for the European Café, LLC – Please see the attached correspondence from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board to allow an TREX License to be issued to the European Café located at 9450 Montgomery Road, Montgomery, Ohio 45242.

11. Executive Session

12. Adjournment

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

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

CITY OF
MONTGOMERY
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CITY COUNCIL BUSINESS SESSION AGENDA

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

October 7, 2020
7:00 p.m.

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Roll Call Vote

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Make a Motion to add the Resolution to the agenda

Assign to a Council Member

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Voice Vote

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Explain the Resolution

Roll Call Vote

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Voice Vote

Move for passage of the Resolution

Explain the Resolution

Roll Call Vote

b. An Ordinance Modifying Section 132.14, Noise, of The Montgomery Code of Ordinances—(Vice Mayor Margolis)

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Move to read the Resolution by title only

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Roll Call Vote

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Move to read the Resolution by title only

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Explain the Resolution

Roll Call Vote

7. Administration Report

8. Approval of Minutes – September 9, 2020 Budget Review Session; September 23, 2020 Work Session

9. Mayor's Court Report

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11. Executive Session

12. Adjournment

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

Donnellon
Donnellon & Miller
A LEGAL PROFESSIONAL ASSOCIATION

Terrence M. Donnellon
513-891-7087
tmd@donnellonlaw.com

TO: Mayor Chris Dobrozsi
Members of City Council

FROM: Terrence M. Donnellon

RE: Amending Tax Incentive Agreement
With Sycamore School district

DATE: September 30, 2020

This Ordinance authorizes an amendment to the Tax Incentive Agreement with the Board of Education for the Sycamore Community School District. The prior Tax Incentive Agreement had a cap on Residential Units, and the developer proposed increasing those number of units to meet their needs for density and to reshape the project to move the higher buildings away from the residents abutting Cooper Road. Sycamore School District is onboard with the changes and will be simultaneously approving the Amended Agreement at their Board meeting.

The Agreement also cleaned up the formula for compensating Sycamore for Additional New Levies in the future. Our agreement with the schools allows them to be compensated at the full amount of any New Levy rather than exempting the property for that additional levy amount. As an example, recently Sycamore passed a levy and it will be taxed at the full value of the property. Whereas, the underlying levies are exempted and subject to our compensation formula. When bond counsel revisited the Agreement, it was discovered that the formula overcompensated the School District and the School District agreed that it should be changed to clarify the payments in the future once the project is developed.

Council is asked to pass this legislation as an emergency as this is a critical component of our package for bond financing, and we are trying to complete the bond financing in the very near future to have funding available to initiate construction of the public garages. Passing the Ordinance as an emergency and waiving the second and third readings will allow the Ordinance to take effect immediately to continue moving forward to finalize bond financing.

Respectfully submitted,

Terrence M. Donnellon,
Law Director

TMD/lld

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

ORDINANCE NO. , 2020

AN ORDINANCE AMENDING TAX INCENTIVE AGREEMENT WITH THE BOARD OF EDUCATION OF THE SYCAMORE COMMUNITY SCHOOL DISTRICT FOR THE MONTGOMERY QUARTER PROJECT AND DECLARING AN EMERGENCY

WHEREAS, by Ordinance Nos. 7, 8 and 9, 2019, Council did authorize a Tax Incentive Agreement ("Agreement") with the Board of Education of the Sycamore Community School District ("School District") governing the allocation of Payments In Lieu Of Taxes generated from the development of real estate in the Montgomery Quarter Tax Incentive Districts; and

WHEREAS, the Agreement was executed between the City and the School District on August 14, 2019, which Agreement provided for the exemption from real property taxes certain parcels of property located within the Montgomery Quarter Tax Incentive Districts; and

WHEREAS, the development contemplated by such Agreement has progressed to the position for final approval and the developer has requested that the allowable Limits on Residential Units within the existing Tax Incentive Agreement be increased to support the bonds to be issued by the City to finance public improvements in and around the districts; and

WHEREAS, the School District concurs that the Limits on Residential Units be increased to sustain the project and better support the bonds to be issued to finance the public improvements and to better compensate the School District; and

WHEREAS, in updating the Tax Incentive Agreement, the parties do desire to correct the formula calculating the compensation due the School District for Additional Levies.

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

SECTION 1. Council does hereby accept and approve the attached Amended and Restated Tax Incentive Agreement to amend Section 7 governing Limits on Residential Units and to clarify the formula for compensating the School District for New Levies.

SECTION 2. The City Manager is hereby authorized to execute the Amended and Restated Tax Incentive Agreement and all additional documentation necessary to implement these amendments.

SECTION 3. To be able to take advantage of current market conditions to be able to issue Special Revenue Bonds to be supported by the Service Payments in Lieu of Taxes and to provide additional compensation to the School District, this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, and therefore it shall take effect immediately upon passage.

PASSED:_____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

_____
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

_____
Terrence M. Donnellon, Law Director

AMENDED AND RESTATED TAX INCENTIVE AGREEMENT

THIS AMENDED AND RESTATED TAX INCENTIVE AGREEMENT (the "Agreement"), is made and entered into as of the _____ day of _____, 2020, by and between the BOARD OF EDUCATION OF THE SYCAMORE COMMUNITY CITY SCHOOL DISTRICT, Hamilton County Ohio, a community school district and political subdivision of the State of Ohio (the "School District") and the CITY OF MONTGOMERY, Hamilton County, Ohio, a political subdivision of the State of Ohio (the "City").

WITNESSETH THAT:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code authorize cities to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the ordinance granting such exemption; and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a city to require owners of improvements subject to a tax increment financing tax exemption to make semi-annual payments to the city in lieu of taxes ("Service Payments in Lieu of Taxes"), which payments are approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.43 of the Ohio Revised Code further requires a city receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, pursuant to a letter dated March 26, 2019, the City notified the School District of its intent to grant exemptions (collectively the "TIF Exemptions"), as authorized by Sections 5709.40(B) and 5709.40(C), Ohio Revised Code, for improvements to certain real property located within the boundaries of the City and the School District, which real property is approximately 18.7825 acres and is described and defined in Exhibit A-1, Exhibit A-2 and Exhibit A-3 attached hereto and made a part hereof (the "Exempted Property"), by using the Service Payments in Lieu of Taxes to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the "Public Improvements") in order to induce the Developer and any heirs, successors and assigns of a fee interest in all or any portion of the Exempted Property (the "Property Owners") to develop the Exempted Property; and

WHEREAS, the Board of Education of the School District on March 27, 2019, approved the TIF Exemptions on the condition that the parties hereto enter into this Agreement; and

WHEREAS, the City has, pursuant to ordinances of the City Council of the City adopted on August 7, 2019 (the "City Ordinances"), attached hereto as Exhibit B-1, Exhibit B-2 and Exhibit B-3, granted the TIF Exemptions and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.40 and 5709.82 permit the City Council of the City and the Board of Education of the School District, to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the TIF Exemptions; and

WHEREAS, the City and School District previously executed a Tax Incentive Agreement dated August 14, 2019, as authorized by the City Ordinances and a separate Resolution of the Board of Education of the Sycamore Community City School District consenting to the exemption of the improvements upon the designated properties and authorizing compensation to the School District, which the parties do desire to amend and restate to clarify the compensation to be paid in the tax formula for calculating Additional TIF Compensation as provided herein, and to increase the allowable Limits on Residential Units.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the City covenant, agree and bind themselves as follows:

SECTION 1. Approval of the TIF Exemptions; Compensation to School District While TIF Exemptions in Effect.

(a) School District Consent. As provided in the School District Resolution, the School District consents to the TIF Exemptions for up to one hundred percent (100%) of the increase in assessed value of the real property and further improvements to the Exempted Property for a period of up to thirty (30) years, commencing and ending as set forth in the respective City Ordinances.

(b) Base TIF Compensation. During any year or any portion thereof, in which the School District would have received property tax collections derived from the Exempted Property, but for the City's authorization of the TIF Exemptions, the City agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes from the owners of the Exempted Property ("Service Payments") an amount equal to the sum of (i) 18% of the School District's effective rate real property tax millage, excluding the effective rate millage attributable to New Levies as defined in subsection (c) below, times the exempted assessed valuation of the Phase I Exempted Property (defined below) (the "Phase I Exempted Property TIF Compensation"); plus (ii) 9% of the School District's effective rate real property tax millage, excluding the effective rate millage attributable to New Levies as defined in subsection (c) below, times the exempted assessed valuation of the Phase II Exempted Property (defined below) (together with the Phase I Exempted Property TIF Compensation, the "Base TIF Compensation"), as determined by the Finance Director of the City and certified to the School District. As used herein, the Phase I Exempted Property and Phase II Exempted Property shall mean the real property described and defined in Exhibit C-1 and Exhibit C-2, respectively, attached hereto.

For example, commercial "effective rate real property tax millage" for tax year 2018 means 48.938431 divided by 1000 equals 0.048938431 and the residential "effective rate real property tax rate millage" for tax year 2018 means 35.778680 divided by 10000 equals 0.03577680.

(c) Additional TIF Compensation Attributable to New Levies. During any year or any portion thereof, in which the School District would have received property tax collections derived from the Exempted Property, but for the City's authorization of the TIF Exemptions, the City agrees to also pay to the School District, solely from the Service Payments, an amount in addition to the Base TIF Compensation equal to 100% of the Additional New Levy TIF Compensation (defined below) attributable to Additional School District Millage (defined below). As used herein: (i) "Additional New Levy TIF Compensation" means the amount equal to the assessed value of the Exempted Property, multiplied by the Additional School District Millage; and (ii) "Additional School District Millage" means the total effective millage that is attributable to any School District levy other than (1) levies existing or approved prior to the effective date of the Agreement or (2) renewal or replacement levies relating back to levies existing or approved prior to the effective date of this Agreement and which do not result in an increase in effective millage in excess of the School District's tax year 2018 effective millage.

(d) Additional TIF Compensation Attributable to Excess Service Payments. Additionally, during any year or any portion thereof, in which the School District would have received property tax collections derived from the Exempted Property but for the City's authorization of the TIF Exemptions, to the extent that the City collects Excess Service Payments (defined below), the City will pay to the School District Excess Service Payment TIF Compensation (defined below).

As used herein; (i) "Excess Service Payments" mean that portion of the Service Payments received by the City from the owners of the Phase I Exempted Property in excess of the amount of such Service Payment required to pay (A) the Phase I Exempted Property TIF Compensation defined in Section 1(b) and 1(c) above, plus (B) debt service on bonds issued by the City to pay for necessary infrastructure improvements in support of development of the Phase I Exempted Property (the "Bonds"), plus (C) any compensation paid to the Great Oaks Institute of Technology and Career Advancement and the Board of Commissioners of Hamilton County, Ohio pursuant to separate Tax Incentive Agreements or Section 5709.40(D) of the Ohio Revised Code; and (ii) "Excess Service Payment TIF Compensation" shall mean the lesser of (A) 100% of the sum of (1) the quotient of the School District's effective rate tax millage multiplied by the assessed value of the Phase I Exempted Property and divided by 1000, minus (2) any compensation received by the School District in that year pursuant to Sections 1(b) and (c) above which is attributable to the Phase I Exempted Property; or (B) either 50% of the Excess Service Payments or, if the City has collected an aggregate amount of Excess Service Payments equal to or exceeding $2,500,000, then 75% of the Excess Service Payments. In no event shall the Excess Service Payments exceed the amount the School District would have collected with respect to the Phase I Exempted Property if the Phase I Exempted Property were not subject to the TIF Exemptions. The City agrees that Bonds shall not be issued in excess of the amount required to generate $40,000,000 of project funds, but may be issued in one or more series.

Notwithstanding the foregoing, the Total Phase I TIF Compensation plus Excess Service Payment TIF Compensation (together "Phase I TIF Compensation") over the entire life of the TIF Exemption shall not exceed the amount of property taxes from the Phase I

Exempted Property the School District would have received if the Phase I Exempted Property were not subject to the TIF Exemptions.

(e) Nothing in this Agreement shall be construed to pledge the full faith and credit of the City for the payment of Base TIF Compensation, Additional New Levy TIF Compensation and Excess Service Payment TIF Compensation (collectively, the "School Compensation").

SECTION 2. Certification of School Compensation Amount. By April 1 and September 1 of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the City shall certify to the School District the amount of the School Compensation due to the School District and shall provide calculations to show how such amount was derived.

SECTION 3. Payment of School Compensation. Within thirty (30) days after the City receives Service Payments in Lieu of Taxes with respect to the Exempted Property and the final settlement statements from the County Auditor, the City shall pay to the School District, by bank or cashier's check or wire transfer the amount of the School Compensation.

SECTION 4. Resolution of Disputes. In the event the School District disputes the amount of the School Compensation as certified by the City, the School District shall certify, by May 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the School District claims is the correct amount of School Compensation to be paid to the School District. Within ten (10) days thereafter, the Treasurer of the School District and the City Finance Director or the City Manager shall meet to discuss and resolve the dispute. In the event the Treasurer of the School District and the City are unable to mutually agree on the amount of School Compensation, the parties shall next seek a third party mediator to settle the dispute and determine the amount of the School Compensation. The City shall then pay such amount within thirty (30) days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the City's ability, after payment and receipt of such School Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. Late Payments. Except for the case where a School Compensation payment is delayed pursuant to a dispute as provided in Section 4 hereof (so long as the dispute of the School Compensation payment amount is reasonable), any late School Compensation payments shall bear interest at the then current rate established under Sections 323.121(B)(a) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

SECTION 6. School District Expenses. Within thirty (30) days after the execution of this Agreement, the City shall pay or cause to be paid to the School District an amount equal to the School District's reasonable fees and expenses, including fees of its legal counsel, associated with negotiating, approving and entering into this Agreement and approving the TIF Exemption.

SECTION 7. Limits on Residential Units. The City agrees that it will impose the following restrictions on the Exempted Property:

(a) Not more than a total of one hundred ninety-six (196) Residential Units (defined below) will be developed on the Exempted Property.

(b) Not more than one hundred forty-eight (148) of the Residential Units developed on the Exempted Property shall be "For Rent Apartments".

(c) The For Rent Apartments developed on the Exempted Property; (i) shall not have more than two bedrooms per unit; (ii) shall not in the aggregate exceed a total of two hundred eighteen (218) bedrooms; and (iii) shall be Luxury For Rent Apartments (defined below).

(d) The remaining forty-eight (48) Residential Units permitted to be constructed on the Exempted Property shall be For Sale/Owner Occupied units having only one or two bedrooms each, except as follows: up to four of the For Sale/Owner Occupied units within the total forty-eight (48) Residential Units may be three bedroom units if approved in writing in advance by both the City's City Manager and the School District's Superintendent.

(e) The limitations imposed by this Section 7, other than the exception outlined above in Section 7(d) which must be approved jointly by the City's City Manager and the School District's Superintendent, may not be otherwise modified unless approved by a separate Resolution adopted by the Board of Education of the School District.

(f) As used herein: (i) "Residential Units" means either a For Rent Apartment or a For Sale/Owner Occupied Condominium or Townhouse: and (ii) "Luxury For Rent Apartments" mean for rent residential units having a market rental rate in the top ten percent (10%) of the residential rental rates with the Greater Cincinnati market as measured by the montly rent paid per square foot of the Apartment unit.

SECTION 8. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Sycamore Community City School District:	Board of Education of the Sycamore Community City School District 5959 Hagewa Drive Cincinnati, Ohio 45242 Attn: Treasurer
City of Montgomery, Ohio:	City of Montgomery, Ohio City Building 10101 Montgomery Road Montgomery, Ohio 45242 Attn: Finance Director

SECTION 9. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Exemptions pursuant to Section 5709.40 through 5709.43 of the Ohio Revised Code are in effect with respect to the Exempted Property. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is

contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 10. Waiver. No waiver by the School District or the City, their, successors and assigns of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 11. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 12. Binding Nature. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

SECTION 13. Severability. Should any portion of this Agreement be declared by a court of competent jurisdiction to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 14. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 15. Ratification and Reaffirmation. All terms and conditions of the prior Tax Incentive Agreement, as amended and restated herein, are hereby ratified and reaffirmed.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the School District and the City have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

BOARD OF EDUCATION OF THE SYCAMORE COMMUNITY CITY SCHOOL DISTRICT, HAMILTON COUNTY, OHIO

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On this _____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Board of Education of the Sycamore Community City School District, Hamilton County, Ohio, by _____, known and known to be the _____ of said School District and duly authorized in the premises, who acknowledged the signing and sealing of the said Tax Incentive Agreement for himself/herself and on behalf of said School District, to be his/her voluntary act and deed, and the voluntary act and deed of said School District.

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

CITY OF MONTGOMERY,
HAMILTON COUNTY, OHIO

By: _____

Printed Name: Brian K. Riblet

Title: City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On this _____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Montgomery, Ohio, by Brian K. Riblet, known and known to be the City Manager of said City and duly authorized in the premises, who acknowledged the signing and sealing of the said Tax Incentive Agreement for himself and on behalf of said City, to be his voluntary act and deed, and the voluntary act and deed of said City.

_____
Notary Public
My commission expires: _____

[NOTARY
SEAL]

This instrument prepared by:

Brenda A Wehmer, Esq.
DINSMORE & SHOHL LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202

APPROVED AS TO FORM:

Terrence M. Donnellon
Director of Law

EXHIBIT A-1

DESCRIPTION OF THE "EXEMPTED PROPERTY"

Parcels exempted pursuant to 5709.40(B)

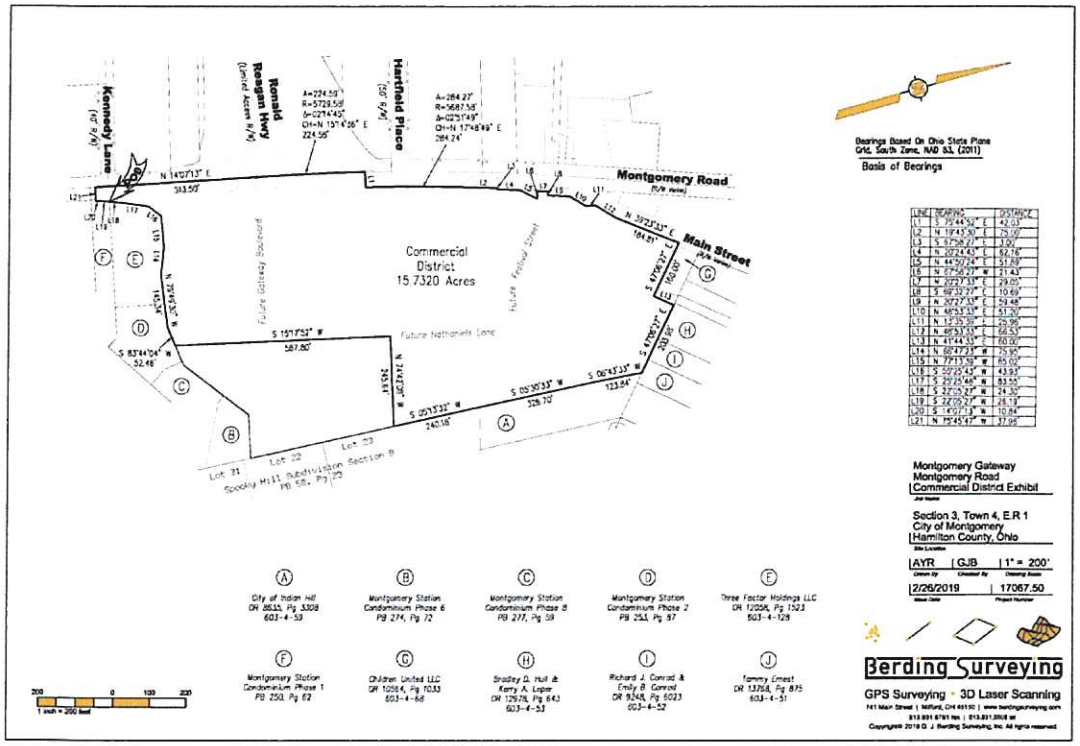


EXHIBIT A-2

DESCRIPTION OF THE "EXEMPTED PROPERTY"

Parcels Exempted pursuant to 5709.40(C), Phase I Incentive District TIF

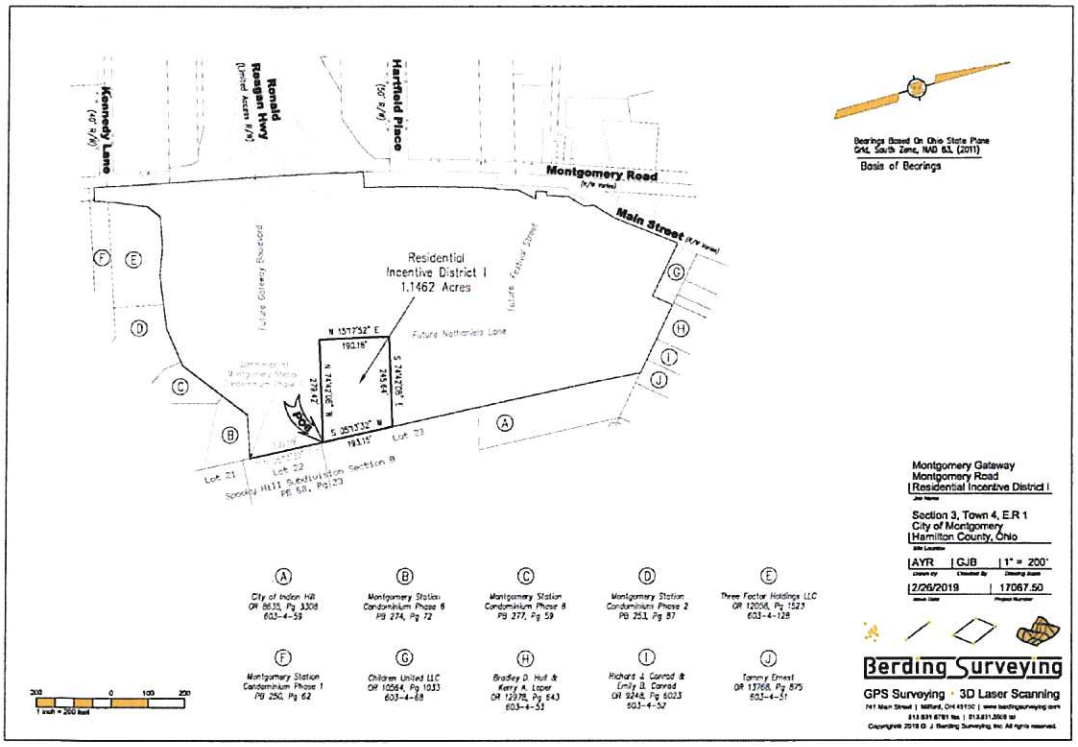


EXHIBIT A-3

DESCRIPTION OF THE "EXEMPTED PROPERTY"

Parcels Exempted pursuant to 5709.40(C), Phase II Incentive District TIF

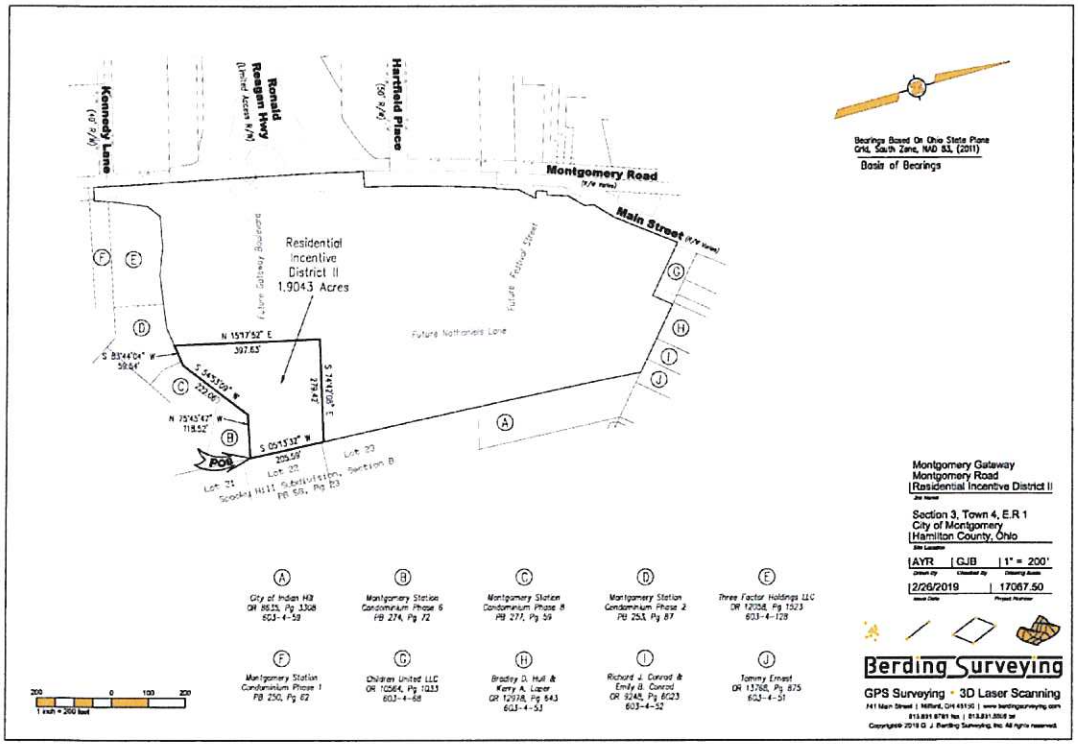


EXHIBIT B-1

5709.40(B) TAX INCREMENT ORDINANCE
ORDINANCE NO. _____

DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN THE CITY OF MONTGOMERY, OHIO, TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE (MONTGOMERY QUARTER COMMERCIAL TIF), EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND A SERVICE AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND.

WHEREAS, Section 5709.40 et seq. of the Ohio Revised Code (the "TIF Authorizing Statutes") authorizes municipal corporations to participate in a financing technique commonly known as a tax increment financing; and

WHEREAS, this City Council ("Council") of the City of Montgomery. Ohio (the "City"), wishes to use the authority granted pursuant to the TIF Authorizing Statutes in connection with exempting from real property taxation certain improvements in the City and constructing certain public infrastructure improvements in the City which will benefit the improvements in order to meet the public health, safety, welfare, and convenience needs of the area, including future development and traffic capacity; and

WHEREAS, this Council has determined to grant a property tax exemption for the parcels comprising the area where such improvements are to be located (the "Montgomery Quarter TIF Site" formerly known as the GRA TIF District); and

WHEREAS, the boundary of the Montgomery Quarter TIF Site shall be coextensive with the boundary of, and shall include, the parcels of real property specifically identified and depicted in Exhibit A attached hereto; and

WHEREAS, pursuant to Section 5709.83 of the Ohio Revised Code, notice has been given to the Sycamore Community City School District (the "School District") by a letter dated March 26, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, which exemption was approved by the School District by resolution on March 27, 2019, and this Council will compensate the School District pursuant to a Tax Incentive Agreement to be entered into by and between the City and the School District; and

WHEREAS, pursuant to Section 5709.83 of the Ohio Revised Code, notice has been given to the Great Oaks Career Campuses (the "Great Oaks"), in a letter dated March 26, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, and this Board will compensate Great Oaks pursuant to Section 5709.40(D) of the Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery, Hamilton County, State of Ohio, ___ members elected thereto concurring that:

SECTION 1. Pursuant to Section 5709.40(B) of the Ohio Revised Code, this Council hereby creates the "Montgomery Quarter TIF Site", the boundaries of which shall be coextensive with the boundaries of the parcels specifically identified and depicted in Exhibit A attached hereto, which parcels are located in the incorporated area of the City.

SECTION 2. This Council hereby finds and declares that certain public improvements (the "Public Improvements") in the City, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices and alterations to existing streets, including improvements to Montgomery Road, reconstruction of Ronald Regan Highway, construction of a roundabout and construction of new streets; the planning, design and construction of public parking facilities, including parking garages; the planning, design and construction of utilities including but not limited to water, sanitary sewers, gas mains, electric facilities, communication facilities, storm water sewers and detention facilities; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; the creation and/or enhancement of public service facilities, including police and fire stations; the installation of landscaping, retaining walls, and public amenities; demolition of existing buildings; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; and the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit A attached to this Ordinance (such parcels are hereinafter collectively referred to as the "Montgomery Quarter TIF Site"), which parcels are located in the incorporated area of the City, and for the creation of jobs, increasing property values, and the provision of adequate public services in the City.

SECTION 3. Pursuant to Section 5709.40(B) of the Ohio Revised Code, further improvements to each parcel in the Montgomery Quarter TIF Site occurring, as a result of new construction to such parcel, after the date of this Ordinance are hereby declared to be a public purpose and are exempt from real property taxation commencing for each parcel on the first day of the tax year in which such an improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this Ordinance and ending on the earlier of (1) thirty (30) years from the date the exemption commences or (2) the date on which the Public Improvements as described in Section 1 above that will benefit the Montgomery Quarter TIF Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 6 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will benefit, the Montgomery Quarter TIF Site.

SECTION 4. Pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Council hereby expresses its intention and authorizes the City Manager or any City Official to enter into such agreements as may be necessary and

appropriate to assure the payment of such Service Payments, including a Service Agreement by and between the City and the owners of property within the Montgomery Quarter TIF Site.

SECTION 5. A portion of the Service Payments shall be paid to the School District and Great Oaks in accordance with (i) the terms of a Tax Incentive Agreement, hereby authorized to be entered into by the City Manager between the City and the School District and (ii) the provisions of Section 5709.40(D) of the Ohio Revised Code (collectively, the "Compensation Payments").

SECTION 6. Pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the Montgomery Quarter TIF Site Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Moneys deposited in the Tax Increment Equivalent Fund shall be used only in accordance with Section 5709.43 of the Ohio Revised Code, which authorizes the City to finance the Public Improvements and make the Compensation Payments.

SECTION 7. The proper City Officials are hereby authorized to do all things necessary and proper to carry out Sections 1 through 6 of this Ordinance, including but not limited to filing any required applications for tax exemption with the Hamilton County Auditor and/or State Tax Commissioner.

SECTION 8. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the Director of Finance is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth herein remains in effect, the Director of Finance or other authorized officer of this City shall prepare and submit to the Director of the Ohio Development Services Agency the status report required under Section 5709.40(I) of the Ohio Revised Code.

SECTION 9. The Director of Finance is hereby directed to forward a copy of this Ordinance to the County Auditor of Hamilton County.

SECTION 10. This Ordinance shall take effect at the earliest possible date allowable by law.

PASSED: _____

ATTEST: _____ _____

Connie M. Gaylor, Clerk of Council Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

_____

Terrence M. Donnellon, Law Director

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. ___-_____.

_____
Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the county auditor.

_____
Clerk of Council

Dated: _____, 2019

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

_____
County Auditor

Dated: _____, 2019

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Ordinance.

_____
President, Sycamore Community City School District

Dated: _____, 2019

EXHIBIT A

Real Property Description

Approximately 15.732 acres of real property located in the City of Montgomery, Hamilton County, Ohio:

Hamilton County Auditor's Parcel No.

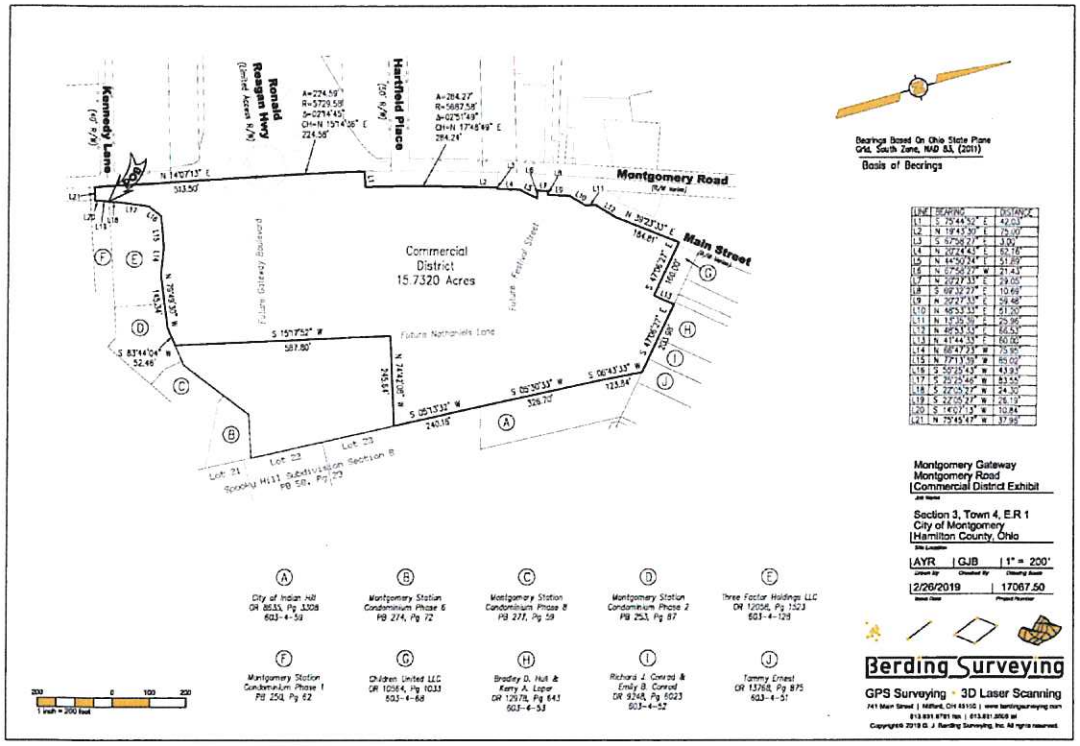


EXHIBIT B-2

5709.40(C) PHASE I TIF INCENTIVE DISTRICT ORDINANCE
ORDINANCE NO. _____

DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN THE CITY OF MONTGOMERY, OHIO, TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(C) OF THE OHIO REVISED CODE, (MONTGOMERY QUARTER TIF INCENTIVE DISTRICT I) EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND A SERVICE AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND.

WHEREAS, Section 5709.40 et seq. of the Ohio Revised Code (the "TIF Authorizing Statutes") authorizes municipal corporations to participate in a financing technique commonly known as a tax increment financing; and

WHEREAS, this City Council ("Council") of the City of Montgomery, Ohio (the "City"), wishes to use the authority granted pursuant to the TIF Authorizing Statutes in connection with exempting from real property taxation certain improvements in the City and constructing certain public infrastructure improvements in the City which will benefit the improvements in order to meet the public health, safety, welfare, and convenience needs of the area, including future development and traffic capacity; and

WHEREAS, this Council has determined to grant a property tax exemption for the parcels comprising the area where such improvements are to be located (the "Montgomery Quarter TIF Incentive District Phase I Site" formerly known as the GRA TIF District); and

WHEREAS, the boundary of the Montgomery Quarter TIF Incentive District Phase I Site shall be coextensive with the boundary of, and shall include, the parcels of real property specifically identified and depicted in Exhibit A attached hereto, which parcels are not more than 300 acres and are enclosed by a continuous boundary; and

WHEREAS, the City Engineer has certified that the public infrastructure serving the district is inadequate to meet the development needs of the district; and

WHEREAS, the population of the City is less than 25,000; and

WHEREAS, this City Council has conducted the required public hearing on the consideration of this Ordinance on May 22, 2019, in accordance with the TIF Authorizing Statutes; and

WHEREAS, pursuant to Sections 5709.40 and 5709.83 of the Ohio Revised Code, notice has been given to the Sycamore Community City School District (the "School District") by a letter dated March 26, 2019, of the consideration of this Ordinance granting a tax increment real property

tax exemption, which exemption was approved by the School District by resolution on March 27, 2019, and this Council will compensate the School District pursuant to a Tax Incentive Agreement to be entered into by and between the City and the School District; and

WHEREAS, pursuant to Sections 5709.40 and 5709.83 of the Ohio Revised Code, notice has been given to the Great Oaks Career Campuses (the "Great Oaks"), in a letter dated March 26, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, and this Board will compensate Great Oaks pursuant to Section 5709.40(D) of the Ohio Revised Code; and

WHEREAS, pursuant to Sections 5709.40 of the Ohio Revised Code, notice has been given to Hamilton County (the "County") by a letter dated _____, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, which exemption was approved by the County by resolution on _____, 2019, and this Council will compensate the County pursuant to a Compensation Agreement to be entered into by and between the City and the County; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery, Hamilton County, State of Ohio, ___ members elected thereto concurring that:

SECTION 10. Pursuant to Section 5709.40(C) of the Ohio Revised Code, this Council hereby creates the "Montgomery Quarter TIF Incentive District Phase I Site", the boundaries of which shall be coextensive with the boundaries of the parcels specifically identified and depicted in Exhibit A attached hereto, which parcels are located in the incorporated area of the City.

SECTION 11. This Council hereby finds and declares that certain public improvements (the "Public Improvements") in the City, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices and alterations to existing streets, including improvements to Montgomery Road, reconstruction of Ronald Regan Highway, construction of a roundabout and construction of new streets; the planning, design and construction of public parking facilities, including parking garages; the planning, design and construction of utilities including but not limited to water, sanitary sewers, gas mains, electric facilities, communication facilities, storm water sewers and detention facilities; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; the creation and/or enhancement of public service facilities, including police and fire stations; the installation of landscaping, retaining walls, and public amenities; demolition of existing buildings; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; and the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit A attached to this Ordinance (such parcels are hereinafter collectively referred to as the "Montgomery Quarter TIF Incentive District Phase I Site"), which parcels are located in the incorporated area of the City, and for the creation of jobs, increasing property values, and the provision of adequate public services in the City. The Public Improvements will not include housing renovations.

SECTION 12. Pursuant to Section 5709.40(C) of the Ohio Revised Code, further improvements to the parcels in the Montgomery Quarter TIF Incentive District Phase I Site occurring after the date of this Ordinance are hereby declared to be a public purpose and are exempt from real property taxation commencing on the first day of the tax year in which an improvement resulting from new construction first appears on the tax list and duplicate of real and public utility property and that begins after December 31, 2020, and ending on the earlier of (1) thirty (30) years from the date the exemption commences or (2) the date on which the Public Improvements as described in Section 1 above that will benefit the Montgomery Quarter TIF Incentive District Phase I Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 7 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will benefit, the Montgomery Quarter TIF Incentive District Phase I Site.

SECTION 13. Pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Council hereby expresses its intention and authorizes the City Manager or any City Official to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments, including a Service Agreement by and between the City and the owners of property within the Montgomery Quarter TIF Incentive District Phase I Site.

SECTION 14. A portion of the Service Payments shall be paid to the School District and Great Oaks in accordance with (i) the terms of a Tax Incentive Agreement, hereby authorized to be entered into by the City Manager, between the City and the School District; and (ii) the provisions of Section 5709.40(D) of the Ohio Revised Code (collectively, the "School Compensation Payments").

SECTION 15. A portion of the Service Payments may be paid to the County in accordance with the terms of a Compensation Agreement, hereby authorized to be entered into by the City Manager, between the City and the County, if such an agreement is requested by the County (the " County Compensation Payments").

SECTION 16. Pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the Montgomery Quarter TIF Incentive District Phase I Site Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Moneys deposited in the Tax Increment Equivalent Fund shall be used only in accordance with Section 5709.43 of the Ohio Revised Code, which authorizes the City to finance the Public Improvement, to make the School Compensation Payments and to make any County Compensation Payments.

SECTION 17. The proper City Officials are hereby authorized to do all things necessary and proper to carry out Sections 1 through 7 of this Ordinance, including but not limited to filing any required applications for tax exemption with the Hamilton County Auditor and/or State Tax Commissioner.

SECTION 18. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the Director of Finance is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth herein remains in effect, the Director of Finance or other authorized officer of this City shall prepare and submit to the Director of the Ohio Development Services Agency the status report required under Section 5709.40(I) of the Ohio Revised Code.

SECTION 19. The Director of Finance is hereby directed to forward a copy of this Ordinance to the County Auditor of Hamilton County.

SECTION 11. This Ordinance shall take effect at the earliest possible date allowable by law.

PASSED: _____

ATTEST: _____ _____

Connie M. Gaylor, Clerk of Council Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

_____

Terrence M. Donnellon, Law Director

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. ___-_____.

_____
Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the county auditor.

_____
Clerk of Council

Dated: _____, 2019

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

_____
County Auditor

Dated: _____, 2019

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Ordinance.

_____
President, Sycamore Community City School District

Dated: _____, 2019

EXHIBIT A

Montgomery Quarter TIF Incentive District Phase I
Real Property Description

Approximately 1.1462 acres of real property located in the City of Montgomery, Hamilton County, Ohio:

Hamilton County Auditor's Parcel No.

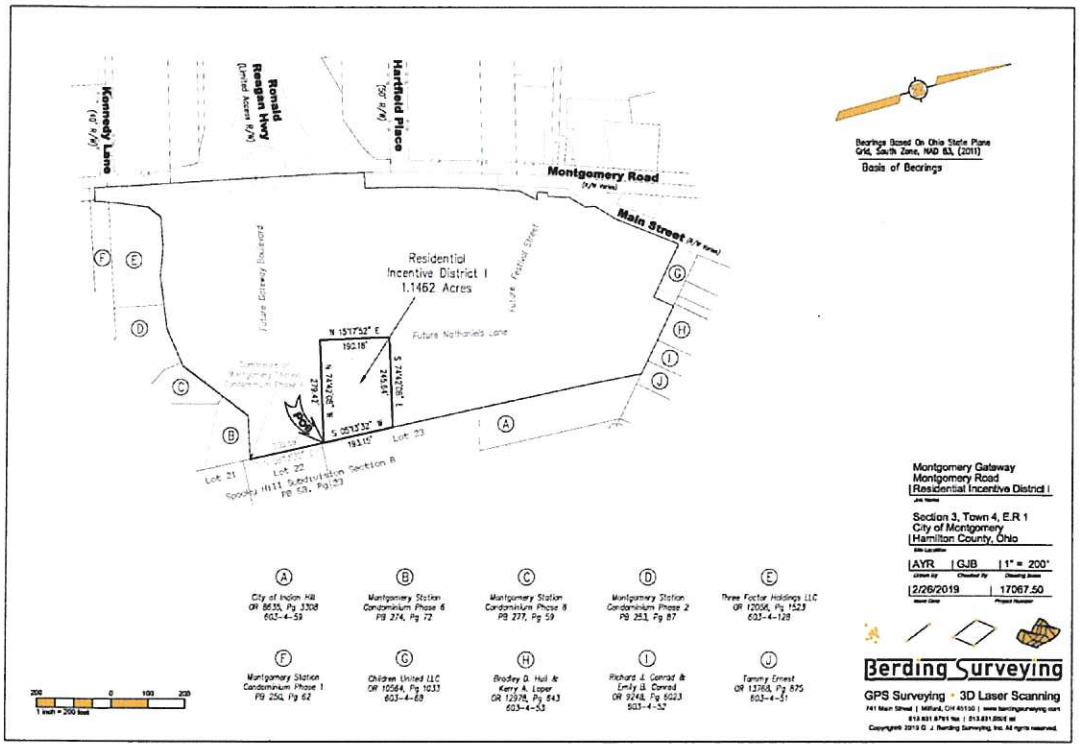


EXHIBIT B-3

5709.40(C) PHASE II TIF INCENTIVE DISTRICT ORDINANCE
ORDINANCE NO. _____

DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN THE CITY OF MONTGOMERY, OHIO, TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(C) OF THE OHIO REVISED CODE, (MONTGOMERY QUARTER TIF INCENTIVE DISTRICT II) EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND A SERVICE AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND.

WHEREAS, Section 5709.40 et seq. of the Ohio Revised Code (the "TIF Authorizing Statutes") authorizes municipal corporations to participate in a financing technique commonly known as a tax increment financing; and

WHEREAS, this City Council ("Council") of the City of Montgomery, Ohio (the "City"), wishes to use the authority granted pursuant to the TIF Authorizing Statutes in connection with exempting from real property taxation certain improvements in the City and constructing certain public infrastructure improvements in the City which will benefit the improvements in order to meet the public health, safety, welfare, and convenience needs of the area, including future development and traffic capacity; and

WHEREAS, this Council has determined to grant a property tax exemption for the parcels comprising the area where such improvements are to be located (the "Montgomery Quarter TIF Incentive District Phase II Site" formerly known as the GRA TIF District); and

WHEREAS, the boundary of the Montgomery Quarter TIF Incentive District Phase II Site shall be coextensive with the boundary of, and shall include, the parcels of real property specifically identified and depicted in Exhibit A attached hereto, which parcels are not more than 300 acres and are enclosed by a continuous boundary; and

WHEREAS, the City Engineer has certified that the public infrastructure serving the district is inadequate to meet the development needs of the district; and

WHEREAS, the population of the City is less than 25,000; and

WHEREAS, this City Council has conducted the required public hearing on the consideration of this Ordinance on May 22, 2019, in accordance with the TIF Authorizing Statutes; and

WHEREAS, pursuant to Sections 5709.40 and 5709.83 of the Ohio Revised Code, notice has been given to the Sycamore Community City School District (the "School District") by a letter dated March 26, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, which exemption was approved by the School District by resolution on March 27, 2019, and this Council will compensate the School District pursuant to a Tax Incentive Agreement to be entered into by and between the City and the School District; and

WHEREAS, pursuant to Sections 5709.40 and 5709.83 of the Ohio Revised Code, notice has been given to the Great Oaks Career Campuses (the "Great Oaks"), in a letter dated March 26, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, and this Board will compensate Great Oaks pursuant to Section 5709.40(D) of the Ohio Revised Code; and

WHEREAS, pursuant to Sections 5709.40 of the Ohio Revised Code, notice has been given to Hamilton County (the "County") by a letter dated _____, 2019, of the consideration of this Ordinance granting a tax increment real property tax exemption, which exemption was approved by the County by resolution on _____, 2019, and this Council will compensate the County pursuant to a Compensation Agreement to be entered into by and between the City and the County; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery, Hamilton County, State of Ohio, ___ members elected thereto concurring that:

SECTION 20. Pursuant to Section 5709.40(C) of the Ohio Revised Code, this Council hereby creates the "Montgomery Quarter TIF Incentive District Phase II Site", the boundaries of which shall be coextensive with the boundaries of the parcels specifically identified and depicted in Exhibit A attached hereto, which parcels are located in the incorporated area of the City.

SECTION 21. This Council hereby finds and declares that certain public improvements (the "Public Improvements") in the City, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices and alterations to existing streets, including improvements to Montgomery Road, reconstruction of Ronald Regan Highway, construction of a roundabout and construction of new streets; the planning, design and construction of public parking facilities, including parking garages; the planning, design and construction of utilities including but not limited to water, sanitary sewers, gas mains, electric facilities, communication facilities, storm water sewers and detention facilities; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; the creation and/or enhancement of public service facilities, including police and fire stations; the installation of landscaping, retaining walls, and public amenities; demolition of existing buildings; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; and the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, are a public purpose and that those Public Improvements are necessary for the further development of the parcels of land described in Exhibit A attached to this Ordinance (such parcels are hereinafter collectively referred to as the "Montgomery Quarter TIF Incentive District Phase II Site"), which parcels are located in the incorporated area of the City, and for the creation of jobs, increasing

property values, and the provision of adequate public services in the City. The Public Improvements will not include housing renovations.

SECTION 22. Pursuant to Section 5709.40(C) of the Ohio Revised Code, further improvements to the parcels in the Montgomery Quarter TIF Incentive District Phase II Site occurring after the date of this Ordinance are hereby declared to be a public purpose and are exempt from real property taxation commencing on the first day of the tax year in which an improvement resulting from new construction first appears on the tax list and duplicate of real and public utility property and that begins after December 31, 2020, and ending on the earlier of (1) thirty (30) years from the date the exemption commences or (2) the date on which the Public Improvements as described in Section 1 above that will benefit the Montgomery Quarter TIF Incentive District Phase II Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 7 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will benefit, the Montgomery Quarter TIF Incentive District Phase II Site.

SECTION 23. Pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Council hereby expresses its intention and authorizes the City Manager or any City Official to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments, including a Service Agreement by and between the City and the owners of property within the Montgomery Quarter TIF Incentive District Phase II Site.

SECTION 24. A portion of the Service Payments shall be paid to the School District and Great Oaks in accordance with (i) the terms of a Tax Incentive Agreement, hereby authorized to be entered into by the City Manager, between the City and the School District; and (ii) the provisions of Section 5709.40(D) of the Ohio Revised Code (collectively, the "School Compensation Payments").

SECTION 25. A portion of the Service Payments may be paid to the County in accordance with the terms of a Compensation Agreement, hereby authorized to be entered into by the City Manager, between the City and the County, if such an agreement is requested by the County (the " County Compensation Payments").

SECTION 26. Pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the Montgomery Quarter TIF Incentive District Phase II Site Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Moneys deposited in the Tax Increment Equivalent Fund shall be used only in accordance with Section 5709.43 of the Ohio Revised Code, which authorizes the City to finance the Public Improvement, to make the School Compensation Payments and to make any County Compensation Payments.

SECTION 27. The proper City Officials are hereby authorized to do all things necessary and proper to carry out Sections 1 through 7 of this Ordinance, including but not limited

to filing any required applications for tax exemption with the Hamilton County Auditor and/or State Tax Commissioner.

SECTION 28. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the Director of Finance is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth herein remains in effect, the Director of Finance or other authorized officer of this City shall prepare and submit to the Director of the Ohio Development Services Agency the status report required under Section 5709.40(I) of the Ohio Revised Code.

SECTION 29. The Director of Finance is hereby directed to forward a copy of this Ordinance to the County Auditor of Hamilton County.

SECTION 11. This Ordinance shall take effect at the earliest possible date allowable by law.

PASSED: _____

ATTEST: _____ _____

Connie M. Gaylor, Clerk of Council Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

_____

Terrence M. Donnellon, Law Director

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. ___-_____.

_____
Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the county auditor.

_____
Clerk of Council

Dated: _____, 2019

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

_____
County Auditor

Dated: _____, 2019

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Ordinance.

_____
President, Sycamore Community City School District

Dated: _____, 2019

EXHIBIT A

Montgomery Quarter TIF Incentive District Phase II
Real Property Description

Approximately 1.9043 acres of real property located in the City of Montgomery, Hamilton County, Ohio:

Hamilton County Auditor's Parcel No.

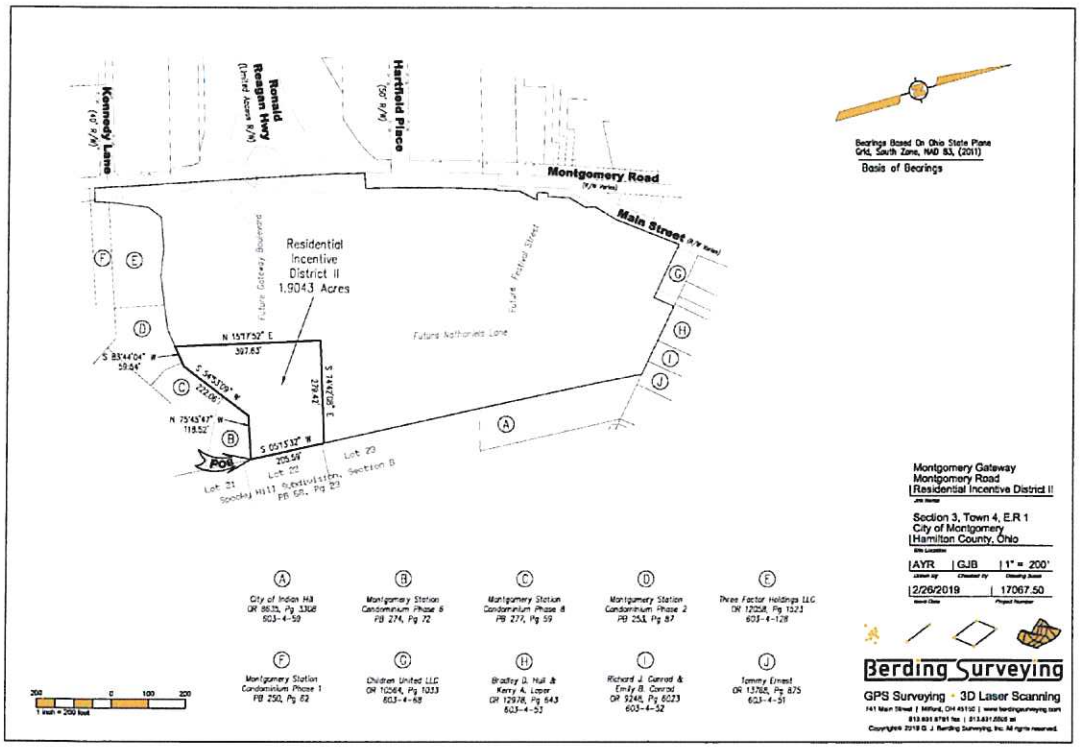


EXHIBIT C-1

PHASE I EXEMPTED PROPERTY

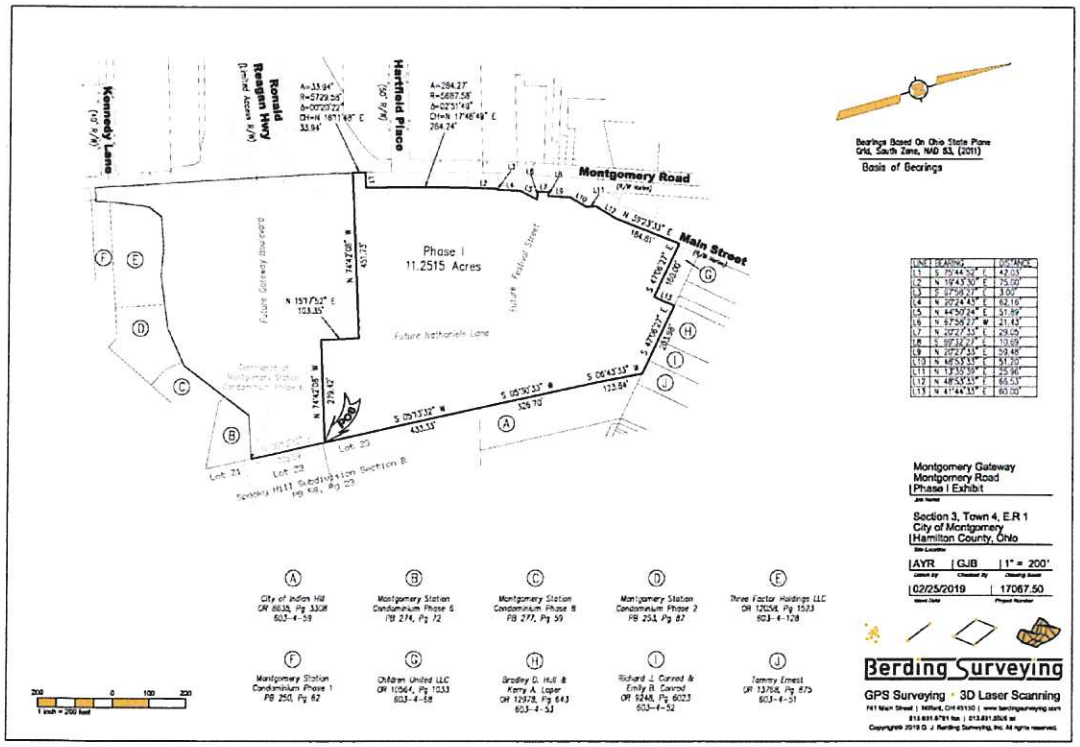
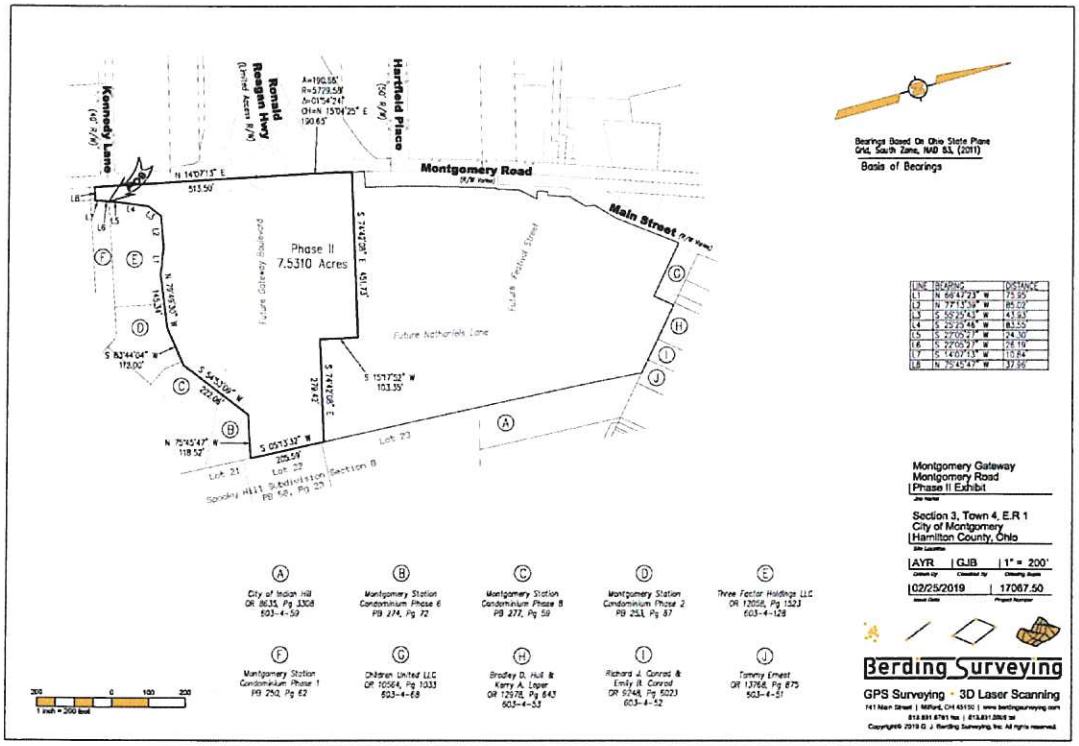


EXHIBIT C-2

PHASE II EXEMPTED PROPERTY



Donnellon
Donnellon & Miller
A LEGAL PROFESSIONAL ASSOCIATION

Terrence M. Donnellon
513-891-7087
tmd@donnellonlaw.com

TO: Mayor Chris Dobrozsi
Members of City Council

FROM: Terrence M. Donnellon

RE: Amending Ordinance No. 11, 2020
To Increase Limits for Issuance of
Special Obligation Revenue Bonds

DATE: October 2, 2020

Council previously enacted Ordinance No. 11, 2020 which authorized the City to issue Special Obligation Revenue Bonds in an amount not to exceed $23 Million Dollars to fund public improvements in the Montgomery Quarter Project. The final budget for the garage has been detailed at $18 Million Dollars which, with the $1 Million Dollars the City is to receive from the TIF Bonds, requires a net fund of $19 Million Dollars. Current market conditions would require a total borrow just short of $23 Million Dollars to achieve this net fund.

Given market uncertainty and volatility, it was recommended by our bond advisors that we increase the authorized limit to $25 Million Dollars so that the authorization is in place if at the time the bonds are sold market rates have adjusted and a gross amount is necessary in excess of $23 Million Dollars. Increasing the limit does not increase the amount to be borrowed, but only increases the authorized limit for what will be borrowed to net the $18 Million Dollar Construction Fund and the $1 Million Dollar reimbursement to the City.

Council is asked to enact this Ordinance as an emergency so that it will take effect immediately. This will enable us to quickly move into the bond market and take advantage of the current low interest rates, as well as to have the funding available to begin the anticipated construction November 1, 2020. This initial construction includes two garages for Stage 1 of the development.

Respectfully submitted,

Terrence M. Donnellon,
Law Director

TMD/lld
Enclosure
cc: Brian Riblet, City Manager
Connie Gaylor, Administrative Coordinator
Department Heads
File

ORDINANCE NO. , 2020

AN ORDINANCE AMENDING ORDINANCE NO. 11, 2020 TO INCREASE THE AUTHORIZED LIMITS FOR THE ISSUANCE OF SPECIAL OBLIGATION REVENUE BONDS OF THE CITY OF MONTGOMERY AND DECLARING AN EMERGENCY

WHEREAS, on July 1, 2020, Council did enact Ordinance No. 11, 2020 entitled *An Ordinance Authorizing the Issuance of Not to Exceed $23,000,000 Special Obligation Revenue Bonds of the City of Montgomery; Providing for the Pledge of Revenues for the Payment of Such Bonds; Authorizing a Trust Agreement Appropriate for the Protection and Disposition of Such Revenues and to Further Secure Such Bonds; Authorizing an Official Statement; Authorizing Other Necessary and Appropriate Documents; and Authorizing Other Actions in Connection with the Issuance of Such Bonds*; and

WHEREAS, such Ordinance became effective July 31, 2020, thirty days after its enactment; and

WHEREAS, the Administration has recommended that City Council increase the limit on the amount of the bonds to be issued to be able to establish from the net proceeds from such bonds a $19 Million Dollar Fund for the construction of certain public improvements in the Montgomery Quarter Project Site, and to provide reimbursement to the City for engineering and design cost previously incurred; and

WHEREAS, while it is projected that the $23 Million Dollar ceiling established by Ordinance No. 11, 2020 may be sufficient, to account for potential changes in the interest rates, Council does hereby desire to authorize the ceiling for such bonds to be increased from $23 Million Dollars to $25 Million Dollars.

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

SECTION 1. Ordinance No. 11, 2020 entitled *An Ordinance Authorizing the Issuance of Not to Exceed $23,000,000 Special Obligation Revenue Bonds of the City of Montgomery; Providing for the Pledge of Revenues for the Payment of Such Bonds; Authorizing a Trust Agreement Appropriate for the Protection and Disposition of Such Revenues and to Further Secure Such Bonds; Authorizing an Official Statement; Authorizing Other Necessary and Appropriate Documents; and Authorizing Other Actions in Connection with the Issuance of Such Bonds* is hereby amended to repeal the current Section 3 of Ordinance No. 11, 2020 and to replace it with the following:

> *SECTION 3. Terms of the Bonds. The Bonds of the City shall be issued in the principal sum of not to exceed $25,000,000, for the purposes aforesaid. The Bonds shall be designated "Special Obligation Revenue Bonds, Series 2020 (Montgomery Quarter Phase I Project)" and may have other distinguishing series or name designations as determined by the Finance Director. The Bonds shall be dated the date of issuance if authenticated prior to the first interest payment date on the Bonds and otherwise will be dated as of the interest payment date next preceding the date the Bonds are authenticated, except that if the Bond is authenticated on an interest payment date, it will be dated as of such date of authentication; provided that if at the time of authentication, interest hereon is in default, the Bond will be dated as of the date to which interest has been paid. The Bonds shall be issued as fully registered bonds in the denomination of $5,000 each or any integral multiple thereof. However, temporary bonds may be issued pending delivery of bonds in definitive form. The Bonds shall bear interest at the rates, payable semi-annually on each June 1 and December 1, commencing December 1, 2020, or as otherwise set forth in the Bond Purchase Agreement, as hereinafter defined and authorized, until maturity, and shall mature on the 1st day of December, in such years and principal amounts as are agreed upon by the City and the Original Purchaser. Such principal amounts and interest rates as are agreed upon shall be set forth in the Bond Purchase Agreement authorized in Section 5 hereof, and the City's approval shall be evidenced by the signatures of the City Manager and the Finance Director on the Bond Purchase Agreement, without further action by this Council.*
>
> *The Bonds are subject to redemption prior to maturity at the option of the City in whole or in part, as set forth in the Bond Purchase Agreement.*

Notice of the call for redemption of the Bonds, specifying the numbers of the Bonds to be redeemed, shall be sent by the Trustee, as defined herein, by first class mail to the registered holders thereof, not less than thirty (30) days nor more than sixty (60) days prior to the date of redemption, upon which date all interest upon the Bonds or portions thereof so called shall cease except those as to which default shall be made, upon presentation, in the payment of the redemption price. Prior to any notice of call for redemption funds for such redemption shall be on deposit with the Trustee and the City shall direct the Trustee in writing to make any notice of call for redemption, except mandatory sinking fund redemption.

If less than all of the Bonds shall be called for redemption at the option of the City, those Bonds to be called shall be determined by the Trustee by lot, provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or any integral multiple thereof.

The Bonds shall initially be numbered from R-1 upwards; provided, however, that in the event of the exchange or transfer of any Bond, any new Bonds issued by the Trustee as a result of such exchange or transfer shall be numbered in a manner which will assure that such new Bonds retain the same terms with respect to redemption as were possessed by the exchanged or transferred Bonds.

The principal of, and interest on, the Bonds shall be payable to the registered holders thereof by check or draft of the Trustee, as paying agent, and such payment shall be made without deduction for the services of such paying agent. At the written request of the registered owner of at least $100,000 aggregate principal amount of the Bonds received by the Trustee at least one business day prior to the corresponding record date, interest accrued on the Bonds will be payable by wire transfer within the continental United States in immediately available funds to the bank account number of such owner specified in such request and entered by the Trustee on the registration records; provided that interest payable at maturity or upon redemption shall be paid only upon presentation and surrender of such owner's Bonds.

SECTION 2. All other terms and provisions of Ordinance No. 11, 2020 are hereby ratified and reaffirmed as if fully set forth herein.

SECTION 3. In order to timely issue such bonds to be able to fund anticipated construction for public improvements in the Montgomery Quarter Project Phase 1, this Ordinance is hereby declared to be an emergency necessary for the

preservation of the public health, safety and welfare, and it shall take effect immediately upon 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
A CHARMING PAST. A GLOWING FUTURE.

MEMORANDUM

October 2, 2020

TO: Montgomery City Council

FROM: Brian K. Riblet, City Manager BKR

SUBJECT: Legislation Request to Participate in the Hamilton County "CARES Funding" Program

Request

It is necessary for City Council to consider a Resolution allowing the City of Montgomery to participate in the Hamilton County "CARES Funding" Program and affirming that any funds received will only be applied to eligible COVID-19 pandemic related expenses.

Financial Impact

If approved, funds will be based upon the computation used in conjunction with Hamilton County's Undivided Local Government Fund. The Hamilton County Board of Commissioners have calculated the maximum amount for the City of Montgomery to be eligible for is $174,616.00

Background

The Hamilton County Board of Commissioners recognizes that the 49 local political jurisdictions that are located within the geographical boundaries of Hamilton County have been impacted by the COVID-19 public health crisis. To assist in offsetting the resulting financial burden from COVID-19, the Board of Commissioners has allocated $25 million of its CARES Act funding to provide direct financial assistance to the local political jurisdictions.

The funds are only to be used for eligible COVID-19 pandemic related expenses incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Recommendation

Staff recommends City Council adopt a Resolution allowing the City of Montgomery to participate in the Hamilton County "CARES Funding" program and affirming that any funds received will only be applied to eligible COVID-19 pandemic related-expenses.

RESOLUTION NO. , 2020

A RESOLUTION AUTHORIZING A 2020 CARES ACT LOCAL JURISDICTION AGREEMENT

WHEREAS, through the CARES Act, a $150 Billion Dollar Coronavirus Relief Fund was established by the federal government to provide payments to state, local and tribal governments navigating the negative and devastating impacts of the COVID-19 pandemic; and

WHEREAS, Hamilton County has been allocated $25 Million Dollars from the Coronavirus Relief Fund to be distributed among the jurisdictions within Hamilton County, Ohio for reimbursement of certain necessary expenditures incurred due to the public health emergency; and

WHEREAS, Council previously did pass Resolution No. 21, 2020 approving the process to receive and disburse Coronavirus Relief Funds; and

WHEREAS, Hamilton County has requested that the City enter into a specific Local Jurisdiction Agreement in order to receive funding through this program. A copy of such Agreement is attached hereto as Exhibit A; and

WHEREAS, Council does desire to approve such Agreement and to authorize the City Manager to execute the Agreement and to execute any additional documentation necessary to participate in CARES Act funding.

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

SECTION 1. Council does hereby approve the attached 2020 CARES Act Local Jurisdiction Agreement.

SECTION 2. The City Manager is authorized to execute the attached Local Jurisdiction Agreement and with the Director of Finance to execute any and all additional documentation necessary to receive CARES Act funding through Hamilton County and to implement this reimbursement program.

SECTION 3. CARES Act funding received from Hamilton County may only be expended for the purposes outlined in Resolution No. 21, 2020, consistent with the CARES Act and according to the Local Jurisdiction Agreement authorized herein.

SECTION 4. 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

FINAL
9-23-2020

2020 CARES ACT
LOCAL JURISDICTION AGREEMENT

This Agreement is entered into on _____, 2020, by and between the Board of County Commissioners, Hamilton County, Ohio ("Board") and The City of Montgomery, ("Local Jurisdiction"), located at 10101 Montgomery Road, Montgomery, Ohio, 45242, sometimes collectively referred to in this Agreement as "Parties."

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency ("Pandemic"); and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was passed establishing a $150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, as a county with a population that exceeds 500,000, Hamilton County ("County") is a unit of local government eligible for receipt of direct payment under the CARES Act, and as such received $142 Million from the Coronavirus Relief Fund; and

WHEREAS, the Board passed a resolution on June 2, 2020 authorizing the County Administrator to appropriate and implement programming consistent with the County's CARES Act Plan which included, among other priorities, assistance for municipalities and townships; such plan was amended by Board on July 30, 2020 and August 27, 2020; and,

WHEREAS, Board has allocated $25,000,000 in CARES Act funding to municipalities and townships located within the geographical boundaries of County for reimbursement of certain necessary expenditures incurred due to the public health emergency with respect to the Pandemic; and

WHEREAS, Based upon the computation used in conjunction with County's Undivided Local Government Fund, Board has calculated the maximum amount of CARES Act funding that Local Jurisdiction will be able to receive from Board for certain necessary expenditures incurred due to the public health emergency with respect to COVID-19 as $174,616.00; and

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. Amount of Grant.

Board hereby grants and awards to Local Jurisdiction, a municipality or township located within the geographical boundaries of County, an amount up to **$174,616.00** ("Grant").

2. Uses of Grant Funding.

Grant funding shall only be used to reimburse necessary expenditures incurred by Local Jurisdiction due to the public health emergency with respect to COVID-19. Local Jurisdiction agrees that it will only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State and the Ohio Office of Budget and Management. The receipt and review of documentation as well as the payment of Grant funding by Board to Local Jurisdiction shall in no way be construed as Board's determination or approval of the eligibility of the expenses being reimbursed. In all cases and under all circumstances, Local Jurisdiction is ultimately responsible for the determination of the eligibility of expenses that it submits to the Board for reimbursement.

3. Applicable Time Periods.

Funds provided for hereunder can only be used to reimburse eligible expenses incurred between March 1, 2020 through December 30, 2020, inclusive unless extended by written agreement of the Parties or otherwise terminated as provided herein. Any unused funding shall be forfeited by Local Jurisdiction.

4. Compliance with Program Criteria.

Local Jurisdiction acknowledges and agrees that it will comply with the criteria and requirements set forth in the *LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW*, attached hereto and incorporated herein by reference, as Exhibit A.

5. Compliance with Applicable Law.

Local Jurisdiction agrees to comply with all applicable federal, state, and local laws, rules, and regulations.

6. Ineligible Uses.

If at any time, it is determined that Grant funds have been used to reimburse ineligible costs or expenses of the Local Jurisdiction, all or part of the funding shall be immediately repaid to Board, upon demand. If there is any determination by the federal or state government (including without limitation, the Office of Inspector General or the Ohio Auditor of State) that any funds were expended by Local Jurisdiction in violation of the CARES Act requirements which results in a request for repayment of these funds, then Local Jurisdiction shall provide, upon demand, funds to the Board sufficient to meet any repayment request. If Local Jurisdiction fails to provide the required repayment, then the Board reserves the right to pursue all necessary legal means to recoup said funds. If Local Jurisdiction determines that any required repayment will be made from funds to be transferred by Board to Local Jurisdiction from the County Undivided Local Government Fund; Board agrees to cooperate with such process. This paragraph shall survive termination or expiration of this Agreement.

7. Classification of Grant Funds.

Funds provided through this Agreement are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance, 2 CFR 200.303 regarding internal controls, 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Local Jurisdiction agrees to remain in compliance with these provisions.

8. Accounting.

Local Jurisdiction shall establish internal controls, including a special revenue fund, to ensure that all required documentation required herein shall be easily accessible and understandable in the case of any audit or review.

9. Other Funding Sources.

Funds provided hereunder shall not be used for costs or expenses that are already being funded by any other federal, state, or local funding sources. Funding paid hereunder shall not supplant any other funding.

10. Reimbursement Requests.

a. Local Jurisdiction shall submit reimbursement request on the Reimbursement Application Form, a form of which is attached hereto and incorporated herein by reference or another form that may be agreed to by

the Parties. All reimbursement requests shall include all source documentation, including without limitation, invoices, packing slips, purchase orders, payroll records, and financial statements that evidence the requested reimbursement request. Reimbursement requests shall be received by Board on or before January 6, 2021. Notwithstanding the above, Local Jurisdiction is encouraged to submit any request for reimbursement as soon as practicable.

b. If Local Jurisdiction requests reimbursement for public safety and public health payroll and personnel costs, Local Jurisdiction must submit all relevant payroll and personnel records/reports, that evidence the amount of payroll and personnel expenses being requested for reimbursement (e.g. position description, rate of pay, hours worked, and any required allocation of time). A Local Jurisdiction shall not include in any reimbursement request any separation payments (e.g. as sick, vacation and comp time), bonuses, payroll for administrative personnel, or any other payroll expense not permitted by federal law and federal or state guidance.

Any submitted request for reimbursement shall include a signed certification from the Chief Executive of the Local Jurisdiction that states that the payroll and personnel costs that are included as a part of the reimbursement request are in compliance with federal law and federal and state guidance.

11. Records and Record Retention.

Local Jurisdiction shall maintain all records, financial or otherwise, relating to the reimbursement of costs and expenses paid for through this Agreement for at least five (5) calendar years after final payment of CARES Funds is received by the Local Jurisdiction. In addition, Local Jurisdiction shall maintain documentation that supports the costs of and conclusions made with respect to the public safety and public health employees or personnel being substantially dedicated to mitigating or responding to COVID-19 health emergency.

Board shall at any reasonable time have the right of access to and review or audit any and all such records pertinent to this Agreement and that said records shall be maintained in a manner to facilitate such reviews and audits.

12. Termination by Local Jurisdiction.

Local Jurisdiction may, at any time, terminate this Agreement, in whole or in part, upon written notification to Board.

13. Compliance.

Local Jurisdiction certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

14. Complete Agreement.

This Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this Agreement.

15. Warranties/ Representations and Required Signature from Local Jurisdiction.

a. Local Jurisdiction warrants and represents that (i) it has the full and unrestricted right, power and authority to enter into this Agreement; (ii) it is duly organized and validly existing under the laws of the State of Ohio, and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; (ii) all required corporate action needed to authorize the execution, delivery and this Agreement and the transactions contemplated hereby have been taken and are in full force and effect; and (iv) this Agreement when duly executed and delivered and constitutes the valid, legal and binding obligation of Local Jurisdiction.

b. Local Jurisdiction shall sign and return this Agreement within thirty (30) days of receipt or may forfeit the funding allocation.

16. Counterparts.

This Agreement may be executed in counterparts. It is not necessary that the signature on behalf of each Party appear on each counterpart copy, so long as each party executes the Agreement. All counterparts of this Agreement collectively constitute a single agreement. County is authorized to combine each party's execution sheets into a single document. An electronic transmitted signature of this Agreement or any document, instrument or agreement hereinafter executed or given in connection with this Agreement shall be considered valid and binding upon the Parties as if an original.

SIGNATURES

IN WITNESS WHEREOF, this Agreement is effective upon the date of the last signature.

THE CITY OF MONTGOMERY

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO

Signature: _____

Print Name: **Jeffrey W. Aluotto**

Title: **County Administrator**

Date Signed: _____

EXHIBIT A

LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW

HAMILTON COUNTY, OHIO
CARES ACT
LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW

The Board of County Commissioners, Hamilton County, Ohio ("Board") recognizes that the 49 local political jurisdictions ("Local Jurisdiction(s)") that are located within the geographical boundaries of Hamilton County have been impacted by the COVID-19 public health crisis. To assist in offsetting the resulting financial burden from COVID-19, the Board has allocated $25 million of its CARES Act funding to provide direct financial assistance ("Program") to the Local Jurisdictions ("CARES Funds" or "CARES Funding"). In determining the amount of funding to be allocated to each of the Local Jurisdictions, the Board used the County Undivided Local Government Fund formula.

Permissible Uses of Funds

The CARES Act provides that payments may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19).

2. Were not accounted for in the Local Jurisdiction's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act). A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Local Jurisdiction will only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State, and the Ohio Office of Budget and Management. Local Jurisdictions are cautioned that guidance changes frequently and later versions may become available.

Ineligible Uses of Funds

If it is determined that CARES Funds have been used to reimburse ineligible costs or expenses of the Local Jurisdiction, all or part of the funding shall be immediately repaid to Board, upon demand.

Accessing Funds

CARES Funds are available to Local Jurisdictions on a reimbursement basis only for those COVID-19 related costs that comply with federal and state guidance. While this guidance continues to evolve, if future guidance is modified in a manner that affects the permitted uses of funds, the Board may, at its discretion, use its best efforts to notify the Local Jurisdictions to make any necessary changes. In all cases and under all circumstances, Local Jurisdiction is ultimately responsible for the determination of the eligibility of expenses that it submits to the Board for reimbursement.

Local Jurisdictions must comply with the following in order to access CARES Funding through the Program:

1. Execute an agreement in a form satisfactory to the Board which sets forth Program requirements and eligible costs and expenses as outlined in U.S. Treasury guidance.

2. Establish internal controls, including setting up a Special Revenue Fund to separately track the receipt and expenditures of the CARES Funds.

3. Return the executed agreement to the Board along with any authorizing resolution of the Local Jurisdiction.

4. Submit a completed Reimbursement Request form for all reimbursement requests. Reimbursement is permitted for eligible expenses incurred between March, 1, 2020 and December 30, 2020. The Reimbursement Request form must be a form substantially similar to that set forth as Attachment A.

5. Comply with the reimbursement timeline set forth below:

    A. Reimbursement requests can be submitted upon final execution of agreement.

    B. Local Jurisdictions are encouraged to submit request for reimbursement as soon as practicable.

C. Local Jurisdictions are encouraged to communicate to Hamilton County as soon as practicable if they will not be utilizing the full funding allocation.

D. Final Reimbursement request must be submitted by close of business on January 6, 2021.

6. Submit copies of all source documentation for eligible expenses at the time the reimbursement request is delivered to the Board. Source documentation includes, without limitation, invoices, packing slips, purchase orders, and financial records evidencing proof of payment. The receipt and review of documentation as well as the payment of CARES funding by Board to Local Jurisdiction shall in no way be construed as Board's determination or approval of the eligibility of the expenses being reimbursed.

7. A Local Jurisdiction that requests reimbursement for public safety or public health payroll costs must submit all relevant payroll and personnel records/reports that evidence the amount of payroll expenses and personnel expenses being requested for reimbursement (e.g. position description, rate of pay, hours worked, any required allocation of time). A Local Jurisdiction shall not include in any reimbursement request any separation payments (e.g. as sick, vacation and comp time), bonuses, payroll for administrative personnel, or any other payroll expense not permitted by federal law and federal or state guidance.

   Any submitted request for reimbursement shall include a signed certification from the Chief Executive of the Local Jurisdiction that states that the payroll and personnel costs that are included as a part of the reimbursement request are in compliance with federal law and federal and state guidance.

8. Local Jurisdiction shall maintain all records, financial or otherwise, relating to the reimbursement of costs and expenses for at least five (5) calendar years after final payment of CARES Funds is received by the Local Jurisdiction. In addition, Local Jurisdiction shall maintain documentation that supports the costs of and conclusions made with respect to the public safety and public health employees or personnel being substantially dedicated to mitigating or responding to COVID-19 health emergency.

Attachment A – Application for Reimbursement

Hamilton County, Ohio
2020 CARES Act, Community Assistance Program

Date and Community Name

Date Submitted
Community Name
Community Address

			Ohio	
	Street	City	State	Zip

Remit Address

			Ohio	
	Street	City	State	Zip

Contact Information

Authorized Official (Chief Executive)
Authorized Official Email
Authorized Official Phone

Secondary Contact Name
Secondary Contact Email
Secondary Contact Phone

Hamilton County, Ohio
2020 CARES Act, Community Assistance Program

Project Budget Summary
Submit/attach all invoices, packing slips, purchase orders, and proof of payment for funded expenditures. If requesting reimbursement for public safety payroll costs, payroll reports demonstrating funds were used for public safety positions must be submitted. ***The expenditures should only include those allowable per the agreement*** (add more rows if necessary).

COVID-19 Expenditures Reimbursement Request

Date	Description of Cost	Amount of Reimbursement Requested
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Total Amount Requested	$ -

☐ By checking this box, I certify that the above expenditures meet the following conditions:
The expenditures have been used to cover those costs that are necessary to respond to the public health emergency with respect to COVID-19;
Were not accounted for in the budget most recently approved as of March 27, 2020,
Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020
Is not already being funded through other local, state, or federal funding sources.
All employees salaries and benefits requested for reimbursement are substantially dedicated to mitigating or responding to COVID-19 public health emergency

Name

Title

RESOLUTION NO. , 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PENN CARE INC. FOR THE PURCHASE OF A 2020 BRAUN E450 CHIEF XL TYPE III AMBULANCE

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

WHEREAS, purchases of goods or services in excess of $50,000 require Council approval and competitive bidding unless an exception is recognized; and

WHEREAS, state law allows an exception to competitive bidding if the purchase is made through the State of Ohio Cooperative Purchasing Program ("Ohio Cooperative Purchasing Program"); and

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

WHEREAS, the Ohio Cooperative Purchasing Program offers an ambulance which, after analysis by the Fire Department, meets the needs for its replacement vehicle; and

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

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

SECTION 1. The City Manager is hereby authorized to acquire from Penn Care Inc. through the Ohio Cooperative Purchasing Program, State Term Schedule #800818, One (1) 2020 Braun Chief XL Type III Ambulance in an amount not to exceed $206,000.00 consistent with the specifications reviewed and approved by the Fire and EMS Department.

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. , 2020

AN ORDINANCE MODIFYING SECTION 132.14, *NOISE*, OF THE MONTGOMERY CODE OF ORDINANCES

WHEREAS, in a recent survey, residents of the community voiced their concerns regarding excess noise generated from construction activities, particularly as older properties are repurposed with new residential construction; and

WHEREAS, the Administrative staff has reviewed these concerns with the Police Department and surveyed surrounding communities to make a recommendation to the Planning, Zoning and Landmarks Committee of Council to update Section 132.14, *Noise*, of the Code of Ordinances to regulate the hours of construction and to set a more objective standard for determining when excess noise is spilling over from a property; and

WHEREAS, after Staff reviewed the recommended changes with the Planning, Zoning and Landmarks Committee of Council, the Committee endorsed the recommendations from Staff which are incorporated herein.

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

SECTION 1. Section 132.14, *Noise*, of the Code of Ordinances shall be amended as follows:

There shall be added to subsection (A) entitled *Definitions* the following term:

CONSTRUCTION WORK. Any type of work which requires a building and/or zoning permit.

SECTION 2. Existing subsection (C) of Section 132.14 is hereby revoked and deleted with the following subsection (C) to be substituted:

(C) To mitigate excess noise, any Construction Work on a property within the City, whether residential or commercial, shall only occur between the hours of 7:00 AM and 9:00 PM, Monday through Friday, and between the hours of 9:00 AM and 8:00 PM on Saturdays and Sundays.

SECTION 3. A new subsection (D) shall be added to Code Section 132.14 reading as follows:

(D) No person shall generate or permit to be generated unreasonable noise or loud sound that is likely to cause inconvenience or annoyance to persons of ordinary sensibilities between the hours of 10:00 PM and 7:00 AM, by reason of a sound generating or sound amplifying device. Any such broadcast sound in excess of 60 decibels, as measured at a position or positions at the complaint's property line closest to the noise source or at a location along the boundary line from which the noise is being generated, shall presumptively be deemed unreasonable noise.

SECTION 4. Previous subsection (D) of Section 132.14 shall now be subsection (E), and subsection (E) shall now become subsection (F), provided, however, that within the new subsection (E) the following exemptions shall be added:

(6) Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control instruction.

(7) Noises resulting from excavations, installation or repairs of public utilities, bridges, streets or highway by or on behalf of a public utility, the

City, County or State when public health, safety, welfare and convenience renders it impractical to perform such work during the hours of the day outlined in subsection (C) above for Construction Work.

SECTION 5. Other parts or sections of Section 132.14, *Noise*, of the Code of Ordinances is hereby ratified and reaffirmed.

SECTION 6. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 7. All sections, subsections, parts and provisions of this Ordinance are hereby declared to be independent sections, subsections, parts and provisions, and the holding of any section, subsection, part or provision to be unconstitutional, void or ineffective for any reason shall not affect or render invalid any other section, subsection, part or provision of this Ordinance.

SECTION 8. 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

ORDINANCE NO. , 2020

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONTGOMERY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021

WHEREAS, Council previously did approve and submit to the Budget Commission a Budget for revenues and expenses for the fiscal year commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the proposed Budget has been accepted and approved, and Council does desire to appropriate funds according to the Budget to meet current expenses and other expenditures for the 2021 fiscal year.

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

SECTION 1. Commencing January 1, 2021 and for the fiscal year ending December 31, 2021, in order to provide for the current expenses and other expenditures of the City, the sums detailed on the attached Budget schedule are hereby appropriated as if such schedule is fully set forth herein.

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

PASSED:_____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

_____
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

_____
Terrence M. Donnellon, Law Director

Attachment to 2021 Appropriation Ordinance

General Fund

101 Police Department	Personnel	3,510,651
	Nonpersonnel	480,422
	Total	**$3,991,073**
106 Disaster Services	Personnel	0
	Nonpersonnel	9,300
	Total	**$9,300**
201 Public Health and Welfare	Personnel	58,250
	Nonpersonnel	0
	Total	**$58,250**
301 Recreation	Personnel	258,539
	Nonpersonnel	103,346
	Total	**$361,885**
303 City Parks	Personnel	357,908
	Nonpersonnel	243,000
	Total	**$600,908**
317 Swaim and Terwilliger Lodges	Personnel	0
	Nonpersonnel	42,900
	Total	**$42,900**
321 Special Events	Personnel	0
	Nonpersonnel	109,077
	Total	**$109,077**
405 Landmarks Commission	Personnel	0
	Nonpersonnel	15,250
	Total	**$15,250**
406 City Beautiful	Personnel	0
	Nonpersonnel	141,758
	Total	**$141,758**
407 Development	Personnel	407,513
	Nonpersonnel	418,800
	Total	**$826,313**
408 Planning Commission	Personnel	0
	Nonpersonnel	8,900
	Total	**$8,900**
409 Historical Building Operations	Personnel	0
	Nonpersonnel	75,663
	Total	**$75,663**
701 City Administration	Personnel	526,010
	Nonpersonnel	29,000
	Total	**$555,010**
702 Finance Department	Personnel	658,844
	Nonpersonnel	83,725

	Total	**$742,569**
703 Legal Administration	Personnel	0
	Nonpersonnel	240,500
	Total	**$240,500**
705 City Council	Personnel	18,423
	Nonpersonnel	4,400
	Total	**$22,823**
707 Mayor's Court	Personnel	31,996
	Nonpersonnel	76,908
	Total	**$108,904**
708 Civil Service Commission	Personnel	0
	Nonpersonnel	4,650
	Total	**$4,650**
709 Public Works Administration	Personnel	578,089
	Nonpersonnel	178,400
	Total	**$756,489**
712 Community and Information Services	Personnel	550,108
	Nonpersonnel	147,330
	Total	**$697,438**
715 General Government	Personnel	15,000
	Nonpersonnel	2,999,000
	Total	**$3,014,000**
Total General Fund Transfers/Cash Advances Out		**0**
Total General Fund	Personnel	6,971,331
	Nonpersonnel	5,412,329
	Total	**12,383,660**

Special Revenue Funds

219 Community Oriented Policing Solutions	Personnel	188,984
	Nonpersonnel	3,600
	Total	**$192,584**
220 Law Enforcement Assistance Fund	Personnel	1,000
	Nonpersonnel	0
	Total	**$1,000**
223 Fire Department	Personnel	3,746,948
	Nonpersonnel	1,482,364
	Total	**$5,229,312**
261 Street Maintenance and Repair	Personnel	713,679
	Nonpersonnel	316,325
	Total	**$1,030,004**
209 Memorial Fund	Personnel	0
	Nonpersonnel	4,000
	Total	**$4,000**
210 Parks & Recreation	Personnel	0
	Nonpersonnel	500

	Total	**$500**
215 Law Enforcement	Personnel	0
	Nonpersonnel	69,000
	Total	**$69,000**
216 Drug Enforcement	Personnel	0
	Nonpersonnel	400
	Total	**$400**
217 DUI Enforcement and Education	Personnel	0
	Nonpersonnel	10,500
	Total	**$10,500**
218 Mayor's Court Technology Fund	Personnel	0
	Nonpersonnel	13,707
	Total	**$13,707**
224 FEMA Fund	Personnel	0
	Nonpersonnel	5,000
	Total	**$5,000**
227 Environmental Impact Area I	Personnel	0
	Nonpersonnel	8,000
	Total	**$8,000**
228 Environmental Impact Area II	Personnel	0
	Nonpersonnel	20,150
	Total	**$20,150**
229 Environmental Impact Area III	Personnel	0
	Nonpersonnel	10,000
	Total	**$10,000**
230 Environmental Impact Area IV	Personnel	0
	Nonpersonnel	5,000
	Total	**$5,000**
265 State Highway Fund	Personnel	0
	Nonpersonnel	24,000
	Total	**$24,000**
266 Permissive MVL Fund	Personnel	0
	Nonpersonnel	61,000
	Total	**$61,000**
275 Municipal Pool	Personnel	0
	Nonpersonnel	259,870
	Total	**$259,870**
485 Arts and Amenities	Personnel	0
	Nonpersonnel	84,300
	Total	**$84,300**
Total Special Revenue Funds	Personnel	4,650,611
	Nonpersonnel	2,377,716
	Total	**7,028,327**

Debt Service Funds

324 General Bond Retirement	Personnel	0
	Nonpersonnel	112,500
	Total	**$112,500**
328 Reserve Bond Retirement	Personnel	0
	Nonpersonnel	53,410
	Total	**$53,410**
331 Vintage Club TIF Fund	Personnel	0
	Nonpersonnel	2,385,667
	Total	**$2,385,667**
332 Vintage Club North TIF Fund	Personnel	0
	Nonpersonnel	379,054
	Total	**$379,054**
Total Debt Service Funds	Personnel	0
	Nonpersonnel	2,930,631
	Total	**2,930,631**

Capital Projects Funds

410 Capital Improvements	Personnel	0
	Nonpersonnel	2,799,276
	Total	**$2,799,276**
460 Urban Redevelopment Fund	Personnel	0
	Nonpersonnel	32,150
	Total	**$32,150**
461 Triangle Equivalent TIF Fund	Personnel	0
	Nonpersonnel	170,200
	Total	**$170,200**
463 Vintage Club Capital Construction Fund	Personnel	0
	Nonpersonnel	1,102,000
	Total	**$1,102,000**
464 Montgomery Quarter Construction Fund	Personnel	0
	Nonpersonnel	18,500,000
	Total	**$18,500,000**
465 Montgomery Quarter Roundabout Fund	Personnel	0
	Nonpersonnel	700,000
	Total	**$700,000**
480 Downtown Improvements	Personnel	0
	Nonpersonnel	520,550
	Total	**$520,550**
Total Capital Projects Funds	Personnel	0
	Nonpersonnel	23,824,176
	Total	**23,824,176**

Fiduciary Funds

875 Compensated Absence	Personnel	50,000
	Nonpersonnel	0
	Total	**$50,000**

546 Trust Reimbursements	Personnel	0
	Nonpersonnel	100,000
	Total	**$100,000**
601 State Fees	Personnel	0
	Nonpersonnel	8,000
	Total	**$8,000**
836 Historical Trust Fund	Personnel	0
	Nonpersonnel	34,613
	Total	**$34,613**
840 Cemetery Expendable Trust	Personnel	0
	Nonpersonnel	61,650
	Total	**$61,650**
890 Unclaimed Moneys Fund	Personnel	0
	Nonpersonnel	1,000
	Total	**$1,000**
Total Fiduciary Funds	Personnel	50,000
	Nonpersonnel	205,263
	Total	**255,263**

Total All Funds

Personnel	11,671,942
Nonpersonnel	34,750,115
Total	**46,422,056**

RESOLUTION NO. , 2020

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE HAMILTON COUNTY BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2021; and

WHEREAS, the Budget Commission of Hamilton County, Ohio, has certified its action thereon to the Montgomery City Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and what part thereof is without, and what part is within the ten-mill tax limitation.

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

SECTION 1. The rates, as determined by the Budget Commission in its certification, as set forth on the attached Schedule A, are hereby accepted.

SECTION 2. There is hereby levied on the City of Montgomery's tax duplicate the rate of each tax necessary to be levied without and within the ten-mill limitation, as detailed on attached Schedule A, which Schedule A is adopted by reference as if fully restated herein.

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

County of Hamilton

DUSTY RHODES
AUDITOR
COUNTY ADMINISTRATION BUILDING
138 EAST COURT STREET
CINCINNATI, OHIO 45202

August 7, 2020

Katie Smiddy, Finance Director
City of Montgomery
10101 Montgomery Road
Cincinnati, Ohio 45242

Dear Ms. Smiddy:

The tax rates and estimated revenue shown below will be presented to the Budget Commission for approval on September 8, 2020.

The estimates have been prepared using approximately 97% of the current duplicate for real and public utility, and a conservative increase for new construction. Included in the estimates are all State reimbursements for the non-business and owner occupied credits and the homestead exemption. Worksheets showing these calculations are enclosed for your reference.

Please review the tax rates and estimated revenues. If you have any questions, please contact Tammy Disque at 946-4210, by August 28, 2020.

FUND	TAX LEVY	2021 ESTIMATED REVENUE
General	4.50	$2,623,500
Fire/EMS	11.55	5,522,208

Sincerely,

DUSTY RHODES, AUDITOR
HAMILTON COUNTY, OHIO

DR/ek

GENERAL FUND

CURRENT TAX YEAR		2019	EFFECTIVE	RES/AG	EFFECTIVE	OTHER		PUPP	TANG PP	TAX CALCULATION TOTAL			
FULL RATE	RES/AG	OTHER	RATE	471,500,000	RATE	97,300,000	FULL	10,000,000	0	578,800,000			
INSIDE	FACTOR	FACTOR	RES/AG		OTHER		RATE						TOTAL
3.00	0.000000	0.000000	3.000000	1,414,500	3.000000	291,900	3.00	30,000	0	1,736,400	0	0	1,736,400
OUTSIDE													
1.50	0.000000	0.000000	1.500000	707,250	1.500000	145,950	1.50	15,000	0	868,200	0	0	868,200
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
1.50			1.500000	707,250	1.500000	145,950	1.50	15,000	0	868,200	0	0	868,200
TOTAL													
4.50			4.500000	2,121,750	4.500000	437,850	4.500000	45,000	0	0 0 2,604,600	0	0	2,604,600

GENERAL FUND

UPCOMING TAX YEAR		2020		RES/AG		OTHER		PUPP	TANG PP	TOTAL			
NEW ESTIMATED DUPLICATE:				475,000,000		98,000,000		10,000,000	0	583,000,000			
FULL RATE	RES/AG	OTHER	RATE	475,000,000	EFFECTIVE RATE	98,000,000	FULL			583,000,000			
INSIDE	FACTOR	FACTOR	RES/AG		OTHER		RATE						TOTAL
3.00	0.000000	0.000000	3.000000	1,425,000	3.000000	294,000	3.00	30,000	0	1,749,000	0	0	1,749,000
OUTSIDE													
1.50	0.000000	0.000000	1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	0	874,500
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
1.50			1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	0	874,500
NEW LEVY													
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0			0
TOTAL													
4.50			4.500000	2,137,500	4.500000	441,000	4.500000	45,000	0	2,623,500	0	0	2,623,500

TAX SUMMARY	GENERAL FUND		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	1,749,000	0	1,749,000
OUTSIDE 10 MILL	874,500	0	874,500
TOTAL	**2,623,500**	**0**	**2,623,500**
Less Roll/Hmstd	299,250		299,250
Less PUPP Reimbursement	0		0
NET LEVY	**2,324,250**	**0**	**2,324,250**
STATE REIMBURSEMENTS	**299,250**	**0**	**299,250**
GROSS LEVY PROCEEDS	**2,623,500**	**0**	**2,623,500**

NEW CONSTRUCTION		REAPPRAISAL	
RESAG	3,500,000	RES/AG	0.00
OTHER	700,000	COMM/IND	0.00
PUPP	0		
PP	0		

REVENUE

Income Tax	7,672,727	TOTAL RESOURCES	22,898,970
Other local Taxes	100	TOTAL EXPENDITURES	12,517,507
Estate Tax	0		
Cigarette Tax	100	LGF - County	0
Liquor Tax	22,500	Financial Institutions	0
LGF-State	16,200	LGF - Revenue Assistance	0
0	0	Library & LGF Revenue Asst	0
Grants	2,000		
Interest Income	210,000	REQUIRED TAX LEVY	10,381,463
Special Assessments	0		
Bldg & Construction Permits	325,000		
Charges for Services	409,858		
Fines, Licenses & Permits	118,050		
Miscellaneous	117,039		
Transfers In	90		
Advances	0		
TOTAL REVENUE	8,893,664		
BEGINNING CASH BALANCE	14,005,306		
TOTAL RESOURCES	22,898,970		

Real Estate - 0111	**2,324,250**
Personal Property - 0113	**0**
TPP Reimbursement - 0141	**0**
Rollback & Homestead - 0142	**299,250**
PUPP - Reimbursement - 0143	**0**
TOTAL TAX LEVY	**2,623,500**

GENERAL FUND

UPCOMING TAX YEAR 2020

NEW ESTIMATED DUPLICATE: FULL RATE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG	RES/AG 475,000,000 / 475,000,000	EFFECTIVE RATE OTHER	OTHER 98,000,000 / 98,000,000	FULL RATE	PUPP 10,000,000	TANG PP 0	TOTAL 583,000,000 / 583,000,000			TOTAL
INSIDE													
3.00	0.000000	0.000000	3.000000	1,425,000	3.000000	294,000	3.00	30,000	0	1,749,000	0	0	1,749,000
OUTSIDE													
1.50	0.000000	0.000000	1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	0	874,500
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0			0
1.50			1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	0	874,500
NEW LEVY													
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0			0
TOTAL													
4.50			4.500000	2,137,500	4.500000	441,000	4.500000	45,000	0	2,623,500	0	0	2,623,500

TAX SUMMARY	GENERAL FUND		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	1,749,000	0	1,749,000
OUTSIDE 10 MILL	874,500	0	874,500
TOTAL	**2,623,500**	**0**	**2,623,500**
Less Roll/Hmstd	299,250		299,250
Less PUPP Reimbursement	0		0
NET LEVY	**2,324,250**	**0**	**2,324,250**
STATE REIMBURSEMENTS	**299,250**	**0**	**299,250**
GROSS LEVY PROCEEDS	**2,623,500**	**0**	**2,623,500**

NEW CONSTRUCTION		**REAPPRAISAL**	
RES/AG	3,500,000	RES/AG	0.00
OTHER	700,000	COMM/IND	0.00
PUPP	0		
PP	0		

REVENUE

Income Tax	7,672,727	TOTAL RESOURCES	22,898,970
Other local Taxes	100	TOTAL EXPENDITURES	12,517,507
Estate Tax	0		
Cigarette Tax	100	LGF - County	0
Liquor Tax	22,500	Financial Institutions	0
LGF-State	16,200	LGF - Revenue Assistance	0
0	0	Library & LGF Revenue Asst	0
Grants	2,000		
Interest Income	210,000	REQUIRED TAX LEVY	10,381,463
Special Assessments	0		
Bldg & Construction Permits	325,000		
Charges for Services	409,858		
Fines, Licenses & Permits	118,050	**Real Estate - 0111**	**2,324,250**
Miscellaneous	117,039	**Personal Property - 0113**	**0**
Transfers In	90	**TPP Reimbursement - 0141**	**0**
Advances	0	**Rollback & Homestead - 0142**	**299,250**
TOTAL REVENUE	8,893,664	**PUPP - Reimbursement - 0143**	**0**
BEGINNING CASH BALANCE	14,005,306		
TOTAL RESOURCES	22,898,970	**TOTAL TAX LEVY**	**2,623,500**

FIRE

CURRENT TAX YEAR		2019	EFFECTIVE RATE	RES/AG 471,500,000	EFFECTIVE RATE	OTHER 97,300,000	FULL RATE	PUPP 10,000,000	TANG PP 0	TAX CALCULATION TOTAL 578,800,000			
FULL RATE INSIDE	RES/AG FACTOR	OTHER FACTOR	RES/AG		OTHER								TOTAL
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
OUTSIDE													
5.55	0.417029	0.197350	3.235489	1,525,533	4.454708	433,443	5.55	55,500	0	2,014,476	0	0	2,014,476
6.00	0.001653	0.000000	5.990082	2,824,324	6.000000	583,800	6.00	60,000	0	3,468,124	0	0	3,468,124
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
11.55			9.225571	4,349,857	10.454708	1,017,243	11.55	115,500	0	5,482,600	0	0	5,482,600
TOTAL													
11.55			9.225571	4,349,857	10.454708	1,017,243	11.550000	115,500	0	0 0 5,482,600	0	0	5,482,600

FIRE — **UPCOMING TAX YEAR 2020**

NEW ESTIMATED DUPLICATE:				RES/AG 475,000,000 475,000,000	EFFECTIVE RATE	OTHER 98,000,000 98,000,000	FULL RATE	PUPP 10,000,000	TANG PP 0	TOTAL 583,000,000 583,000,000			
FULL RATE INSIDE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG		OTHER								TOTAL
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
OUTSIDE													
5.55	0.417029	0.197350	3.235489	1,536,857	4.454708	436,561	5.55	55,500	0	2,028,919	0	0	2,028,919
6.00	0.001653	0.000000	5.990082	2,845,289	6.000000	588,000	6.00	60,000	0	3,493,289	0	0	3,493,289
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
11.55			9.225571	4,382,146	10.454708	1,024,561	11.55	115,500	0	5,522,208	0	0	5,522,208
NEW LEVY													
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0			0
TOTAL													
11.55			9.225571	4,382,146	10.454708	1,024,561	11.550000	115,500	0	5,522,208	0	0	5,522,208

TAX SUMMARY	FIRE		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	0	0	0
OUTSIDE 10 MILL	5,522,208	0	5,522,208
TOTAL	**5,522,208**	**0**	**5,522,208**
Less Roll/Hmstd	241,018		241,018
Less PUPP Reimbursement	0		0
NET LEVY	**5,281,190**	**0**	**5,281,190**
STATE REIMBURSEMENTS	**241,018**	**0**	**241,018**
GROSS LEVY PROCEEDS	**5,522,208**	**0**	**5,522,208**

NEW CONSTRUCTION	
RESAG	3,500,000
OTHER	700,000
PUPP	0
PP	0

REAPPRAISAL	
RES/AG	0.00
COMM/IND	0.00

REVENUE	
Grant	0
Interest	24,500
EMS Fees	175,000
Fines, Licenses & Permits	0
Miscellaneous	0
Transfers In	0
Other Sources	38,640
TOTAL REVENUE	238,140
BEGINNING CASH BALANCE	7,715,112
TOTAL RESOURCES	7,953,252
TOTAL EXPENDITURES	4,680,805
REQUIRED TAX LEVY	3,272,447
TOTAL TAX LEVY	5,522,208

Real Estate - 0111	**5,281,190**
Personal Property - 0113	**0**
TPP Reimbursement - 0141	**0**
Rollback & Homestead - 0142	**241,018**
PUPP - Reimbursement - 0143	**0**
TOTAL TAX LEVY	**5,522,208**

FIRE		UPCOMING TAX YEAR				2020							
NEW ESTIMATED DUPLICATE:				RES/AG		OTHER		PUPP	TANG PP	TOTAL			
				475,000,000	EFFECTIVE	98,000,000		10,000,000	0	583,000,000			
				475,000,000		98,000,000				583,000,000			
FULL RATE INSIDE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG		RATE OTHER		FULL RATE						TOTAL
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
OUTSIDE													
5.55	0.417029	0.197350	3.235489	1,536,857	4.454708	436,561	5.55	55,500	0	2,028,919	0	0	2,028,919
6.00	0.001653	0.000000	5.990082	2,845,289	6.000000	588,000	6.00	60,000	0	3,493,289	0	0	3,493,289
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0			0
11.55			9.225571	4,382,146	10.454708	1,024,561	11.55	115,500	0	5,522,208	0	0	5,522,208
NEW LEVY													
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0			0
TOTAL													
11.55			9.225571	4,382,146	10.454708	1,024,561	11.550000	115,500	0	5,522,208	0	0	5,522,208

TAX SUMMARY	FIRE		
	REAL	PERSONAL	TOTAL
INSIDE 10 MILL	0	0	0
OUTSIDE 10 MILL	5,522,208	0	5,522,208
TOTAL	**5,522,208**	**0**	**5,522,208**
Less Roll/Hmstd	241,018		241,018
Less PUPP Reimbursement	0		0
NET LEVY	**5,281,190**	**0**	**5,281,190**
STATE REIMBURSEMENTS	**241,018**	**0**	**241,018**
GROSS LEVY PROCEEDS	**5,522,208**	**0**	**5,522,208**

NEW CONSTRUCTION		REAPPRAISAL	
RESAG	3,500,000	RES/AG	0.00
OTHER	700,000	COMM/IND	0.00
PUPP	0		
PP	0		

REVENUE	
Grant	0
Interest	24,500
EMS Fees	175,000
Fines, Licenses & Permits	0
Miscellaneous	0
Transfers In	0
Other Sources	38,640
TOTAL REVENUE	238,140
BEGINNING CASH BALANCE	7,715,112
TOTAL RESOURCES	7,953,252
TOTAL EXPENDITURES	4,680,805
REQUIRED TAX LEVY	3,272,447
TOTAL TAX LEVY	5,522,208

Real Estate - 0111	**5,281,190**
Personal Property - 0113	**0**
TPP Reimbursement - 0141	**0**
Rollback & Homestead - 0142	**241,018**
PUPP - Reimbursement - 0143	**0**
TOTAL TAX LEVY	**5,522,208**

RESOLUTION NO. , 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CARGILL, INC. FOR THE PURCHASE OF DE-ICING ROCK SALT FOR THE 2020-2021 SEASON

WHEREAS, R.C. § 9.48 authorizes counties, townships and municipal corporations to participate in joint purchasing programs with other municipal corporations for the purchase of machinery, materials and supplies without advertisement and without bids; and

WHEREAS, for the 2020-2021 winter season, Hamilton County has competitively bid for the bulk purchase of de-icing rock salt consistent with the rules, regulations and laws of Hamilton County, and which competitive bid did authorize Hamilton County to extend its terms for purchase to other communities in and around Hamilton County, Ohio; and

WHEREAS, the City Administration believes that participating in the joint program and bid through Hamilton County is more economically efficient and provides a better benefit to Montgomery than separately bidding such purchase.

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 enter into a contract with Cargill, Inc. through the Hamilton County competitive bid to purchase de-icing rock salt for the 2020-2021 winter season at the cost of $58.87 per ton for the purchase of 200 tons. The total cost for this contract shall not exceed $11,774.00.

SECTION 2. Council hereby finds that purchasing through the contract with Hamilton County is in the best interest of the City of Montgomery and is consistent with the terms and conditions of R.C. § 9.48.

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

RESOLUTION NO. 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LABOR AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO FOR WAGES AND BENEFITS FOR EMPLOYEES WITHIN THE DEPARTMENT OF PUBLIC WORKS FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

WHEREAS, the City of Montgomery entered negotiations with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO ("AFSCME") to establish a labor agreement governing wages and benefits for its member/employees within the Department of Public Works; and

WHEREAS, the City of Montgomery has negotiated an agreement with AFSCME, which agreement the administration has recommended to the City Council for approval.

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

SECTION 1. The attached labor agreement between the City of Montgomery and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO for the benefit of employees within the Department of Public Works is ratified and approved by the Council of the City of Montgomery. The City Manager is authorized and directed for and on behalf of the City of Montgomery to enter into said agreement.

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

PASSED_____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

_____
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

_____
Terrence M. Donnellon, Law Director

AGREEMENT

between

THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8
AFL-CIO

And

THE CITY OF MONTGOMERY

September 1, 2020– August 31, 2023

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ARTICLE 1

PREAMBLE

This Agreement, entered into by the City of Montgomery, Ohio, hereinafter referred to as the "Employer" or "City" and the American Federation of State County And Municipal Employees Ohio Council 8, AFL-CIO, hereinafter referred to as the "AFSCME" or "Union," has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2

RECOGNITION

Section 2.1 The Employer recognizes AFSCME as the sole and exclusive representative for all full time employees of the Employer in the certified bargaining unit defined as follows:

Included: All Employees of the City of Montgomery in the Public Works Department: Service Worker 1 and Service Worker 2.

Excluded: All management-level, confidential and supervisory employees as defined in the Act and all seasonal and casual employees as defined by the Board, including Public Works Director, Assistant Public Works Director, Construction/Compliance Inspector and Service Supervisor.

Section 2.2 Whenever the word "Employee" or "Bargaining Unit" or "Laborer" is used in this Agreement, it shall be deemed to mean the Employee(s) in the bargaining unit covered by this Agreement.

ARTICLE 3

ASSOCIATES / UNION BUSINESS

Section 3.1 The Union is authorized to select one (1) steward and one (1) alternate to conduct approved Union business for the bargaining unit. The steward/alternate, upon giving reasonable notice, and upon authorization from the City Manager or designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer.

Section 3.2 The Union agrees to provide the Employer within 30 days of the effective date of this Agreement with:

A. The name, address, and telephone number of the professional staff member who will act as representative for the Union local; and

B. The names of Union steward and alternate.

Section 3.3 The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

Section 3.4 Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no representative of the Union (Employee or non-Employee) shall interfere, interrupt or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the City Manager or his/her designee. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the City Manager or designee.

B. The Union shall not conduct Union activities in any work area during work hours. Upon notifying the supervisor of the general nature of the Union activity, Union members can discuss union business on lunch breaks and other breaks, but it acknowledges that it cannot exclude non-union members from common areas.

Section 3.5 The Union representative or Employee shall cease unauthorized Union activities immediately upon the request of any supervisor of the area in which Union activity is to be or is being conducted.

Section 3.6 The Union shall select up to a total of two (2) Employees to serve as negotiating committee representatives and one (1) alternate may substitute for a committee representative.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;

C. Maintain and improve the efficiency and effectiveness of the Employer's operations;

D. To determine the mission of the Public Works department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

E. To determine the size and composition of the work force;

F. Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;

G. To lay off Employees or abolish positions;

H. To hire, schedule, promote, demote, transfer and assign Employees;

I. To recruit, select, and determine the qualifications and characteristics desired in new hires;

J. To suspend, discipline, reduce or discharge Employees;

K. To train or retrain Employees as management deems appropriate and require Employees to maintain certifications, including but not limited to certifications required by the State of Ohio to perform a particular job;

L. To schedule or not schedule overtime in the manner that promotes efficient department operations;

M. To determine the location, size and number of facilities;

N. To determine quality standards in order to promote efficient operations;

O. To schedule Employees and establish their hours and days of work;

P. To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

Q. To take necessary action during emergency situations;

R. To establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof;

S. To establish and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof;

T. To generally manage the Public Works Department's business as it deems best; and

U. To subcontract bargaining unit work. The Union acknowledges that the City has always subcontracted work and it maintains the right to continue to do so. If bargaining unit positions are expected to be reduced as a result of subcontracting, the parties agree to bargain about the decision. If the parties reach impasse, the City will meet and confer with the Union regarding the effects of the City's decision, if the decision is to proceed with subcontracting.

The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 5

NO STRIKE OR LOCKOUT

Section 5.1 The Employer and the AFSCME recognize that a work stoppage of any kind may create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, picketing, or any other concerted activity which would interrupt the operation or services of the Employer.

B. During the life of this Agreement, the Employer shall not cause permit or engage in any lockout of the bargaining unit Employees unless those Employees have violated Section A above.

Section 5.2 In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 5.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

A. Publicly disavow such action by the Employees;

B. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

C. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

D. Post notices on the Union Bulletin Boards advising that it disapproves of such action, and requesting Employees to return to work immediately.

Section 5.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

ARTICLE 6

PROBATIONARY PERIOD

Section 6.1 Any Employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of one hundred eighty-five (185) calendar days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory may be returned to his/her former classification and pay level. The return of an Employee to his/her former classification and pay level shall not be subject to the grievance procedure.

Section 6.2 During the first three hundred sixty-five (365) calendar days of employment, a newly hired Employee shall be considered a probationary Employee. The probationary period may be extended up to an additional six (6) months. Probationary Employees shall not have access to the grievance and arbitration procedures of this Agreement for the purpose of appealing a disciplinary action and/or termination.

ARTICLE 7

DUES DEDUCTION

Section 7.1 Dues Check Off. The Employer shall make payroll deductions from pay or wages of Employees upon submission of a signed checkoff card for the Employee. Amounts deducted shall be remitted to the Controller of Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, at 6800 North High St., Worthington, Ohio 43085. The Union shall advise the Employer, in writing, of the amounts to be deducted.

Section 7.2 The payroll deduction shall be made by the Employer biweekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within 30 days of their deduction. Each remittance shall be accompanied by the following alphabetical list:

A. For Employees for which deductions were made, the name, job title, address, phone number, employee identification number, and the amount deducted.

Section 7.3 Any Employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the Employee or as amended by the union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of Employees' dues checkoff authorization cards are available from the Union upon request.

Section 7.4 The Union shall indemnify and hold harmless the Employer from any claims made against the Employer arising out of this article.

ARTICLE 8

NO DISCRIMINATION

Section 8.1 There shall be no discrimination by the Employer or the Union against any Employee in accordance with State and Federal law, and on the basis of such Employee's membership or non-membership in the Union.

Section 8.2 Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

ARTICLE 9

DISCIPLINE

Section 9.1 The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in this Article, the Employer may take this type of action for actions occurring while the Employee is on duty in any capacity, or off-duty representing him/herself as an Employee of the City of Montgomery in any way (implicitly or explicitly) or if the conduct impacts the Employee's ability to perform his/her job or be trusted.

Forms of disciplinary action are:

A. Verbal warning (written record)

B. Written reprimand

C. Suspension without pay

D. Reduction in classification or rank

E. Discharge from employment

Section 9.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

The following list is intended to provide employees with a general idea of the type behavior that may result in disciplinary action. This list is not meant to be all inclusive.

A. Gross neglect of duty or refusal to comply with management's lawful instruction.

B. Insubordination.

C. Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the City (excluding minor traffic offenses).

D. Intentional falsification of personnel records, time reports or other City records.

E. Indulging in offensive conduct or using offensive language.

F. Unauthorized sleeping on duty.

G. Being under the influence or in possession of intoxicants or illegal drugs, or misusing any prescription or non-prescription drug, while on duty.

H. Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking of or instigating of a fight during working hours or on City premises.

I. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any City departmental official regulations, orders, or professional ethics.

J. Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.

K. Unauthorized use of City property, whether that property be vehicles, machinery, uniforms or office material.

L. Discussing with unauthorized persons any confidential information gained through their employment with the City.

M. Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Public Works Director or his/her designee.

N. Using tobacco products in unauthorized areas.

O. Violating a safety rule or safety practice. Failure to report an accident or to falsify reports concerning accidents.

P. Failure to report to work without giving the supervisor, Public Works Director or his/her designee, notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.

Q. Vending, soliciting, or collecting contributions on the Employer's time.

R. Unauthorized possession of items such as firearms, explosives, or other weapons on City property at any time.

S. Willful or careless abuse, damage, or destruction of City property at any time.

Section 9.3 In issuing discipline, the City may take into account the nature of the violation, the Employee's record of discipline and the Employee's performance record.

Section 9.4 Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on unpaid leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or holiday time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article. The Employer may continue to pay the Employee's insurance premiums as provided for in this Agreement during the unpaid leave of absence.

Section 9.5 Any record of an oral reprimand shall, upon written request of the Employee, be removed from the personnel file after one year from the date of reprimand; provided that no intervening discipline has occurred.

Section 9.6 Any record of a written reprimand shall, upon written request of the Employee, be removed from the personnel file after three years from the date of the reprimand; provided that no intervening discipline has occurred.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the charter and ordinances of the City of Montgomery, the provisions of the Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 10.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3 of the grievance procedure.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit Employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 10.3 A grievance must be submitted to the grievance procedure within seven (7) calendar days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 10.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

A. Aggrieved Employee's name and signature;

B. Date, time, and location of grievance;

C. Description of incident giving rise to the grievance;

D. Date grievance was first discussed;

E. Name of supervisor with whom grievance was first discussed;

F. Date grievance was filed in writing;

G. Article(s) and Section(s) of the Agreement alleged to have been violated; and

H. Desired remedy to resolve grievance.

Section 10.5 Any grievant may, if he/she so desires, have an AFSCME representative accompany the grievant at any step or meeting provided for in this Article.

Section 10.6 It is the mutual desire of the Employer and the AFSCME to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the AFSCME to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved Employee shall submit his/her written grievance to the Assistant Public Works Director. It shall be the responsibility of the Assistant Public Works Director or designee to investigate the matter and to provide a written response to the aggrieved Employee within seven (7) calendar days following his/her receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee may within seven (7) calendar days following the Step 1 reply, refer the grievance to the Public Works Director. The Public Works Director or designee shall have seven (7) calendar days in which to schedule a meeting, if he/she deems such necessary, with the grieved Employee. The Public Works Director or designee shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date or seven (7) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the Employee may refer the grievance to the City Manager or designee within seven (7) calendar days after receiving the Step 2 reply. The City Manager or designee has seven (7) calendar days in which to schedule a meeting with the aggrieved Employee. The City Manager or designee shall investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of AFSCME in accordance with the provisions of Section 7 of this Article hereinafter set forth.

Section 10.7 AFSCME, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the AFSCME shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The AFSCME may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or his/her representative(s).

A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Arbitration and Mediation Service ("AMS") a panel list of nine (9) arbitrators from within 125 miles of Cincinnati, Ohio. AMS rules (which permit the parties to rank and strike arbitrators) shall apply to selection procedures and conduct of hearings. Either party may once reject the list and request from AMS another list. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.

C. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures; provided that the

Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

D. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

E. The decision of the arbitrator shall be final or binding on the grievant, AFSCME and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

F. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and AFSCME. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 10.8 Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to Steps 1, 2 and 3 of the grievance procedure, but may not be appealed to Step 4.

Section 10.9 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and/or termination from employment, consistent with ORC 4117.10, neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action. This Agreement and Article shall be the sole recourse for any dispute between the parties herein in regard to disciplinary matters.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Nothing in this Agreement shall be construed or permitted to impede, prohibit or prevent the Employer from satisfying its obligations under the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Furthermore, nothing in this Agreement shall limit, impede or prohibit the Employer from exercising available options offered or available to the Employer under the ADA and the FMLA and the development of policies consistent with this paragraph.

ARTICLE 12

LABOR MANAGEMENT

Section 12.1 Quarterly, if requested by either party or as otherwise agreed by the parties, Labor Management Meetings will be held between the City and the Union. Said committee may be composed of up to three (3) representatives of the City and three (3) representatives selected by the Union.

ARTICLE 13

DOCUMENTATION

Section 13.1 Upon request an employee shall receive a copy of any document that the City requires the Employee to sign other than sign-in sheets; provided the document is retained by and in the possession of the City.

ARTICLE 14
UNIFORMS

Section 14.1 Clothing. The Employer will provide uniform t-shirts or long sleeve shirts, trousers, shorts and sweat shirts for each Employee required to wear uniforms. Where uniforms are provided for Employees, the Employees must wear them properly at all times. The Employer has complete discretion regarding the uniforms and required safety attire and equipment. The uniforms will be cleaned and mended at the Employer's expense (except shirts and sweatshirts, which will be laundered by employees). Uniforms will be supplied to each Employee required to wear uniforms so that each Employee has one clean uniform each work day. Bibs and coats will be purchased every other year by January 31. These uniforms are provided by a uniform company with which the City contracts. Uniforms will be replaced on an as-needed basis. Upon termination of employment, uniforms must be promptly returned, and the cost of missing uniforms will be deducted from the Employee's final paycheck. Shorts may only be worn at the discretion of the Public Works Director or Designee between April 1 and November 1. Shorts may not be worn at any time an Employee is engaged in work that would be more safely completed by an Employee wearing long pants.

Section 14.2 Employees will be reimbursed up to $250 annually for the purchase of boots. To receive reimbursement, an Employee must present proof of purchase, and the boots must meet quality, color, and safety standards as determined by the City in its sole discretion. Any variation from this standard must be pre-approved in writing by the Public Works Director. If a requisition to purchase boots is necessary, the City will process the requisition before January 31.

Section 14.3 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Public Works Director.

Section 14.4 When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the Employee, the repair or replacement cost of such items shall be deducted from the pay of the responsible Employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an Employee, repair or replacement shall be made at the expense and discretion of the Employer.

Section 14.5 Where a bargaining unit employee supplies evidence that he/she sustained damage to personal property while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer shall

reimburse the Employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars ($100.00) per year, or, in the case of eyeglasses, the actual replacement of exactly the same eyeglass. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of the property. Repair or replacement of the property shall be at the Employer's option.

ARTICLE 15

WAGES AND COMPENSATION

Section 15.1 Employees will be paid in accordance with the City's Bonus Incentive Plan. Any major changes made to the Bonus Incentive Plan shall be first submitted to the Union for its consideration before implementation.

Section 15.2 Effective on the first day of the first full pay period after September 1, 2020, the wage range for all bargaining unit Employees shall be as follows, which reflects a 2.75% increase:

	MINIMUM	MAXIMUM
Service Worker I:	$21.78	$27.21
Service Worker II	$26.45	$32.98

Section 15.3 Effective on the first day of the first full pay period after September 1, 2021, the wage range for all bargaining unit Employees shall be as follows, which reflects a 2.75% increase:

	MINIMUM	MAXIMUM
Service Worker I:	$22.38	$27.96
Service Worker II	$27.18	$33.89

Section 15.4 Effective on the first day of the first full pay period after September 1, 2022, the wage range for all bargaining unit Employees shall be as follows, which reflects a 2.75% increase:

	MINIMUM	MAXIMUM
Service Worker I:	$23.00	$28.73
Service Worker II	$27.93	$34.82

Section 15.5 This Bonus and Incentive Plan may include a merit bonus of up to two percent for those Employees who have reached the top of their established pay range.

Section 15.6 The Employer may determine the appropriate placement of new hires within the pay range established by this Agreement.

Section 15.7 Employees may only advance from Service Worker I to Service Worker II after obtaining a Class "A" Commercial Driver's License and after working as Service Worker I for three years. The CDL requirement may be waived by the City Manager, in his or her sole discretion, based upon the needs of the City.

The full amount of the required contributions to the Ohio Public Employees Retirement System ("Plan") shall be withheld from the gross pay (salary reduction method) of each person who is or becomes a contributing member of the Plan, which shall be paid to the Plan by the City of Montgomery. This salary reduction by the City of Montgomery is, and shall be designated as, Employee contributions and shall be in lieu of contributions to the Plan by each person. No person subject to this salary reduction shall have the option of choosing to receive the required contribution to the Plan directly instead of having it withheld and paid by the City of Montgomery or of being excluded from the withholding and remittance by the City.

The City of Montgomery shall, in reporting and making remittance to the Plan, report that the public Employee's contribution for each person subject to this salary reduction has been made as provided by the statute.

The total salary for each Employee shall be the salary otherwise payable under this Agreement. Such total salary of each Employee shall be payable by the City in two parts: (a) deferred salary and (b) cash salary. An Employee's deferred salary shall be equal to that percentage of that Employee's total salary which is required from time to time by the retirement system to be paid as an Employee contribution by that Employee, and shall be paid by the City to the retirement system on behalf of that Employee as a salary reduction and in lieu of the Plan Employee contribution otherwise payable by that Employee. An Employee's cash salary shall be equal to that Employee's total salary less the amount of the pick-up for that Employee, and shall be payable, subject to applicable payroll deductions, to that Employee. The City shall compute and remit its Employer contributions to the Plan based upon an Employee's total salary. The total salaries payable under this Agreement shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 15.8 Maintaining Certifications: Any Employee must maintain all certifications and licenses (including a valid State Driver License) that the Employee held when the Employee was hired or that the Employee obtained during employment. An Employee who fails to maintain certifications or licenses may receive discipline, up to and including demotion and termination.

ARTICLE 16

HOURS OF WORK AND OVERTIME

This Article is intended solely to define an Employee's expected hours of work. This section does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

Section 16.1 So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local governments, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. Work performed in excess of forty (40) hours in any work week shall be compensated at the rate of time and one-half of the Employee's regular rate of pay, according to FLSA.

Section 16.2 Definition. The standard work week consists of five (5) days Monday through Friday that begin at 7:30 a.m. and ends at 4:00 p.m. During the standard work week, Employees will normally be scheduled to work 40 hours. Employees may take a one-half hour unpaid lunch break and two fifteen minute paid breaks. Changes in the hours of the regularly scheduled work day shall not be arbitrarily made by the Employer; however, in the event the Employer decides to change the hours, a minimum of three calendar days posted notice shall be provided to the Employees affected by such a change.

Section 16.3 Lunch Period and Breaks. Management will ensure that Employees will receive at least one-half hour lunch period during their regularly scheduled tour of duty, which generally begins at 11:00 a.m. Consistent with a normal work schedule, such periods shall begin within the five and one-half hour period following the start of the Employee's work day. If, in the opinion of the supervisor, it becomes necessary to postpone the lunch period, the regular work day may be shortened by the length of the normal lunch period. Lunch periods shall begin at the time the Employee ceases performing his or her assigned duties. The Employee is expected to be at his or her work assignment ready to work at the end of the lunch period. Travel or clean up time shall not extend the lunch period. At the discretion of the supervisor, crews may combine a break period with the lunch period to accommodate travel time or similar issues.

Reasonable time for breaks from work will be granted. This will normally consist of a total of two fifteen minute periods, one before and one after the lunch period as determined by the Public Works Director or his/her designee. Travel or clean up time shall not extend break periods. Smoking is not a reason for additional break time. An Employee who smokes will be expected to do

so in accordance with the City policy and not in a manner which causes the Employee to be away from his or her work assignment for periods in excess of breaks provided under this section. Employees shall also be dressed for work and begin work at the start of their designated shift.

Section 16.4 Assignment of Overtime. The Employer has the right to determine when the need for overtime exists and to require Employees to work overtime. For purposes of assignment of overtime, said work shall be defined as:

A. Snow and ice control

B. Miscellaneous and other emergency situations

C. Scheduled overtime

The Employer shall establish an overtime rotation list with the names of employees who have volunteered for such work, based on classification, and the Employees on said list shall be ranked in order of seniority. This list can be adjusted by the Employer based upon the needs of the City so long as overtime opportunities are equalized at the next reasonable opportunity. The list shall be periodically updated or revised as needed. The Employer shall offer overtime to Employees on the applicable list in the order in which the employees' names appear ranked with the most senior employee at the top of the list. When an overtime need arises, the Employer shall contact the name of the employee next appearing after the last employee who accepted an overtime assignment on the list. If an employee declines to accept an offer of overtime, or fails to answer a telephone call, the employee will be deemed to have declined the overtime, and the Employer shall contact the next name on the overtime list. If no employee on the applicable list accepts the overtime, the Employer may assign it to the least senior employee on the relevant list or may assign the work to other Public Works employees outside the bargaining unit.

If the overtime work is of an emergency nature (as determined by the Employer), the Employer may offer the overtime to the work crew or employees performing the work at the close of the regular shift in lieu of the procedures set forth above. If no such employees accept the overtime, the procedures set forth above shall apply.

Section 16.5 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 16.6 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

A. A full-time Employee will receive overtime compensation for all hours worked in excess of 40 hours per week. The overtime rate of pay will be one and one-half times the Employee's hourly pay rate.

Section 16.7 Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally scheduled shift. Overtime authorization shall be approved by the Public Works Director or designee. This includes but is not limited to special meetings, trainings, events and other activities relating to the Employee's duties at the City. Employees that work an authorized overtime period shall complete, validate, and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 16.8 Call-Out Pay: A "call out" occurs when an Employee is called to work and is expected to report for work within two (2) hours of the time of the call. Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but shall receive no less than three (3) hours pay at the appropriate rate of pay as set forth in this Article, except when the call-out time is adjacent to the beginning or end of the Employee's work day. Call-Outs for Employees must be approved by the Public Works Director or designee. Attendance at required meetings and/or special events of the City of Montgomery do not qualify as a "Call-Out" and will be paid at the rate of actual time incurred.

ARTICLE 17

COMPENSATORY TIME

Section 17.1 Upon application and approval by the Employee's supervisor, the City may grant compensatory time at a rate of one and one-half (1-1/2) hours for each hour of overtime worked in lieu of the payment of cash for overtime.

Section 17.2 Compensatory time is to be used in increments of no less than one (1) hour at any one time and is subject to prior approval by the Employee's supervisor. An employee requesting compensatory leave shall complete a leave request form at least 24 hours in advance of the requested leave.

Section 17.3 An Employee may accumulate up to forty (40) hours of unused compensatory time in a compensatory time bank. Once this limit is reached, the Employee either will be paid in cash for additional accrued overtime hours or else must use some compensatory time before any additional overtime hours may be accumulated.

Section 17.4 The City may choose to periodically cash out an employee's compensatory time at any time during his/her employment with the City. An Employee will be fully compensated for all unused compensatory time accumulated at the time employment terminates. The rate of compensation shall be at the regular rate of pay earned at the time of termination.

ARTICLE 18

PERSONAL DAYS

Section 18.1 Full-time Employees are eligible to take up to thirty-two (32) hours of paid personal leave during each calendar year.

Section 18.2 Personal days are to be used in units no less than two (2) hours at any one time and are subject to prior approval by the Employee's supervisor by completing a Leave Request form at least 24 hours in advance of the requested leave.

Section 18.3 During an Employee's first calendar year of employment, the earned personal days are prorated according to the number of days remaining in the calendar year, divided by 365, multiplied by the total personal leave available to the Employee's job classification, and rounded to the nearest half day.

Section 18.4 Personal days may not be carried over and accumulated from year to year. All unused personal time at year end will be canceled out and not paid.

Section 18.5 At the termination of employment any unused personal days will be canceled out and not paid.

Section 18.6 At retirement, any personal days remaining unused in the calendar year of retirement will be paid to the Employee.

ARTICLE 19

HOLIDAYS

Section 19.1 The following holidays shall be observed with pay:

New Years Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day

Section 19.2 Employees working a 40-hour per week schedule will receive the recognized holiday off in lieu of holiday pay, subject to the discretion of the Employer.

Section 19.3 Employees who are not available for duty on any of the above designated holidays due to unpaid leave, layoff, or disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 19.4 In order to receive holiday pay, an Employee must work their scheduled shift before and their scheduled shift after the holiday, unless their absence from work is due to illness or injury, in which event a physician's statement will be required, or the Employee is granted time off by the Public Works Director or his/her designee for vacation or other approved leave.

ARTICLE 20

VACATION

Section 20.1 Full-time bargaining unit Employees who have completed one (1) or more years of service in the bargaining unit shall accrue vacation leave according to the following schedule:

COMPLETED YEARS OF SERVICE	VACATION BENEFIT
1-5	80 hours
6	88 hours
7	96 hours
8	104 hours
9	112 hours
10	120 hours
11	128 hours
12	136 hours
13	144 hours
14	152 hours
15 or more	160 hours

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of hours of vacation entitlement as defined in the table above. Vacation leave shall not accrue when an Employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

Section 20.2 Vacation leave may be scheduled as follows:

A. Employee may use vacation in not less than 4 hour increments.

B. The Employer may refuse to grant vacation leave that is requested less than fourteen (14) days in advance.

C. No more than two (2) Employees shall be scheduled for vacation during the same period. This limitation may be waived by the Public Works Director in his/her sole discretion.

Section 20.3 The maximum number of accrued but unused vacation days cannot exceed twice the Employee's annual vacation entitlement.

Section 20.4 All vacation requests must be made on the Montgomery "Employee Leave Request Form" and provided to the Public Works Director.

Section 20.5 Vacation selection will be based on rank seniority at Montgomery between January 1st and February 1st of each year. Beginning February 1st vacation selection will be determined by the date that the request is submitted. The Employee submitting his/her vacation request the earliest will be granted leave, as long as the request is otherwise in compliance with this Article.

Section 20.6 Notwithstanding Ohio Revised Code §9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

ARTICLE 21

LEAVES OF ABSENCE

Section 21.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave. A physically or mentally incapacitated Employee may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond the accumulated sick leave rights and beyond the Employee's right to leave under the Family and Medical Leave Act ("FMLA"), as amended, provided the Employee furnishes satisfactory medical proof of such a disability along with his/her written request. Such medical proof of a disability must certify that Employee is likely to recover within six (6) months and must indicate that the Employee is one of the following:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician.

It is the Employee's responsibility to request a disability leave since such disability leave is not granted automatically when the Employee's sick and FMLA leave has expired.

In order to maintain re-employment rights, the Employee must request to return prior to the conclusion of the disability leave. Upon an Employee's return from disability leave, replacements for workers on disability leave may be terminated by the Employer.

B. Employer Required Disability Leave. The Employer may require an Employee to be examined by a licensed physician, selected by the Employee from a list of three physicians submitted by the Employer, at the Employer's expense. An Employee found to be unable to physically perform the substantial duties of his/her position shall be placed on Disability Leave as described in Paragraph A above.

C. Return to Work. To be eligible to return to work from a disability leave, the Employee shall furnish a statement by a qualified physician releasing the Employee as able to return to work. The Employer may also require the Employee to be examined by a licensed physician, selected by the Employer, at the Employer's expense. If the physician hired by the Employer and the Employee's physician are in disagreement regarding the ability of an Employee to return to his/her duties, the Employer's physician and Employee's physician will mutually select a third physician to resolve the disagreement as to the determination of return to duty. The cost of such evaluation/examination shall be borne equally by the parties. The decision of the third physician shall be binding upon the City, the Union, and the Employee.

D. Leave of Absence. The Employer may grant an unpaid leave of absence to any Employee for personal reasons of the Employee. The maximum length for such leave is six (6) months, and such leave may not be renewed or extended. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees shall advise the Employer 60 days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied, or to the next available similar position if the Employee's former position is filled or no longer exists.
4. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an Employee fails to return to work at the expiration of an approved leave of absence, the

Employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of leave.

E. Except as required by the Family and Medical Leave Act, as amended, no benefits or service credit shall be accrued by an Employee granted an unpaid leave of absence. At the Employee's option, an Employee granted a non-FMLA unpaid leave of absence may continue his or her coverage under the City's health insurance plan and other group insurance benefit plans, only if the Employee pays the full cost of such coverage.

F. The Employer will comply with the Family Medical Leave Act, as amended.

Section 21.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay where an Employee is summoned for jury duty. All compensation for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An Employee released from jury duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation and State Employment Relations Board hearings. The Employer will not pay Employees who appear in court for criminal or civil cases, when the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, personal leave, or vacation at the discretion of the Employee, provided the Employee has available leave. An Employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

Employees will receive military leave according to State and Federal law.

ARTICLE 22

SICK LEAVE

Section 22.1 Full-time bargaining unit Employees shall accrue sick leave at the rate of 3.692 hours for each fourteen day pay period to a maximum accrual of 96 hours in any calendar year. Sick leave shall accrue while an Employee is on duty and on vacation leave, but shall only accrue during the first 80 consecutive hours while an Employee is on sick leave. Sick leave accrual shall cease for any sick leave exceeding 80 hours. Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 22.2 Sick leave shall be granted to an Employee, upon approval by the Employer or his/her designee, for the following reasons:

A. Illness or injury of the Employee when such illness or injury prohibits the Employee from performing the normal duties of his/her work assignment.

B. Illness or injury of a member of the Employee's Immediate Family where the Employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose shall be limited to 24 hours per incident.

C. Sick leave may be used to attend the funeral of a member of the Employee's Immediate Family. Such usage shall be limited to 24 hours, including the date of the funeral.

D. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments cannot be scheduled during non-work time.

E. Exposure of the Employee to a contagious disease which could be communicated to and jeopardize the health of other Employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

F. Pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition.

"Immediate Family" as used in this article shall be limited to mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In the case of death, mother-in-law, father-in-law, brother-in-

law, sister-in-law or a spouse's sibling's spouse, sick leave usage is permitted for a maximum of 24 hours. In addition, the term Immediate Family for the purpose of this Article can include any aunt, uncle, nephew or niece who was a permanent resident of the Employee's household at the time of their death.

Section 22.3 When an Employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person as soon as possible, but no less than one hour before the time he/she is scheduled to report to work, unless extenuating circumstances prohibit. The Employee is not permitted to leave messages on any voicemail or e-mail system in lieu of contacting the supervisor directly. Employees are responsible for contacting the Supervisor on each day of absence in accordance with this section unless the Employee is hospitalized or has presented a written statement from a qualified physician specifying the anticipated date of return, or unless other arrangements are made with the Public Works Director or his/her designee. Failure to provide proper notification may result in denial of sick leave for the period of absence and/or disciplinary action. An Employee who is absent from duty without leave or without notice to his or her supervisor of the reason for such absence will be subject to discipline pursuant to this Agreement.

Section 22.4 Upon return to work, an Employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave.

Section 22.5 Sick leave usage, when approved, shall be charged in a minimum of one hour increments. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action, including termination. The Employer maintains the right to investigate any request for sick leave use and any excessive abuse or use of sick leave. The Employer also maintains the right to have any Employee examined by a licensed medical practitioner selected and paid by the Employer to verify the proper use of sick leave. The Employer may deny the payment of sick leave if an investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action. Denial of sick leave is not subject to the grievance or arbitration procedures of this Agreement.

The Employer will comply with the Family and Medical Leave Act, as amended.

Section 22.6 All accrued but unused sick leave for each bargaining unit Employee as of September 1, 2008 that was 960 hours or less, plus all sick leave hours accrued after the effective date of this Agreement shall be known as "the sick leave bank." The policies concerning the sick leave bank shall be as follows:

A. The maximum number of hours that any Employee can accrue in the sick leave bank is 960 hours. All sick leave hours earned in excess of 960 hours shall not be accumulated in the sick leave bank and shall be lost, subject to subsection B below.

B. When the number of accrued but unused sick leave hours in the sick leave bank reaches 960 hours, the Employee may request to receive a cash conversion of all hours in excess of 864 hours at a rate of one hour pay for each one and one-half hours in excess of 864 hours. Failure of an Employee to exercise this option shall result in all hours earned in excess of 960 hours to be lost.

C. An Employee with twenty or more years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for 50% of the value of all accrued but unused hours in the sick leave bank at the rate of pay on the date of retirement. An Employee with ten through nineteen years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for 33-1/3% of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement.

Section 22.7 Exhaustion of Leave.

Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. A physically or mentally incapacitated Employee who has exhausted all leave may request a disability leave in accordance with Article 21 of this Agreement.

Section 22.8 Disability Separation. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, a disability leave may be requested in accordance with the provisions of Article 21 of this Agreement. If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six (6) months leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in

the same classification series within a period of six (6) months from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

An Employee requesting reinstatement from a disability separation may be required to submit to an examination by an Employer selected occupational physician or a physician specializing in the Employee's area of alleged disability. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

In the event there is no vacancy in the Employee's prior classification or a lower classification in the same classification series, the Employee may displace only an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any Employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of this Agreement.

ARTICLE 23

OCCUPATIONAL INJURY LEAVE (OIL)

Section 23.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of seventy-five (75) calendar days for each qualifying injury. OIL may be granted to an Employee (a) who suffers a workers' compensation eligible on-the-job injury or occupational disease from an identifiable incident that occurred in the course of performance of his or her official duties within the scope of his or her employment with the Employer; and (b) where such injury directly results from a hazard particular to the service worker position; and (c) who is off work due to said injury for a continuous period of seven (7) calendar days. The City may decide to waive the requirement to use sick leave during the initial seven (7) calendar day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this contract. Payment of OIL is conditioned upon the Employee's submission of supporting medical evidence to establish the Employee's inability to work. An Employee who is receiving OIL benefits will be required to use Family and Medical leave (if eligible) concurrently with OIL. If the City compensates the Employee in a manner consistent with salary continuation after the expiration of Occupational Injury Leave, such leave will be chargeable against accumulated sick leave, personal leave, compensatory time, and vacation leave.

Section 23.2

A. Injuries covered by this benefit will be limited to those incurred because of hazardous (1) Work on or near a road; (2) Tree maintenance; (3) Work involving shock hazards; (4) Heavy machinery work; (5) Work in confined spaces; (6) Snow operations; or (7) Other similarly hazardous events beyond the control of the employee.

B. In the event of a service connected injury incurred in the active discharge of duty particular to public service workers described above and beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, intoxication, or being under the influence of illegal drugs or legal drugs not used in compliance with a prescription or "horseplay" by the Employee, the Employer shall consider a request for OIL from an eligible Employee and if approved, grant full pay for a period not to exceed seventy-five (75) calendar days. This time shall not be charged to the Employee's sick time. No extensions of this OIL benefit are permitted.

Section 23.3 An Employee applying for OIL shall, in compliance with the rules of the Ohio Bureau of Workers' Compensation, sign a medical release authorizing the Employer or its designee to request all medical information related to the alleged injury, and/or treatment for the body part(s) alleged to be injured. The Employee is also required to complete a provider list identifying any and all physicians, medical facilities, and pharmacies who have treated or filled prescriptions for the Employee for the alleged injury or who have treated the Employee for the same body part in the past. The Employee may be required to submit to an exam by a licensed medical practitioner selected and paid for by the Employer.

Section 23.4 Any Employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. The Employee is required to complete an internal accident report within 24 hours or as soon as physically possible. An Employee who is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period for which they have received OIL benefits. An Employee eligible for OIL will receive said benefits after the first seven (7) calendar days. An Employee can use eligible accrued paid leave for the initial time off work before he or she is eligible for OIL. If the BWC/Industrial Commission ultimately allows the claim, the eligible Employee's OIL benefits will be retroactively granted to the first day of absence, and he or she will be credited the initial sick or vacation time used. In the event the claim is ultimately denied by the BWC/IC, the Employee will revert back to sick leave status and will be charged sick leave or vacation time for any period he or she previously received OIL. For any period during which the Employee is receiving OIL, the Employee shall remit said payments back to the OBWC for the period during which the Employee received full pay from the Employer while on OIL.

Section 23.5 It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the Ohio BWC. OIL benefits are considered wages in lieu of compensation. After OIL benefits have been exhausted, the Employee must continue to accept salary continuation if the City chooses to maintain salary continuation.

Section 23.6 Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) or a modified duty off site (MDOS) is available. If

restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform within his or her restrictions. If there are no job assignments within the City that are within the Employee's restrictions, the Employer or its designee will determine whether there is MDOS within the Employee's restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR, after communicating within the Employer or its designee about the availability of transitional work, has not provided restrictions, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL.

Section 23.7 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in private employment of any nature whether or not such private employment is related to the work conducted by the Employee for the City, and whether or not such private employment was secured through the City of Montgomery.

Section 23.8 Before an Employee on injury leave will be permitted to return to his or her former position of employment, he or she shall submit to the Public Works Director a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform all the duties of his position. Additionally, the Public Works Director may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to full duty.

ARTICLE 24
INSURANCE

Section 24.1 The Employer shall make available to all bargaining unit Employees comprehensive major medical, hospitalization, health care, and dental insurance. If the Employer determines that it is necessary to change insurance carriers, the Employer agrees to meet with the Union prior to implementing the change in order to negotiate the impact of any proposed changes. A change in third party administrators (to administer the City's plan) does not constitute a change in carrier.

Section 24.2 For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section 1 above to the maximum cost per month as listed below. If the cost to the Employer for providing such insurance exceeds the maximum amount per month as listed below, fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employer and

fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employee. Insurance cost payments made by the employee shall be by payroll deduction.

Medical Maximum Per Month – Family Plan

Effective October 1, 2020:	$1,483.81
Effective October 1, 2021:	$1,572.84
Effective October 1, 2022:	$1,667.21

Medical Maximum Per Month – Employee and Spouse

Effective October 1, 2020:	$1,077.99
Effective October 1, 2021:	$1,142.67
Effective October 1, 2022:	$1,211.23

Medical Maximum Per Month – Employee and Child

Effective October 1, 2020:	$1,077.99
Effective October 1, 2021:	$1,142.67
Effective October 1, 2022:	$1,211.23

Medical Maximum Per Month – Single Plan

Effective October 1, 2020:	$539.24
Effective October 1, 2021:	$571.59
Effective October 1, 2022:	$605.89

Dental Maximum Per Month – Family Plan and Single Plan*

Effective October 1, 2020:	$187.00
Effective October 1, 2021:	$192.61
Effective October 1, 2022:	$198.39

*These effective dates are intended to be consistent with the plan years. If the plan year changes, the effective dates will be changed accordingly.

Section 24.3 If the Employer determines that it is necessary to change insurance coverages and/or if the anticipated cost of insurance coverages as they exist or as proposed to exist is to exceed the cap set forth in Section 2 above, then these issues shall be referred to the Employee/Management Health and Benefits Plan Committee for review and recommendation to the Employer. The committee shall be comprised of five (5) members, one of whom shall be appointed by the Union, one of whom shall be appointed by the Police Department, one of whom shall be appointed by the Fire Department, and one of whom shall be appointed by the administrative staff employees. The fifth member of the

committee shall be appointed by the City Manager. The committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental benefits provided by the self-funded program. The committee shall have the authority to continue the current plan benefits at the cost of the employees if the committee determines that such health care benefits at such cost are in the best interests of the employees. The committee shall not have the authority to modify the ceiling limits on Employer paid health care costs. A majority of the committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its committee members. If the committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the committee members.

Section 24.4 The Employer shall provide, at no cost to the Employee, term life insurance coverage on each Employee in an amount equal to the Employee's annual salary, rounded off to the nearest one thousand dollars ($1,000.00).

Section 24.5 A difference between any employee (or his/her beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union; nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Employer, Union, bargaining unit employee or beneficiary of any bargaining unit employee.

ARTICLE 25

DRUG FREE WORK PLACE

Section 25.1 The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed thereafter consistent with the CDL regulations and the Ohio Bureau of Workers Compensation guidelines that permit the highest discount to the City. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

ARTICLE 26

BULLETIN BOARD

Section 26.1 Bulletin Board. The City will provide a bulletin board at the City Public Works Department Building for use by the Union and bargaining unit Employees. The City may post notices on the board of matters relating to vacancies within the City. The Union may post on the board notices relating to recreational and social events applicable to bargaining unit Employees; elections or election results; general membership meetings and other related business meetings; general Union business of interest to bargaining unit Employees. The Employer may remove any notice posted that attacks another employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

ARTICLE 27

MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Section 27.1 Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 27.2 If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 27.3 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto.

Section 27.4 All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

Section 27.5 In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section by good faith negotiations up to and through the impasse procedure as provided under Ohio Revised Code § 4117.

ARTICLE 28
SENIORITY

Section 28.1 **Definition:** Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Full-time Employee in the service of the City of Montgomery.

Section 28.2 Accrual:

A. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work as a full-time Employee.

B. Seniority shall accrue during a continuous authorized leave of absence without pay up to 6 months or for the period of an approved maternity leave, if the Employee (1) returns to work immediately following the expiration of such leave of absence or maternity leave; if the Employee is recalled into employment; and during a sick leave of up to 12 months; (2) is laid off for 12 months or less and is recalled to employment; or (3) is on sick leave for up to 12 months.

Section 28.3 **Loss of Seniority:** An Employee's seniority shall be lost when he or she:

A. terminates voluntarily;

B. is discharged for cause;

C. exceeds an official leave of absence;

D. is laid off for a period of more than 12 months;

E. fails to notify the Employer of his/her intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him/her to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his/her current address.

Section 28.4 **Application:** Seniority shall apply in layoffs and recalls and for scheduling of vacations.

ARTICLE 29

SAFETY OF EQUIPMENT

Section 29.1 If an Employee feels the equipment assigned for his/her use is not suitable for use, the Employee shall immediately report it to his/her superior for a determination by supervisor of whether or not it should be used.

Section 29.2 All Employees shall report unsafe equipment to the Director of Public Works in writing and the Employee shall receive a copy of this report for his/her records.

Section 29.3 All employees are responsible, at the end of any given workday, for cleaning equipment used and reporting any defect found during the use of such equipment.

Section 29.4 The City may provide safety training for all Public Works' Employees on an annual basis in the discretion of the Employer.

ARTICLE 30

LAYOFF AND RECALL

Section 30.1 When the Employer determines that a long-term layoff is necessary, they shall notify the affected Employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seven (7) calendar days or less, in which case the Employer shall notify the affected Employee as soon as possible.

Section 30.2 Employees who are laid off shall be placed on a recall list for a period of three hundred sixty five (365) calendar days. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall.

Section 30.3 Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.

Section 30.4 The recalled Employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 30.5 An Employee who is laid off in excess of 365 calendar days shall be paid for all accrued but unused vacation leave or any other accrued paid leave that would be payable upon termination.

ARTICLE 31

WAIVER IN CASE OF EMERGENCY.

Section 31.1 In cases of emergency, such as acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor, or the City Manager of the City of Montgomery or Federal or State Legislature, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. time limits for the processing of grievances; and,

B. all work rules and/or agreements and practices relating to the assignment of Employees.

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 32

LONGEVITY

Section 32.1 All bargaining unit members shall be compensated with an annual longevity pay bonus upon the completion of each year of service. The longevity bonus will be computed upon the bargaining unit member's length of service with the City of Montgomery. The amount of the bonus shall correspond to the following schedule and will be added to the employee's base hourly rate:

Number of Years of Completed Service	Annual Pay Supplement
0-4	0.00
5	.17
6	.18
7	.19
8	.20
9	.22
10	.23
11	.24
12	.25
13	.26
14	.28
15	.29
16	.30
17	.31
18	.32
19	.34
20	.35
21	.36
22	.37
23	.38
24	.40
25	.41
26	.42
27	.43
28	.44
29	.45
30	.46

Section 32.2 Longevity pay shall be paid on the first pay period following the Employee's anniversary date.

ARTICLE 33

CONTINUING EDUCATION/TUITION REIMBURSEMENT

Section 33.1 Full time employees who have completed their Probationary Period are eligible to be reimbursed for all or part of the tuition or registration costs for a related course or training using the following criteria:

A. Courses must be pre-approved by the Public Works Director and City Manager.

B. The course must be related to the employee's job, as determined by the City, and offered by an approved educational institution. Post graduate (Master and Doctoral) work is not eligible for reimbursement.

C. If an Employee wants to take a job-relevant course, the Employee must let the Public Works Director know the number, cost and relevance of the course(s) in time to include such training/educational reimbursement in the City budget. Thus an Employee must submit his or her request in June or July for coursework in the following fiscal year.

D. Funds will be available for Employees who make such requests on a first come, first served basis, and requests are subject to funding availability.

E. The amount of course reimbursement is based on the final grade you receive for the course as follows:

A = 100%

B = 80%

C = 60%

Less than C = 0%

Pass = 50%

Fail = 0%

F. If an Employee's employment with the City terminates for any reason within one year after completing the course, the Employee must agree and hereby agrees to pay the City back 50% of the amount reimbursed, which will be withheld from the Employee's final pay check.

G. If an Employee is eligible to receive educational benefits from other sources, such as the Veterans Administration, the City will not reimburse the employee's educational expenses.

Section 33.2 All educational tuition reimbursement shall be directly related to the Employee's position with the City. The Public Works Director shall make the determination as to the appropriateness of the training to the employee's position, and the availability of funds within the departmental operating budget for tuition reimbursement.

Section 33.3 Procedure

A. The employee must notify the Public Works Director by June/July of the year before taking a course in order to be considered for educational assistance.

B. The employee must complete a Tuition Refund Application. This form must be submitted to the Public Works Director and City Manager in advance of registering for the course.

C. Once the course is completed, the employee must submit the approved tuition refund application with all necessary documentation to the finance department for reimbursement.

ARTICLE 34

P.E.O.P.L.E. DEDUCTION ¥ CREDIT

Section 34.1 The Employer agrees to permit the deductions and practices in this Article to the extent that they do not become burdensome on the City's administration. The Employer, in its sole discretion, may discontinue participation in and eliminate any obligations it may have according to this Article by providing a 30-day notice to the Union President.

Section 34.2 All bargaining unit employees shall have P.E.O.P.L.E. donations deducted from their paycheck upon request of said employee(s). The requested amount deducted shall be transmitted in the same manner to AFSCME Ohio Council 8 as the membership dues deduction, except by separate check.

Section 34.3 All bargaining unit employees may join a credit union of their choice, and the City shall deduct requested amounts and shall transmit said amounts to the credit union of the employee's choice.

ARTICLE 35

DURATION

Section 35.1 This Agreement shall be effective as of midnight on the 1st day of September,2020 and shall remain in full force and effect until midnight on the 31st day of August, 2023.

Section 35.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 60 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent.

Section 35.3 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining. In addition the parties acknowledge that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement supersede any prior agreement and constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written are hereby canceled.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this _____ day of _____, 2020.

FOR THE UNION

_____
Tony Brothers, Negotiating Team

_____
Scott Schulte, Negotiating Team

_____
Rebecca Frankenhoff, AFSCME Representative

FOR THE CITY:

_____
Brian K. Riblet, City Manager

_____
Julia E. Prickett, Human Resources Manager

_____
Gary Heitkamp, Public Works Director

_____
S. Mike Rogers, Public Works Supervisor

_____
W. Joseph Scholler, Special Labor Counsel

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

City of Montgomery
City Council Special Session Minutes
September 9, 2020

Present	City Council Members Present
Brian Riblet, City Manager	Chris Dobrozsi, Mayor
Tracy Roblero, Asst. City Manager/Acting Comm. Dev. Director	Craig Margolis, Vice Mayor
John Crowell, Chief of Police	Lee Ann Bissmeyer
Gary Heitkamp, Public Works Director	Mike Cappel
Katie Smiddy, Finance Director	Gerri Harbison
Matthew Vanderhorst, Community and Information Services Director	Lynda Roesch
Paul Wright, Fire Chief	Ken Suer
Julie Machon, Recreation Coordinator	
Connie Gaylor, Clerk of Council	

City Council convened at Terwilliger's Lodge for the Special Budget Review Session at 5:30 p.m. with Mayor Dobrozsi presiding.

Mayor Dobrozsi asked for a motion to dispense of roll call as all members were present. Mr. Cappel made the motion. Mrs. Bissmeyer seconded. City Council unanimously agreed.

Mayor Dobrozsi thanked staff for their work in the preparation of the 2021 Operating and Capital Budgets.

Mr. Riblet thanked staff for their time in compiling and reviewing the 2021-2025 budgets and the Finance Department for putting together a well-presented budget book. He stated that most budgets remained the same with few changes. He stated that staff made significant cuts to the 2020 budget due to the current financial status related to Covid-19. He added that with the modeling tool provided by Management Partners, he felt good with the conservative planning of the budget.

Mayor Dobrozsi asked Ms. Smiddy to proceed with her budget in brief presentation.

Review of the 2021 Operating and Capital Budget

Ms. Smiddy presented the budget brief of the 2021 Operating and Capital Budget.

Ms. Smiddy explained to City Council that the 2021 Budget continues the current service levels, and new projects and service enhancements that will be guided by the City's Strategic Plan. The 2021 Budget includes an additional six full-time firefighters due to the passage of the 2018 6 mil levy. The proposed 2021 budget for personnel includes 85 full-time employees and 21 part-time/seasonal employees.

Revenues Assumptions

Ms. Smiddy explained that the City is not experiencing significant impacts from COVID-19 on general fund revenues. She stated to assist with understanding the extent of potential fiscal challenges as a result of the national pandemic, staff partnered with a third-party consulting firm to utilize their fiscal diagnostic tool. She stated that using City budget data, revenues were forecasted based on year to date data and current economic conditions.

A. Income Tax:
- Staff estimates 2020 income tax collections were up 1.30% from 2019 collections.
- Staff has estimated total income tax revenues by year end 2021 will be $9,212,000, which represents a 2.0% decrease over actual collections for 2020.
- Reallocation of the Income tax revenues-GRA.

B. Real Estate Tax:

Ms. Smiddy explained that the reappraisal and revaluation of all real property in Hamilton County last occurred in 2017 and will occur next in 2023.

- Based on reappraisal information, the assessed valuation for the City increased from $586 million in 2019 to $587 million in 2020.
- Utilizing the third party fiscal diagnostic tool, staff incorporated revenue scenarios tied to assumptions about revenue forecasts. Staff has estimated real estate property collections will decrease by 2% in 2021.

C. Other Revenues (Investments, Gas Tax, Motor Vehicle Tax, Local Government Fund):

- Revenues are anticipated to remain relatively flat for 2021-2025.

General Fund

Ms. Smiddy stated that the 2021 General Fund ending fund balance is projected to be $12.9M or 10.72% less than 2020's budgeted ending fund balance of $14.3M. This equates to a 13-month reserve in the General Fund. This is a result of the conservative revenue forecasts forecasted in our fiscal analysis tool.

Fire Fund

Ms. Smiddy explained this fund is financed by a 5.55 and a new 6.0 mill property tax levy, which supports the City's fire, and emergency medical services operations. In 2021, the ending cash balance is estimated to be $9.1M. The plan is to hire 6 additional firefighters 2021 and 2022.

Montgomery Quarter (MQ) Tax Increment Financing (TIF) Fund

Ms. Smiddy stated that the City anticipates funding improvements for the MQ in 4th quarter 2020, which will require the issuing of not to exceed 23.0M in TIF revenue bonds. The debt associated with this project will be paid from tax increment revenues associated with the residential development and commercial improvements developed on the commercial development. Debt Service payments will not commence until 2022.

Total City Revenues

Ms. Smiddy explained that total City revenues for 2021 are forecasted at $26.1M vs. $57.1M for 2020. The 30.9M difference (54.2%) is attributable to the anticipated bond proceeds for the public improvements at the MQ and construction of the Roundabout.

- 2021 GF Revenues are projected to be $11M which is a 2% decrease from 2020 due to forecasted collection reductions in income and real estate taxes based on revenue scenarios used in the City's fiscal diagnostic tool.

Total City Expenditures

Ms. Smiddy explained that total City expenditures are projected to be $46.4M, which is an increase of $15.3.M from the 2020 forecasted expenditures of $23.8M. This increase is due to the cost associated with the public improvements at the MQ.

Significant program changes reflected in the 2021 proposed budget (Operating and Capital budget highlights included) are as follows:

A. Preservation of capital assets
   - Annual Street maintenance repair costs ($1M)
   - Traffic Signal Improvements ($213K)
   - Asphalt surface treatments (125K)
   - Small drainage projects (90K)
   - Mill and replace asphalt at PW building (131K)

B. Park Improvements-Utilizing the Strategic Plan and the recent facilities study with American Structurepoint, funds have been budget in the Parks capital maintenance, cap equip and operating equipment accounts beginning in 2021-2025. Some of the capital projects programmed for construction in 2021 are as follows:

   - Swaim Park parking and paving ($17,100)
   - Pioneer Park roof replacement ($11,000)
   - Dulle park tennis court resurfacing ($15,500)
   - Dulle park basketball court resurfacing ($15,500)
   - Weller Park tennis court resurfacing ($13,100)
   - Asphalt path repairs at various parks ($15,000)

Staff and Council continued through each department's budget lines and discussed 2020 accomplishments and 2021 requests.

City Council thanked staff for their efforts on a very detailed budget presentation in tough times. They thanked staff for identifying ways to deliver high levels of service to the residents under the current circumstances.

OTHER BUSINESS

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

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

The Special Budget Review Session of City Council adjourned at 7:37 p.m.

_____
Connie Gaylor, Clerk of Council

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

City of Montgomery
City Council Work Session Minutes
September 23, 2020

Present	City Council Members Present
Brian Riblet, City Manager	Chris Dobrozsi, Mayor
Terry Donnellon, Law Director	Craig Margolis, Vice Mayor
Tracy Roblero, Asst. City Manager/Acting Comm. Dev. Dir.	Lee Ann Bissmeyer -teleconference
John Crowell, Police Chief	Mike Cappel - teleconference
Gary Heitkamp, Public Works Director	Gerri Harbison
Katie Smiddy, Finance Director	Lynda Roesch - teleconference
Paul Wright, Fire Chief	Ken Suer
Connie Gaylor, Clerk of Council	

City Council convened its Work Session for September 23, 2020 at 7:17 p.m. in a hybrid meeting at City Hall and by telephone conference with Mayor Dobrozsi presiding. This remote access meeting was allowed by emergency legislation adopted by the Ohio General Assembly and approved by the Governor. The emergency legislation added language to RC Section 121.22 allowing public meetings by telephone conference during the current pandemic and declared State of Emergency. As required by the statute, notice of the telephonic meeting was publicized more than 24 hours in advance to allow public access through the same conference call in service. The public was also given a backup number to call in the event there were technical difficulties. This Notice was posted on the City's website and a similar Notice was sent to The Cincinnati Enquirer.

ROLL CALL

The roll was called, and all Council Members answered as present either in person or on the phone line.

SPECIAL PRESENTATIONS

Jim Mayer was presented with a Proclamation honoring his retirement as Executive Director at Twin Lakes, Life Enriching Community, and his friendship to the City.

City Council, staff and those in attendance all extended their appreciation for Mr. Mayer's contributions to the Twin Lakes community as well as in Montgomery.

GUESTS & RESIDENTS

Mayor Dobrozsi asked for a motion to move the Guests and Residents portion of the agenda to the end of the agenda after Other Business.

Vice Mayor Margolis made a motion to move the Guests and Resident portion to after Other Business on the agenda. Mr. Cappel seconded. City Council unanimously agreed.

ESTABLISHING AN AGENDA FOR OCTOBER 7, 2020 BUSINESS SESSION

PENDING LEGISLATION

There is no pending legislation.

NEW LEGISLATION

A Resolution authorizing the City Manager to enter into a contract with Penn Care Incorporated for the purchase of a 2020 Braun E450 Chief XL Type III Ambulance

Mayor Dobrozsi assigned the legislation to Mrs. Bissmeyer.

Fire Chief Wright explained that, if approved, this Resolution would authorize the City Manager to enter into a contract with Penn Care Inc., for the purchase of a 2020 Braun E450 Chief XL Type III Ambulance. He explained the ambulance will be purchased through the bid process conducted through the State of Ohio Cooperative Purchasing Program. The base bid for the ambulance with STS options totals $187,399.90, with additional Non-STS options totaling $21,996.25, a chassis rebate of $4,600.00 and a contingency amount of $1,203.85. These numbers, when combined, total $206,000.00. In light of budget revisions due to Covid-19, the planned 2020 Capital Improvement purchase of a new Rescue Pumper has been deferred and the 2021 planned purchase of an ambulance to replace a 2006 Horton ambulance was moved into this year's Capital Improvement program in account 223.000.5405. He added that the proposed 2021 expense for the ambulance was $280,000 so the purchase of this ambulance is well under that estimate.

Mr. Suer asked what color the ambulance would be.

Chief Wright replied it would be the same as the existing squad, red and black.

Mrs. Bissmeyer asked how much old ambulances are typically auctioned for.

Chief Wright replied that while the old ambulance is being kept as a backup squad, that they typically resale for between $20,000 and $25,000.

An Ordinance Modifying Section 132.14, Noise, of The Montgomery Code of Ordinances

Mayor Dobrozsi assigned the legislation to Vice Mayor Margolis.

Ms. Roblero explained that, if approved, this Ordinance would enact modifications to the noise ordinance which includes differentiating between general noise and construction noise, by defining "construction work" as "any type of work which requires a building and/or zoning permit". Times for construction work would be limited to 7:00 a.m. – 9:00 p.m. (Monday through Friday) and 9:00 a.m. – 8:00 p.m. on Saturdays and Sundays. The proposed modifications maintain the hours of 7:00 a.m. – 10:00 p.m. for all other types of noise outside of construction work. In addition, the proposed modifications limit the sound permitted outside these hours to 60 decibels, as measured from the complainant's property line. The Planning, Zoning and Landmarks Committee of Council met on March 2, 2020 to discuss the proposed modification. After discussion, the Committee voted unanimously to recommend approval of the amendments to the noise ordinance with the condition that work by utility companies, such as Duke Energy, Cincinnati Bell, Greater Cincinnati Water Works, etc. be included in the list of exemptions.

Mr. Cappel asked with the emphasis being placed on construction if these changes applied to residents as well.

Ms. Roblero replied that the changes apply to any work that requires a Zoning or Building permit.

Vice Mayor Margolis stated that he felt the Planning, Zoning and Landmarks Committee was very aware of the residents needs and that he felt this ensured the wellbeing of the residents.

An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of The City of Montgomery, State of Ohio, During the Fiscal Year Ending December 31, 2021

Mayor Dobrozsi assigned the legislation to Mr. Suer.

Mrs. Smiddy explained that, if approved, this Ordinance would establish the City's budget for fiscal year 2021. She explained that the documents were reviewed with the Financial Planning Committee at their September 8 meeting and with all of Council at the September 9 Budget Review Session. She stated that as a result of these discussions, any changes to the budget will be forthcoming and will be presented to City Council in the packet for the October 7, Business Session.

A Resolution Accepting the Amounts and Rates as Determined by The Hamilton County Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to The County Auditor

Mayor Dobrozsi assigned the legislation to Mr. Suer.

Mrs. Smiddy explained that, if approved, this Resolution would accept the rates and amounts determined by the Hamilton County Budget Commission. She explained that as a State of Ohio taxing authority and pursuant to the Ohio Revised Code, the City is required to adopt an annual tax budget. She stated that City Council adopted the Tax Budget on July 1, 2020, and then submitted it to the Hamilton County Auditor for review by that office and the Hamilton County Budget Commission. She added that those reviews did not generate any questions and the proposed Tax Budget was accepted by the Budget Commission and Auditor. City Council is requested to act to accept the Budget Commission's rates and amounts, which would result in the estimated collections as specified in the City's 2021 Tax Budget. This action will then permit the Budget Commission to collect property taxes at the rates established for the upcoming year.

A Resolution Authorizing the City Manager to Enter into A Contract with Cargill, Inc. For the Purchase of De-Icing Rock Salt for the 2020-2021 Season

Mayor Dobrozsi assigned the legislation to Mr. Cappel.

Mr. Heitkamp explained that, if approved, this Resolution would authorize the City Manager to enter into a contract with Cargill, Inc. pursuant to a joint purchasing bid with Hamilton County for 2020-2021 de-icing rock salt. The purchase of de-icing rock salt for the 2019-2020 winter season is included in the City budget in the 261.000.5380 Street Maintenance, 266.000.5380 Permissive MVL Fund and 265.000.5380 State Highway Fund. He stated it is requested to purchase 200 tons at $58.87 per ton. The total cost for this contract shall not exceed $11,774.

A Resolution Authorizing the City Manager to Enter into A Labor Agreement with The American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO for Wages and Benefits for Employees within the Department of Public Works from September 1, 2020 Through August 31, 2023

Mr. Riblet explained that, if approved, this Resolution would authorize a labor agreement with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO ("AFSCME") from September 1, 2020 through August 31, 2023. The City and AFSCME have reached an agreement on a new three-year labor contract that includes wage and benefit modifications, pending City Council's approval.

ADMINISTRATION REPORT

Mr. Riblet reported the following items:

- The City Council Business Session is scheduled for Wednesday, October 7 at 7:00 p.m.

- The Financial Planning Committee will meet on Tuesday, October 7 in a hybrid meeting at City Hall and also using teleconferencing at 4:30 p.m. The Law and Safety and Planning, Zoning and Landmarks Committees have cancelled their meetings for the month of October.

- The Parks and Recreation and Government Affairs Committees will meet Monday, October 14 in a hybrid meeting at 3:30 and 4:30 p.m. respectively. The Public Works Committee has cancelled their meeting for the month of October.

- On Tuesday, September 22, the Fire Department met with the Insurance Services Office (ISO) for the required five-year audit of community protection. This audit sets the basis of the Community Rate Classification for insurance companies as they set fire insurance rates for businesses and residents. It is anticipated to have the final report back to us in seven months.

- Ford Development is repairing/replacing three locations of the Heritage District paver crosswalks, one location on Main Street and two on Montgomery Road. The Main Street replacement was completed Tuesday, September 22 and they are currently working on the Montgomery Road location by Kotsovos. They should be complete with the last location by Neuilly Plaisance early next week.

- The City received news from the State of Ohio that our DORA application was approved. Staff is currently reaching out to the liquor permit holders in within the DORA area for confirmation of their participation, signage and DORA cups are being ordered and maps are being printed. We are targeting a November 1 date to officially kick off the DORA and we will be working with the Montgomery Chamber of Commerce as well.

- The State has indicated Trick or Treat activities will be on a community by community basis this year. We have received guidance and safety recommendations from Hamilton County and see no reason to cancel this event for our community. Citizens and residents have the ability to participate or opt out as they with any other year. We will be pushing this out via the website and social media for Saturday, October 31 from 6-8 p.m. along with the safety recommendations.

- In Legislative news, SB357 has been rolled into HB614 and if approved will provide Federal CARES funding to go directly to local municipalities and townships through their counties. Hamilton County would receive the approximate $30MM and distribute accordingly. Also, we would not need to pass additional legislation as we would be covered under the Resolution, we passed for previous CARES funds as part of HB481.

- A reminder that National First Responder Day will be recognized on Wednesday, October 28 with a recognition breakfast for the City's Fire & Police staff. The breakfast will begin at 7:30 a.m. and will be held in the Mayor's Court/Training Room at the Safety Center.

- Mr. Donnellon has once again graciously offered to hold the Smokin' Irish Barbecue. A suggested date to hold this event is on Friday, October 30. The event will be held at the Public Works Facility to provide a safe dining environment for staff and Council.

LAW DIRECTOR REPORT

Mr. Donnellon reported that the Montgomery Quarter was still progressing with very few details left to be finalized.

CITY COUNCIL REPORTS

Mr. Cappel

Mr. Cappel reported that the EAC One Stop Drop Recycling Event is scheduled for Saturday, September 26 from 10:00 a.m. to 1:00 p.m. He stated that Goodwill, Habitat for Humanity, Operation Giveback and Matthew 25 Ministries would be there to collect items as well as Royal Document to conduct onsite shredding.

Mrs. Bissmeyer

No report.

Mrs. Harbison

Mrs. Harbison explained that she would like to appoint Bonnie Pendleton to the Arts Commission for a term ending on January 31, 2024. She explained that this appointment did not go through a Committee so she would need a second. Mr. Suer seconded the motion. City Council unanimously agreed.

Mrs. Harbison provided an update on the following Committee and Commission meeting agenda items:

- Arts Commission
  - Two Live at the Uni Zoom concerts were scheduled and are as follows:
    - October 26- featuring Carolyn Bowman and Austin Colby
    - November 9- featuring Allen Wiggins.

- Sister Cities Commission
  - Bands are being booked for Bastille Day 2021
    - Ricky Nye and the Swinging Bed Bugs
    - Naked Karate Girls
    - The Mistics
  - Dinner Around the World is anticipated to be held on January 31, 2021
  - Marcallene Shockey will participate in a National Sister Cities Zoom Meeting

Mrs. Harbison explained that First Suburbs Consortium will hold a joint meeting with Hamilton County on October 29 from 6:00 to 7:30 p.m., via Zoom, featuring Liz Bloom speaking about affordable housing.

Mrs. Harbison stated that the Law Director Evaluation process has begun.

Mrs. Harbison explained that City Council will participate in the Haunted Trail which is also a reverse parade being held on Saturday, October 17 from 6:30 to 8:30 p.m. She asked Council members to let her know if they can participate.

Ms. Roesch

Ms. Roesch provided an update on the following meeting agenda items:

- The Parks and Recreation Commission was provided a lesson in pickleball at their last meeting.
- The Beautification and Tree Commission are working on the April 2021 Tree City Luncheon in the hopes that they can hold it.

- BAMSO held a meeting at which the Blue Ash Veterans Day program was cancelled however there will be comments recorded by various community members and veterans to be added to a livestreamed concert that will be broadcast from November 11 to November 13. She added that the licensing agents have agreed to allow them to incorporate as much of the old program as they want. She stated that the holiday concert will likely be recorded at the Montgomery Assembly of God and be broadcasted in similar fashion.

Mr. Suer

No report.

Vice Mayor Margolis

Vice Mayor Margolis relayed his condolences to the family of Michael Currin, Montgomery resident.

Mayor Dobrozsi

Mayor Dobrozsi added that he too wished to relay his condolences and planned a moment of silene during the Other Business portion of the agenda.

MINUTES

Vice Mayor Margolis moved to approve the September 2, 2020 Public Hearing and September 2, 2020 Business Session minutes as written. Mr. Cappel seconded. City Council unanimously agreed.

MAYORS COURT

Mayor Dobrozsi stated that he would need a motion to dispense of Mayors Court collections for the month of August.

Mr. Suer made a motion to dispense of Mayors Court collections for the month of August in the amount of $10,925. Mr. Cappel seconded. City Council unanimously agreed.

OTHER BUSINESS

Mayor Dobrozsi asked for a moment of silence in recognition of the passing of Michael Currin, recent graduate of Moeller High School and Montgomery resident.

Mayor Dobrozsi asked if there was any other business to discuss. There was none.

GUESTS AND RESIDENTS

Mayor Dobrozsi stated that as there were no guests or residents present at City Hall, he would open the floor to those who are present on the line. He asked for anyone on the line to state their name and address and to adhere to the three-minute speaking rule.

Mayor Dobrozsi asked if there were any other guests or residents on the line. There was no response.

Mayor Dobrozsi closed the floor to public comment.

ADJOURNMENT

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

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

City Council adjourned at 8:16 p.m.

_____
Connie Gaylor, Clerk of Council

DRAFT

CITY OF
MONTGOMERY
A CHARMING PAST. A GLOWING FUTURE.

MEMORANDUM

October 2, 2020

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief JDC

Subject: Liquor Permit

I am in receipt of a notification from the Ohio Division of Liquor Control, for the issuance of a TREX liquor license as stated below:

1. The issuance of a TREX D1 and D2 license to European Café LLC at 9450 Montgomery Road, Montgomery, Ohio 45242.

As you will recall, City Council approved the request of European Café, LLC to allow an Economic Development transfer of a liquor license from Depot Barbecue LLC to the European Café at the August 5, 2020 Business Session. This request is to determine if City Council would like to request a hearing on the final issuance of the license. I am not aware of any information that would cause the City of Montgomery to object to the issuance of this permit or any need to request a hearing. A motion to request or not request a hearing will be needed in order for the Clerk of Council to respond to the Liquor Control Board.

Should you have any questions, please do not hesitate to contact me.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P. O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2569980 PERMIT NUMBER / TREX TYPE	EUROPEAN CAFE LLC DBA THE EUROPEAN CAFE 9450 MONTGOMERY RD MONTGOMERY OH 45242
ISSUE DATE	
08 25 2020 FILING DATE	
D1 D2 PERMIT CLASSES	
31 TAX DISTRICT / 264 / A / F024109 RECEIPT NO.	

FROM 09/25/2020

PERMIT NUMBER / TYPE	
ISSUE DATE	
FILING DATE	
PERMIT CLASSES	
TAX DISTRICT / RECEIPT NO.	

MAILED 09/25/2020 RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/26/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A TREX 2569980
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL
10101 MONTGOMERY RD
MONTGOMERY OHIO 45242

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number	2569980
Permit Name / DBA	
Member / Officer Name	

Search **Reset** **Main Menu**

	Member/Officer Name	Shares/Interest	Office Held
	Permit Number: 2569980; **Name**: EUROPEAN CAFE LLC; **DBA**: DBA THE EUROPEAN CAFE; **Address**: 9450 MONTGOMERY RD MONTGOMERY 45242		
	ANDREA ANUSBIGIAN	MANAGE MEM	PRESIDENT

- Ohio.Gov
- Ohio Department of Commerce

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