

May 31, 2024

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager **BKR**
SUBJECT: City Council Business Session of Wednesday, June 5, 2024

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, June 5, 2024 at 6:00 p.m.

Board & Commission Chair Updates

Prior to the meeting the following Chair Updates will be provided to City Council:

- 5:00-Larry Schwartz-Landmarks
- 5:15-Chip Harrod-D & I
- 5:30-Benny Miles-Civil Service
- 5:45-Alice Aguilar-EAC

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
5. Guest and Residents
6. Legislation for Consideration this Evening

Since all following legislation has been made available to the public before this evening's meeting, I would like a motion that Council accept the legislative Agenda and read all legislation by title only.

Voice Vote

Pending Legislation

There is no pending legislation



New Legislation

- a. A Resolution Authorizing the City Manager to Contract with Frost Brown Todd, LLC to Provide Special Counsel Services —(Mr. Dobrozsi) Information has been previously supplied on this Resolution requesting that City Council consider approval and that, if adopted, will authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal services for labor negotiations/labor relations/human resource functions. The work of Frost Brown Todd, LLC has been invaluable in labor negotiations/relations efforts, and it is important that the City maintain this relationship as the City continues its labor and employee relations into the future.

Move for passage of the Resolution

Explain the Resolution

Roll Call Vote

7. Administration Report
8. Minutes- May 15, 2024 Work Session
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

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

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



CITY COUNCIL BUSINESS SESSION AGENDA

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

June 5, 2024
City Hall
6:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
5. Guest and Residents
6. Legislation for Consideration for this Evening

Since all following legislation has been made available to the public before this evening's meeting, I request a motion to accept the legislative Agenda and read all legislation by title only.

Voice Vote

Pending Legislation

There is no pending legislation

New Legislation

- a. A Resolution Authorizing the City Manager to Contract with Frost Brown Todd, LLC to Provide Special Counsel Services —(Mr. Dobrozsi)

Move for passage of the Resolution

Explain the Resolution

Roll Call Vote

7. Administration Report
8. Approval of Minutes – May 15, 2024 Work Session
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

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

RESOLUTION NO. _____, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH FROST BROWN TODD, LLC TO PROVIDE SPECIAL COUNSEL SERVICES

WHEREAS, the City does desire to engage Special Counsel to assist in negotiating Collective Bargaining Agreements and to handle labor and employment issues; and

WHEREAS, the Law Director and the Administration recommend the City continue to retain the services of Frost Brown Todd, LLC as such Special Counsel.

NOW THEREFORE, Be It Resolved by the Council of the City of Montgomery, Ohio, that:

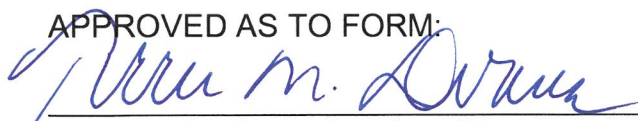
SECTION 1. The City Manager is authorized to enter into a contract with Frost Brown Todd, LLC according to the terms in the Letter of Engagement attached to this Resolution and incorporated herein by reference. The Administration is authorized to pay Frost Brown Todd, LLC according to the schedule of fees outlined in the Letter of Engagement for the purposes of providing assistance to the City in labor negotiations and other labor/employment related matters.

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

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:


Terrence M. Donnellon, Law Director



W. Joseph Scholler
Partner
513.870.8226 (t)
513.870.0999 (f)
jscholler@fbtlaw.com

May 7, 2024

Mr. Brian Riblet, City Manager
City of Montgomery
10101 Montgomery Road
Montgomery, Ohio 45242

Re: General Labor and Employment

Dear Mr. Riblet:

We are pleased that you have asked Frost Brown Todd (“FBT” or “Firm”) to serve as your counsel in this matter. This letter will confirm the terms of our representation. If you have any questions about these terms, do not hesitate to contact us.

Client; Scope of Representation. Our client in this matter will be the City of Montgomery (the “City”). We will represent the City in connection with general labor and employment matters, including negotiations. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded. Should you engage us for one or more other future matters, those matters will also be governed by the terms in this engagement letter unless the Firm issues to the Client a new engagement agreement or letter for one or more future matters.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Attorneys and paralegals have been assigned hourly rates based upon their experience and level of expertise. The rates of those attorneys likely to work on this matter range from \$255.00 in the case of Jasmine Corrie, and \$480.00 in the case of myself. It may be necessary to add to or change the team working on your behalf. Our hourly rates are reviewed periodically and may be increased from time to time, typically at the beginning of each calendar year.

Parent/Subsidiary/Affiliate Relationships. The Firm’s representation of the Client does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary, or affiliate of the Client. Accordingly, our representation of the Client will not create a conflict of interest in the event other clients of the firm are or become adverse to any parent, subsidiary, or affiliate of the Client.

Waiver of Future Conflicts. Our firm represents many other entities and individuals. Some may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in

Mr. Brian Riblet, City Manager
May 7, 2024
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connection with a transaction, pending or potential litigation, or another matter or proceeding in which that client's interests are or could become adverse to your interests. This can create situations in which work for one client on a matter might preclude us from assisting other clients on unrelated matters.

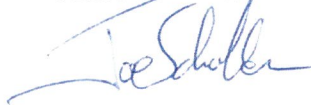
To avoid the potential for this kind of restriction on our practice, you agree that Frost Brown Todd may represent any existing or future client in any matter (including litigation, arbitration, or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of Client, as long as that other matter is not substantially related to our Firm's work on behalf of Client. You also agree that FBT may represent Client in any matter, even if your interests in the matter are directly adverse to the interests of another FBT client, as long as the matter for you is not substantially related to our Firm's work on behalf of the other client. We encourage you to consult with other counsel about this prospective conflicts waiver.

Additional Terms. Our engagement is also subject to the additional terms and conditions that follow this letter.

We appreciate the opportunity to represent you. Please return a signed version of this letter to confirm your agreement to these terms of our engagement. Our representation of you will begin when you accept the terms of our engagement. However, please note that your instructing us on this matter will also constitute your acceptance of the terms in this letter and those that follow it.

Sincerely,

FROST BROWN TODD LLP



W. Joseph Scholler

WJS/mee

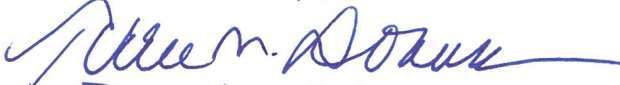
Mr. Brian Riblet, City Manager
May 7, 2024
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The foregoing is understood and accepted:

CITY OF MONTGOMERY

By: _____
Print Name: _____
Print Title: _____

0012283.0551415 4832-2739-7401v18

Approved as to form:

Director of Law

FROST BROWN TODD LLP

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. **Expenses.** Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, hard copy document reproductions, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses, and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. **Monthly Statements.** Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. **Retainers.** Any retainer payment will normally be less than the Firm's ultimate fees and expenses, which must be kept current irrespective of your retainer payment(s). Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. Retainer payments will be deposited into a client trust account (which you agree may be maintained outside the state of the engagement letter signatory's office), and we may draw against it to satisfy any of your invoices that are more than 60 days past due. We may require that the retainer be replenished as a condition of continuing work on your behalf. In addition, we may request additional retainer payments if you request additional services and we agree to provide them, or if we determine that the cost of the required services and expenses to be incurred on the engagement may exceed any retainer balance. Additional retainer payments must be made within 15 days of the dates we request them. We reserve the right to discontinue our representation until you make such requested payments. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. **Litigation Matters.** If this engagement involves litigation, the Client may be required to pay the opposing party's court costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. **Waiver of Future Conflicts.** In deciding whether to consent to future conflicts as described in the engagement letter, the Client should consider how you might be affected by our Firm being adverse to you in another matter, or by our representing you in a matter in which the adverse party is also a client of the Firm (albeit in other matters). Because we would not be adverse

to the Client on the same matter on which we represented the Client (or one substantially related to such matter), we do not believe that there is any material risk that our commitment and dedication to the Client's interests will be adversely affected. Furthermore, your waiver of future conflicts does not waive your right to have our Firm maintain the confidentiality of client information obtained by us in representing you. If our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client. We will take appropriate measures to ensure that your proprietary or other confidential information will not be made available to lawyers or others in our Firm involved in such matter. On the other hand, in our representation of other clients pursuant to this waiver of future conflicts, we may obtain confidential information of interest to you that we cannot share with you.

6. Generative AI. Unless you expressly instruct us otherwise, we may use on your matters applications that incorporate generative artificial intelligence that meet the Firm's security protocols, are not open-source applications, and are otherwise approved by the Firm. We may also train such applications using our information-management systems, which may include work product we created for you. We will comply with applicable ethics and court rules in any use of generative artificial intelligence.

7. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

8. Corporate Transparency Act. Unless we have been explicitly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively "CTA"), we have no responsibility to advise the Client on compliance with the CTA or applicability of CTA exemptions. When our work on behalf of the Client involves creating a new legal entity, we will provide to the Client any Firm-specific information required for a CTA filing. We will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of the Client.

9. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. If either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us.

10. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, among other reasons, (a) nonpayment of our fees and expenses; (b) misrepresentation or failure to disclose material facts concerning the engagement; (c) action taken by the Client contrary to our advice; and (d) in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

11. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and obligations. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

12. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the Firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the Firm. These firm files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

13. Audit letters. We will comply strictly with, and not go beyond, the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

14. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues and could even include issues raised because of a dispute between us and a client over the handling of a matter. The Firm has in-house counsel who advise the Firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the Firm's interest, that in the event issues arise about our duties and obligations as lawyers, we receive candid and confidential advice from counsel versed in these subjects. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our Firm's counsel (either the Firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not waive any attorney-client privilege that the Firm may have to protect the confidentiality of our communications with our internal or outside counsel.

15. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are some situations in which it might be. A description of the disclosures required in those situations can be located at [final-regulation-service-provider-disclosures-under-408b2.pdf \(dol.gov\)](#).

Brian Riblet, City Manager
May 7, 2024
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16. Authorization. By the Client's agreement to these terms of our representation, the Client authorizes us to take any action we deem advisable on the Client's behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

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

City of Montgomery
City Council Work Session Minutes
May 15, 2024

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Kevin Chesar, Community Dev. Dir.
John Crowell, Police Chief
Maura Gray, Finance Director
Gary Heitkamp, Public Works Director
Paul Wright, Fire Chief
Amy Frederick, Community Engagement Coordinator
Connie Gaylor, Clerk of Council

City Council Members Present

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

City Council convened its Work Session for May 15, 2024 at 6:00 p.m. at City Hall with Mayor Messer presiding.

ROLL CALL

Mayor Messer asked for a motion to dispense with roll call as all council members were present.

Mr. Margolis made a motion to dispense with the roll call. Vice Mayor Naiman seconded. City Council unanimously agreed.

SPECIAL PRESENTATION

Mr. Riblet introduced Lisa Woods, owner of EarthWise Pet Store to City Council and presented her with a framed picture of Asha, the City's new Therapy Dog, as a proud sponsor of Asha's grooming and supplies. Mr. Riblet added that Dr. Katie Karilo from Cincinnati Animal Clinic has also donated her veterinarian services for Asha. He stated that both of these businesses were located outside of Montgomery but were very generous to donate their time, expertise and supplies for the care of Asha. He stated that there would be a formal thank you in the July Bulletin for both EarthWise Pet and Cincinnati Animal Clinic.

City Council thanked Mrs. Woods for her generosity and partnership with the City.

Mr. Heitkamp formally introduced Mike Gertz to City Council as the newest Service Worker I in the Public Works Department. Mr. Gertz joined the City fulltime in February. City Council welcomed Mr. Gertz and wished him a long and successful career with the City.

Council Member Margolis presented Palash Kapoor with a \$1,000 Scholarship as the Civic Engagement Scholarship Winner. Mr. Margolis explained that as part of his proceeds collected from performing wedding ceremonies during his time as Mayor, he created the scholarship program to increase education and engagement with the Sycamore High School students. He explained that Mr. Kapoor was one of three students who participated in the program. Mr. Kapoor was selected as the grant recipient based on his essay that outlined his experience of learning about the street resurfacing program that the Public Works Department oversees.

Mr. Kapoor thanked Mr. Margolis and City Council for the opportunity to learn about the legislative process in local government and for the \$1,000 scholarship award. He explained that he will be attending Stanford in the fall and majoring in Economics.

City Council wished Mr. Kapoor the best in his studies and invited him back to a Council meeting when he returned home.

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City Council Work Session Minutes

May 15, 2024

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55 **LEGISLATION FOR CONSIDERATION THIS EVENING**

56
57 **An Ordinance Establishing The Schedule Of Municipal Compensation For Employees**

58
59 Mr. Dobrozsi read the title and moved for passage of the Ordinance.

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61 Vice Mayor Naiman seconded.

62
63 Mr. Dobrozsi explained that information has been previously supplied on this Ordinance that, if approved, will
64 establish a new Schedule of Municipal Compensation for non-bargaining unit employees. It is necessary to establish
65 a new Schedule of Municipal Compensation as the current Schedule does not specify any wage rate adjustments for
66 July 2024 or beyond.

67
68 Mr. Dobrozsi asked if there were any updates.

69
70 Mr. Riblet replied there were none.

71
72 The roll was called and showed the following vote:

73
74 AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis (7)
75 NAY: (0)

76
77 **An Ordinance Amending Chapter 34, Personnel Policies; Bond**

78
79 Mr. Dobrozsi read the title and moved for passage of the Ordinance.

80
81 Mrs. Bissmeyer seconded.

82
83 Mr. Dobrozsi explained that information has been previously supplied on this Ordinance that, if approved, will
84 approve proposed modifications to Chapter 34 of the Montgomery Ohio Code of Ordinances.

85
86 Mr. Dobrozsi asked if there were any updates.

87
88 Mr. Riblet replied there were none.

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90 The roll was called and showed the following vote:

91
92 AYE: Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis, Bissmeyer (7)
93 NAY: (0)

94
95 **ESTABLISHING AN AGENDA FOR JUNE 5, 2024 BUSINESS SESSION**

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97 **NEW LEGISLATION**

98
99 **A Resolution Authorizing the City Manager to Contract with Frost Brown Todd, LLC to Provide Special**
100 **Counsel Services**

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102 Mayor Messer assigned the legislation to Mr. Dobrozsi.

103

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City Council Work Session Minutes

May 15, 2024

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104 Mr. Riblet explained that, if approved, this legislation will authorize a contract with Frost Brown Todd, LLC to
105 provide special legal services for labor negotiations/labor relations/human resource functions. The work of Frost
106 Brown Todd, LLC has been invaluable in labor negotiations/relations efforts, and it is important that the City
107 maintain this relationship as the City continues it labor and employee relations into the future. Mr. Riblet added
108 that the City expended \$17,700 in 2023 and \$8,000 so far in 2024. He explained that while the City has not
109 exceeded the threshold of allowable contractual expense, this legislation will cover any unforeseen expenses that
110 may occur.

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112 **ADMINISTRATION REPORT**

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114 Mr. Riblet reported the following items:

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- A Council Business Session is scheduled for Wednesday, June 3 at 6:00 p.m.
- As a reminder, the final round of Board and Commission Chair Updates will be held on Wednesday, June 5 beginning at 5:00 p.m.
 - 5:00 – Larry Schwartz – Landmarks Commission
 - 5:15 – Chip Harrod- D & I Commission
 - 5:30 – Benny Miles – Civil Service Commission
 - 5:45 – Alice Aguilar- EAC Commission
- The Law and Safety and Financial Planning Committees have no agenda items and have been cancelled for the month of June. Mr. Riblet reported there are no regular agenda items for the Planning, Zoning and Landmarks Committee but asked Mr. Suer if he would like to hold the meeting for the purpose of interviewing candidates for the vacant seat on the Landmarks Committee. Mr. Suer replied that he would like to hold interviews at that meeting and asked Ms. Gaylor to proceed with scheduling the interviews beginning at 4:00 p.m. on June 3.
- There were no agenda items for the Parks and Recreation, Government Affairs or Public Works Committees at this time but he would provide an update for these meetings at the June 5 Business Session.
- Thank you to everyone who assisted with the annual Beautification Day event.
- Public Works has been busy overseeing a number of construction projects, including the Montgomery Road sidewalk in front of the Chevrolet, Audi, and Lincoln dealerships (constructed by Huff Concrete and paid for by the dealerships), additional Montgomery Road sidewalk in front of Schoolhouse Plaza, Camargo Cadillac, and Twin Lakes (constructed by Ford Development and paid for by SORTA 70% and City 30%), resurfacing of Cooper Road east of Main Street (constructed by Jurgensen and paid for by Indian Hill), and the beginnings of our Resurfacing Program being constructed by Jurgensen.
- Strawser Construction, Inc. began the annual crack-seal program this week and will be applying crack-seal to 12 streets. All though this program is not very exciting, it is an important component of our roadway maintenance and extends the life of our pavements in a very cost-effective way.
- A mowing contract was signed with TDG Facilities in the amount of \$44,168.28.

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City Council Work Session Minutes

May 15, 2024

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154 Human Resources

155

156 • Firefighter/Paramedic Chris Ross submitted his resignation effective May 24 to take a position with Miami
157 Township Clermont County. This will create one firefighter/paramedic job opening.

158

159 • Mary Romer will be returning for the 2024 summer months as a Summer Recreation Specialist to assist
160 with recreation programming and events.

161

162 Events

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164 • Saturday, May 18, the EAC will host a document shredding event at Public Works. The event will run from
165 10:00 am to 1:00 pm.

166

167 • A reminder that the National Public Works Week recognition luncheon will be held at the Public Works
168 facility on Thursday, May 23 beginning at 11:00 a.m. Council is invited to join us in honoring the hard
169 work our public works staff does all year long.

170

171 • The Montgomery Pool will open on Saturday, May 25. We look forward to another successful season.

172

173 • Memorial Day afternoon, Mr. Dick Schnitz will be performing TAPS at the Hopewell Cemetery at 3:00
174 pm. Mr. Schnitz has done this for several years outside of City Hall, however moving this short
175 performance to Hopewell Cemetery will further honor those veterans who served and sacrificed in service
176 to our country.

177

178 • On Wednesday, May 29 the First Suburbs Consortium will be meeting in Silverton from 6:00-7:30 p.m.
179 with a presentation from the Hamilton County Coroner.

180

181 • Twin Lakes will be hosting a groundbreaking ceremony on Thursday, May 30 at 9:30 a.m.

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183 • The Big Rig Gig will be held on Tuesday, June 4 at the Montgomery Square Shopping Center. The event
184 will run from 9:00am to noon.

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186 Mr. Riblet requested an Executive Session to review negotiations with public employees; to consider the purchase
187 of property for public purposes and to consider information of an applicant for economic development.

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189 LAW DIRECTOR REPORT

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191 Mr. Donnellon reported that he had no additional report outside of the legislation already discussed.

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193 CITY COUNCIL REPORTS

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195 Mrs. Bissmeyer

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197 Mrs. Bissmeyer reported that she attended a Hamilton County Library Board meeting where they discussed future
198 construction at the Symmes Branch. She stated that they were looking to demolish and rebuild the facility. She
199 added that the main branch will be having a reopening event from July 12 through July 14.

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City Council Work Session Minutes

May 15, 2024

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203

204

Mrs. Mills-Reynolds

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Mrs. Mills-Reynolds reported the following:

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- She attended a Sycamore Advisory Committee meeting where they reviewed the completion of the 2023-2024 School year and discussed reviewing the start times of the various grade level buildings.

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Mr. Dobrozsi

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Mr. Dobrozsi reported on the following:

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- The Sister Cities Commission continues planning for Bastille Day.
- Government Affairs may meet to hold interviews for the Arts Commission. He will confirm with the other Committee members and let Ms. Gaylor know.
- On Friday, May 10, he and Mr. Riblet conducted a presentation for the Urban Land Institute (ULI) on the Montgomery Quarter development.

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Vice Mayor Naiman

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Vice Mayor Naiman reported the Law and Safety Committee met on May 6 at which time Sergeant Kenney Bertz provided an update on SWAT operations. She praised Sgt. Bertz for his professionalism.

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Mr. Suer

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Mr. Suer praised Mr. Riblet for his work on a grant application for the Montgomery Quarter Phase II. He stated that, if awarded, the grant could be up to 1.5 million dollars.

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Mr. Suer reported that at the May 8 Landmarks meeting a submission was made from Architect Mike Wentz who is in the process of purchasing the former Don's Auto Repair building. Mr. Wentz proposes to renovate the building into office and art studio/gallery space. The Landmarks Commission approved the design of the building.

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Mr. Margolis

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Mr. Margolis reported on the following items:

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- The Art contest had a great turnout.
- The EAC is hosting a shredding event on Saturday, May 18.
- He will be out of town from May 23 to June 6.

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Mayor Messer

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Mayor Messer reported that he and Vice Mayor Naiman participated in an interview with Nick Rechtin at Twin Lake on May 13. He stated that the interview was broadcast on the Twin Lakes network for all residents there to view.

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249

Mayor Messer stated how great the Photo Contest and Beautification Day events went.

250

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251 Mayor Messer reported that he would be out of town from May 30 to June 4 and then again from June 7 to June 18.
252 He stated that he would be at the June Business and Work Sessions and that Vice Mayor Naiman would be in town
253 during his absence to act on his behalf.

254

255 **MINUTES**

256

257 Mr. Margolis moved to approve the minutes of May 1, 2024 as amended. Vice Mayor Naiman seconded. City
258 Council unanimously agreed.

259

260 **OTHER BUSINESS**

261

262 Mr. Riblet explained to City Council that along with Ms. Henao and Mr. Chesar, they had been working with local
263 artist Peyton Harshfield to create murals for the passage walls from the public garages into the Montgomery Quarter
264 Development. Two mural designs were displayed for feedback from City Council.

265

266 City Council expressed their thoughts on the images and relayed their support of the project and instructed staff to
267 move forward with the project.

268

269 **EXECUTIVE SESSION**

270

271 Mayor Messer stated that Mr. Riblet had requested an Executive Session to review negotiations with public
272 employees; to consider the purchase of property for public purposes and to consider information of an applicant for
273 economic development. He asked for a motion to honor Mr. Riblet's request.

274

275 Mr. Margolis made a motion to adjourn into Executive Session to review negotiations with public employees; to
276 consider the purchase of property for public purposes and to consider information of an applicant for economic
277 development.

278

279 Vice Mayor Naiman seconded.

280

281 The roll was called and showed the following vote:

282

283 AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Margolis (7)

284 NAY: (0)

285

286 City Council adjourned into Executive Session at 7:06 p.m.

287

288 City Council reconvened into Public Session at 7:52 p.m.

289

290 **ADJOURNMENT**

291

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

294

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

296

297 City Council adjourned at 7:52 p.m.

298

299

300

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301
302

Connie Gaylor, Clerk of Council

DRAFT