
Regular Council Meeting



Agenda

6:00 PM February 27, 2025

Teri Murphy, Mayor

Council Members:

Ora Allen..... At-Large
Donald Burchett..... At-Large
Mike Daugherty..... Ward 1
Dave Miller..... Ward 2
Shirley Whitt..... Ward 3
Jeanette Marcus..... Ward 4

Michael Davis, City Manager
Martina Dillon, Law Director

Payne Recreation Center • 3800 Main Street, Moraine, OH 45439

I. Regular Meeting Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Approval of Minutes
 - 1. Special City Council Meeting Minutes - February 13, 2025
 - 2. Regular City Council Meeting Minutes - February 13, 2025
- D. Special Presentations

II. Reports from the Following

- A. Finance Committee
- B. Finance Director
- C. Committee of the Whole
- D. City Manager
 - 1. City Manager's Report - February 27, 2025
- E. Law Director
- F. Mayor
 - 1. Mayor's Court Monthly Report - December 2024

III. Guest Speakers

- A. Montgomery County Commissioner Mary McDonald

IV. Business

(Anyone wishing to raise a question about any piece of legislation listed on this agenda will have three (3) minutes at this time. All other topics to be addressed to Council will be heard later in this meeting.)

Ordinances

- | | |
|---------|--|
| 2166-24 | An Ordinance certifying unpaid charges for grass mowing and weed cutting to the Montgomery County Auditor for collections with real estate taxes in the amount of \$11,729.04. |
|---------|--|

Resolutions

- | | |
|---------|---|
| 8129-25 | A Resolution accepting the proposal of Reliable Construction Services in the amount of \$56,630.00 for the provision of fuel system removal and related services. |
| 8130-25 | A Resolution authorizing the Ohio Department of Transportation to undertake resurfacing of specified roadway within the City of Moraine and known as the MOT S. Dixie RSF PH. 2 Resurfacing Project (PID NO. 121588). |
| 8131-25 | A Resolution authorizing an agreement between the Montgomery County Sheriff's Office ("Sheriff") and the City Of Moraine for the purchase and annual maintenance of mobile licenses on Motorola Premiere One Cad with the Montgomery County |

Regional Dispatch Center (“RDC”) in an amount not to exceed \$33,750.00 through December 31, 2029.

8132-25 A Resolution accepting the proposal and authorizing the City Manager to enter into an agreement with Dalene M. Pride for the audit of motor vehicle records.

8133-25 A Resolution approving an employment agreement setting forth the terms and conditions governing the appointment of Annetta Williams as Moraine Finance Director.

8134-25 A Resolution approving the appointment of Gina Delph to the Merit System Commission. (To Be Added By The Law Director)

8135-25 A Resolution approving the appointment of Gina Delph to the Planning Commission. (To Be Added By The Law Director)

8136-25 A Resolution approving a base salary adjustment per the City Manager and Director Of Public Safety Employment Agreement previously authorized by Council. (To Be Added By The Law Director).

V. Persons Appearing Before Council

VI. Any Other Business

VII. Executive Session

VIII. Adjournment

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

Special Meeting Call to Order

Meeting called to order 5:30 PM.

Roll Call

Teri Murphy	Mayor	Present
Donald Burchett	At-Large	Present
Ora Allen	At-Large	Present
Mike Daugherty	Ward 1	Absent
Dave Miller	Ward 2	Present
Shirley Whitt	Ward 3	Present
Jeanette Marcus	Ward 4	Present

City Manager Michael Davis	Public Information Officer Aaron Vietor
	Clerk of Council Karen Powell

Mrs. Allen moved to excuse the absence of Mr. Daugherty.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Ora Allen
AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Business

Board and Commission Applicant Interview

Discuss and interview a candidate for the Planning Commission and Merit System Commission.

Any Other Business - None

Executive Session

Mayor Murphy adjourned the meeting into Executive Session to consider the appointment of a commission member with no business to follow at 5:32 PM.

Mrs. Murphy reconvened the meeting at 5:56 PM.

Adjournment

Meeting adjourned at 05:56 PM.

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

Regular Meeting Call to Order

Roll Call

Meeting called to order 6:00 PM.

Teri Murphy	Mayor	Present
Donald Burchett	At-Large	Present
Ora Allen	At-Large	Present
Mike Daugherty	Ward 1	Present
Dave Miller	Ward 2	Present
Shirley Whitt	Ward 3	Present
Jeanette Marcus	Ward 4	Present

Staff Present:

City Manager Michael Davis	Law Director Martina Dillon
Police Chief Craig Richardson	Fire Chief Traci Kuzminski
Acting Finance Director Lora Perry	Street Superintendent Chris Dunn
Build. Maint. Superintendent Rocky Bangert	Public Information Officer Aaron Vietor
City Planner Nick Sorice	Clerk of Council Karen Powell
Parks and Recreation Director Brent Shane	

Pledge of Allegiance

Mayor Murphy led the Pledge of Allegiance.

Approval of Minutes

Special Council Meeting Minutes - January 23, 2025

Mayor Murphy asked if there were any changes or corrections to the January 23, 2025, Special Council meeting minutes. Hearing none, the minutes were approved as submitted.

Regular City Council Meeting Minutes - January 23, 2025

Mayor Murphy asked if there were any changes or corrections to the January 23, 2025, Regular Council meeting minutes. Hearing none, the minutes were approved as submitted.

Special Presentations - None

Reports from the Following

Finance Committee

No report.

Finance Director

January 2025 Finance Director Report

Mrs. Perry referenced the January Finance Director Report in the meeting packet and stated she had no further comments.

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

Committee of the Whole

Ms. Marcus stated the last Committee of the Whole meeting was January 23, 2025, and there will be a meeting this evening.

City Manager

City Manager's Report - February 13, 2025

Mr. Davis stated he had nothing beyond his written report.

Law Director

No report.

Mayor

Mayor's Court Monthly - Dec 2024

Mayor Murphy read the December statement from Mayor's Court and reported a gross revenue of \$12,163.69. She said she does not have the full report and will read the December report next month.

Guest Speakers - None

Business

Ordinances

2175-25 An Ordinance to make supplemental appropriations for current expenses and other expenditures of the City of Moraine, State of Ohio for the period January 1, 2025 to December 31, 2025, and declaring an emergency.

Mrs. Allen said this legislation is necessary as more revenue will be needed to cover expenses in the Parks & Recreation Fund and in the Economic Development Grant Fund.

Law Director Martina Dillon stated the body of this Ordinance indicates the legislation is being passed as an emergency; however the title of the Ordinance needs corrected to add "and declaring an emergency" to the end of the title. She recommended that the Council make a motion and vote on the amendment to add "and declaring an emergency" to the title before voting on the Ordinance.

Ms. Marcus moved to amend the title of the legislation to add "and declaring an emergency" to the title.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Jeanette Marcus
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Mrs. Allen moved to adopt the legislation.

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Ora Allen
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

During the reading of the following legislation, Mayor Murphy discussed with the Law Director that since this legislation is being passed as an emergency, a motion needs to be made to suspend the rules and adopt this legislation at this meeting.

Mrs. Allen moved to suspend the rules requiring a second reading in order to adopt this Ordinance as an emergency.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Ora Allen
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

2176-25 An Ordinance to make supplemental appropriations for current expenses and other expenditures of the City of Moraine, State of Ohio for the period January 1, 2025 to December 31, 2025, and declaring an emergency.

Mr. Burchett stated that funds for the Ohio Department of Transportation project for the resurfacing of a portion of State Route 741 were budgeted for 2026, but the project has been moved to 2025. He said this Ordinance allows the funds to be moved to the 2025 budget.

Ms. Dillon instructed the Council that a motion to amend the title of the legislation to add "and declaring an emergency" is needed.

Mr. Miller moved to amend the Ordinance title.

RESULT: (*Yes 7, No 0, Abstained 0*)
MOVER: Dave Miller
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Ms. Dillon defined that a motion is needed to adopt the Ordinance at the meeting at which it was introduced, so no second reading is necessary.

Mr. Burchett, consistent with the Law Director’s statement above, moved to approve the legislation as an emergency.

RESULT: (*Yes 7, No 0, Abstained 0*)
MOVER: Donald Burchett
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

2177-25 An Ordinance amending Moraine Codified Ordinance Chapter 149 (“Merit System Commission”) to incorporate updated Merit System Commission Rules and Regulations therein.

Ms. Dillon requested that Council table this item as there is a rule revision she would like to bring before the Merit System Commission at its next meeting. She said it does not make sense to adopt this legislation incorporating rules into the Moraine Codified Ordinances and then again come back later with legislation to incorporate the rules.

Mrs. Whitt moved to table the legislation.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Shirley Whitt
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Resolutions

8123-25 A Resolution appointing Karen Powell to the position of Clerk of Council.

Mr. Miller noted that this legislation appoints Karen Powell as the Clerk of Council for the City of Moraine.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Dave Miller
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Upon passage of the Resolution, the Oath of Office was administered to Ms. Powell.

8127-25 A Resolution authorizing the City Of Moraine to accept the proposal of Sourcewell (formerly NJPA) for the purchase of one (1) 2028 E-One Cyclone M100 Aerial Ladder Quint at a total cost of \$1,705,095.00.

Mr. Daugherty stated that this Resolution approves the purchase of a 2028 E-One Aerial Ladder Quint. He confirmed that this purchase is an approved 2025 item and the estimated delivery date is 2028.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Mike Daugherty
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

8128-25 A Resolution declaring the items listed on the attached 2025 list to be surplus and no longer needed for municipal purposes and authorizing the City Manager to dispose of such items through GovDeals Auction or donation to a non-profit organization or thru a trade-in program.

Mrs. Whitt stated that the listed items are deemed no longer useful to the City and will be

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

properly disposed of as referenced in the legislation.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Shirley Whitt
AYES: Teri Murphy, Donald Burchett, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Persons Appearing Before Council - None

Any Other Business

Staff Reports

- Fire Department – No report.
- Police Department – No report.
- Building and Maintenance Department – No report.
- Streets Department – No report.
- Parks and Recreation Director – No report.
- Building and Zoning Administrator – No report.
- City Engineer – No report.
- City Planner – No report.
- City Manager – No report.
- Law Director – No report.
- Acting Finance Director – No report.
- Clerk of Council – No report.

Council Reports

Ms. Allen thanked Mr. Dunn and the Street Department employees for keeping streets driveable in the last snow event. She said other cities did not do as nice of a job as the City of Moraine. She expressed her condolences to the family of Helen Lail, who passed away at the age of 103 years. She said she met Mrs. Lail in the 1980's and she was a dear friend.

Ms. Marcus asked Mr. Davis if he knows when Miami Township will be resurfacing Lamme Road?

Mr. Davis replied that he will reach out to the Township Administrator for that information. He said Miami Township has a Capital budget, and he will ask the Administrator if resurfacing is slated for this year or next year. He said he will follow-up with Council.

Mrs. Whitt – No report.

RECORD OF PROCEEDINGS

Minutes of City Council

Held February 13, 2025

Mr. Miller offered condolences to the family of Lieutenant Larry Winters, a long-time Lieutenant for the Moraine Fire Division. He stated Lieutenant Winters passed away in Florida recently.

Mr. Daugherty informed Council that a Master Parks Plan Steering Committee was held on Thursday, February 6, 2025. He stated the plans are moving along very well, and the committee is excited. He said one more meeting is scheduled for the beginning of April, and then the committee will present the plan to Council.

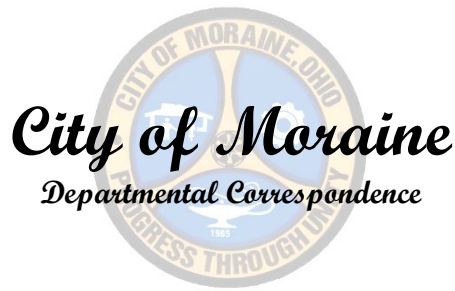
Mr. Burchett reported that on February 6, 2025, he attended the monthly board meeting of the MVRPC.

Mayor Murphy offered her condolences to the family of Lieutenant Winters. She said his daughter and her daughter attended school together. She thanked the Miami Valley Communications Council for this meeting and all future rebroadcasts.

Executive Session - None

Adjournment

Meeting adjourned at 06:15 PM.



TO: Mayor
City Council

FROM: Michael Davis, City Manager

DATE: February 24, 2025

SUBJECT: City Manager's Report

1) City Manager

- a) Attended the City Managers MVCC Gov Tech meeting on February 10, 2025. Discussions included the strategic plan and the future role of MVCC.
- b) Attended the CGCC Gala with Mayor Murphy on February 11, 2025.
- c) Held an employee introduction meeting on February 19, 2025, with the pending new Finance Director.
- d) Currently collecting TIRC and CRHC information from participating businesses.
- e) Continue working with prospect and Law Director on Commerce Park property.

2) Parks and Recreation

- a) The 10-Year Master Park Vision Plan is in its last stages of being completed. During the last Steering Committee meeting the group talked about mission, vision, core values, goals, and objectives.
- b) The 60th Anniversary Celebration plan continues.
 - 35 food trucks were contacted and 14 have responded.
 - 30 craft vendors, 10 have responded and 2 vendors were denied because of duplicate products of a registered vendor.
 - The president of the Dayton Food Truck Association was contacted, and discussion is taking place to work together for future events.
- c) Preparations for the Easter Egg Hunt are underway with almost 6,000 eggs stuffed and ready for easter.
- d) July 4th activities and entertainment are being compiled. A great time will be had this year with Stranger performing, fireworks, food trucks, inflatables and face painters.
- e) Director Brent Shane reports he is ordering fitness equipment that was included in the 2025 budget. After this purchase, the Payne Recreation Center will have successfully upgraded the entire weight room and cardio room.
- f) The Member Appreciation Event was on Friday, February 14, 2025, and it was a big hit with approximately 40 people in attendance.
- g) Garden Plot reservations will be available for purchase starting Saturday March 1, 2025.

3) Planner

- a) The City was awarded the Tree City USA status for its 14th year by the Arbor Day Foundation.
- b) Planner Nick Sorice met with David Wilson of Wilfab Signs at the sites of the Phase 1 Entryway Sign Installation Project. Phase 1 encompasses the eastern half of Moraine. This project is slated for early to mid-March, weather permitting.
- c) A Planning Commission Meeting was held on February 18, 2025, regarding the replat of 3612 Beechgrove Road. The replat was approved for a new single City lot for the construction of a single-family home.
- d) Mr. Sorice and Building and Zoning Administrator Brent Carpenter plan to attend the American Planning Association's Planning & Zoning Workshop in Cincinnati on February 28, 2025.
- e) There is continued discussion regarding the prospective development plans on East River Road.

4) Police

- a) February 9: Patrol officer observed a vehicle driving with only three wheels. The driver was arrested for operating a vehicle impaired.
- b) February 12: An assault occurred at Fuyao between supervisor and employee. Patrol officers are investigating.
- c) February 14: A vehicle was stolen from Indiana Wesleyan's parking lot. Ongoing investigation.

A vehicle was stolen in December and was recovered in Sharonville Ohio. Detectives are investigating.
- d) February 19: A stolen vehicle from Fairfield was recovered at a traffic stop on S Dixie Drive. An investigation is ongoing.
- e) There were 17 calls for service at Walmart, 14 calls at the Red Roof, 9 calls at Kroger and 22 calls for service on I-75.

5) Street Division

- a) Staff continue to patch potholes, performing park maintenance and picking up roadside debris Citywide.
- b) Due to the weather, the staff continues with snow removal and high-water maintenance.

Bi-Monthly Report

To: Michael Davis, City Manager

From: Traci Kuzminski, Fire Chief



Date: February 19, 2025

Subject: Activity Report

The Fire Division responded to a total of 113 incidents from February 2nd – February 15th 2025.

EMS/ Fire & Rescue –

Division Responded to 4 Motor Vehicle Incidents

Division responded to 79 EMS Incidents

Division responded to 10 Fire Alarm/Detector Activations

Division Responded to 20 all other calls

Long-term projects/issues:

- New Medic ordered. Still Waiting
- P & R has finished Audit of Tornado Sirens, recommend replacing 2, waiting on parts
- Received new Staff truck, waiting to outfit it

Full time hiring/promotions:

- 3 Full Time positions open-3 currently going through the process
- Lieutenant Promotion- Lieutenant process opened, testing on March 6th
- The Assessment Center will be March 28th at *am at the Civic Center
- The Orientation for the Assessment Center will be March 21st at 0900 at Station 28
- The interviews will be On April 11th. We will let you know when and where

Part time hiring:

- We have 6 part time personnel currently on the roster.

Short term projects/issues:

- Beginning phase of Station 30 Bathroom remodel-On Hold

Number of Inspections/Re-Inspections:

- 17 Inspections

Meetings:

- Lt. Woodie and C30 Meeting with Warren County CC
- City Council Meeting 2/13/2025
- Chief Attended Advanced Leadership at the MVCC

Other:

- SAFE class @ WCIS – 6 classes 108 student
- SAFE class @ WCIS – 4 classes 76 students
- Building Walkthrough- All Crews Winn Supply 3184 Kettering Blvd. 2/11, 2/12, 2/13

MAYORS' COURT MONTHLY STATEMENT TO COUNCIL

Fines and Other Monies Collected or Received
Rev. Code Sec. 733.40

To the Council of The City of Moraine Ohio:

The following is a full statement of all fines, forfeitures, and costs in ordinance cases and all fees collected by me, or which have in any manner come to my hands, or which are due me as Mayor, Chief of Police or other officer of the city and any other fees and expenses which have been advanced out of the city treasury, and all monies received by me as Mayor for the use of the city and paid over by me to the Treasury of the city as required by law.

Prepared: February 4, 2025

BALANCING FOR MONTH OF: DECEMBER 2024

BOND ACCOUNT

Balance retained in Bond Account Beginning:	12/1/2024	\$	10,196.00
Amount received and deposited - CASH		+	117.95
Amount received and deposited - SURETY		+	6,537.00
Less amount returned to Defendants		-	8,070.95
Less amount retained in Bond Account (end of month)		-	8,289.00
Additions, Subtractions or Changes, etc.		+/-	0.00
EQUALS BONDS FORFEITED		\$	491.00

MAYOR'S ACCOUNT

Fines & Court Costs

Amount received and deposited	\$	11,672.69
Monthly reimbursement to City for Kett "LEAF"	(-)	0.00
Additions, Subtractions or Changes, etc.	+/-	0.00
EQUALS GROSS REVENUE		\$ 12,163.69

DISBURSEMENTS

Mo. Co. Booking Fees	Check #	3990	235.19
Police Dept Traffic School ACCT# 101-0600-40603	Check #	~	-
IDAM-Ind Drvrs Alc Mntr (15%) - Kettering \$\$	Check #	3991	66.60

Computer Fund:

B4 12-13-18 Computer Fund (CF) ACCT# 301-0800-40820 \$ 5.00

12-13-18 & AFTER	Mayor's Court CF	208-0800-40820	174.00		
	Clerk of Court CF	209-0800-40820	116.00	Check #	3992
					295.00

Treasurer of State:

Victims of Crime	\$	482.00		
IDSF-Ind Def Support Fund (50%)		1,356.00		
CJDE - Crim Just Drug Enf Fund (35%)		155.40		
Expungements		30.00		
Child Restraint		63.00		
Seatbelt Fines		-		
Attorney General Reimbursement		30.00	Check #	paid on-line
				\$ 2,116.40

City-General Fund: Acct# 101-0600-40601

ADTS - Admin T/School Fee	\$	-		
City Fines		9,450.50		
Miscellaneous Fees		-		
Parking Tickets		-		
Truck Fund Overweights		-		
Witness Fees		-		
Kettering Fees		-	Check #	3993
				\$ 9,450.50

RECORD OF ORDINANCES

Ordinance No. 2166-24

Passed February 27, 2025

AN ORDINANCE CERTIFYING UNPAID CHARGES FOR GRASS MOWING AND WEED CUTTING TO THE MONTGOMERY COUNTY AUDITOR FOR COLLECTIONS WITH REAL ESTATE TAXES IN THE AMOUNT OF \$11,729.04.

WHEREAS, the Codified Ordinances of the City of Moraine, Ohio, requires that any owner, occupant, or any person having the care of any lot or land within the City of Moraine, Ohio, shall cut down and remove all offensive and noxious weeds; and

WHEREAS, Section 1412.10 and .11 of the Moraine Codified Ordinances and Sections 731.51 through 731.53, Ohio Revised Code, permit the City of Moraine to cause such noxious weeds to be cut and destroyed if the City has complied with the requirements of those sections; and

WHEREAS, Sections 731.54, Ohio Revised Code, permits municipalities which have cut noxious weeds under the procedure outlined in Sections 731.51 through 731.53, Ohio Revised Code, to make a written return of its actions with a statement of the charges for this service to the County Auditor the amounts, when allowed, shall be entered upon the tax duplicate, which shall be a lien upon such lands from the date of the entry and shall be collected as other taxes and returned to the municipal corporation with the general fund; and

WHEREAS, the City of Moraine, through its Division of Streets in conformity with the provisions of Section 1412.10 and .11 of the Moraine Codified Ordinances and Sections 731.51 through 731.53, Ohio Revised Code, did cut down and destroy noxious weeds, vines, and grass at various locations throughout the City of Moraine, the charges for these services, in many instances, remains unpaid.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That the Acting Finance Director is hereby authorized and directed to certify noxious weeds at various locations throughout the City of Moraine, Ohio, by the City of Moraine, Ohio, through its Division of Streets. The list, which is attached hereto as Exhibit A and incorporated by reference herein, identifies the properties to be assessed by Parcel ID numbers and specifies the unpaid charges for cutting down noxious weeds. The City requests that these charges be made a lien against the respective properties in accordance with Section 731.54, Ohio Revised Code.

SECTION 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Ordinance to the City Manager and Acting Finance Director.

Exhibit A: City of Moraine Current Grass Mowing Assessments

Parcel ID	Project Number	Tax Year	Amount	Address
J44120914 0127	31500	2024	\$1,708.22	3501 COZY CAMP
J44120914 0294	31500	2024	\$926.15	3708 TRAIL ON RD
J44120913 0115	31500	2024	\$498.31	3409 COZY CAMP RD
J44121001 0052	31500	2024	\$498.31	2433 WINWOOD
J44120913 0054	31500	2024	\$498.31	3357 TRAIL ON RD
J44121004 0009	31500	2024	\$1,801.64	3488 PARALLEL
J44 20905 0028	31500	2024	\$515.21	2910 GLADSTONE ST
J44120914 0381	31500	2024	\$493.43	3740 CLEARVIEW ST
J44120914 0206	31500	2024	\$493.43	3601 CLEARVIEW ST
J44120914 0127	31500	2024	\$446.68	3501 COZY CAMP
J44121004 0009	31500	2024	\$446.68	3488 PARALLEL
J44121001 0052	31500	2024	\$435.79	2433 WINWOOD
J44 04101 0064	31500	2024	\$544.64	2462 DRYDEN RD
J44104109 0059	31500	2024	\$544.64	4905 SPRINGBORO
J44120913 0054	31500	2024	\$457.56	3357 TRAIL ON RD
J44121013 0037	31500	2024	\$423.45	2598 JANCO AVE
J44120914 0294	31500	2024	\$457.56	3708 TRAIL ON RD
J44 20906 0013	31500	2024	\$539.03	4005 FULTON AVE
Total			\$11,729.04	

A Resolution accepting the proposal of Reliable Construction Services in the amount of \$56,630.00 for the provision of fuel system removal and related services.

Department: Street Division

Request: Resolution

Summary:

The Street Department would like to proceed with the removal of the existing outdated fuel system located at the Street Department (4720 Vance Road) by accepting the proposal from JF Construction Services Midwest to perform the work. This is an 2025 budgeted capital item.

RECORD OF RESOLUTIONS

Resolution No. **8129-25**

Passed **February 27, 2025**

A RESOLUTION ACCEPTING THE PROPOSAL OF RELIABLE CONSTRUCTION SERVICES IN THE AMOUNT OF \$56,630.00 FOR THE PROVISION OF FUEL SYSTEM REMOVAL AND RELATED SERVICES.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:**

That, having determined this to be a sole service provider item, the proposal of Reliable Construction Services to provide fuel system removal and related services in the amount of \$56,630.00 is hereby accepted with said costs to be paid from the Capital Fund.
- SECTION 2:**

That the Clerk is hereby directed to forward a certified copy of this Resolution to the City Manager and Finance Director.
- SECTION 3:**

That this Resolution shall take effect from and after the date of its passage.

01-17-2025

Sherry,

Reliable Construction Services is pleased to provide you with this proposal to remove your fuel system at 4023 Vance rd. This proposal was based on Prevailing wage rates. The following scope of work is as follows:

- Obtain all permits for removal through Bustr.
- Clean tanks for removal by removing excess fuel then washing tanks clean to be vapor free. Tanks must be pumped down to 3" prior to start of project.
- Remove canopy, all concrete under canopy and over tank field.
- Pull gravel out from tank field and pile on to plastic for sampling.
- Pull tanks out with inspector from state and place into dumpster for disposal.
- Remove product piping to the dispensers.
- Environmental will take samples from tank field, product ditches, and under dispensers. Sampling results will take 5 to 7 business days from results.
- If results come back clean then we will use the material to backfill cavities to sub grade where the city will asphalt at their expense.
- If results come back not clean then I will have a meeting to discuss options with City.

Qualifications:

- Pending Environmental results, we will not know if any extra material will need to be removed from UST areas. Additional cost of environmental sampling may occur if contamination must be removed and transported to recycling area.
- If there is Water in tank hole it will need to be pumped down by either the City or Reliable. If we Pump water it will be disposed of at \$ 1.10 per gallon to a recycling center.
- The city is responsible for the finish asphalt after project.
- Any work performed outside the scope of work will be \$ 85.00 per hour per tech, plus material cost plus 20%.

Cost of Proposal with no tax: \$ 56,630, Prevailing wage rates applied.

Reliable Construction Services

Rod Hillard
20 innovation CT
Dayton, OH 45414
Phone 937-461-2250 Fax 937-461-1941
Email: rhillard@reliacon.com

DATE: 12-21-23
Revised 9-17-2024
Revised 01-17-2025

ATTN: SHERRY BUSCHUR
City Of Moraine

SHIP: CITY OF MORaine
4023 Vance rd
Moraine, Oh

PROPOSAL

REQUISITIONER				TERMS
Quote Valid for 30 Days		UST Removal		Net 30

QTY	UNIT	Description	UNIT PRICE	TOTAL
		- Reliable will supply a UST certified tech for the removal to work with City of Moraine - Reliable with provide permit, ust inspector for state, cleaning of tanks, environmental sampling for closure of system, removal of canopy, tanks and concrete. - The city will provide asphalt to fill the fuel system area when completed by RCS. We will bring subgrade up to 6" below grade Qualifications: - Any work performed outside the scope of work will be \$ 85.00 hr. per tech plus material cost plus 20%. - Pending Environmental results, we will not know if any extra material will need to be removed from UST areas. Additional cost of environmental sampling may occur if contamination must be removed and transported to recycling area. - Prevailing wage was figured in this proposal.		

			SUBTOTAL	\$ 56,630.00
			SALES TAX	N/A
			SHIPPING & HANDLING	
			TOTAL	\$ 56,630.00

1. If additional parts are necessary to perform the above scope of work they will be billed at cost + 20%.
2. This proposal is good for 30 days
3. Send all correspondence to:
Reliable Construction Services
Attn: Rod Hillard
20 Innovation CT
Dayton, OH 45414
Phone 937-461-2250 Fax 937-461-1941
rhillard@reliacon.com

I agree to the above rates and would like to schedule the work as proposed.

PO# _____

Authorized by

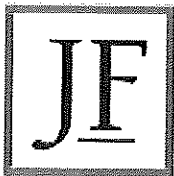
Date

Sherry Buschur

From: Rod Hillard <Rod.Hillard@jfpetrogroup.com>
Sent: Wednesday, January 22, 2025 10:36 AM
To: Sherry Buschur
Cc: Chris Dunn; Leslie Yarger
Subject: RE: proposal letter 121223

Sherry,

We are ok with the numbers going past the 30 days. I have added Leslie to email so you two can talk about whatever you need from us.



Rod Hillard

Construction Estimator

📞 937-461-2250 📠 937-414-7007

✉️ Rod.Hillard@jfpetrogroup.com

From: Sherry Buschur <sherryb@moraineoh.org>
Sent: Wednesday, January 22, 2025 10:29 AM
To: Rod Hillard <Rod.Hillard@jfpetrogroup.com>
Cc: Chris Dunn <cdunn@moraineoh.org>
Subject: RE: proposal letter 121223

CAUTION: EXTERNAL

Good Morning,

We would need to take this to Council for approval. It will take two readings for them to approve and prepare legislation. Council meetings take place twice a month, so this project would not be approved until late February. Could you please supply an updated quote, or would this quote extend past the 30 days? Also, I will need to contact Leslie for proper name for legislation and purchase order purposes.

Thanks,

Sherry

From: Rod Hillard <Rod.Hillard@jfpetrogroup.com>
Sent: Friday, January 17, 2025 9:26 AM
To: Sherry Buschur <sherryb@moraineoh.org>; Chris Dunn <cdunn@moraineoh.org>
Subject: RE: proposal letter 121223

Sherry,

Here is the revised proposal with some cost increases and adjusted PW rates . Any questions please let me know. Thanks

A Resolution authorizing the Ohio Department of Transportation to undertake resurfacing of specified roadway within the City of Moraine and known as the MOT S. Dixie RSF PH. 2 Resurfacing Project (PID NO. 121588).

Department: Community Development

Request: Resolution

Summary:

Requesting Legislation allowing the City of Moraine to enter into an agreement with the Ohio Department of Transportation for the second phase of the South Dixie Drive resurfacing project. Construction is slated to take place in the summer of 2026 and is a 2026 budgeted item.

RECORD OF RESOLUTIONS

Resolution No. 8130-25

Passed February 27, 2025

A RESOLUTION AUTHORIZING THE OHIO DEPARTMENT OF TRANSPORTATION TO UNDERTAKE RESURFACING OF SPECIFIED ROADWAY WITHIN THE CITY OF MORaine AND KNOWN AS THE MOT S. DIXIE RSF PH. 2 RESURFACING PROJECT (PID NO. 121588).

WHEREAS, the City of Moraine, hereinafter referred to as the "City" or "LPA" desires to authorize the State of Ohio, Department of Transportation to undertake the work specified herein (Project").

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: Being in the public interest, the City as LPA gives consent to the Director of Transportation to complete the above - described Project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION 2: The City shall cooperate with the Director of Transportation in the development and construction of the above-described Project and shall enter into an LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The City as LPA agrees to participate in the cost of the Project at 35% of the construction contract. Local share of construction is estimated to be \$135,000.00. The LPA agrees to participate in 100% of the cost of the construction engineering, estimated at \$31,000.00.

The City as LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION 3: The City as LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The City as LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SECTION 4: The City as LPA agrees that all right of way required for the described Project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right of way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 5: Upon completion of the Project, and unless otherwise agreed, the City as LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal Laws, including but not limited to Title 23, USC Section 116; (2) provide ample financial provisions as necessary for the maintenance of the Project; (3) maintain

RECORD OF RESOLUTIONS

Resolution No. 8130-25

Passed February 27, 2025

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION 6:

The City as LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further, the LPA agrees to incorporate ODOT’s “Specifications for Consulting Services” as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT’s current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant’s performance through ODOT’s Consultant Evaluation System.

SECTION 7:

The LPA hereby authorizes Michael Davis, City Manager of said City of Moraine, Ohio to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described Project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the City Manager is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Moraine to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION 8:

That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager, City Engineer, and Finance Director.

SECTION 9:

That this Resolution shall take effect and be in full force and effect from and after the date of its passage.

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)

(PARTICIPATORY)

Resolution # : _____

PID No. : 121588

County/Route/Section : MOT S. Dixie RSF Ph. 2

Agreement No: _____

The following is a Resolution enacted by the City of Moraine of Montgomery County, Ohio, hereinafter referred to as the Local Public Agency (LPA). This

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

This project will resurface South Dixie Drive from Hoyle Place to the Moraine North corporation limit in the City of Moraine.

NOW THEREFORE, be it ordained by the City of Moraine of Montgomery County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project at 35% of the construction contract. Local share of construction is estimated to be \$135,000.00. The LPA agrees to participate in 100% of the cost of the construction engineering, estimated at \$31,000.00.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes Michael Davis, City Manager of said City of Moraine, OH to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the City Manager is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Moraine to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Passed: _____
(Date)

Attested: _____
(Clerk of Council)

2/5/2025

**CERTIFICATE OF COPY
STATE OF OHIO**

The City of Moraine of Montgomery County, Ohio

I, _____, as Clerk of the City of Moraine of Montgomery County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution by the legislative Authority of the said City of Moraine on the _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 2025

SEAL

(Clerk)

City of Moraine of Montgomery County, Ohio

A Resolution authorizing an agreement between the Montgomery County Sheriff's Office ("Sheriff") and the City Of Moraine for the purchase and annual maintenance of mobile licenses on Motorola Premiere One Cad with the Montgomery County Regional Dispatch Center ("RDC") in an amount not to exceed \$33,750.00 through December 31, 2029.

Department: Administration

Request: Resolution

Summary:

We want to add additional connections to the County for our dispatch system. We would add 15 ipad and 3 FD MDT licenses....they will be combined with the PD agreement for 2026 to County.

This will have to be paid separately, just this year.

This is budgeted....IT is covering the \$3,600 for the connection to Radio IP....and then Police is covering the \$15,036.

RECORD OF RESOLUTIONS

Resolution No. **8131-25**

Passed **February 27, 2025**

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE MONTGOMERY COUNTY SHERIFF’S OFFICE (“SHERIFF”) AND THE CITY OF MORaine FOR THE PURCHASE AND ANNUAL MAINTENANCE OF MOBILE LICENSES ON MOTOROLA PREMIERE ONE CAD WITH THE MONTGOMERY COUNTY REGIONAL DISPATCH CENTER (“RDC”) IN AN AMOUNT NOT TO EXCEED \$33,750.00 THROUGH DECEMBER 31, 2029.

WHEREAS, the City of Moraine is desirous of partnering with the Montgomery County Sheriff’s Office and the Montgomery County Regional Dispatch Center for the purchase of three (3) Premiere Mobile License and fifteen (15) Premiere One iOS Mobile License with Motorola Premiere One CAD for use in their Fire and EMS apparatus for mobile CAD; and

WHEREAS, one of the goals in Montgomery County’s Strategic Plan is to collaborate to save money and improve competitiveness and this Agreement is an example of shared service that is a direct action of the Strategic Plan.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:**

That the Agreement appended hereto as **Exhibit A** with the Montgomery County Sheriff’s Office for an amount not to exceed \$33,750.00 through December 31, 2029, is hereby approved, and the City Manager is authorized to sign same on behalf of the City of Moraine, Ohio.
- SECTION 2:**

That the Clerk be and is hereby directed to forward a certified copy of this Resolution to the City Manager, Fire Chief, and Finance Director.
- SECTION 3**

That this Resolution shall take effect and be in full force and effect from and after the date of its passage.

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE MONTGOMERY COUNTY SHERIFF'S OFFICE ("SHERIFF") AND THE CITY OF MORAINÉ ("MORAINÉ") FOR THE PURCHASE AND ANNUAL MAINTENANCE OF MOBILE LICENSES ON MOTOROLA PREMIERE ONE CAD WITH THE MONTGOMERY COUNTY REGIONAL DISPATCH CENTER ("RDC") IN AN AMOUNT NOT TO EXCEED \$33,750.00 THROUGH DECEMBER 31, 2029.

WHEREAS, the City of Moraine is desirous of partnering with the Montgomery County Sheriff's Office and the Montgomery County Regional Dispatch Center for the purchase of three (3) Premiere Mobile License and fifteen (15) Premiere One iOS Mobile License with Motorola Premiere One CAD for use in their Fire and EMS apparatus for mobile CAD; and,

WHEREAS, one of the goals in Montgomery County's Strategic Plan is to collaborate to save money and improve competitiveness and this Agreement is an example of a shared service that is a direct action of the Strategic Plan; and,

NOW, THEREFORE, BE IT RESOLVED that the Resolution authorizing the agreement between the Montgomery County Sheriff's Office and the City of Moraine for and amount not to exceed \$33,750.00 through December 31, 2029 is hereby adopted.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this Resolution and make an imaged copy of this Resolution available on the Montgomery County, Ohio website at <http://www.mcoho.org/>

AGREEMENT

The parties, the Montgomery County Sheriff's Office ("Sheriff"), 345 W Second St. Dayton, Ohio 45422 and the City of Moraine ("City") 4200 Dryden Rd. Moraine, Ohio 45439 do hereby agree to the following:

TERM

This Agreement will commence upon the signatures of all parties and continue until December 31, 2029, unless terminated by one of the parties as provided for below.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SCOPE OF SERVICE

The Sheriff will purchase three (3) Premiere One Mobile CAD and fifteen (15) Premiere One iOS Mobile CAD licenses for use on the Motorola Premiere One CAD on the original purchase agreement dated November 25, 2015. The agreement provides annual maintenance fees beginning in year two of the proposal.

CUSTODIAN OF RECORDS

It is expressly understood by the parties that the Sheriff will not become the custodian or any other responsible person for the City's records. The City will be solely responsible for any and all legal requirements to keep and maintain its records, as well as being solely responsible for complying with any and all legal requirements to provide their records under Ohio Public Records Laws.

PAYMENT

In exchange for the services referenced above, the City shall pay the Sheriff the following costs by June 1 of each year based on the purchase agreement with Motorola for the total cost of equipment, licenses and annual maintenance, not exceed \$33,750 to be paid as follows:

2025- \$15,036.00

2026- \$4,342.00

2027- \$4,559.00

2028- \$4,787.00

2029- \$5,026.00

RESPONSIBILITY

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts negligent omissions by or through itself or its agents, employees and contracted servant and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of the contract of the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

TERMINATION

Either party may terminate this agreement for any reason by sending written notice to the other party not less than sixty (60) days prior to the date of the proposed termination. In the event that this Agreement is terminated, the City shall only be responsible for paying the Sheriff a pro rata share of the server replacement costs for the time period that the City used the licenses during the year that the Agreement was terminated. The Sheriff shall not be entitled to any payments for equipment usage for the time period after the Agreement is terminated.

Signature Page – Agreement with City of Moraine for the Mobile CAD Licenses and annual maintenance for Motorola Premiere One CAD at the Regional Dispatch Center

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20__.

Signed and acknowledged in the
presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____
Judy Dodge, Commissioner

Witness

By: _____
Carolyn Rice, Commissioner

Witness

By: _____
Mary McDonald, Commissioner

OR

Witness

By: _____
Michael Colbert, County Administrator

AND;

Witness

By: _____
XXX XXXXX, City of Moraine.

Quote

Radio IP Software Inc.



Date: 2025/01/23

BILL to

City of Moraine
4200 Dryden Road
Moraine
OH, 45439, USA

SHIP to

Montgomery County - OH
345 West Second St.
P.O. Box 972
Dayton
OH, 45422, USA

Quote number: QUO-12992-V1K2Z2 - 2

Valid until 2025/04/30

Item #	Description	QTY	Unit Price	Discount %	Discounted Unit Price	Total
MVPN-MLT-CL-IP	Mult-IP Mobile VPN Client Supports IP Drivers Base price: \$200.00	3	200.00	0.00%	200.00	600.00
MVPN-ARM-CL	Armada Client Supports Android and iOS Base price: \$200.00	15	200.00	0.00%	200.00	3000.00
PS-MS-MC	Maintenance and Support for Mission Critical Products Per year - Normal 9am-5pm EDT + Emergency 24/7 Includes Maintenance and Minor Upgrade Releases Base price: \$720.00	1	720.00	100.00%	0.00	0.00
Total (Tax not included)						3600.00

Currency: US Dollars

Please read the Terms and Conditions on next page.

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1111 St.Charles Street West - East Tower - Suite 555 - Longueuil - Quebec, Canada - J4K 5G4
Toll Free : (877) 717-2242 - Tel : (514) 890-6070 - Fax : (514) 890-1332 - www.radio-ip.com

Radio IP Standard Terms and Conditions of Sale

GENERAL: All references to **Radio IP** herein shall mean Radio IP Software Inc. All references to "Buyer" herein shall mean the customer named in a purchase order, quotation or proposal. All quotations from Radio IP shall be considered solicitations of offers. All orders placed by Buyer shall be considered offers which shall only be deemed accepted upon written notice thereof from Radio IP. Buyer will provide Radio IP with a complete written authorization or purchase order, containing necessary information, such as end user company name, product code, products description, quote number, quantity and price of each product being purchased. Unless specified explicitly, sales are made only on the terms and conditions herein or as specified in a valid Reseller Agreement or Purchase Agreement which will supersede these Ts&Cs.

Radio IP's quotations are firm for a specific period of time as indicated on the quote or RFP. Radio IP reserves the right to modify the design and specifications of the software provided that the modification does not adversely affect the original performance specifications.

LICENSE RESTRICTIONS

a) Use Restrictions. Buyer may not exceed the number of licenses, gateways, agents, tiers, nodes or seats, as agreed to and paid for by Buyer. Some software may require license keys or contain other technical protection measures, including a temporary key of up to 90 days or until the order has been paid in full. Buyer acknowledges that Radio IP may monitor Buyer's compliance with Use restrictions and authorizations, remotely or otherwise.

b) Back-up Copy of the software. As permitted by Radio IP Software License Agreement "SLA", Buyer may only make copies of the Software for archival purposes or when copying is an essential step in the authorized use of the software.

COMMERCIAL WARRANTY: Products sold by Radio IP carry a limited warranty. Software is warranted to substantially conform to Radio IP's specifications for a period of twelve (12) months from the date of installation. Radio IP's sole obligation under this warranty shall be limited to using its best efforts to correct such software as soon as practical after Distributor/Business Partner or end-user has notified Radio IP of such defects. Radio IP does not warrant that operation of any of the software shall be uninterrupted or error-free or that functions contained in the licensed software shall operate in combinations which may be selected for use by the Distributor's/Business Partner or end-user or meet the Distributor's/Business Partner's or end-user's requirements.

Prior to the end of the warranty, buyer must purchase a maintenance contract in order to receive post warranty support and software updates. Radio IP offers one (1), two (2) and three (3) year maintenance contracts providing extensions to the Standard Warranty Period under Special Loyalty Programs. Buyer will incur re-instating fees for expired warranty.

PATENT AND COPYRIGHT INDEMNIFICATION: Radio IP agrees to defend, at its expense, any suits against Buyer based upon a claim that any products furnished directly infringe a United States patent or copyright. Radio IP agrees to pay costs and damages finally awarded in any such suit, provided that Radio IP is notified promptly in writing of the suit and, at Radio IP's request and at its expense, is given control of said suit and all requested assistance for defense of same up to an amount not to exceed the full purchase price, as specified in the Radio IP Software License Agreement.

PAYMENT: Radio IP's standard terms of sale are net thirty days or whatever terms have been agreed to in a Reseller Agreement. All payments shall be made in the quoted denomination by electronic funds transfer, wire transfer or by check. The Buyer shall make payments in full to Radio IP at the address stated on the Radio IP invoice or as otherwise specified in writing by Radio IP. Overdue payments are subject to a service charge of 1.5% per month or the maximum legal rate, whichever is lower. Products and services are invoiced in full at the date of installation unless stated otherwise in the Purchase Order and expressly agreed.

Software Maintenance Agreement: Following the expiry of the warranty period, Buyer must have a valid maintenance contract in order to extend the support of the purchased product.

TAXES: Except for the amount, if any, of tax stated in a Radio IP proposal, the prices set forth in a Radio IP proposal are exclusive of any amount for federal, state, local, excise, sales, use, property, retailer's occupation, in-country, import, VAT or similar taxes or duties. Such prices are also exclusive of all government permit fees, license fees, customs fees and similar fees levied upon delivery of the Radio IP products and services. The Buyer shall be liable for all such taxes, duties and fees, regardless of whether or not the same are separately stated by Radio IP, and the Buyer shall pay the amount thereof to Radio IP or, in lieu thereof, the Buyer shall provide Radio IP with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery of Radio IP product. If Radio IP is required to pay or bear the burden of any excluded tax then the Buyer shall reimburse to Radio IP the full amount of any such tax payment no later than ten (10) business days after receipt of an invoice.

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Toll Free : (877) 717-2242 - Tel : (514) 890-6070 - Fax : (514) 890-1332 - www.radio-ip.com

Quote

Radio IP Software Inc.



TERMINATION, CHANGES AND DELAYS: Radio IP shall not be liable for any delay or failure to perform due to any cause beyond its control (Force Majeure). The delivery schedule shall be considered extended by a period of time reasonably necessary to perform after such event(s). Notwithstanding the preceding sentence, in the event Radio IP is unable to wholly or partially perform due to any cause beyond its control, Radio IP may terminate any contract without liability to Buyer. Radio IP may also at its sole discretion re-schedule, terminate or cancel any purchase order without liability to Buyer. Buyer may cancel any order due to the default of Radio IP upon thirty (30) business day's prior written notice and failure to cure by Radio IP. Otherwise orders may be terminated, changed or delayed by Buyer only with the written approval of Radio IP and shall be subject to termination, change or delay charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and a reasonable allowance for the cost of overhead, general and administrative expenses in accordance with Radio IP's standard accounting practices.

ENCRYPTION EXPORT RESTRICTIONS: Resale of any encryption software to the US or Canada is unrestricted. Radio IP reserves the right to refuse to sell/resell/install any product. Export or use of the Software may be subject to obtaining approvals or permits required by Foreign and/or Canadian export laws and regulations. In order to ensure that all deliveries, exchanges, licenses, transfers or exports of technology, technical information, programs, documentation or goods pursuant to this agreement do not violate any applicable laws and regulations: (i) no delivery, exchange, license, transfer or exportation will be permitted under this Agreement to the extent prohibited by such laws and regulations; and (ii) the Reseller shall at all times comply with export laws and regulations in connection with matters relating to this Agreement. The Reseller shall not re-export, directly or indirectly, the Software, its technology, its technical data and all the Documentation where the exportation or re-exportation is prohibited under US and/or Canadian export laws and regulations.

APPLICABLE LAW: This document shall be governed by the laws of the Province of Québec, Canada, as applied to contracts entered into and performed within the Province of Québec, except for conflict of law rules. The parties hereby agree that this document shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Buyer hereby irrevocably consents to the exclusive jurisdiction of the courts of the Province of Québec, Canada and waives any other venue to which Buyer might be entitled by domicile or otherwise. Buyer expressly waives any right it may have to a jury trial and agree that any proceedings under this Agreement shall be tried by a judge without a jury.

LIMITATION OF LIABILITY: EXCEPT AS EXPRESSLY PROVIDED FOR HEREUNDER, RADIO IP'S TOTAL LIABILITY SHALL BE LIMITED TO THE NET PRICE OF THE PRODUCTS SOLD, EXCLUDING ANY CHARGES STATED SEPARATELY FROM THE PRODUCT PRICE ON THE INVOICE. BUYER'S SOLE REMEDY FOR LIABILITY OF ANY KIND, INCLUDING NEGLIGENCE, WITH RESPECT TO PRODUCTS, SOFTWARE AND DOCUMENTATION FURNISHED HEREUNDER IS TO REQUEST RADIO IP, AT RADIO IP'S OPTION, TO REFUND THE PURCHASE PRICE, EXCEPT THAT IN THE CASE OF A BREACH OF PRODUCT WARRANTY. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF CONTRACT MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION, EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. IN NO EVENT SHALL RADIO IP BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER, INCLUDING LOSS OF BUSINESS, LOSS OF RECORDS OR DATA, LOSS OF USE OR OTHER ECONOMIC LOSS, WHETHER OR NOT RADIO IP WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS.

WAIVER: The failure of Radio IP to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

COMPLETE AGREEMENT: Buyer acknowledges that Buyer has read and understands these Standard Terms and Conditions of Sale as stated, and agrees to be bound by them and that these, together with the applicable Purchase Order, are the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties with the exception of a valid Reseller Agreement, which will take precedence over these Terms & Conditions. No modification thereof shall be binding upon either party unless such modification is in writing signed by duly authorized representatives of the parties. If any part of the terms and conditions included herein is deemed contrary to, prohibited by or invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible.

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Proposal

Montgomery County, OH

Montgomery County - Moraine Fire Department: PremierOne License Add On

25-187349

January 23, 2025

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Motorola Solutions, Inc.
500 W. Monroe Street, Suite 4400
Chicago, IL 60661

January 23, 2025

Captain Jay Wheeler
Montgomery County Regional Dispatch
460 Vantage Point Drive
Dayton, OH 45342

Re: Proposal # 25-187349 for Montgomery County - Moraine Fire Department:
PremierOne License Add On ("Proposal")

Dear Captain Wheeler:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the enclosed Proposal to Montgomery County Regional Dispatch ("Customer"). This Proposal is valid for 90 days from the date of this letter.

Motorola's Proposal is subject to the terms and conditions of the existing PSA System Agreement dated 11/25/2015. Montgomery County Regional Dispatch may accept this Proposal by returning a copy of this proposal signed by an authorized signatory. Alternatively, Motorola would be pleased to address any concerns you might have regarding this Proposal. Please send your order to your Motorola Software Sales Account Manager listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Software Sales Account Manager, Chad Gappa at 480-606-8886 or chad.gappa@motorolasolutions.com with any questions.

Sincerely,



Chris Baur
Area Sales Manager
Motorola Solutions, Inc.

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Section 1

System Description

1.1 System Overview

Motorola Solutions is pleased to present the following proposal for Montgomery County OH (hereinafter referred to as the "Customer") to add PremierOne Licenses for use by Moraine Fire Department to the Customer's PremierOne CAD system.

Motorola Solutions' offering consists of PremierOne client software.

1.1.1 System Application Client Software Licensing

The following table summarizes the number of PremierOne client application software licenses to add the Moraine Fire Department.

Table 1-1: System Licensing

System Client Licenses	Quantity	Type
PremierOne CAD Windows Mobile	3	Per Seat
PremierOne Mobile (iOS or Android)	15	Per Seat

1.2 Application Descriptions

The following sections provide brief descriptions of PremierOne CAD and CAD Mobile, applications and other system applications. The PremierOne equipment contains Commercial Off-the-Shelf (COTS) products, therefore software development is not provided.

1.2.1 PremierOne Mobile with Mobile Mapping

PremierOne Mobile provides public safety personnel the ability to assess and prepare for a situation while enroute to the scene. Users access information via screen configurations that provides navigation throughout the PremierOne Mobile application.

Table 1-2: PremierOne Mobile Mapping Capabilities

PremierOne Mobile - Available Clients:	Windows	iOS
Operating System	Windows 10+	iOS 13 - 16
Cloud Enabled	●	●
Silent Dispatch	●	●
Incident & Unit Management	●	●

Real-Time Status Monitors	7	5
Field Initiation for Traffic Stops & Other Incidents	•	•
Database Querying	•	•
Unit Location Tracking	•	•
Premise & Hazard Details with Images	•	•
Geofencing with Entry & Exit Alerts	•	•
4G & LTE Network Capability	•	•
CJIS Security Support with FIPS 140-2 Encryption & Auditing	•	•
Barcode Scan	•	•
Voice Entry for Comments		•
Actionable URL in Comments	•	•
Messaging	•	
BOLOs	•	
Advanced Mapping, BOLOs, Premise & Hazards	•	
Advanced Configurations	•	

The integrated map provides the user the ability to display call location, drive directions, premise hazards and the location of other units. PremierOne Mobile leverages the same common map platform used in PremierOne CAD, which is managed and provisioned from a centralized location and deployed to all systems remotely.

PremierOne Mobile obtains location information from a collocated GPS receiver. The PremierOne Mobile Windows Client supports either the Trimble ASCII Interface Protocol (TAIP) or National Marine Electronics Association (NMEA) standard. The PremierOne Mobile client application can send its location to PremierOne CAD via a cellular data modem. The vehicle location information is used by PremierOne CAD to support location dependent features including: Mapping, Track-It, Follow-It, and Recommendations.

1.2.2 PremierOne Mobile Windows Workstation Minimum Recommended Specifications

Table 1-3: PremierOne Mobile and Records Mobile Workstation Minimum Recommended Specifications

Component	Description
Device	Modern “business grade” or “ruggedized” Windows notebook
Processor	Multi-core processor (i5 or higher, 4-thread, 2.6 GHz +), Intel® Core™ or newer Intel® Series
RAM Memory	16 GB or more RAM (4 GB must be available for PremierOne Mobile)

Component	Description
Available Disk Space	20 GB or more available disk space; SSD (Solid State Drive) recommended
Operating System	Windows 10 Professional or higher (64-bit recommended)
Network Interface Card	Wireless communications minimum 3G network, 4G/5G network recommended
Network Middleware	Mobile Virtual Private Network (mVPN) with routing and IP persistence to PremierOne system network
Display	1024 x 768+ pixel resolution display minimum, 16+ bit color display, 11.6" or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1" WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
Keyboard/Mouse	Standard QWERTY Keyboard with 12 Function Keys and Touchpad / Point Stick (or equivalent mouse device)
Touchscreen	Optional
Graphics Adaptor	Discrete graphics card with at least 256 MB of RAMs
Additional Required Software Applications for PremierOne Mobile	Adobe PDF reader (for help files) SQL Server Express 2019 CU level supporting TLS 1.2 is required. Microsoft .NET Framework v4.8
Additional Required Software Applications for PremierOne Mobile Mapping	ArcGIS Engine 10.6.1 for Classic Map Microsoft Visual C++ Redistributable for Visual Studio 2017
Mobile Symbolology Map Format Required	MMPK format with locator and routing features with a separate MMPK with night mode symbolology, if required

1.2.3 PremierOne CAD Mobile Client Network Requirements

PremierOne CAD Mobile functionality is designed for 3G/4G/5G networks. 3G network connectivity is required but 4G/5G connectivity is highly recommended.

The Customer will need to provide 3G/4G/5G wireless network infrastructure and connectivity with routing between the Mobile clients and both the primary and, as applicable, at secondary disaster recovery site. Mobile workstations require a persistent IP address from the time the application is opened to the time the application is closed. A persistent IP address can be accommodated in many ways including static IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadioIP and NetMotion. The Customer will need to supply IP addresses for Mobile clients.

IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadioIP and NetMotion. The Customer will need to supply IP addresses for Mobile clients.

Motorola Solutions encourages the Customer to test and evaluate the level of service being provided by their carriers on a regular basis. This is to validate mobile applications will be not affected by provider changes.

Section 2

Statement of Work

2.1 Add-On Considerations

This proposal for the PremierOne Client License Add-on is subject to the following considerations:

- Moraine FD (End-user) is an add-on agency utilizing Montgomery County, OH (Customer, System Owner) PremierOne CAD/Mobile System.
- This proposal is for three (3) PremierOne Mobile and fifteen (15) PremierOne Mobile iOS Licenses to be utilized by Moraine FD.
- The Customer and or end-user will supply all workstation hardware, handheld devices, OS and other software required by their infrastructure.
- Motorola's proposal makes no provision for cabling or capital improvements to the installation environment, nor does it address any power consumption or bandwidth considerations that may be required to support the PremierOne solution.
- Motorola's proposal is based on the items listed in the description of the price quotation. No other software, hardware or services are included.
- Client installation is the responsibility of the customer and or end-user.
- Motorola is not providing any services or training as part of this proposal.

Section 3

Pricing

This proposal has been prepared with the following pricing, valid for 90 days from the date of the proposal.

3.1 Pricing Summary – Year 1

Description	List Price
Year 1 PremierOne Mobile License (quantity 3) and PremierOne iOS Mobile License (quantity 15) with warranty	\$23,301
System Discount	-\$8,265
License Grand Total (Year 1)	\$15,036

3.2 Support Services Annual Pricing Summary

Years 2 -5	List Price
Year 2	\$4,342
Year 3	\$4,559
Year 4	\$4,787
Year 5	\$5,026
System Grand Total (Years 1-5)	\$33,750

100% of the Year 1 price to be invoiced upon application of software. Subsequent annual pricing due annually in advance of the service term. Net 30.

Note: Maintenance pricing is based on 2024 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing. Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.

Motorola will invoice Customer annually in advance of each year of the plan. For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8% - 3% base).



Section 4

Terms and Conditions

Motorola's Proposal dated January 23, 2025 is subject to the terms and conditions of the existing PSA System Agreement dated 11/25/2015.

Customer Shipping Address:

460 Vantage Point Drive
Dayton, OH 45342

Customer Billing Address:

460 Vantage Point Drive
Dayton, OH 45342

Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of \$33,750.

Purchase Order Requirements (Customer check only one)

☐ Purchase Order is used and attached

☒ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

Montgomery County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PSA System Agreement Set 1-9-13 Montgomery
County, Ohio

November 25, 2015



RFP 500037 Public Safety Systems Solutions PRR

A Resolution accepting the proposal and authorizing the City Manager to enter into an agreement with Dalene M. Pride for the audit of motor vehicle records.

Department: Finance

Request: Resolution

Summary:

A request for legislation to enter into an agreement with Dalene M. Pride to provide motor vehicle registration audit services for calendar year 2024.

RECORD OF RESOLUTIONS

Resolution No. **8132-25**

Passed **February 27, 2025**

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DALENE M. PRIDE FOR THE AUDIT OF MOTOR VEHICLE RECORDS.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That the proposal of Dalene M. Pride, an independent governmental affairs consultant, to undertake an audit of certain records maintained by the Ohio Bureau of Motor Vehicles is hereby accepted and the City Manager is authorized to sign the Agreement attached hereto as **Exhibit A** on behalf of the City with said costs to be paid from th General Fund.

SECTION 2: That the Clerk is hereby directed to forward a certified copy of this Resolution to the City Manager and Finance Director.

SECTION 3: That this Resolution shall take effect from and after the date of its passage.



Dalene M. Pride
 Governmental Affairs Consultant
 874 Brookside Drive
 Pickerington, OH 43147
 (614) 837-8430
 email: dalenep@att.net

AGREEMENT
 BUREAU OF MOTOR VEHICLES TAXING DISTRICT AUDITS

This Agreement authorizes Dalene M. Pride, an independent governmental affairs consultant, to conduct an audit of certain Ohio Bureau of Motor Vehicles records for, and on behalf of, Moraine, Montgomery County, Ohio. The audits will include the following:

The Bureau of Motor Vehicles registration records of various municipalities will be audited and all registrations of Moraine residents and businesses that have been incorrectly allocated will be recorded on the prescribed forms. A copy of all incorrect registrations will be transmitted to the appropriate political subdivision for review and challenge within the thirty-day period allowed by the Bureau of Motor Vehicles.

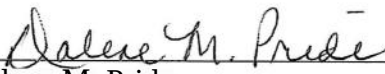
After the thirty-day challenge period has expired, a copy of all incorrect registrations will be forwarded to the Bureau of Motor Vehicles where the appropriate corrections and adjustments will be made.

Dalene M. Pride will conduct the audits and will deliver copies of the "Taxing District/Township Audit Findings Report" forms to the appropriate taxing districts and to the Bureau of Motor Vehicles.

Moraine, Ohio, will pay Dalene M. Pride the sum of Four Dollars (\$4.00) for each incorrect non-IRP license registration and \$10.00 for each IRP truck registration forwarded to the Bureau of Motor Vehicles for correction and adjustment.

Moraine, Ohio, wishes to have the months of January through December, 2024, audited pursuant to this Agreement.

This Agreement is entered into this _____ day of _____, 2025.


 Dalene M. Pride

Moraine, Ohio

by _____

City of Moraine

Finance Department



To: Mayor & City Council

From: Lora Perry, Acting Finance Director

Date: February 6, 2025

Subject: Motor Vehicle Registration Audit Services

Every two years, the City enters a contract with Dalene M. Pride to audit motor vehicle registrations assigned to the City of Moraine through the Ohio Bureau of Motor Vehicles. Motor vehicle registrations are an important source of income for our Street and State Highway Funds. When a resident registers their vehicle, there are times when the vehicle is assigned to an incorrect jurisdiction. This audit helps to identify those inaccuracies and have the registration money sent to the correct jurisdiction.

Dalene M. Pride works directly with the Ohio Bureau of Motor Vehicles and provides motor vehicle registration audit services to local governments across the State of Ohio.

I am requesting legislation to enter into an agreement with Dalene M. Pride to provide motor vehicle registration audit services for calendar year 2024.



Dalene M. Pride
Governmental Affairs Consultant
874 Brookside Drive
Pickerington, OH 43147
(614) 837-8430
email: dalenep@att.net

AGREEMENT
BUREAU OF MOTOR VEHICLES TAXING DISTRICT AUDITS

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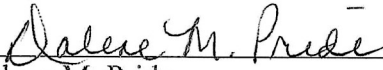
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Moraine, Ohio, will pay Dalene M. Pride the sum of Four Dollars (\$4.00) for each incorrect non-IRP license registration and \$10.00 for each IRP truck registration forwarded to the Bureau of Motor Vehicles for correction and adjustment.

Moraine, Ohio, wishes to have the months of January through December, 2024, audited pursuant to this Agreement.

This Agreement is entered into this _____ day of _____, 2025.


Dalene M. Pride

Moraine, Ohio

by _____

RECORD OF RESOLUTIONS

Resolution No. **8133-25**

Passed **February 27, 2025**

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS GOVERNING THE APPOINTMENT OF ANNETTA WILLIAMS AS MORaine FINANCE DIRECTOR.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That this Council approves the Employment Agreement appended hereto as **Exhibit A** setting forth the terms and conditions governing the appointment of Annetta Williams as Moraine Finance Director and authorizing the Mayor to execute said Agreement on behalf of the City.

SECTION 2: That the Clerk be and is hereby directed to forward a certified copy of this Resolution to the City Manager and Finance Director.

SECTION 3: That this Resolution shall take effect and be in full force and effect from and after the date of its passage.

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is entered into at Moraine, Ohio, by and between the City of Moraine, an Ohio Municipal Corporation (hereinafter "City") and Annetta Williams (hereinafter "Employee") effective this 27 day of February, 2025.

WITNESSETH:

WHEREAS, Section 6.1 of the Charter of the City of Moraine, Ohio (hereinafter "Charter") provides that a Director of Finance shall be appointed by Council; and serve under its direction and control; and

WHEREAS, the Council of the City of Moraine (hereinafter "Council") desires to employ the services of Annetta Williams as Director of Finance; and .

WHEREAS, it is the desire of Council to provide certain benefits, establish certain conditions of employment, and to provide for other attendant matters; and .

WHEREAS, it is the desire of Council to secure and retain the services of Employee, and to provide inducement for her to remain in such employment; and

WHEREAS, Employee desires to accept employment as Director of Finance of said City.

NOW, THEREFORE, in consideration of the foregoing recitations and the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1. Duties

City, through its Council, agrees to employ Annetta Williams as Director of Finance of the City, to perform the functions and duties and exercise the powers specified in the Charter, Code of Ordinances, general laws of Ohio, and to perform such other duties and functions as the Council shall from time to time lawfully assign.

Section 2. Term

Employment in the position of Finance Director shall commence on the effective date of this Agreement and continue thereafter, provided, however, that said contract is subject to termination by either party giving sixty (60) days written notice to the other, except in the event of termination by City for breach of this contract, participation in any illegal act, misfeasance, malfeasance, or nonfeasance in office, in which case 24 hour notice to Employee is sufficient. In the event of termination by City upon 24 hour notice for breach of this contract, participation in any illegal act, misfeasance, malfeasance, or nonfeasance in office, Employee shall not be entitled to receive salary continuation nor

benefit continuation, except to the extent applicable Federal or State law mandates benefit continuation.

In the event of termination for reason other than breach of this Agreement, participation in any illegal act, misfeasance, malfeasance, or nonfeasance in office, the City may permit Employee to continue to work through the aforementioned sixty (60) day period or be removed prior to sixty (60) days. If the City decides to allow Employee to continue to work through the aforementioned sixty (60) day period, and Employee does in fact work through the entire aforementioned sixty (60) day period, then Employee shall continue to be entitled to salary continuation and benefit continuation (or lump sum payment at the City's sole discretion) through the end of the sixty (60) day period. If the City decides to allow Employee to continue to work through the aforementioned sixty (60) day period but Employee resigns or otherwise terminates her Employment during that sixty (60) days, she shall not be entitled to salary continuation for the remainder of that that sixty (60) day period and she shall not be entitled to benefit continuation for the remainder of that sixty (60) day period, except to the extent applicable Federal or State law mandates benefit continuation. If the City decides to allow Employee to continue to work through the aforementioned sixty (60) day period but Council decides to remove Employee before the expiration of the sixty (60) day period for reasons other than breach of this Agreement, participation in any illegal act, misfeasance, malfeasance, or nonfeasance in office, then Employee shall continue to be entitled to salary continuation and benefit continuation (or lump sum payment at the City's sole discretion) through the end of the sixty (60) day period.

Section 3. Salary

City agrees to pay Employee for services rendered pursuant hereto an annual base salary of One Hundred Seventeen Thousand and One Hundred Thirty Dollars and Zero Cents (\$117,130.00) payable in installments at the same time as other salaried officers and employees of the City are paid. Said salary shall become effective on the first payroll commencing after March 3, 2025. In addition, Employee shall receive such periodic cost-of-living adjustments or percentage pay increases granted on an across the board basis to non-union city officials and employees.

Section 4. Vacation. Sick Leave and Other Benefits

Employee shall accrue annual vacation leave, sick leave, and other benefits provided to all other City non-Union employees.

Section 5. Insurance

City agrees to provide dental, hospitalization, surgical, medical insurance, and life insurance to the extent provided by the City to other full-time employees, for Employee and her dependents.

Section 6. Residency Waiver

Charter Section 6.1's residency requirements is subject to R.C. 9.481 and City of Lima v. State of Ohio, 2009 Ohio Lexis 1600.

Section 7. Other Terms and Conditions

Except as otherwise provided in this Agreement, all provisions of the Charter, Ordinances, Resolutions, rules and regulations of the City as they now exist or hereafter may be amended, shall also apply to the Employee as they would other employees to the City.

Section 8. Indemnification

In accordance with Ohio Revised Code Section 2744.07, Moraine shall defend and indemnify Employee in connection with all civil proceedings in any state or federal court to recover damages for injury, death or loss to persons or property allegedly caused by an act or omission of the Employee in connection with the performance of a governmental or proprietary function provided the act or omission occurred or is alleged to have occurred while Employee was acting in good faith and not manifestly outside the scope of her employment or official responsibilities.

Moraine shall provide and pay for any surety or other bonds required by Moraine's insurance carrier that secure performance of any function by the Finance Director.

Section 9. Annual Performance Review

The City Council shall use best efforts to periodically review the performance of the Finance Director prior to Employee's anniversary date and present said review to Employee for consideration and further action. Council may, among other criteria, utilize said evaluation as the basis for such action as Council may determine is appropriate, which may include an increase in salary at the sole discretion of Council.

Section 10. Application Of Charter

This Agreement shall be subject to the provisions of the Moraine City Charter which shall prevail over any contrary provisions contained in this Agreement.

Section 11. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective immediately.
- C. If any provisions or any portion thereof, contained in this Agreement is

held to be unenforceable by any Court of competent jurisdiction, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Moraine and the Council have caused this Agreement to be signed and executed in duplicate, on their behalf by the Mayor, duly attested by the Clerk of Council and the Employee has signed and executed this Agreement.

FOR THE CITY OF MORaine

EMPLOYEE

Teri Murphy
Mayor, City of Moraine

Annetta Williams

ATTEST

Karen Powell,
Clerk of Council

Approved By Resolution No. _____ Adopted _____, 2025.

Approved as to Form

Martina M. Dillon, Law Director

Certification:

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41

Finance Director

RECORD OF RESOLUTIONS		
	Resolution No. 8134-25	Passed February 27, 2025
A RESOLUTION APPROVING THE APPOINTMENT OF GINA DELPH TO THE MERIT SYSTEM COMMISSION. (TO BE ADDED BY THE LAW DIRECTOR) NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO: <u>SECTION 1:</u> That Gina Delph is appointed as a member of the Merit System Commission for a term ending December 31, 2026. <u>SECTION 2:</u> That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager and Chair of the Merit System Commission. <u>SECTION 3:</u> That this Resolution shall take effect and be in force from and after the date of its passage.		

RECORD OF RESOLUTIONS

Resolution No. **8135-25**

Passed **February 27, 2025**

A RESOLUTION APPROVING THE APPOINTMENT OF GINA DELPH TO THE PLANNING COMMISSION. (TO BE ADDED BY THE LAW DIRECTOR)

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:**

That Gina Delph is appointed as a member of the Planning Commission for a term ending December 31, 2026
- SECTION 2:**

That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager, City Planner, and Chair of the Planning Commission.
- SECTION 3:**

That this Resolution shall take effect and be in force from and after the date of its passage.

RECORD OF RESOLUTIONS

Resolution No. 8136-25

Passed February 27, 2025

A RESOLUTION APPROVING A BASE SALARY ADJUSTMENT PER THE CITY MANAGER AND DIRECTOR OF PUBLIC SAFETY EMPLOYMENT AGREEMENT PREVIOUSLY AUTHORIZED BY COUNCIL. (TO BE ADDED BY THE LAW DIRECTOR).

WHEREAS, via adoption of Resolution No. 7640-20 on February 13, 2020, Council approved and authorized an Employment Agreement (“Agreement”) for the position of City Manager and Director of Public Safety and further appointed Michael Davis as City Manager and Director of Public Safety; and

WHEREAS, said employment agreement provides that the City Manager’s base salary during the Term of the Agreement may be annually adjusted by Council; and

WHEREAS, consistent with the terms of said Agreement, Council desires to adjust the City Manager’s base salary as provided herein.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That this Council approves and authorizes the City Manager’s base salary be adjusted to \$174,345.60 per year effective with the City Manager’s 2025 anniversary date (February 14) appointing him as City Manager and Director of Public Safety. All remaining provisions of the said Employment Agreement shall remain in full force and effect. *An executed copy of this Resolution shall be appended to the City Manager’s current employment agreement.*

SECTION 2: That the Clerk be and is hereby directed to forward a certified copy of this Resolution to the City Manager and Finance Director.

SECTION 3: That any and all provisions of any Resolutions which are in conflict with this Resolution are hereby repealed as set forth herein with the passage of this Resolution.

SECTION 4: That this Resolution shall take effect and be in full force and effect from and after the date of its passage.