

September 18, 2020

TO: Mayor and City Council Members

FROM: Brian K. Riblet, City Manager *BKR*

SUBJECT: City Council Work Session of Wednesday, September 23, 2020

The meeting will begin immediately after the conclusion of the Montgomery Community Improvement Corporation (CIC) meeting beginning at 6:30 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.

#### Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
  - a. Jim Mayer will be presented with a Proclamation honoring his retirement as Executive Director at Twin Lakes, Life Enriching Community, and his friendship to the City.
4. Guest and Residents
5. Legislation for Consideration this Evening
6. Establishing an Agenda for October 7, 2020 Business Session

#### 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— Please find attached correspondence from Paul Wright, Fire Chief, requesting that City Council adopt 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. 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.

*Add this Resolution to the October 7, 2020 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- b. An Ordinance Modifying Section 132.14, Noise, of The Montgomery Code Of Ordinances—Please find attached correspondence from Tracy Roblero, Assistant City Manager/Acting Community Development Director requesting that City Council adopt this Ordinance that 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.

*Add this Ordinance to the October 7, 2020 Business Session, assign to a Council Member for first reading. The second reading of the Ordinance will be held at the November 4, 2020 Business Session. The third reading of the Ordinance will be held at the December 2, 2020 Business Session with adoption of the Ordinance requested at that meeting.*

- 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—Please find attached correspondence from Katie Smiddy, Finance Director, requesting that City Council adopt this Ordinance that establishes 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 will be forthcoming and will be presented to City Council in the packet for the October 7, Business Session.

*Add this Ordinance to the October 7, 2020 Business Session, assign to a Council Member for first reading. The second reading of the Ordinance will be held at the November 4, 2020 Business Session. The third reading of the Ordinance will be held at the December 2, 2020 Business Session with adoption of the Ordinance requested at that meeting.*

- 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—Please find attached correspondence from Katie Smiddy, Finance Director, requesting that City Council adopt this Resolution accepting 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.

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- 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—Please find attached correspondence from Gary Heitkamp, Public Works Director, requesting that City Council 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. It is requested to purchase 200 tons at \$58.87 per ton. The total cost for this contract shall not exceed \$11,774.

*Add this Resolution to the October 7, 2020 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- 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—Please refer to the attached correspondence from Julie Prickett, Human Resources Manager, requesting that City Council consider the adoption of 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 (“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.

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7. Administration Report
8. Law Director Report
9. City Council Member Reports
  - a. Mr. Cappel
  - b. Mrs. Bissmeyer
  - c. Mrs. Harbison
  - d. Ms. Roesch
  - e. Mr. Suer
  - f. Vice Mayor Margolis
  - g. Mayor Dobrozsi
10. Approval of Minutes- September 2, 2020 Public Hearing and September 2, 2020 Business Session.
11. Mayors Court Report
11. Other Business
12. Executive Session
13. Adjournment

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

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

September 23, 2020  
City Hall

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C: Connie Gaylor, Administrative Coordinator

Department Heads  
Terry Donnellon, Law Director



CITY OF

# MONTGOMERY

## Proclamation

**WHEREAS, Jim Mayer**, has selflessly served the residents of Twin Lakes Retirement Community, their families, and the surrounding community as the Administrator since 2013; and,

**WHEREAS, Jim** graciously partnered with the City to host the Montgomery Citizen Leadership Academy (MCLA), "*Zen, the Art of the Citizenship*" session since 2011 and ensured that all participants were treated with a delicious meal and beautiful accommodations during their visit; and,

**WHEREAS**, the Montgomery Chamber of Commerce has benefited from **Jim's** talents and generous commitment as a community business leader representing Twin Lakes. **Jim** has provided guidance and energy to the Chamber always leading members to do their best to advance the interests of business in Montgomery and inspiring a sense of corporate give back to the City amongst others inside and outside his expansive circle of influence. **Jim** has served on the Chamber Events Committee, became a member of the Board of Directors, and was elected as President, leading us to call him "President Mayer"; and,

**WHEREAS**, and, **Jim** was an active member of the Rotary Club of Northeast Cincinnati and always supported the Rotary's booth during Montgomery's BAMSO concert and July 4<sup>th</sup> Festival; and,

**WHEREAS, Jim's** love of fishing has led to the initiation of an annual Twin Lakes Jim Mayer Fishing Derby; and,

**WHEREAS**, the City of Montgomery, Twin Lakes and the surrounding community are truly indebted to **Jim** for his compassion, dedication and commitment to the care and wellbeing of the residents and community; and,

**WHEREAS, Jim** epitomizes the quote by Bernard Shaw "A gentleman is one who puts more into the world than he takes out" and Jim has certainly done that and we wish him the best that retirement has to offer in the years ahead.

**NOW, THEREFORE, I, Chris Dobrozsi**, the 23<sup>rd</sup> Mayor of the City of Montgomery, do hereby proclaim the 23<sup>rd</sup> day of September 2020 as

## Jim Mayer Day

in the City of Montgomery, Ohio and urge all citizens to observe this day in ways relevant to its importance and significance.



IN WITNESS WHEREOF, I have hereunto subscribed my name this 23<sup>rd</sup> day of September Two Thousand and Twenty.

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Christopher P. Dobrozsi, Mayor

August 31, 2020

TO: Brian Riblet, City Manager  
FROM: Paul Wright, Fire Chief *PCW*  
SUBJECT: Legislation Request for Purchase of 2020 Braun E450 Chief XL Type III Ambulance

**Request**

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

**Background**

The State of Ohio competitively bid the purchase of Ambulances & Related Accessories with a summary of those bid results made available to the City of Montgomery. This program provides information for the purchase of ambulances to local governments through a State Term Schedule (STS) available through the Cooperative Purchasing Program established as part of the State of Ohio bid with all vendors submitting bid proposals. The STS number for this contractor is #800818. The City of Montgomery has purchased vehicles through the Cooperative Purchasing Program in past years and this has proven to be very economical and thorough process in which to replace vehicles in the City's fleet.

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

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

Base price	\$168,380.00
STS Options	<u>\$ 19,019.90</u>
Sub-Total	\$187,399.90

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

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

<b>Non-STS Options Sub-Total</b>	<b>\$ 21,996.25</b>
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Total pricing for the Ambulance is as follows:

Base Price/STS Options Sub-Total	\$187,399.90
Non-STS Options Sub-Total	<u>\$ 21,996.25</u>
	\$209,396.15
Chassis Rebate from Ford	<u>(\$ 4,600.00)</u>
Grand Total – Contract Price	\$204,796.15

Furthermore, staff would recommend a contingency of \$1,203.85 for unforeseen or unexpected circumstances which may occur during construction of the vehicle.

**Recommendation**

Staff recommends that City Council adopt legislation authorizing the City Manager to enter into a contract with Penn Care Incorporation for the purchase of the previously described and specified Type III Ambulance in the amount not to exceed \$206,000.00.



**PURCHASE AGREEMENT**  
*September 2, 2020*

**PURCHASER:**

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

**SELLER:**

Penn Care, Inc  
1317 North Rd  
Niles, OH 44446

Seller sells to Purchaser an E450 Braun Chief XL Ambulance as per the attached specifications and modifications. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Penn Care Inc. Additions or deletions can only be made if the vehicle has not passed that point in production.

**PURCHASE TERMS**

<b>E450 Braun CHXL:</b>	<b>\$209,396.15</b>
<b>Ford FIN Rebate:</b>	<b>\$4,600.00</b>

<b>TOTAL DUE ON DELIVERY:</b>	<b>\$204,796.15</b>
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**OHIO STATE TERM PRICING:** This Unit is being sold/bought using Ohio STS Pricing, these contracts are negotiated directly with a manufacturer or service provider who must agree to terms and conditions prepared by the Department of Administrative Services. Pricing is either based upon General Services Administration pricing schedules or a manufacturer's most favored customer pricing schedule for a similarly situated customer. The manufacturer or service provider may name any number of authorized distributors who will provide the products or services to the agencies on their behalf.

A State Term Contract is a contract that addresses the estimated requirements for a number of agencies for supplies or services that are used repeatedly or in significant quantities over a period of time. Agencies place orders directly with term contract suppliers for the quantity needed.

**DESIGN CHANGES BY THE MANUFACTURER:** The Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts of new vehicles at any time without notice and without obligation to make the same or any similar changes upon any motor vehicle, chassis, accessories or parts of vehicles previously purchased by or shipped to seller or being manufactured or sold in accordance with Seller's orders. In the event of any such change by the manufacturer, Seller shall have no obligation to Purchaser to make this same or any similar change in any motor vehicle, chassis, accessories or parts of the vehicle covered by this

agreement either before or after delivery to Purchaser.

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

**EXECUTION OF OTHER DOCUMENTS:** The Purchaser, before or at the time of delivery of the motor vehicle covered by this agreement will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order or as required by law.

**PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER:** The Purchaser agrees to pay the balance due on the terms specified and to accept delivery of the ordered motor vehicle within seven (7) calendar days after notification that the vehicle is ready for delivery. In the event Purchaser fails to take delivery of the vehicle, Purchasers Deposit may be retained by Seller as liquidated damages for Seller's expense and efforts in this matter. In addition, Seller may dispose of or sell such ordered vehicle as Seller deems reasonable.

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<u>PURCHASER</u>	<u>SELLER</u>
City of Montgomery Fire Department BY: _____ BY: _____ DATE: _____	Penn Care Inc. BY: _____ Mike Milo Sales DATE: _____

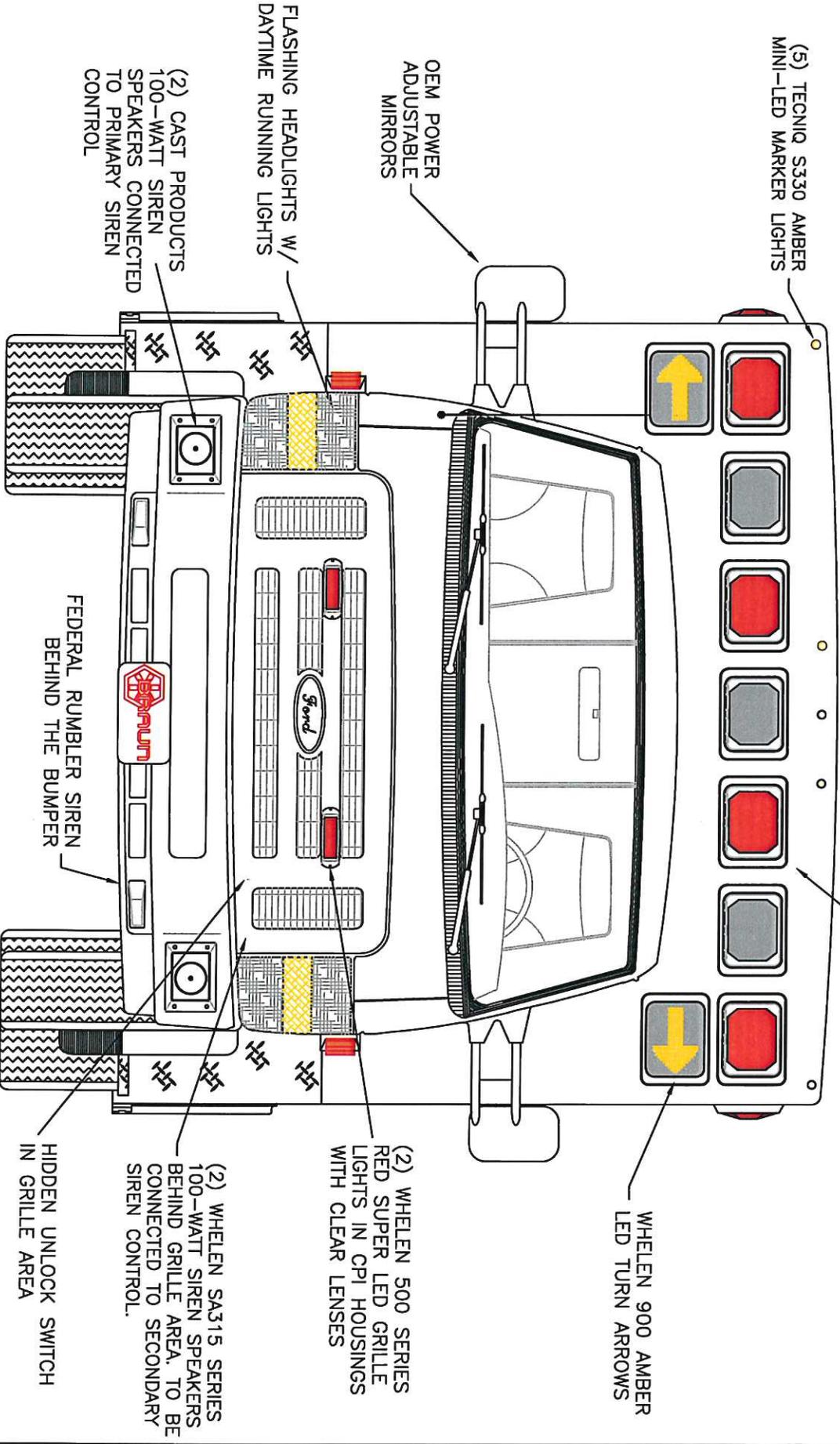
**City of Montgomery Fire Department**  
**Ford E450 4x2 Chief XL Type III**

Item	STS	Non STS
Chasiss	\$ 168,380.00	
(1) Additonal Battery	\$ 179.98	
On Spot Tire Chainss	\$ 3,275.25	
Rumbler		\$1,464
Custom Console Inside Cab		\$ 2,177.00
Whelen Siren with Remote/Front Bumper/Grille		\$ 1,989.00
Green Mini LED Shoreline Indicator Light	\$ 74.44	
Vanner 1050 Watt Inverter	\$ 1,758.73	
Red Mini LED on Rear Facing OSS Doors	\$ 735.48	
LED Strip Lightingin OSS Compartments	\$ 1,414.00	
LED Strip Lighting in Interior Compartments	\$ 619.96	
(3) Additional 125VAC Outlets	\$ 253.31	
(3) Additional 12VDC Outlets	\$ 213.31	
(2) Dual USB Ports	\$ 168.88	
(1) Additional Antenna Base	\$ 65.55	
(2) Whelen LED Turn Arrows on Front of Module	\$ 592.18	
(2) Whelen LED Turn Arrows on Rear of Module	\$ 592.18	
Whelen 900 Rear Tail Lights		\$ 588.00
(5) Whelen 900 LEDS on Rear of Module	\$ 728.82	
(4) Whelen 900 24 Diode Scene Lights	\$ 887.69	
Relocated Vista screen (Deleted ACP Panel)		\$ 189.25

<i>(2) Cast Speakers Connected to Primary Siren</i>		\$	683.00
<i>Whelen 295HFSA7 Secondary Siren</i>		\$	661.00
<i>Installation of (2) Customer Supplied Lifepack Mounts</i>		\$	145.00
<i>Magnagrip Exhuast Adaptor on Exhaust Pipe</i>		\$	991.00
<i>OSS1 - (2) SCBA Brackets Mounted Verticllay</i>		\$	428.00
<i>(1) Exposed Shelf Track in OSS1</i>	\$	243.31	
<i>(1) Adjustable Shelf in OSS1</i>	\$	238.87	
<i>OSS3 - Modified Height, Compartments, Shelving.</i>		\$	1,755.00
<i>OSS4 - Modified I/O Access and Shelving</i>		\$	1,864.00
<i>Inventory Control System</i>	\$	83.33	
<i>Stainless Steel Chrome Locking Latches</i>	\$	88.23	
<i>Streetside Cabinet #1 Moved</i>		\$	152.00
<i>Streetsdie Cabinet #4 in Action Area - Custom</i>		\$	635.00
<i>Cabinet #1 on Front Wall Modified with Combination Lock</i>		\$	321.00
<i>A-Bar at Head of Squad Bench w/ Sharps/Waste</i>	\$	442.18	
<i>(2) Stainless Steel Assits Handles on Rear Doors</i>	\$	113.32	
<i>Exhuast Vent Moved</i>		\$	118.00
<i>Glove Box Dispenser Above Rear Doors</i>	\$	249.98	
<i>(1) Additional IV Hanger</i>	\$	107.77	
<i>Custom Cabinet/Countertop in Pass Through for Trash</i>		\$	871.00
<i>Custom Cabinet/UV Light over Sqaud Bench</i>		\$	853.00
<i>Powerlocks on All Doors and Key Fobs</i>		\$	1,200.00
<i>Pass Through Door with Glove Box</i>		\$	960.00
<i>Stryker Power Load Cot Mount Install</i>		\$	750.00

<i>Paint and Buff Module One Solid Color - RED</i>	\$ 1,946.51	
<i>Paint and Buff Chassis One Solid Color - RED</i>	\$ 3,946.64	
<i>Custom Graphics Package</i>		\$ 3,202.00
<b>TOTAL:</b>		\$ 209,396.15
<b>Ford FIN:</b>		<b>\$4,600</b>
<b>Total Due on Delivery:</b>		\$ 204,796.15

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



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

CITY OF  
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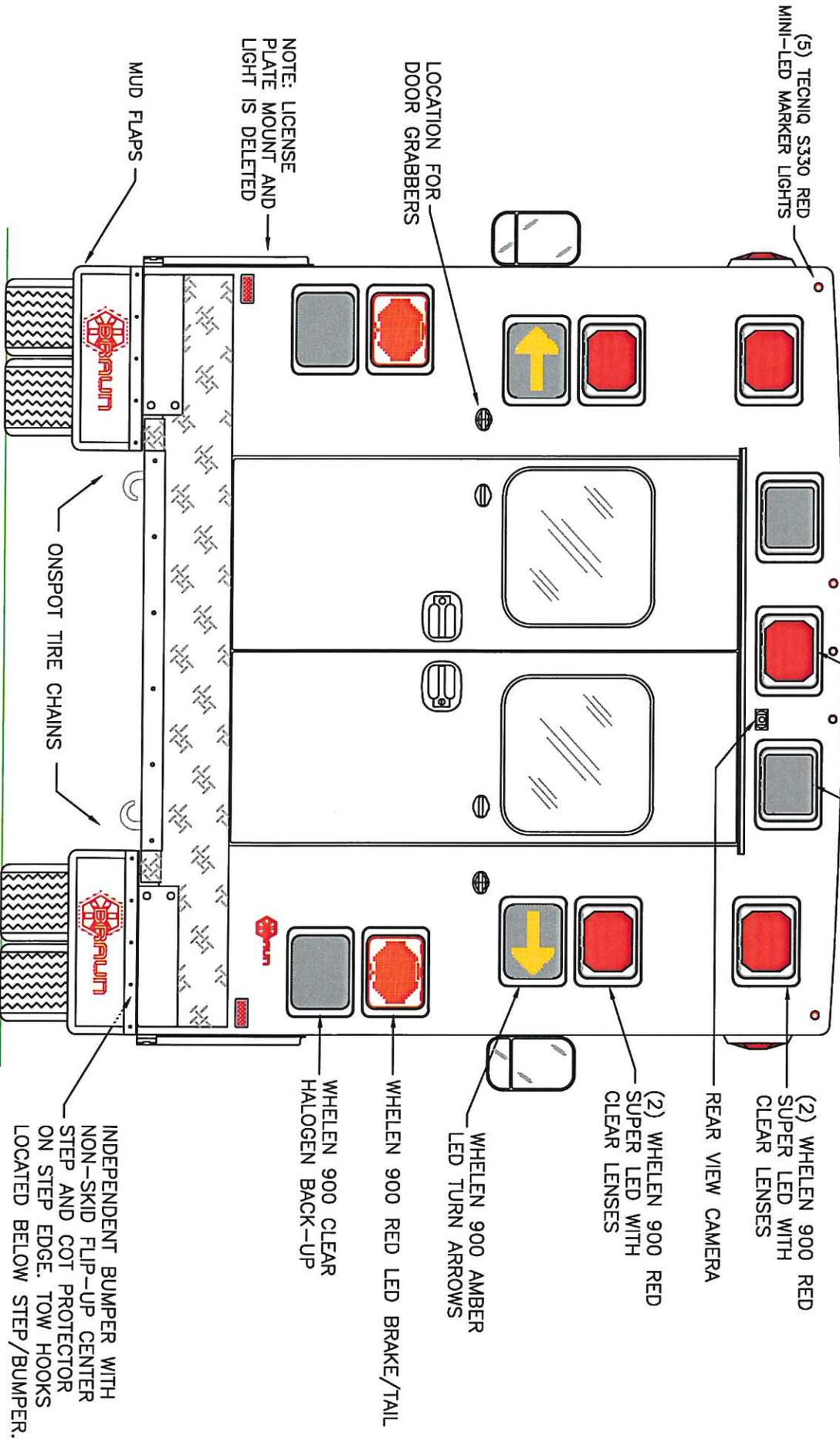


2020 FRONT EXTERIOR VIEW  
 CHIEF XL-III/FORD E-450 CHASSIS-GAS ENGINE

APPROVAL SIGNATURE:

DATE:	7-21-20	DRAWING NO.:	MONTGOMERY-1
DWG. SER:	A	REV.:	
DATE:			

DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE  
 OVERALL HEIGHT = 106.5"  
 OVERALL WIDTH WITH RUB  
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NOTE: LICENSE  
 PLATE MOUNT AND  
 LIGHT IS DELETED

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CITY OF  
 MONTGOMERY



2020 REAR EXTERIOR VIEW  
 CHIEF XL-III/FORD E-450 CHASSIS

DATE:	5-28-20	DRAWING NO.:	MONTGOMERY-2
DMG:	SER NR	REV:	

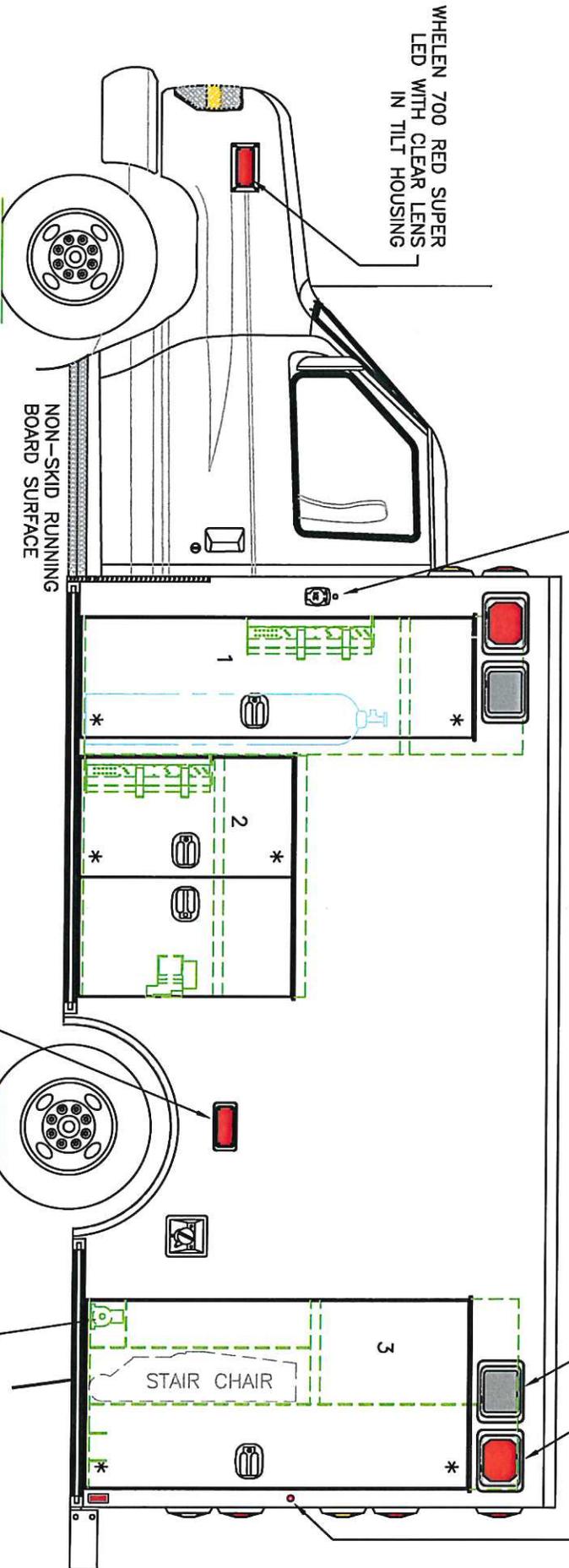
DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE  
 OVERALL HEIGHT = 106.5"  
 OVERALL LENGTH = 272.75"  
 MODULE LENGTH = 169"

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

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

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

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



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

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

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

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

COMPARTMENTS TO HAVE LED STRIP LIGHTING

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CITY OF MONTGOMERY

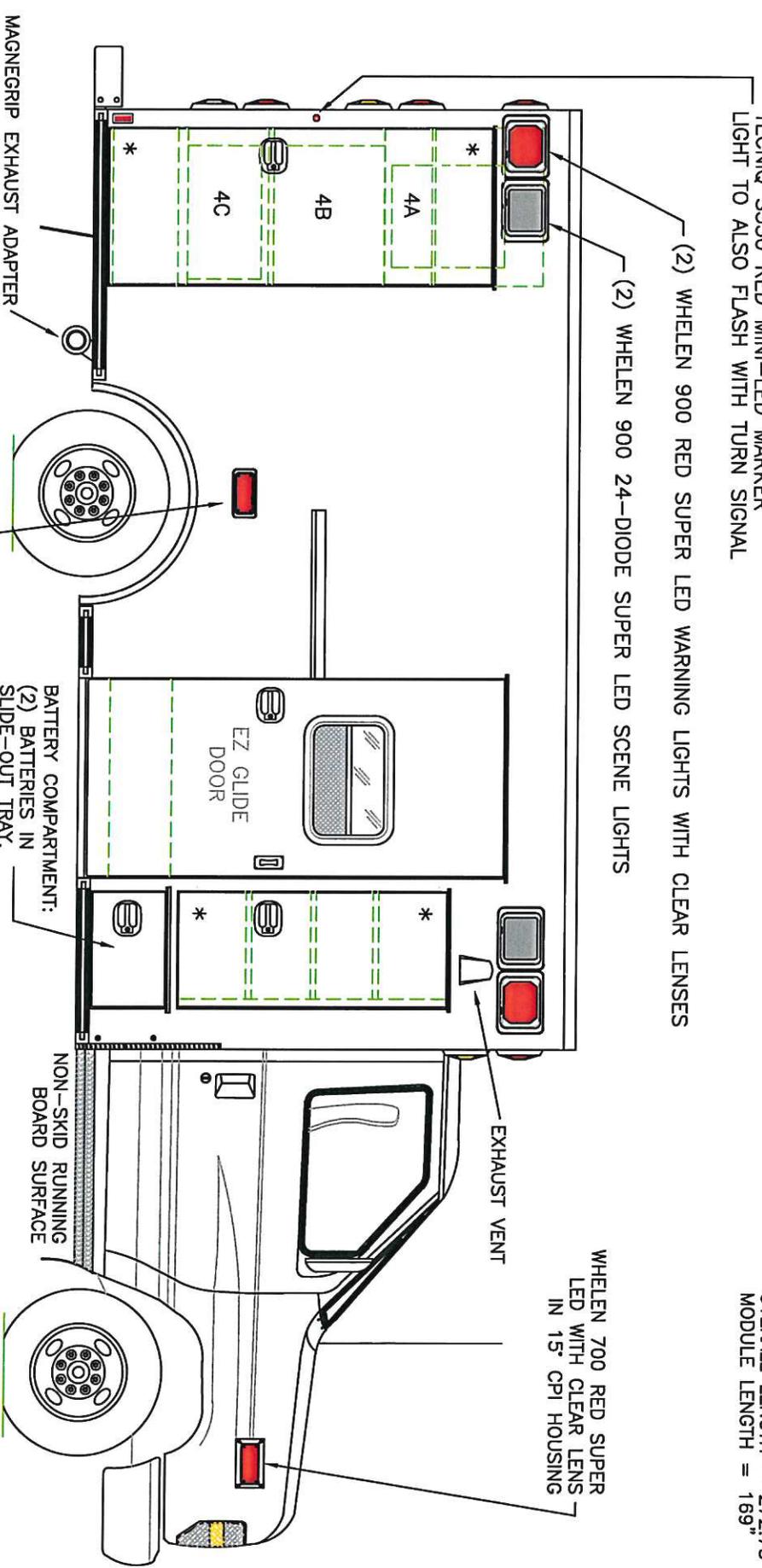


2020 STREETSIDE EXTERIOR VIEW  
 CHIEF XL-III/FORD E-450 CHASSIS

DATE:	8-11-20
DWG. SER	C

DRAWING NO. MONTGOMERY-3

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



COMPARTMENT O.S.S #4  
 CLEAR OPENING: 68.00h x 24.75w  
 #4A = 28.75h x 28.50w x 20.75d  
 INSIDE/OUTSIDE ACCESS WITH (1) ADJUSTABLE SHELF  
 (1) ADJUSTABLE SHELF WITH NO LIP  
 #4B = 20.00h x 28.50w x 20.75d  
 INSIDE/OUTSIDE ACCESS FOR CUSTOMER SUPPLIED/LIFEPAK BRACKET  
 #4C = 28.00h x 28.50w x 20.75d WITH (1) ADJUSTABLE SHELF WITH NO LIP AND INSIDE/OUTSIDE ACCESS TOWARDS INTERIOR AISLE

COMPARTMENTS TO HAVE LED STRIP LIGHTING

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

O.S.S #5  
 CLEAR OPENING: 46.75h x 17.25w  
 INSIDE DIM'S. 5: SEE PARTITION INTERIOR VIEW  
 INSIDE/OUTSIDE ACCESS WITH (3) ADJUSTABLE SHELVES

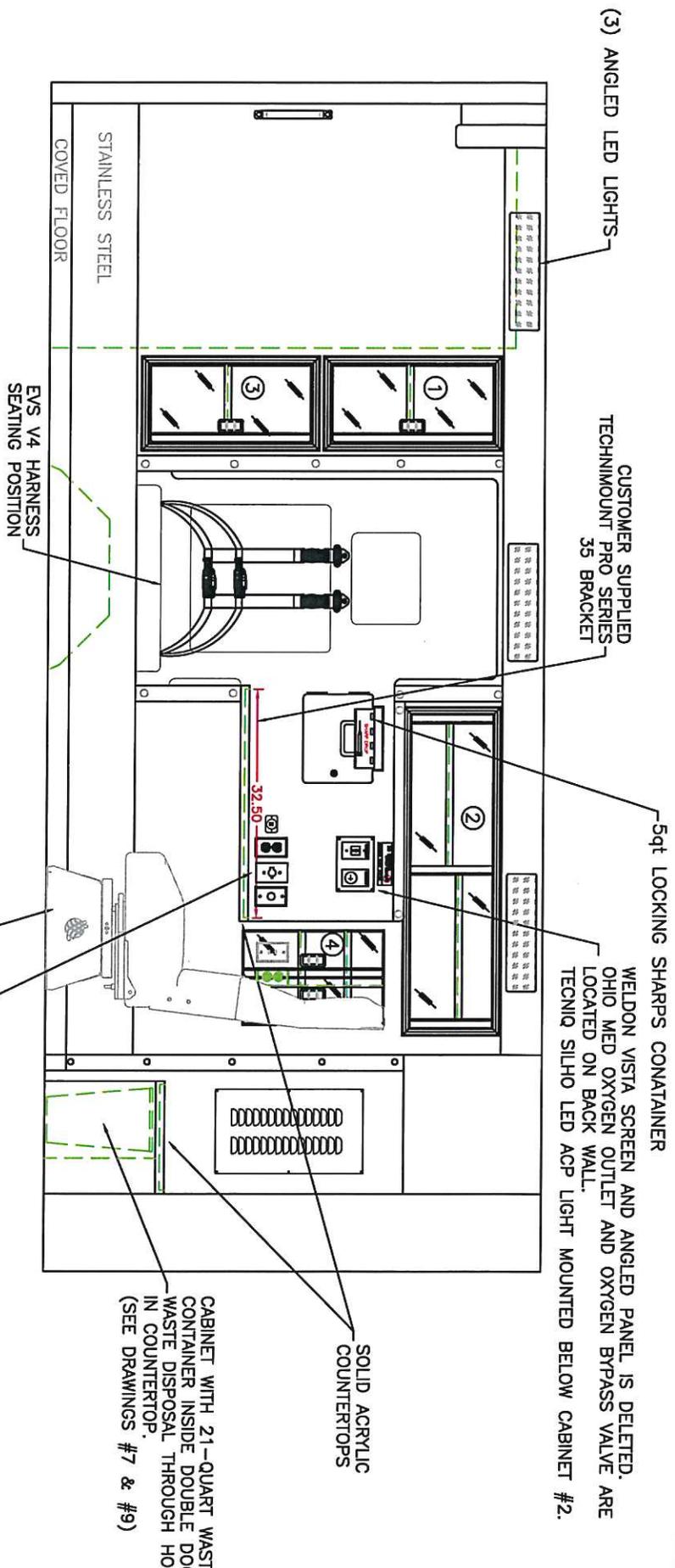
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 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

CITY OF MONTGOMERY



2020 CURBSIDE EXTERIOR VIEW  
 CHIEF XL-III/FORD E-450 CHASSIS

DATE:	7-21-20	DRAWING NO.	MONTGOMERY-4
DWG. SER	A	REV.	A



(3) ANGLED LED LIGHTS

CUSTOMER SUPPLIED  
TECHMOUNT PRO SERIES  
35 BRACKET

5qt LOCKING SHARPS CONTAINER

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

SOLID ACRYLIC  
COUNTERTOPS

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

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

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

EVS V4 HARNESSES  
SEATING POSITION

STAINLESS STEEL

COVED FLOOR

**COMPARTMENT**

#1 DOOR OPENING: 23.25h x 11.25w  
INSIDE DIMS: 25.00h x 13.00w x 17.25d

LEFT-HINGED POLYCARBONATE DOOR WITH FULL  
LENGTH HANDLE AND CENTER SQUEEZE LATCH  
(1) ADJUSTABLE SHELF  
TOTAL CABINET WEIGHT RATING = 25 lbs.

#2 DOOR OPENING: 11.50h x 44.50w  
INSIDE DIMS: 13.25h x 46.25w x 17.25d

(1) ADJ SHELF EACH SIDE OF CENTER DIVIDER  
SLIDING POLYCARBONATE CABINET DOORS  
TOTAL CABINET WEIGHT RATING = 25 lbs.

#3 DOOR OPENING: 23.25h x 11.25w  
INSIDE DIMS: 25.00h x 13.00w x 17.25d

LEFT-HINGED POLYCARBONATE DOOR WITH FULL  
LENGTH HANDLE AND CENTER SQUEEZE LATCH  
(1) ADJUSTABLE SHELF  
TOTAL CABINET WEIGHT RATING = 25 lbs.

#4 DOOR OPENING: 18.00h x 13.50w  
INSIDE DIMS: 18.00h x 13.50w x 17.25d

HINGED POLYCARBONATE DOORS WITH FULL  
LENGTH HANDLE AND CENTER SQUEEZE LATCHES  
(2) ADJUSTABLE SHELVES  
NOTE: DEPTH OF CABINET DELETES OXYGEN  
ACCESS WINDOW.  
DUAL USB PORT; 125 VAC OUTLET WITHIN CABINET  
TOTAL CABINET WEIGHT RATING = 25 lbs.

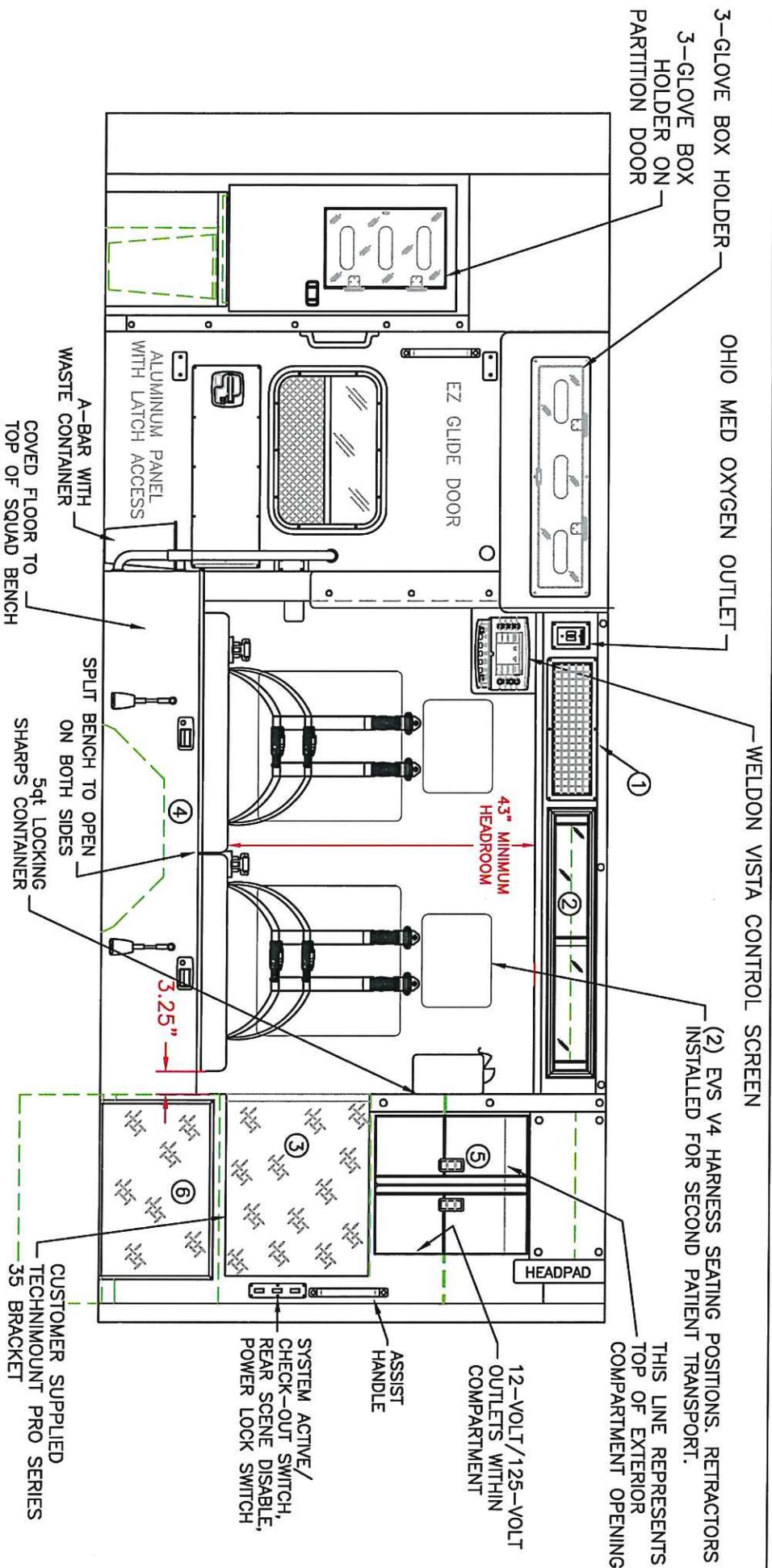
INVENTORY CONTROL SYSTEM  
CABINETS TO BE ALUMINUM  
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DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

CITY OF  
MONTGOMERY



2020 STREETSIDE INTERIOR VIEW  
CHIEF XL-III

DATE:	8-11-20	DRAWING NO.:	MONTGOMERY-5
DMG:	SER C	REV.:	



3-GLOVE BOX HOLDER  
 3-GLOVE BOX HOLDER ON PARTITION DOOR

OHIO MED OXYGEN OUTLET

WELDON VISTA CONTROL SCREEN

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

THIS LINE REPRESENTS TOP OF EXTERIOR COMPARTMENT OPENING

12-VOLT/125-VOLT OUTLETS WITHIN COMPARTMENT

ASSIST HANDLE

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

CUSTOMER SUPPLIED TECHNIUMOUNT PRO SERIES 35 BRACKET

3.25"

43" MINIMUM HEADROOM

EZ GLIDE DOOR

ALUMINUM PANEL WITH LATCH ACCESS

A-BAR WITH WASTE CONTAINER COVERED FLOOR TO TOP OF SQUAD BENCH

SPLIT BENCH TO OPEN ON BOTH SIDES 5qt LOCKING SHARPS CONTAINER

#1 = LUMALIER ADU-136 UV LIGHT RECESSED IN FLANGED ALUMINUM HOUSING

#2 DOOR OPENING: 4.50h x 35.50w  
 INSIDE DIMS: 6.25h x 37.25w x 10.25d  
 SLIDING POLYCARBONATE DOORS  
 TOTAL CABINET WEIGHT RATING = 25 lbs.

#3 = LIFEPAK MONITOR OPENING (TOWARDS BENCH/AISLE)  
 20.00h x 25.25w WITH INSIDE/OUTSIDE ACCESS  
 LOCATION FOR CUSTOMER SUPPLIED MONITOR BRACKET

#4 INSIDE DIM'S: 14.25h x 72.00w x 21.00d

#5 = INSIDE/OUTSIDE ACCESS TOWARDS AISLE  
 DOOR OPENING: 21.25h x 19.25w  
 OPENING DIMS: OSS#44  
 HINGED POLYCARBONATE DOORS WITH FULL LENGTH HANDLES AND CENTER SQUEEZE LATCHES  
 TOTAL CABINET WEIGHT RATING = 40 lbs.

#6 = INSIDE/OUTSIDE ACCESS TOWARDS AISLE  
 WITH BOTTOM FLUSH WITH FLOOR AND NO LIP  
 OPENING DIMS: 13.25h x 24.00w  
 EXTERIOR ADJUSTABLE SHELF LOCATED TO BE FLUSH WITH BOTTOM OF OPENING

INVENTORY CONTROL SYSTEM  
 CABINETS TO BE ALUMINUM

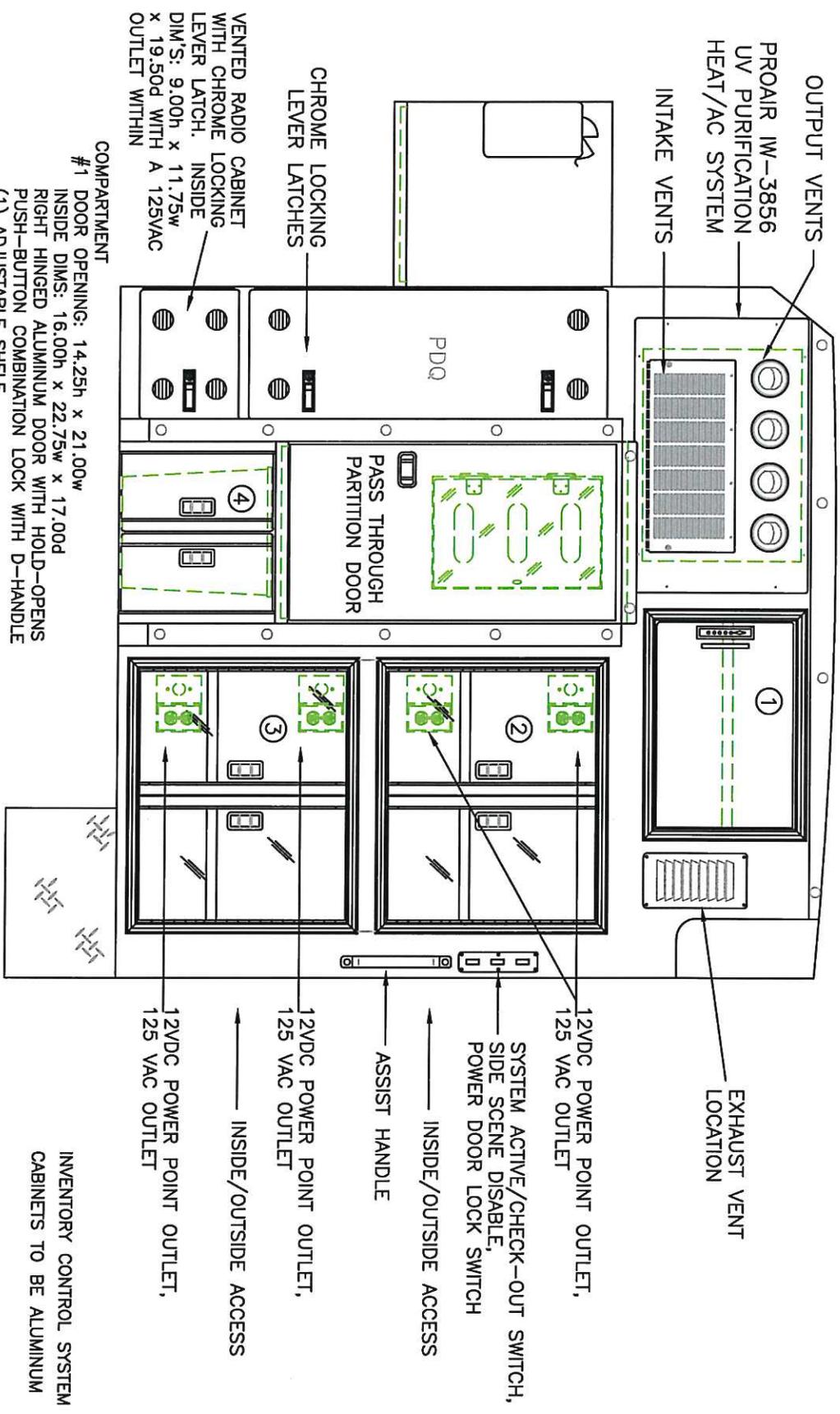
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CITY OF  
 MONTGOMERY



2020 CURBSIDE INTERIOR VIEW  
 CHIEF XL-III

DATE:	8-11-20	DRAWING NO.:	MONTGOMERY-6
DWG:	SER B	REV.:	



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CITY OF  
MONTGOMERY



2020 PARTITION INTERIOR VIEW  
CHIEF XL-III

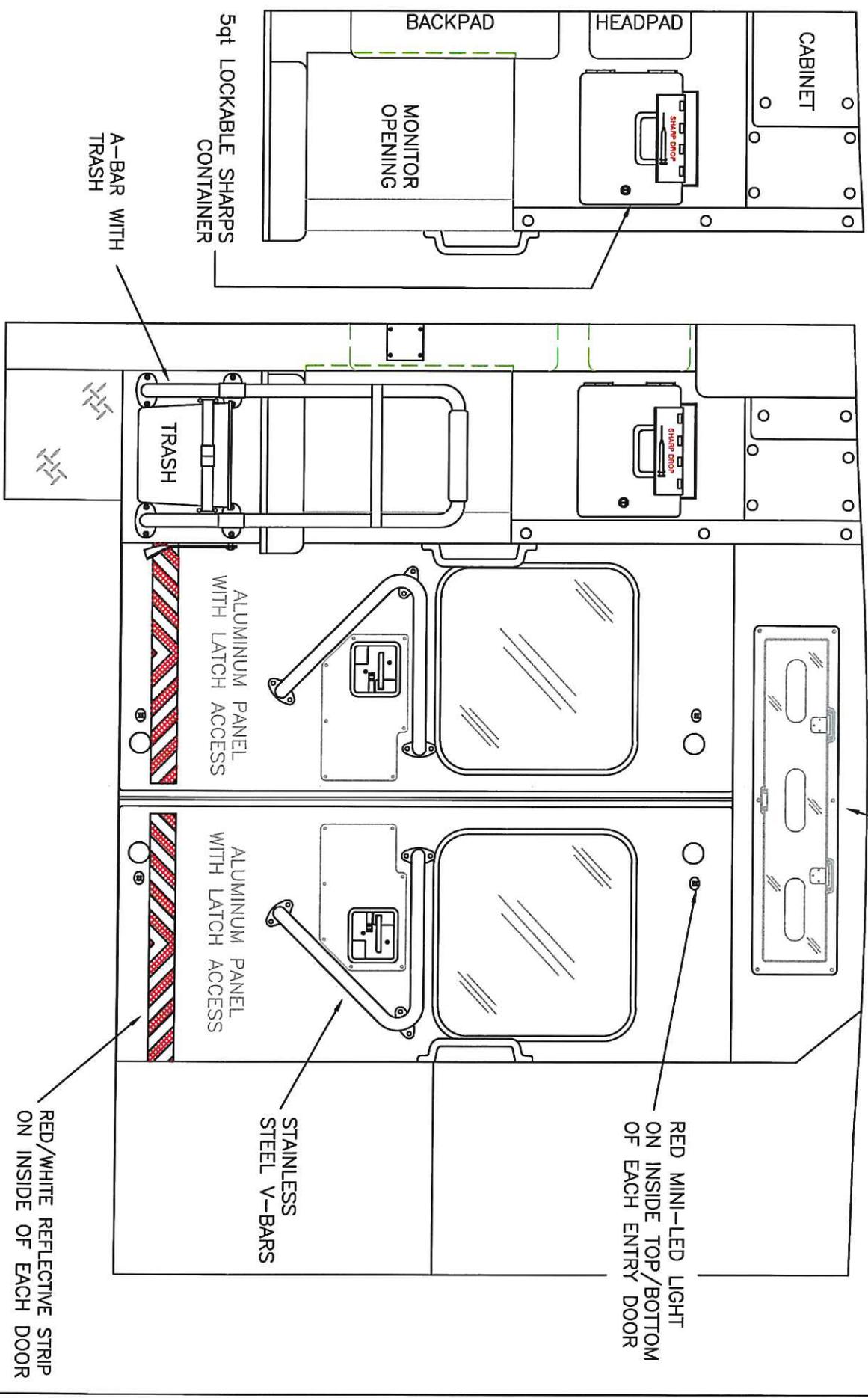
DATE:	8-11-20	DRAWING NO.:	MONTGOMERY-7
DWG.:	SER	REV.:	C

- COMPARTMENT
- #1 DOOR OPENING: 14.25h x 21.00w  
INSIDE DIMS: 16.00h x 22.75w x 17.00d  
RIGHT HINGED ALUMINUM DOOR WITH HOLD-OPENS  
PUSH-BUTTON COMBINATION LOCK WITH D-HANDLE  
(1) ADJUSTABLE SHELF
- #2 & #3 DOOR OPENINGS: 21.25h x 25.75w  
INSIDE DIMS: 24.75h x 31.50w x 20.75d  
HINGED POLYCARBONATE DOORS WITH FULL LENGTH  
HANDLES AND CENTER SQUEEZE LATCHES  
(1) ADJUSTABLE SHELF PER COMPARTMENT  
TOTAL CABINET WEIGHT RATING = 60 lbs. EACH

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

INVENTORY CONTROL SYSTEM  
CABINETS TO BE ALUMINUM

END VIEW  
OF BENCH:



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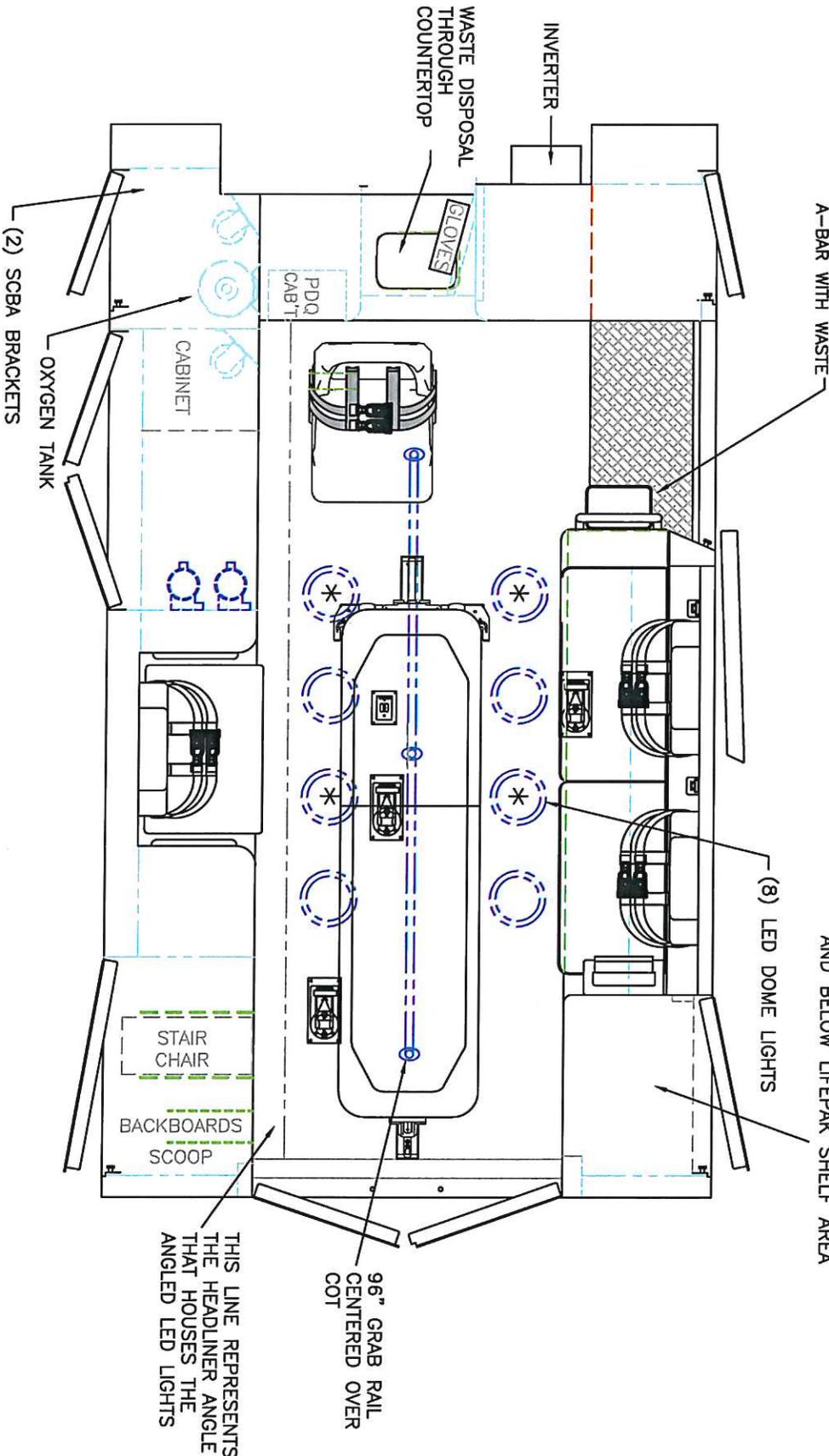
CITY OF  
MONTGOMERY



2020 REAR INTERIOR VIEW  
CHIEF XL-III

DATE:	7-21-20	DRAWING NO.:	MONTGOMERY-8
DWG.:	SERA	REV.:	

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



- = (3) RECESSED CEILING IV HANGER LOCATIONS
- = (1) CEILING OXYGEN OUTLET
- \* = (4) ANTENNA BASES LOCATED OUTBOARD OF DOME LIGHTS WITH COAX SERVICE LOOP

CUSTOMER SUPPLIED STRYKER POWERLOAD CENTER MOUNT COT LOAD SYSTEM

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

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

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

GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800818

EFFECTIVE DATES: 11/01/2019 TO 10/31/2022

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

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

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

Braun Industries, Inc.

**STATE TERM SCHEDULE**

Index No. STS233

Eff. Date 08/07/2020

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

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

**Send Purchase Orders To:**

**Remit To:**

**OAKS Contract ID:**

0000042925  
Braun Industries, Inc.  
1170 Production Dr.

800818

Van Wert, OH 45891

**Contractor Contacts:**

Mr. Chad Brown

Telephone: (419) 232-7054

Fax:

Email: chadb@braunambulances.com

**Delivery:**

**Terms:**

180 Days A.R.O. - F.O.B. Destination

Net 30 Days

**Basic Order Limitations** ( Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation. )

Minimum: \$15.00

Maximum: 2 Units

**APPROVED PRODUCTS/SERVICES:** Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

**MANDATORY USE CONTRACTS:** All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

**EXCLUDED ITEMS:** (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

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

**NOTICE TO CONTRACTOR / VENDOR:** It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

**UNSPSC CODES (OAKS Category ID) and Item Descriptions:**

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

- 25101700 - Safety and rescue vehicles
- Ambulances (25101703)

**Dealer Index**

**Dealer Name & Address**

**Remit To:**

**OAKS Contract ID:**

0000053863  
Penn Care, Inc.  
1317 North Road  
Niles, OH 44446

800818-1



**Dealer's Contact:**

<b>Name</b>	<b>Phone</b>	<b>Fax</b>	<b>Email Address</b>
Mr. Taylor Pease	(800) 392-7233 x111	(330) 544-0022	taylor@penncare.net

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## SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
2	08/07/2020	This amendment is issued to update the pricelist, dated 04/21/20, effective with all orders issued on or after 08/07/20.
1	03/06/2020	This amendment is issued to update the pricelist, dated Jan 2020, effective with all orders issued on or after 3/6/20.

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.

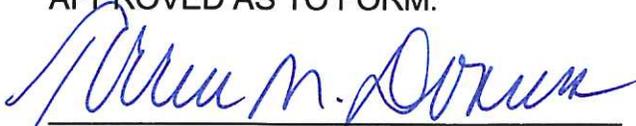
**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

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

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

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

APPROVED AS TO FORM:

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

September 18, 2020

**To:** Brian K. Riblet, City Manager

**From:** Tracy Roblero, Assistant City Manager/Acting Community Development Director *JMR*

**Subject:** Legislation Request to Modify Section 132.14 Noise of the Code of Ordinances

**Request:**

It is requested that City Council consider a recommendation from the Planning, Zoning and Landmarks Committee of Council to modify Section 132.14 Noise of the Code of Ordinances.

**Background:**

The regulation of noise is an exercise of the City's police power to protect the health, safety, and general welfare of the community. With the current number of construction projects throughout the City and feedback received from residents as a part of the residential re-construction survey, Staff conducted a review of the existing noise ordinance and researched regulations from comparable jurisdictions. The existing noise regulations are found in Section 132.14(C) of the Montgomery Code of Ordinances. The standards apply to all noise and currently do not distinguish specific regulations for construction noise; however, several comparable communities do make a distinction between construction noise and general noise violations.

Staff presented information to the Planning, Zoning and Landmarks Committee of Council at their meeting on September 3, 2019 regarding the existing noise regulations and the noise regulations of comparable communities. After discussing the matter, the Committee recommended that Staff meet with the Police Chief to create a draft amendment to the current regulations to address construction noise.

Staff worked with the Police Chief and Assistant Police Chief to create proposed 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. As a reference, normal conversation or a dishwasher produces around 60 decibels (see attached Comparative Noise Level Chart)

Finally, in addition to the existing exemptions, two additional exemptions are included in the proposed modifications:

1. Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control instruction.
2. Noises resulting from excavations, installation or repairs of bridges, streets or highways by or on behalf of the city, county, or state, when the public welfare and convenience renders it impossible to perform such work during the day.

### **Planning, Zoning and Landmarks Committee of Council Action**

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.

### **Recommendation:**

Staff believes that certain construction and development activities can negatively impact the full enjoyment of neighboring properties. Staff believes the proposed modifications to the noise ordinance will add more protection to adjacent property owners while still allowing for reasonable work hours to complete construction projects. Staff also believes that establishing a decibel level will allow for better and more consistent enforcement of the regulations in the future. Therefore, Staff supports the recommendation of the Planning, Zoning and Landmarks Committee of Council to approve the proposed modifications to Section 132.14 Noise of the Code of Ordinances.



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- Power Sports Dynamometer Test Cells

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- Flexible Noise Absorbers
- K-Foam
- Convuluted Foam
- Sorba-Glas Noise Absorber
- HVAC Duct Liner
- Noise Barriers & Composites
- Acoustic Foam Composites
- Sorba-Glas Composites
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**Noise Control Products**

Home > [Industrial Noise Control Library](#) > Comparative Examples of Noise Levels

**Comparative Examples of Noise Levels**

**Comparative Examples of Noise Sources, Decibels & Their Effects**

Noise Source	Decibel Level	Decibel Effect
Jet take-off (at 25 meters)	150	Eardrum rupture
Aircraft carrier deck	140	
Military jet aircraft take-off from aircraft carrier with afterburner at 50 ft (130 dB)	130	
Thunderclap, chain saw Oxygen torch (121 dB)	120	Painful 32 times as loud as 70 dB
Steel mill, auto horn at 1 meter Turbo-fan aircraft at takeoff power at 200 ft (118 dB) Riveling machine (110 dB); live rock music (108 - 114 dB)	110	Average human pain threshold 16 times as loud as 70 dB
Jet take-off (at 305 meters), use of outboard motor, power lawn mower, motorcycle, farm tractor, jackhammer, garbage truck Boeing 707 or DC-8 aircraft at one nautical mile (5080 ft) before landing (105 dB), jet flyover at 1000 feet (103 dB), Bell J-2A helicopter at 100 ft (100 dB)	100	8 times as loud as 70 dB Serious damage possible in 8 hr exposure
Boeing 737 or DC-9 aircraft at one nautical mile (6080 ft) before landing (97 dB); power mower (95 dB); motorcycle at 25 ft (90 dB) Newspaper press (97 dB)	90	4 times as loud as 70 dB Likely damage 8 hr exp
Garbage disposal, dishwasher, average factory freight train (at 15 meters) Car wash at 20 ft (89 dB), propeller plane flyover at 1000 ft (88 dB), diesel truck 40 mph at 50 ft (84 dB), diesel train at 45 mph at 100 ft (83 dB) Food blender (88 dB), milling machine (85 dB), garbage disposal (80 dB)	80	2 times as loud as 70 dB Possible damage in 8 hr exposure
Passenger car at 65 mph at 25 ft (77 dB), freeway at 50 ft from pavement edge 10 a m (76 dB) Living room music (75 dB), radio or TV-audio, vacuum cleaner (70 dB)	70	Arbitrary base of comparison. Upper 70s are annoyingly loud to some people
Conversation in restaurant, office, background music, Air conditioning unit at 100 ft	60	Half as loud as 70 dB Fairly quiet
Quiet suburb, conversation at home Large electrical transformers at 100 ft	50	One-fourth as loud as 70 dB
Library, bird calls (44 dB), lowest limit of urban ambient sound	40	One-eighth as loud as 70 dB
Quiet rural area	30	One-sixteenth as loud as 70 dB Very Quiet
Whisper, rustling leaves	20	
Breathing	10	Barely audible

*[modified from <http://www.wonet.net/~hpb/dblevels.html>] on 2/2000*  
 SOURCES: Temple University Department of Civil/Environmental Engineering ([www.temple.edu/departments/CET/Environ10.html](http://www.temple.edu/departments/CET/Environ10.html)), and Federal Agency Review of Selected Aircraft Noise Analysis Issues, Federal Interagency Committee on Noise (August 1992). Source of the information is attributed to Outdoor Noise and the Metropolitan Environment, M.C. Branch et al., Department of City Planning, City of Los Angeles, 1970

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(A) Definitions. For purposes of this section, the following terms shall be defined as follows:

**SOUND GENERATING or SOUND AMPLIFYING DEVICE.** Any radio, television, phonograph, tape player, record player, loud speaker, stereo system speaker, music player, digital tape player, disc player, audio system, musical instrument, or any machine or device which produces sound received through or from any form of broadcast, or any form of machine or device which reproduces sound which is recorded on any medium.

**MOTOR VEHICLE.** Includes not only motor vehicles, but also emergency vehicles, public safety vehicles, school buses, commercial tractor, agricultural tractor, truck, bus and trailer as defined in R.C. §4511.01 or its successor.

**SOUND.** Any kind or type of humanly audible stimulus, and with respect to musical sound, shall include not only the vocalized word, but shall include the musical treble and bass components of such music and the audible response produced by either of these components.

**PERSON.** The owner, operator of a motor vehicle, person in possession of premises, person in control of premises by reason of employment, agency or otherwise, whether such ownership, possession or control is exclusive or joint, or person operating or otherwise, whether such ownership, possession or control is exclusive or joint, or person operating or otherwise in control or possession of a sound generating or amplifying device or other tool or instrument producing the sound or noise in question.

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

(B) No owner or operator of a motor vehicle or person in the physical control of a motor vehicle shall play, cause to be played, or permit to be played, any sound generating or sound amplifying device located within or upon such motor vehicle at such a level, volume, frequency or intensity that the sound emitted from the motor vehicle can be heard by a person of reasonable sensibilities at a distance of 100 feet or more. In emitting such sounds, words or phrases need not be discernable, and the motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot or driveway.

(C) Any construction work on property in the city shall not take place between the hours of 9:00 p.m. and 7:00 a.m. (Monday through Friday morning), and between the hours of 8:00 p.m. and 9 a.m. on Saturdays and Sundays.

(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 p.m. and 7:00 a.m., by reason of a sound generating or sound amplifying device in excess of 60 decibels, as measured at a position or positions along the complainant's property line closest to the noise source or at the location along the boundary line or on the complainant's property where the noise level is at the maximum level. Construction work shall only be allowed during the times outlined in Section 132.14(C).

(E) The following uses and activities shall be exempt from the noise level regulation set forth herein:

- (1) Noises of warning and alarm devices, safety signals and emergency pressure relief valves;

**Deleted:** 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 by reason of a sound amplifying device, or by the operation of any tools, machinery or equipment under either of the following circumstances:¶  
(1) Between the hours of 10:00 p.m. and 7:00 a.m. the following day, when the sound is audible more than 200 feet from the source of the sound, if it can be heard upon adjacent property, or 200 feet from the property line of the property on which the source of the sound is located, whichever is less. In enforcing this section, the officer shall make a good faith effort to determine the property line without the need to survey the property in question;¶  
(2) On private property in a residentially zoned area, regardless of existing non-conforming uses, conditionally permitted uses or variances, at any time of day, where the sound is audible more than 200 feet from the property on which the source of the sound is located.

**Deleted:** D

(2) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;

(3) Noises resulting from any work made necessary to restore property to a safe condition, or work required to protect persons or property from an imminent exposure to danger;

(4) Any other noise resulting from activities of a temporary duration permitted by law or for which a license or permit therefore has been granted by the city;

(5) Noises resulting from the normal use of churches, schools, athletic fields, parks and auditoriums;

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

Deleted: .

(7) Noises resulting from excavations, installation or repairs of utilities, bridges, streets or highways by or on behalf of a public utility, city, county, or state, when the public welfare and convenience renders it impossible to perform such work during the day.

(E) Whoever violates this section is guilty of generating an unreasonable noise, a minor misdemeanor. If the offender persists in generating or permitting to be generated unreasonable noise, after reasonable warning or request to desist, generating unreasonable noise is a misdemeanor of the fourth degree. On a second offense within one year after the first offense, such person is guilty of a misdemeanor of the four degree. On each subsequent offense within one year after the first offense, such person is guilty of a misdemeanor of the third degree.

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.

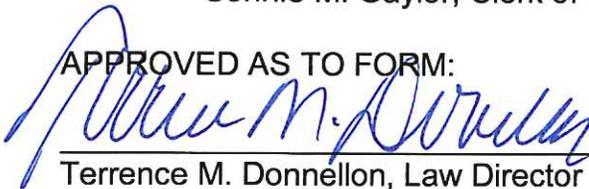
**SECTION 8.** This Ordinance shall take effect the earliest opportunity as allowable by law.

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

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

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

APPROVED AS TO FORM:

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

September 18, 2020

To: Brian Riblet, City Manager  
From: Katie Smiddy, Finance Director *KMS*  
Subject: 2021 Annual Operating Budget

Introduction

It is necessary for City Council to consider passage of the annual Appropriation Ordinance for 2021.

Financial Impact

Total City expenditures, which include the departmental budgets, debt service and transfers as contained in the 2021 Operating and Capital Budget, are \$46,422,056.

Background

The Annual Operating Budget is prepared and submitted annually to the Montgomery City Council in accordance with Article IV, Section 4.02 (3) of the Montgomery City Charter.

The budget is the primary fiscal planning tool for moving the City forward toward accomplishing its mission-Providing superior services and engaging with you to enhance our community. It also provides the resources to support the City's goal of becoming a higher performing organization.

Briefly, this budget accomplishes three key objectives:

- Continues stewardship of City resources in a prudent manner while delivering superior services.
- Follows priorities from the 2021 strategic plan for new initiatives.
- Provides additional resources for the City's capital assets including technology improvements, street infrastructure and park maintenance.

Staff Recommendation

It is recommended that City Council authorize and direct the preparation of legislation adopting the 2021 Annual Operating and Capital Budget.

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.

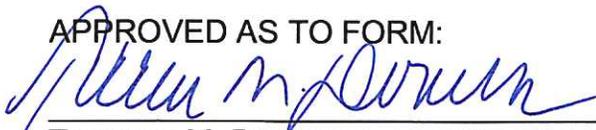
**SECTION 2.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

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

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

**Special Revenue Funds**

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

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

**Debt Service Funds**

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

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**Capital Projects Funds**

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

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**Fiduciary Funds**

<b>875 Compensated Absence</b>	Personnel	50,000
	Nonpersonnel	0
	<b>Total</b>	<b>\$50,000</b>

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

**Total All Funds**

Personnel	11,671,942
Nonpersonnel	34,750,115
<b>Total</b>	<b>46,422,056</b>

September 18, 2020

To: Brian Riblet, City Manager  
From: Katie Smiddy, Finance Director *ds*  
Subject: Resolution Accepting the Amounts and Rates

Request

It is necessary for City Council to consider a resolution accepting the amounts and rates as determined by the Hamilton County Budget Commission.

Financial Impact

Resolution authorizes the necessary tax levies to be collected for budget year 2021 to the County Auditor.

Background

In accordance with ORC section 5704.34, each taxing authority must pass a resolution to accept and authorize the necessary tax levies and to certify the levies to the County Auditor. The preliminary amounts are from the 2021 tax budget and are estimates of the amounts the City will receive in property taxes:

	Millage	2021 Estimate
General Fund	4.50	\$2,623,500
Fire/EMS	11.55	\$5,522,208

Staff Recommendation

A copy of the resolution from the Hamilton County Budget Commission has not been received by the City but it is anticipated that they will be available for the October Business Meeting of City Council. In anticipation of receiving authorization of the funds from Hamilton County, it is recommended that the City Council consider a resolution that will accept the amounts and rates as determined by the Hamilton County Budget Commission at its September Work Session for the purpose of placing it on the October Business Session for approval that evening.

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.

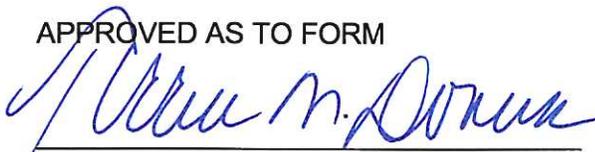
**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

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.

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

Sincerely,

A handwritten signature in blue ink that reads "Dusty Rhodes".

DUSTY RHODES, AUDITOR  
HAMILTON COUNTY, OHIO

DR/ek

**GENERAL FUND**

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

**GENERAL FUND**

UPCOMING TAX YEAR 2020

NEW ESTIMATED DUPLICATE				RES/AG	EFFECTIVE	OTHER	FULL	PUPP	TANG PP	TOTAL		TOTAL
FULL RATE	RES/AG	OTHER	RATE	RES/AG	RATE	OTHER	RATE	10,000,000	0	583,000,000		583,000,000
INSIDE	FACTOR	FACTOR	RES/AG									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	1,749,000
<b>OUTSIDE</b>												<b>TOTAL</b>
1.50	0.000000	0.000000	1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	874,500
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
1.50	0.000000	0.000000	1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	874,500
<b>NEW LEVY</b>												<b>TOTAL</b>
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
4.50			4.500000	2,137,500	4.500000	441,000	4.500000	45,000	0	2,623,500	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
<b>TOTAL</b>	<b>2,623,500</b>	<b>0</b>	<b>2,623,500</b>
Less Roll/Hmstd	299,250		299,250
Less PUPP Reimbursement	0		0
<b>NET LEVY</b>	<b>2,324,250</b>	<b>0</b>	<b>2,324,250</b>
STATE REIMBURSEMENTS	299,250	0	299,250
<b>GROSS LEVY PROCEEDS</b>	<b>2,623,500</b>	<b>0</b>	<b>2,623,500</b>

NEW CONSTRUCTION		REAPPRAISAL	
RES/AG	RES/AG	RES/AG	RES/AG
3,500,000	0.00	0.00	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	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	<b>Real Estate - 0111</b>	<b>2,324,250</b>
Fines, Licenses & Permits	118,050	<b>Personal Property - 0113</b>	<b>0</b>
Miscellaneous	117,039	<b>TPP Reimbursement - 0141</b>	<b>0</b>
Transfers In	90	<b>Rollback &amp; Homestead - 0142</b>	<b>299,250</b>
Advances	0	<b>PUPP - Reimbursement - 0143</b>	<b>0</b>
TOTAL REVENUE	8,893,664		
BEGINNING CASH BALANCE	14,005,306	<b>TOTAL TAX LEVY</b>	<b>2,623,500</b>
TOTAL RESOURCES	22,898,970		

GENERAL FUND		UPCOMING TAX YEAR		2020		RES/AG	EFFECTIVE RATE	OTHER	PUPP	TANG PP	TOTAL	TOTAL
NEW ESTIMATED DUPLICATE		RES/AG	OTHER	RATE	RES/AG	475,000,000	3.000000	98,000,000	10,000,000	0	583,000,000	
FULL RATE	RES/AG	OTHER	RATE	RES/AG	475,000,000	3.000000	OTHER	98,000,000	FULL RATE	3.00	583,000,000	TOTAL
INSIDE	0.000000	0.000000	3.000000	1,425,000	3.000000	294,000	3.00	30,000	0	1,749,000	0	1,749,000
OUTSIDE	1.50	0.000000	1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	874,500
1.50	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
1.50	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
NEW LEVY	1.50	0.000000	1.500000	712,500	1.500000	147,000	1.50	15,000	0	874,500	0	874,500
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0	0	0
TOTAL	4.50	0.000000	4.500000	2,142,500	4.500000	441,000	4.500000	45,000	0	2,623,500	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
<b>TOTAL</b>	<b>2,623,500</b>	<b>0</b>	<b>2,623,500</b>
Less Roll/Hmstd	299,250		299,250
Less PUPP Reimbursement	0		0
<b>NET LEVY</b>	<b>2,324,250</b>	<b>0</b>	<b>2,324,250</b>
STATE REIMBURSEMENTS	299,250	0	299,250
<b>GROSS LEVY PROCEEDS</b>	<b>2,623,500</b>	<b>0</b>	<b>2,623,500</b>

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

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

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

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

UPCOMING TAX YEAR		2020		RES/AG	OTHER	PUPP	TANG PP	TOTAL
FULL RATE	RES/AG	OTHER	RATE	RES/AG	OTHER	FULL	RATE	10,000,000
INSIDE	FACTOR	FACTOR	RES/AG	RES/AG	OTHER	RATE	OTHER	583,000,000
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
<b>OUTSIDE</b>								
5.55	0.417029	0.197350	3.235489	1,536,857	4.454708	436,561	5.55	55,500
6.00	0.001653	0.000000	5.990082	2,845,289	6.000000	588,000	6.00	60,000
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
11.55			9.225571	4,382,146	10.454708	1,024,561	11.55	115,500
<b>NEW LEVY</b>								
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0
<b>TOTAL</b>								
11.55			9.225571	4,382,146	10.454708	1,024,561	11.550000	115,500

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

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

REVENUE

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

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

FIRE		UPCOMING TAX YEAR		2020		RES/AG	OTHER	PUPP	TANG PP	TOTAL
NEW ESTIMATED DUPLICATE:		RES/AG	OTHER	RATE	EFFECTIVE	RES/AG	OTHER	10,000,000	0	583,000,000
INSIDE	RES/AG FACTOR	OTHER FACTOR	RATE RES/AG	475,000,000	RATE OTHER	98,000,000	98,000,000	FULL RATE		583,000,000
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
<b>OUTSIDE</b>										<b>TOTAL</b>
5.55	0.417029	0.197350	3.235489	1,536,857	4.454708	436,561	5.55	55,500	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
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	0
11.55			9.225571	4,382,146	10.454708	1,024,561	11.55	115,500	0	5,522,208
<b>NEW LEVY</b>										
0.00	0.000000	0.000000	0.000000	0	0.000000	0	0.00	0	0	5,522,208
<b>TOTAL</b>										<b>0</b>
11.55			9.225571	4,382,146	10.454708	1,024,561	11.550000	115,500	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
<b>TOTAL</b>	<b>5,522,208</b>	<b>0</b>	<b>5,522,208</b>
Less Roll/Hmstd	241,018		241,018
Less PUPP Reimbursement	0		0
<b>NET LEVY</b>	<b>5,281,190</b>	<b>0</b>	<b>5,281,190</b>
<b>STATE REIMBURSEMENTS</b>	<b>241,018</b>	<b>0</b>	<b>241,018</b>
<b>GROSS LEVY PROCEEDS</b>	<b>5,522,208</b>	<b>0</b>	<b>5,522,208</b>

NEW CONSTRUCTION	REAPPRAISAL
RES/AG 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
<b>TOTAL REVENUE</b>	<b>238,140</b>
BEGINNING CASH BALANCE	7,715,112
<b>TOTAL RESOURCES</b>	<b>7,953,252</b>
<b>TOTAL EXPENDITURES</b>	<b>4,680,805</b>
<b>REQUIRED TAX LEVY</b>	<b>-3,272,447</b>
<b>TOTAL TAX LEVY</b>	<b>5,522,208</b>

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

September 18, 2020

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director

SUBJECT: Legislation request for authorization to enter into contract with Cargill, Inc. for the purchase of deicing rock salt

### Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into Contract with Cargill, Inc. pursuant to a joint purchasing bid for 2020 - 2021 deicing rock salt.

### Financial Impact

The purchase of deicing rock salt for the 2019-2020 winter season is included in the City budget in the 261.000.5380 Street Maintenance, 265.000.5380 State Highway Fund, and 266.000.5380 Permissive MVL Fund. If approved, the request would authorize a maximum purchase of 200 tons of deicing rock salt in the amount of \$11,774.00 (\$58.87 per ton). This represents a 35% decrease per ton when compared to the 2019/2020 winter season. This year, we are carrying over a very good amount of rock salt from the 2019/2020 winter season due to minimal snow and ice events, thus why we are only requesting to purchase 200 tons.

### Background

Each year the City enters into a contract for the purchase of deicing rock salt for the winter season. The past several winter seasons the City of Montgomery has entered into a joint purchasing bid with Hamilton County. This year, staff was able to secure once again a commitment through the Hamilton County Engineer's Office to enter into a joint purchasing bid for the purchase of deicing rock salt for the upcoming 2020/2021 winter season.

### Recommendation

It is recommended that City Council adopt legislation to authorize the City Manager to enter into a contract with Cargill, Inc. pursuant to a joint purchasing bid for the 2020/2021 winter season for a maximum purchase of 200 tons of deicing rock salt in the amount of \$11,774 (\$58.87 per ton).

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

Attachment - Hamilton County Bid Evaluation Form

**BID EVALUATION FORM**

ITB# 046-20- Road Salt

Agent - JW

Date: June 23, 2020

Description	Vendor #1	Vendor #2	Vendor #3	Vendor #4	Award
	<b>Cargill, Inc- Road Safety</b> 24950 Country Club Blvd., Ste. 450 North Olmsted, Ohio 44070	<b>Morton Salt, Inc.</b> 444 West Lake St., Suite 3000 Chicago, IL 60606	<b>Compass Minerals America, Inc.</b> 9900 W. 109 <sup>th</sup> St. Overland Park KS 66210	<b>The Detroit Salt Company</b> 12841 Sanders Street Detroit, MI 48217	
	Rob Wilder <a href="mailto:Salt_customer@careroadsafety@car_gill.com">Salt_customer@careroadsafety@car_gill.com</a> 800-600-7258	Eugene Ruffin <a href="mailto:buyroadsalt@mortonsalt.com">buyroadsalt@mortonsalt.com</a> 855-665-4540	Harrison Green <a href="mailto:highwaygroup@compassminerals.com">highwaygroup@compassminerals.com</a> 913-344-9123	Richelle Labut <a href="mailto:sales@detroitssalt.com">sales@detroitssalt.com</a> 313-841-5144	
Hamilton County -- Engineer-10,000	\$58.87	\$62.14	\$64.99	\$66.90	
Harrison Township-100	\$58.87	\$62.14	\$64.99	\$67.22	
City of Harrison- 200	\$58.87	\$62.14	\$64.99	\$67.22	
Village of Lockland- 200	\$58.87	\$62.14	\$64.99	\$66.04	
Miami Township- 500	\$58.87	\$62.14	\$64.99	\$67.22	
Deer Park- 150	\$58.87	\$62.14	\$64.99	\$66.47	
Village of Woodlawn- 25	\$58.87	\$62.14	\$64.99	\$66.04	
City of Montgomery- 200	\$58.87	\$62.14	\$64.99	\$65.62	
City of Norwood- 500	\$58.87	\$62.14	\$64.99	\$66.47	
Great Parks of Hamilton County- 65	\$58.87	\$62.14	\$64.99	\$67.22	

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

September 16, 2020

TO: Brian K. Riblet, City Manager

FROM: Julia E. Prickett, Human Resources Manager 

SUBJECT: Legislation Request for Approval of Contract with the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO (AFSCME)

### Introduction

#### Background

On August 26, 2020, the City of Montgomery and members of AFSCME reached tentative agreement on a new contract for the members of the bargaining unit which includes Service Worker I's and Service Worker II's. This proposed agreement requires approval by a majority of the AFSCME members as well as approval by City Council before it will become binding. The AFSCME members met on September 3, 2020 and voted to approve the tentative agreement.

The two parties began the negotiating process on August 13, 2020 and then met a second time on August 26 in order to reach a tentative agreement. The process was congenial and productive. The following list provides a summary of the major issues settled in negotiations which represent substantive changes from current contract language:

- Wages: 2.75% increase effective September 2020, 2.75% increase effective September 2021, and a 2.75% increase effective September 2022.
- Occupational Injury Leave (OIL): The amount of occupational Injury leave per qualifying event (i.e. work-related injuries resulting from hazardous situations as defined in the contract) was increased from 60 days to 75 days.
- Group health and dental insurance caps: Group insurance caps (paid by employer) would be increased to be consistent with caps set for all other eligible employees.
- Uniforms: Annual work boot allowance was increased from \$200 to \$250 per employee.

The changes identified above represent the major changes which were settled during negotiations. While there were other changes to the contract, these were of an administrative or non-substantive nature and are not identified in this recommendation.

#### Recommendation

Staff recommends that City Council 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) effective September 1, 2020 through August 31, 2023.

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.

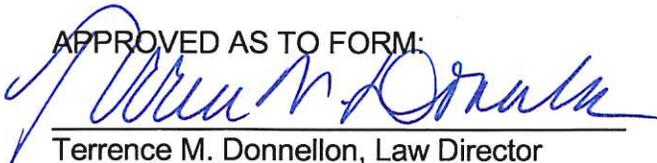
**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

PASSED \_\_\_\_\_

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellan, 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:

<b>COMPLETED YEARS OF SERVICE</b>	<b>VACATION BENEFIT</b>
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 1<sup>st</sup> and February 1<sup>st</sup> of each year. Beginning February 1<sup>st</sup> 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:

<u>Number of Years of Completed Service</u>	<u>Annual Pay Supplement</u>
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 1<sup>st</sup> day of September, 2020 and shall remain in full force and effect until midnight on the 31<sup>st</sup> 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

FOR THE CITY:

\_\_\_\_\_  
Tony Brothers, Negotiating Team

\_\_\_\_\_  
Brian K. Riblet, City Manager

\_\_\_\_\_  
Scott Schulte, Negotiating Team

\_\_\_\_\_  
Julia E. Prickett, Human Resources Manager

\_\_\_\_\_  
Rebecca Frankenhoff, AFSCME  
Representative

\_\_\_\_\_  
Gary Heitkamp, Public Works Director

\_\_\_\_\_  
S. Mike Rogers, Public Works Supervisor

\_\_\_\_\_  
W. Joseph Scholler, Special Labor Counsel

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## Monthly Mayor's Court Report

Montgomery Mayor's Court  
Cash Flow for August 2020

Page : 1  
Report Date : 09/03/2020  
Report Time : 09:27:02

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
Court Costs	\$329.00	\$2,449.00	\$3,122.00
Computer Fund	\$810.00	\$6,230.00	\$7,430.00
Additional Costs	\$0.00	\$0.00	\$60.00
Fines			
Overpayment / Adjustment	\$60.00	\$63.00	\$1.00
City Revenue From Fines	\$6,160.00	\$49,509.00	\$61,990.00
Fees			
NSF FEES	\$0.00	\$30.00	\$15.00
EXPUNGEMENT FEES CITY	\$0.00	\$100.00	\$60.00
Capias Fee	\$500.00	\$2,600.00	\$5,324.00
Tax Diversion Fee	\$0.00	\$525.00	\$0.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$550.00	\$520.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$72.00	\$225.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$7,859.00</b>	<b>\$62,128.00</b>	<b>\$78,747.00</b>
<b>State Revenue From:</b>			
Court Costs			
Court Costs	\$2,005.00	\$15,860.00	\$18,905.00
V/C	\$711.00	\$5,481.00	\$6,494.00
DRUG LAW ENFORCEMENT FUND	\$245.00	\$1,998.50	\$2,380.00
Fines			
Fines	\$0.00	\$75.00	\$300.00
Seatbelt Driver	\$0.00	\$120.00	\$210.00
Child Restraint	\$0.00	\$90.00	\$0.00
Fees			
EXPUNGEMENT FEES STATE	\$0.00	\$150.00	\$90.00
Miscellaneous/Other			
Expungement Fee - State	\$0.00	\$0.00	\$30.00
<b>Total to State:</b>	<b>\$2,961.00</b>	<b>\$23,774.50</b>	<b>\$28,409.00</b>
<b>Other Revenue From:</b>			
Court Costs			
Court Costs	\$105.00	\$856.50	\$1,019.00
Area Fines			
Area Fines	\$0.00	\$25.00	\$100.00
Restitution			
Restitution	\$0.00	\$1,697.12	\$969.09

## Monthly Mayor's Court Report

Montgomery Mayor's Court  
Cash Flow for August 2020

Page : 2  
Report Date : 09/03/2020  
Report Time : 09:27:02

	Current Period	Year-To-Date	Last Year-to-Date
<b>Total to Other:</b>	<b>\$105.00</b>	<b>\$2,578.62</b>	<b>\$2,088.09</b>
<b>TOTAL REVENUE *</b>	<b>\$10,925.00</b>	<b>\$88,481.12</b>	<b>\$109,244.09</b>
*Includes credit card receipts of	\$1,190.00	\$18,847.00	\$39,840.00

END OF REPORT

## Monthly Distribution Journal

Montgomery Mayor's Court  
 Disbursal of fines and court costs for August 2020

Page : 1  
 Report Date : 09/03/2020  
 Report Time : 08:16:57

Disbursal Category	Amount
<b>COSTS</b>	
Computer Fund	\$810.00
city-appearance	\$329.00
<b>Total to City:</b>	<b>\$1,139.00</b>
V/C	\$711.00
DRUG LAW ENFORCEMENT FUND	\$245.00
INDIGENT DEFENSE SUPPORT FUND - COST	\$2,005.00
<b>Total to State:</b>	<b>\$2,961.00</b>
INDIGENT DRIVERS ALC TREATMENT FUND-COST	\$105.00
<b>Total to Other:</b>	<b>\$105.00</b>
<b>Total Costs:</b>	<b>\$4,205.00</b>
<b>FINES</b>	
Overpayment / Adjustment	\$60.00
City Revenue From Fines	\$6,160.00
<b>Total to City:</b>	<b>\$6,220.00</b>
<b>Total Fines:</b>	<b>\$6,220.00</b>
<b>FEES</b>	
Capias Fee	\$500.00
<b>Total to City:</b>	<b>\$500.00</b>
<b>Total Fees:</b>	<b>\$500.00</b>
<b>TOTALS</b>	
<b>Total to State:</b>	<b>\$2,961.00</b>
<b>Total Fines to Other External Agencies:</b>	<b>\$0.00</b>
<b>Total to Other Entities, including Restitution:</b>	<b>\$105.00</b>
<b>Total Bonds Forfeited to City:</b>	<b>\$0.00</b>
<b>Total to City including Misc. Receipts, Adjustments, &amp; BA Fee:</b>	<b>\$7,859.00</b>
<b>TOTAL TO BE DISBURSED:</b>	<b>\$10,925.00</b>

END OF REPORT

These minutes are a draft of the proposed minutes from the Public Hearing. 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 Public Hearing Minutes  
September 2, 2020

Present

Brian Riblet, City Manager  
Terry Donnellon, Law Director  
John Crowell, Police Chief  
Gary Heitkamp, Public Works Director  
Tracy Roblero, Asst. City Manager/Acting Comm. Dev. Dir.  
Katie Smiddy, Finance Director  
Matthew Vanderhorst, Community and Information Services Director  
Paul Wright, Fire Chief  
Connie Gaylor, Clerk of Council

City Council Members Present

Chris Dobrozsi, Mayor  
Craig Margolis, Vice Mayor  
Lee Ann Bissmeyer - teleconference  
Mike Cappel - teleconference  
Gerri Harbison  
Lynda Roesch - teleconference  
Ken Suer

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City Council convened its Public Hearing for September 2, 2020 at 6:45 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

Mayor Dobrozsi asked for the roll to be called.

The roll was called with all members answering as present.

NEW BUSINESS

**Application for a conditional use permit for Cincinnati Institute of Esthetics and Nails at 10700 Montgomery Road**

Ms. Roblero provided background to City Council regarding a request from Cincinnati Institute of Esthetics and Nails for a conditional use permit to allow for a school to be located in 4,524 square feet of the office building at 10700 Montgomery Road. She stated that public and private schools are a conditionally permitted use in the Office District.

Ms. Roblero explained that Cincinnati Institute of Esthetics and Nails is a small, private trade school that would like to operate out of an existing building at 10700 Montgomery Road. The class size is limited to 10 students maximum with two classrooms. Therefore, a maximum of 23 people (20 students, 2 teachers and 1 front desk coordinator) would be in the space at one time. The school offers two schedules between 9 a.m. to 3 p.m. and 5 p.m. to 9 p.m. The applicant has stated that most of the students attend during the day with only five students attending in the evening. All the practical work is performed student to student and therefore, there is no retail component, which is not permitted in the Office District.

Ms. Roblero stated that Schedule 151.3204 of the Montgomery Zoning Code requires a minimum of 193 spaces for a 67,577 square foot office building with a maximum of 386 spaces permitted. The Zoning Code would require a minimum of 12 spaces for the use and a maximum of 23 spaces. The building currently has 241 spaces

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City Council Public Hearing Minutes

September 2, 2020

Page 2.

53 with only 143 parking spaces being utilized for the existing tenants. Therefore, the use can be adequately parked.

54

55 Ms. Roblero explained that the Planning Commission heard the case on August 3, 2020. After hearing testimony  
56 for the applicant and discussing the application, the Planning Commission voted to recommend approval of the  
57 conditional use permit with conditions unanimously. The conditions as recommended by the Planning  
58 Commission are shown below:

59

- 60 • The conditional use permit is limited to the operation of the school with a maximum daily  
61 attendance of 20 students. The applicant will need to return for an expansion of the permit if  
62 enrollment exceeds 20 students per day.
- 63
- 64 • A copy of the license to operate a school of cosmetology as required by the Ohio Revised Code  
65 shall be filed with the Community Development Director.
- 66
- 67 • Practical work shall be conducted student to student with no customers.
- 68
- 69 • Parking shall be provided at a minimum of 12 spaces and a maximum of 23 spaces: and,
- 70
- 71 • No additional exterior signage shall be permitted other than what is permitted under the Zoning  
72 Code.
- 73

74

75 Ms. Roblero explained that after the meeting, it was brought to Staff's attention that the public may not have had  
76 adequate opportunity to comment. Therefore, the Planning Commission met in a special session on August 17 to  
77 take public comment regarding the application. There were no guests or residents that wished to provide  
78 comment on the application and therefore, the Planning Commission voted to reconfirm the recommendation to  
79 City Council.

80

81 Ms. Roblero stated that the conditional use as proposed will have minimal impact on the overall office building  
82 and/or surrounding properties. The site can accommodate the parking demand and the applicant has committed to  
83 having all practical work done student to student to comply with the regulations of the Office District. Therefore,  
84 Staff is in support of the recommendation of the Planning Commission.

85

86 Mayor Dobrozsi asked for comments from City Council.

87

88 Mr. Suer stated that he felt that the Planning Commission did a thorough review of the request and as staff  
89 supports the recommendation with the conditions, that he sees no problems with approving the conditional use.  
90 He added that it was good to have a tenant in the building.

91

92 Mrs. Bissmeyer stated that she welcomes new businesses to add to the City's tax revenue.

93

94 Mr. Cappel stated that he seen no negative impact to approving the request.

95

96 Mayor Dobrozsi that he also agreed with approving the request.

97

### 98 **GUESTS AND RESIDENTS**

99

100 Steve Silverman, 7504 Golf Green Drive-Mr. Silverman stated he agreed with Mr. Suer and Mrs. Bissmeyer's  
101 comments. He stated that in the future when requests were brought forward from the Planning Commission that  
recommends approval of something that they send a representative to City Council for the Public Hearing so the

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

City Council Public Hearing Minutes

September 2, 2020

Page 3.

102 public is not limited to hearing from the Acting Community Development Director but the Commission  
103 themselves.

104

105 Mayor Dobrozi thanked Mr. Silverman for his comments. Mayor Dobrozi reviewed the options available to  
106 City Council related to this request. He stated they were:

107

108 At the close of the presentation, City Council's options are to:

- 109 • Approve the Recommendation
- 110 • Deny the Recommendation
- 111 • Remand the matter to Staff for more specific information or
- 112 • Take the matter under advisement and vote at another public meeting within thirty days.

113

114 Mr. Cappel moved to approve the recommendation and conditions as made by the Planning Commission. Mrs.  
115 Bissmeyer seconded. City Council unanimously agreed.

116

117 Mayor Dobrozi asked if there was any further business to be heard in the Public Hearing. There being none, he  
118 asked for a motion to adjourn from the Public Hearing.

119

120 Vice Mayor Margolis made a motion to adjourn. Mrs. Harbison seconded. City Council unanimously agreed.

121

122 The meeting was adjourned at 6:56 p.m.

123

124

125

126

127

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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 Business Session Minutes  
September 2, 2020

Present

Brian Riblet, City Manager  
Terry Donnellon, Law Director  
John Crowell, Police Chief  
Gary Heitkamp, Public Works Director  
Tracy Roblero, Asst. City Manager/Acting Comm. Dev. Dir.  
Katie Smiddy, Finance Director  
Matthew Vanderhorst, Community and Information Services, Dir.  
Paul Wright, Fire Chief  
Connie Gaylor, Clerk of Council

City Council Members Present

Chris Dobrozsi, Mayor  
Craig Margolis, Vice Mayor  
Lee Ann Bissmeyer-Teleconference  
Mike Cappel  
Gerri Harbison  
Lynda Roesch-Teleconference  
Ken Suer

City Council convened its Business Session for September 2, 2020 at 6:57 p.m. as a hybrid meeting at City Hall and also 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**

Mayor Dobrozsi asked for the roll to be called.

The roll was called with all members answering as present.

**GUESTS & RESIDENTS**

Mayor Dobrozsi explained that in an effort to better manage the teleconference meeting he would like to move this portion of the agenda to the end of the meeting and allow any public participating in the call to speak at that time. He stated that comments will be allowed but asked that all questions be forwarded by email to City Manager Brian Riblet. He stated that all comments will be limited to three minutes in total.

Vice Mayor Margolis made a motion to move the Guests and Residents item to after item #10 on the agenda. Mr. Cappel seconded. City Council unanimously agreed.

**LEGISLATION TO BE ADDED TO THE AGENDA**

**A Resolution Amending and Extending Resolution No. 4, 2020 Authorizing the Purchase of Certain Design and Engineering Services for The Development of The Montgomery Quarter Project**

Mayor Dobrozsi explained that this legislation will need to be added to the agenda for consideration this evening and asked for a motion to add it to the agenda. Vice Mayor Margolis made a motion to the add the legislation to the agenda for consideration this evening. Mrs. Bissmeyer seconded. City Council unanimously agreed.

Mayor Dobrozsi assigned the legislation to Mr. Suer.

Mayor Dobrozsi stated that he would recuse himself from the discussion and vote on this legislation. He explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion and abstain from

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City Council Business Session Minutes  
September 2, 2020  
Page 2

55 voting upon legislation related to the Montgomery Quarter project. He asked Vice Mayor Margolis to take over the  
56 meeting.

57  
58 Vice Mayor Margolis assumed management of the meeting.

59  
60 Mr. Suer moved to read the legislation by title only. Mrs. Harbison seconded. City Council unanimously agreed.

61  
62 Mr. Suer read the title and moved for passage of the Resolution. Mrs. Harbison seconded.

63  
64 Mr. Suer explained that, if approved, this Resolution would authorize an amount not to exceed \$225,000 to purchase  
65 certain design and engineering services for the development of the Montgomery Quarter project from McGill Smith  
66 Punshon, Inc. (MSP) and MKSK Studios (MKSK). The services are consistent with the terms and conditions  
67 established under Resolution 4, 2020 and primarily include various items to complete Sequence II of Phase I  
68 construction and all of Sequence III of Phase I construction. Funds would be drawn for from the Downtown  
69 Improvement Fund 480.000.5365. These costs will qualify as reimbursable expenditures associated with the  
70 Montgomery Quarter project and will be recovered through the Tax Increment Finance (TIF) agreement structured  
71 for the development.

72  
73 Mr. Riblet added that within Phase III of the design there will be tweaks to the infrastructure that includes all finishes  
74 such as the streetscape which encompasses landscape, electrical, and lighting. He stated that all services are  
75 consistent with the original terms.

76  
77 Vice Mayor Margolis asked City Council if there were any comments or questions. There were none.

78  
79 The roll was called and showed the following vote:

80  
81 AYE: Cappel, Bissmeyer, Harbison, Roesch, Suer, Margolis (6)  
82 NAY: (0)  
83 ABSTAIN: Dobrozsi (1)

84  
85 Mayor Dobrozsi resumed management of the meeting.

86  
87 **NEW LEGISLATION**

88  
89 **A Resolution Establishing City Contributions for Health Care Benefits**

90  
91 Mrs. Harbison moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

92  
93 Mrs. Harbison read the title and moved for passage. Vice Mayor Margolis seconded.

94  
95 Mrs. Harbison explained that information has been previously supplied on this Resolution that, if approved, will  
96 establish the City's maximum contribution limits (caps) for medical and dental insurance which determines the  
97 amount of money the employees must contribute toward the cost of their health and dental insurance coverages.  
98 Typically, the City has increased these "caps" annually by six percent (6%) for medical insurance and three percent  
99 (3%) for dental insurance. This practice allows for some increase in the cost of healthcare but also ensures that  
100 significant increased costs are shared between the City and its employees. The recommended caps for the upcoming  
101 12-month period of October 2020 through September 2021 for medical and dental insurance are already in place in  
102 existing FOP and IAFF union contracts. AFSCME contract provisions are pending completion of collective  
103 bargaining negotiations.

104  
105 The roll was called and showed the following vote:

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106  
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110

AYE: Bissmeyer, Harbison, Dobrozsi, Roesch, Suer, Margolis, Cappel (7)  
NAY: (0)  
ABSENT: (0)

111 **A Resolution Authorizing the City Manager to Enter into A Contract with Humana Health Plan of Ohio, Inc.**  
112 **To Provide Medical Insurance for Full-Time Employees**

113  
114 Mrs. Harbison moved to read the Resolution by title only. Mr. Margolis seconded. City Council unanimously agreed.  
115  
116 Mrs. Harbison read the title of the Resolution and moved for passage. Vice Mayor Margolis seconded.

117  
118 Mrs. Harbison explained that information has been previously supplied on this Resolution that, if approved, will  
119 authorize the City Manager to enter into a contract with Humana Health Plan of Ohio, Inc. for medical insurance  
120 coverage for the City's full-time employees. Each year, the City must seek quotes for its medical insurance coverage.  
121 The proposals are evaluated by the Health Care Benefits Committee, which takes into account benefit levels and  
122 coverage costs to make a recommendation as to the desired provider of medical insurance coverage, as well as any  
123 changes to current benefit levels to achieve cost savings. The health care plan being recommended would continue  
124 to provide full-time employees one High Deductible Health Plan with a Health Savings Account (HDHP/HSA) with  
125 deductible levels of \$3,000/\$6,000 (single/family) with four levels of coverage: single, employee with child(ren),  
126 employee with spouse and family. The Humana proposal represents a zero percent increase in premium costs for a  
127 15-month period from October 1, 2020 through December 31, 2021.

128  
129 Mrs. Harbison asked if there were any updates.

130  
131 Mr. Riblet replied there were none.

132  
133 Mr. Suer stated that the process of staff being involved in health and dental negotiations was impressive. He stated  
134 that it was amazing to see the quality of work and hard to imagine that other cities have a process that works this  
135 well year in and year out. He gave kudos to staff for their hard work.

136  
137 Vice Mayor Margolis thanked employees for being engaged in making the environment better for all staff,

138  
139 Ms. Roesch concurred and stated job well done to the Health Care Benefits Committee.

140  
141 Mrs. Bissmeyer, Mr. Cappel and Mayor Dobrozsi all echoed the comments of the other Council members and  
142 thanked staff for their work.

143  
144 The roll was called and showed the following vote:

145  
146 AYE: Harbison, Dobrozsi, Roesch, Suer, Margolis, Cappel, Bissmeyer (7)  
147 NAY: (0)  
148 ABSENT: (0)

149  
150 **A Resolution Authorizing the City Manager to Enter into A Contract with Strand Associates, Inc. For**  
151 **Professional Services Related to Engineering Services for The Pfeiffer/Deerfield Road Intersection**  
152 **Modification Project**

153  
154 Mr. Cappel moved to read the Resolution by title only. Mrs. Bissmeyer seconded. City Council unanimously agreed.

155  
156 Mr. Cappel read the title of the Resolution and moved for passage. Vice Mayor Margolis seconded.

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157

158 Mr. Cappel explained that information has been previously supplied on this Resolution that, if approved, will  
159 authorize the City Manager to enter into a Contract with Strand Associates, Inc. for professional engineering services  
160 associated with the HAM-CR284-1.33 Pfeiffer Road & Deerfield Road Roundabout Project. The proposed contract,  
161 which covers services from Stage 2 Design through Final Tracings, in anticipated to begin October 1, 2020 and is  
162 scheduled for completion April 1, 2022. The total contract for these services, which takes the project through  
163 completion, is not to exceed \$165,031.00. The project is scheduled to be publicly bid for construction in April 2022,  
164 with construction beginning as early as July 2022.

165

166 Mr. Cappel asked if there were any updates.

167

168 Mr. Heitkamp replied there were none.

169

170 The roll was called and showed the following vote:

171

172 AYE: Dobrozsi, Roesch, Suer, Margolis, Cappel, Bissmeyer, Harbison (7)

173 NAY: (0)

174 ABSENT: (0)

175

176 **A Resolution Authorizing A Contract with Patented Acquisition Corporation D/B/A Think Patented for**  
177 **Design and Production Services**

178

179 Mrs. Harbison moved to read the Resolution by title only. Mr. Cappel seconded. City Council unanimously agreed.

180

181 Mrs. Harbison read the title of the Resolution and moved for passage. Mr. Cappel seconded.

182

183 Mrs. Harbison explained that information has been previously supplied on this Resolution that, if approved, would  
184 authorize the City Manager to enter into an agreement with Patented Acquisition Corporation D/B/A/ Think Patented  
185 for design, production, printing, and mailing of the monthly newsletter and annual calendar for 2020-2021 for  
186 \$60,105.00. After reviewing several proposals, staff has recommended the work of Think Patented as meeting the  
187 high professional quality expected by the City at an effective price. Funds for these services are budgeted in  
188 101.715.5390.

189

190 Mrs. Harbison asked if there were any updates.

191

192 Mr. Vanderhorst replied there were none.

193

194 The roll was called and showed the following vote:

195

196 AYE: Suer, Margolis, Cappel, Bissmeyer, Harbison, Dobrozsi, Roesch (7)

197 NAY: (0)

198 ABSENT: (0)

199

200 **A Resolution Authorizing an Amendment to An Intergovernmental Agreement Between the City and The**  
201 **Hamilton County Transportation Improvement District**

202

203 Mayor Dobrozsi stated that he would recuse himself from the discussion and vote on this legislation. He explained  
204 that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability companies in  
205 partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion and abstain from  
206 voting upon legislation related to the Montgomery Quarter project. He asked Vice Mayor Margolis to take over the  
207 meeting.

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Vice Mayor Margolis assumed management of the meeting.

Mr. Suer moved to read the legislation by title only. Mrs. Harbison seconded. City Council unanimously agreed.

Mr. Suer read the title and moved for passage of the Resolution. Mr. Cappel seconded.

Mr. Suer explained that information has been previously supplied on this Ordinance that, if approved, would adopt an amendment to the 2019 Intergovernmental Agreement with Hamilton County Transportation Improvement District relative to House Bill 26 funds in the amount of \$250,000 for Fiscal Year 2021. The City was awarded an additional \$250,000 for fiscal year 2021 to offset construction costs for the Montgomery Road/Ronald Reagan Interchange Improvements Project. This Resolution authorizes an amendment to the prior Intergovernmental Agreement to allow the City to accept such funding and to commit the City to the specific requirements for receiving and using such funding for the Project.

Mr. Riblet explained that he was informed that Hamilton County has received the contract documents from ODOT and could execute the contract quickly as well as the reimbursement when submitted.

The roll was called and showed the following vote:

AYE: Margolis, Cappel, Bissmeyer, Harbison, Roesch, Suer	(6)
NAY:	(0)
ABSTAIN: Dobrozsi	(1)

Mayor Dobrozsi resumed management of the meeting.

**ADMINISTRATION REPORT**

Mr. Riblet reported the following items:

- City Council Work Session is scheduled for Wednesday, September 23 at 7:00 p.m.
- Staff would like to request a CIC meeting prior to the Work Session at 6:30 to provide an update on the Montgomery Quarter.  
Vice Mayor Margolis made a motion to go into the Work Session immediately following the conclusion of the CIC meeting. Mr. Cappel seconded. City Council unanimously agreed.
- The Financial Planning Committee will meet at 4:00 p.m. on Monday, September 8 as a hybrid meeting. The Law and Safety and Planning, Zoning and Landmarks Committees have cancelled their meetings for the month of September.
- The Parks and Recreation, Government Affairs and Public Works Committees have cancelled their meetings for the month of September.
- W.G. Stang LLC began construction of the Montgomery Road Sidewalk project this week, beginning with tree clearing, driveway removals, and preparations for the two retaining wall installations.
- This City received additional SB481 CARES funding released by the State in the amount of \$78,700.87. The same criteria and guidelines apply as with the initial distribution. Staff is meeting next week to review expenditures to date and make recommendations on future expenditures.

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260

- On August 28, a contract with ProudCity was approved in the amount of \$5,230. ProudCity will be the host of the new website that the website team will be working on this fall.

261

262

263

As a reminder of scheduled events:

264

265

- The K-9 Kerplunk will be held on Monday, September 7, with two Sessions 4:00–5:30 and Session B – 6:00 – 7:30 p.m. All breeds and sizes of dogs are invited.

266

267

268

- The 2021 Budget Review Session is scheduled for Wednesday, September 9 beginning at 5:30 p.m. at Terwilligers Lodge. Dinner will be served at 5:00 p.m.

269

270

271

- A reminder, City offices will be closed on Monday, September 7, in recognition of the Labor Day holiday.

272

273

- Happy Birthday to Connie Gaylor and in the spirit of the occasion, *Roll Tide*.

274

275

Mr. Riblet request an Executive Session to discuss matters relative to compensation of a public employee and negotiations with public employees.

276

277

278

#### **APPROVAL OF MINUTES**

279

280

Mayor Dobrozsi asked for a motion to approve the August 5, 2020 Business Session and the August 19, 2020 Work Session minutes.

281

282

283

Mr. Cappel moved to approve the minutes as written. Vice Mayor Margolis seconded. City Council unanimously agreed.

284

285

286

#### **MAYOR'S COURT REPORT**

287

288

Mayor Dobrozsi asked to defer the disbursement of the August Mayors Court until the September 23 Work Session.

289

290

#### **OTHER BUSINESS**

291

292

Vice Mayor Margolis reminded Council that he would be out of town the week of September 14.

293

294

#### **GUEST AND RESIDENTS**

295

296

Mayor Dobrozsi asked if there were residents on the call who would like to speak. He asked for them to state their name and address. He reminded callers to limit their comments to three minutes and to send all questions to Mr. Riblet for follow up after the meeting.

297

298

299

300

Steve Silverman, 7504 Golf Green Drive- Mr. Silverman stated that he had a few comments.

301

302

Mr. Silverman stated the following:

303

304

1. Last week, there was construction at the roundabout on Montgomery Road in the southbound lane. The contractor put up a sign for Eddie Lane Jewelers pointing where the driveway was, and he felt that was a good thing to do.

305

306

307

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308 2. If people want to get practice about the roundabout there is a good one that is confusing on Plainfield Road  
309 in Sycamore. He stated he has been going there to practice and thought it was a good comparison.  
310

311  
312 3. Regarding a Lucke home that was torn down and in the process of being rebuilt on Zig Zag Road, there was  
313 dirt in the street but that day there was dirt and large gravel in the street. He felt it was detrimental to the  
314 asphalt and cars too.  
315

316 Mayor Dobrozsi thanked Mr. Silverman for his questions.  
317

318 Roberto Rivera, 11936 Seventh Avenue, Cincinnati-Mr. Rivera identified himself as being on the line but stated he  
319 had no comments.  
320

321 Mayor Dobrozsi stated that Mr. Riblet had requested an Executive Session to discuss matters relative to  
322 compensation of a public employee and negotiations with public employees.  
323

324 Mr. Cappel made a motion to adjourn into Executive Session to discuss matters relative to compensation of a  
325 public employee and negotiations with public employees. Vice Mayor Margolis seconded.  
326

327 The roll was called and showed the following vote:  
328

329 AYE: Bissmeyer, Harbison, Dobrozsi, Roesch, Suer, Margolis, Cappel (7)  
330 NAY: (0)  
331 ABSENT: (0)  
332

333 Council adjourned in Executive Session at 7:29 p.m.  
334

335 City Council reconvened into Public Session at 7:37 p.m. Mayor Dobrozsi asked if there was any further business  
336 to discuss in Public Session. There being none he asked for a motion to adjourn.  
337

338 Mr. Cappel moved to adjourn. Mrs. Bissmeyer seconded. City Council unanimously agreed.  
339

340 City Council adjourned at 7:40 p.m.  
341  
342  
343

---

Connie Gaylor, Clerk of Council