

May 10, 2024

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager 
SUBJECT: City Council Work Session of Wednesday, May 15, 2024

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, May 15, 2024 at 6:00 p.m.

As a reminder, the following Boards and Commission Chair Updates are scheduled prior to the meeting:

- Nam-Ha Brown – Arts Commission – 5:30 p.m.
- Jorge Tameron – Parks and Recreation Commission – 5:45 p.m.

Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
 - a. Asha, the City's new Therapy Dog, will be at City Council as well as representatives from Earthwise Pet and Cincinnati Hills Animal Clinic who will be formally thanked for their generous support of the care and wellbeing of Asha
 - b. Mike Gertz will be formally introduced to City Council as the newest Service Worker I in the Public Works Department
 - c. Council Member Margolis will present Palash Kapoor with a Financial Scholarship as the Civic Engagement Scholarship Winner
4. Guest and Residents
5. Legislation for Consideration this Evening

Since all following legislation has been made available to the public before this evening's meeting it is moved that Council accept the legislative Agenda and read all legislation by title only.

Voice Vote

Pending Legislation

- a. An Ordinance Establishing The Schedule Of Municipal Compensation For Employees —(Mr. Dobrozsi-3rd reading) Information has been previously supplied on this Ordinance that, if approved, will establish a new Schedule of Municipal Compensation for non-bargaining unit employees. It is necessary to establish a new Schedule of Municipal Compensation as the current Schedule does not specify any wage rate adjustments for July 2024 or beyond.

Move for passage of the Ordinance

Voice Vote

Explained Ordinance

Roll Call Vote

- b. An Ordinance Amending Chapter 34, Personnel Policies; Bond - (Mr. Dobrozsi-3rd Reading) Information has been previously supplied on this Ordinance that, if approved, will approve proposed modifications to Chapter 34 of the Montgomery Ohio Code of Ordinances.

Move for passage of the Ordinance

Voice Vote

Explained Ordinance

Roll Call Vote

Voice Vote

Explain Resolution

Roll Call Vote

6. Establishing an Agenda for June 5, 2024 Business Session

New Legislation

- a. A Resolution Authorizing the City Manager to Contract with Frost Brown Todd, LLC to Provide Special Counsel Services—Please find the attached correspondence from City Manager Brian Riblet requesting that City Council adopt a Resolution authorizing 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 it labor and employee relations into the future.

Add this Resolution to the June 5, 2024, Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.

7. Administration Report
8. Law Director Report
9. City Council Member Reports
 - a. Mrs. Bissmeyer
 - b. Mrs. Mills-Reynolds
 - c. Mr. Dobrozsi
 - d. Mrs. Naiman
 - e. Mr. Suer
 - f. Mr. Margolis
 - g. Mayor Messer
10. Approval of Minutes- May 1, 2024 Business Session
11. Other Business
12. Executive Session
13. Adjournment

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

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

May 15, 2024
City Hall
6:00 p.m.

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—(Mr. Dobrozsi-3rd reading)

Move for passage of the Ordinance

Voice Vote

Explained Ordinance

Roll Call Vote

- b. An Ordinance Amending Chapter 34, Personnel Policies; Bond—(Mr. Dobrozsi-3rd Reading)

Move for passage of the Ordinance

Voice Vote

Explained Ordinance

Roll Call Vote

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

ORDINANCE NO. _____, 2024

**AN ORDINANCE ESTABLISHING THE
SCHEDULE OF MUNICIPAL COMPENSATION FOR EMPLOYEES**

WHEREAS, Council must establish a Schedule of Municipal Compensation for City employees who are not members of a collective bargaining unit to be effective the first day of the first full pay period in July 2024; and

WHEREAS, the Administration has recommended an increase in compensation for such employees, which is reflected in the Schedule of Municipal Compensation attached hereto; and

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

SECTION 1. Pursuant to requirements of Chapter 34 of the Montgomery Code of Ordinances, the Schedule of Municipal Compensation (“Schedule”) is hereby established to govern the annual compensation of municipal employees who are not governed by collective bargaining agreements, which schedule shall be effective on the first day of the first full pay period in July 2024. The Schedule governing such positions is attached hereto as “Exhibit A” and is hereby made a part of this Ordinance as if fully rewritten herein.

SECTION 2. The Schedule of Municipal Compensation prescribes the basic rates of pay for various classes of employees. Employees will normally be hired at the starting point of the appropriate salary range, but an employee may be placed at a higher location within their pay range at the discretion of the City Manager depending upon qualifications, experience, and education. Employees may move through their

respective salary range based upon work performance as determined through an annual performance review. The amount of the annual merit increase is dependent upon employee performance and funding availability.

SECTION 3. The City Manager is hereby authorized to grant an annual merit bonus, not to exceed two percent (2%) of the base salary of the employee, for full-time employees who have reached the top of their respective pay range. Permanent part-time employees who have reached the top of the pay range may be eligible for a merit bonus of up to 20 hours of pay at their current hourly rate for exceptional work performance.

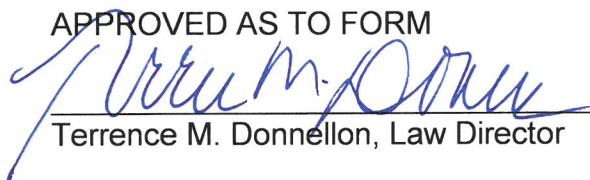
SECTION 4. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM



Terrence M. Donnellon, Law Director

Full -Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2024		Effective first day of first full pay period in July 2025	
		Minimum	Maximum	Minimum	Maximum
1	Assistant City Manager	\$116,292.80	\$166,296.00	\$120,952.00	\$172,952.00
1A	Fire Chief Police Chief Public Works Director Director of Finance	\$116,292.80	\$154,668.80	\$120,952.00	\$160,846.40
1B	Community Development Director Community and Information Services Director	\$110,822.40	\$147,721.60	\$115,252.80	\$153,628.80
2	Assistant Fire Chief Assistant Police Chief Assistant Public Works Director Human Resources Manager Executive Assistant/Clerk of Council	\$106,475.20	\$132,038.40	\$110,739.20	\$137,321.60
3A	Assistant Director of Finance/Tax Commissioner	\$82,534.40	\$108,139.20	\$85,841.60	\$112,465.60
3B	Communications and Engagement Coordinator Recreation Director	\$81,265.60	\$106,371.20	\$84,510.40	\$110,635.20
4	City Planner Public Works Department Supervisor Tax Commissioner	\$72,675.20	\$92,955.20	\$75,587.20	\$96,678.40
5	Construction and Compliance Inspector Mechanic	\$33.66	\$42.40	\$35.01	\$44.10
6	Administrative Coordinator Assistant to the City Manager Office Manager Senior Finance Specialist Clerk of Court	\$31.75	\$39.69	\$33.02	\$41.28
7	Recreation Specialist Customer Service Representative Finance Specialist	\$29.67	\$37.38	\$30.86	\$38.88

All annual, salaried positions in Ranges 1 through 4 are calculated assuming a 26 pay period annual pay schedule, which is the normal annual pay schedule for the City. In the event that the City experiences a year which has 27 bi-weekly pay periods, the City's wage scale will reflect an increase of an additional 1/26th of the maximum salary for the purpose of meeting payroll for the 27th pay period. For all other years, the minimum and maximum salaries are as published on the pay schedule above.

Part - Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2024		Effective first day of first full pay period in July 2025	
		Minimum	Maximum	Minimum	Maximum
1A	Special Projects Coordinator	\$54.07	\$67.06	\$56.23	\$69.74
1B	Assistant to the City Manager	\$31.75	\$39.69	\$33.02	\$41.28
1C	Finance Specialist	\$26.81	\$33.50	\$27.88	\$34.84
1D	Customer Service Representative Volunteer Coordinator	\$26.25	\$32.72	\$27.30	\$34.03
2	Firefighter/Paramedic	\$20.43	\$26.04	\$21.25	\$27.08
3	Custodian Firefighter/EMT	\$18.24	\$23.26	\$18.97	\$24.19
4	Intern Seasonal Service Worker	\$15.88	\$20.19	\$16.52	\$21.00
6	Auxiliary Police Officer	\$12.26	\$30.68	\$12.75	\$31.91

ORDINANCE NO. _____, 2024

AN ORDINANCE AMENDING CHAPTER 34, *PERSONNEL POLICIES; BOND*

WHEREAS, Chapter 34 of the Code of Ordinances provides details for compensation and various benefits available to City employees; and

WHEREAS, with an ever-increasing menu of options for employees to enjoy benefits through their employment, the Administration has recommended amending Chapter 34 to confirm some additional benefits which the Administration recommends be given to Montgomery employees; and

WHEREAS, to provide the maximum flexibility possible, the Administration has requested that specific employment benefits be detailed in Chapter 34, but the Administration be given the flexibility within the policies and procedures of the City to define eligibility and refine the terms and conditions under which these evolving benefits are available to employees of the City.

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

SECTION 1. The attached Chapter 34, *Personnel Policies; Bond*, as revised, is hereby adopted in its entirety as if fully rewritten herein.

SECTION 2. Confirming the intent of the modifications to Chapter 34, Council will establish the budget and appropriations for employee benefits, and so long as such employee benefits have been properly budgeted and approved through appropriations, the City Administration is authorized to define, refine and implement such benefit programs.

SECTION 3. The previous Chapter 34 is hereby revoked in its entirety and the modified Chapter 34 as attached hereto is hereby adopted.

SECTION 4. All Ordinances or parts of Ordinances inconsistent with these modified regulations are hereby repealed.

SECTION 5. All sections, subsections, parts and provisions of this Ordinance are hereby declared to be independent sections, subsections, parts and provisions, and the holding of any section, subsection, part or provision to be unconstitutional, void or ineffective for any reason shall not affect or render invalid any other section, subsection, part or provision of this Ordinance.

SECTION 6. This Ordinance 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

CHAPTER 34: PERSONNEL POLICIES; BOND

Section

General Provisions

- [34.01](#) Compensation/wages and benefits
- [34.02](#) Roster of personnel
- [34.03](#) Employment authorization
- [34.04](#) Full and part-time personnel
- [34.05](#) Employee leave benefits
- [34.06](#) Statutorily required contributions to pensions and retirement funds
- [34.07](#) Longevity pay
- [34.08](#) Collective bargaining agreement
- [34.09](#) Transitional employment appointments

Bond

- [34.15](#) Municipal officials

Cross-reference:

Civil Service Commission and regulations, see §§ [33.15](#) et seq.

GENERAL PROVISIONS

§ 34.01 COMPENSATION/WAGES AND BENEFITS.

(A) The Council shall establish a general schedule of municipal compensation for all offices and positions in the municipal service:

(1) The compensation of the municipality's regular personnel and the compensation of part-time, temporary and seasonal personnel shall be governed by a schedule established by the Council for such employees. The schedule shall provide a range of pay for each position.

(2) During the first year of employment in the municipal service, an employee shall be compensated at the lower end of the pay range unless the City Manager shall determine that a higher rate, not exceeding the maximum, is warranted by virtue of skill or experience. Such employee's rate of pay may thereafter be increased annually based on satisfactory performance as set by the City Manager in conjunction with the periodic evaluation of performance until the maximum rate is attained.

(B) Elected officials of the municipality shall be paid on a monthly basis. Payroll periods for employees shall be weekly or bi-weekly as the City Manager shall designate.

(C) *Medical.*

(1) Each full-time employee shall be entitled to medical insurance coverage as established by City Council and subject to any negotiated benefits within a collective bargaining agreement. City Council shall choose the insurance carrier, or carriers, to provide such coverage, the plan options to be offered to employees, and the maximum contribution for such coverage to be paid by the City.

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

(3) (a) If the administration determines that it is necessary to change insurance coverages and/or if the anticipated cost of insurance coverage, as it exists or as proposed,

will exceed the maximum contribution limits established by City Council, then these issues shall be referred to the Employee/Management Healthcare Benefits Committee ("EHBC") for review and recommendation to City Council. The EHBC shall be comprised of five members, one of whom shall be appointed by the Police Department bargaining unit, one of whom shall be appointed by the Fire Department bargaining unit, one of whom shall be appointed by the Public Works Department bargaining unit, and one of whom shall be appointed by the administrative employees who are not members of an organized and recognized bargaining unit. The fifth member of the EHBC shall be appointed by the City Manager.

(b) The EHBC shall have the authority to recommend a change in either the level of, or provider for, comprehensive major medical coverage and such additional healthcare benefits as may be authorized by City Council including dental insurance, optical benefits, life insurance or other related benefits. The EHBC shall have the authority to recommend to City Council that Council continue the current plan benefits, even if such plan benefits exceed the maximum contribution limits, if the EHBC determines that such health care benefits at such cost are in the best interest of the City and employees. The EHBC shall not have the authority to modify the maximum contribution limits on employer paid health care benefits. A majority of the EHBC shall constitute a quorum and it may take action or make recommendation only by a consensus vote of its EHBC members. If the EHBC is unable to reach a consensus after exhausting all efforts to do so, their recommendation may be made by a majority of the EHBC members. Council may consider but is not bound by the recommendations of the EHBC.

(D) *Wellness incentive program.* The City may offer a wellness incentive program for its full-time and part-time employees. This program will be developed by the City Manager with the assistance of an employee committee designated by the City Manager. The program shall allow eligible employees to qualify to receive an annual wellness incentive payment in an amount established by City Council. Employees who qualify for an incentive award shall receive their incentive pay no later than March 1 of the year after acceptable levels of program participation by the employee have been achieved.

(E) In addition to the wage compensation, medical insurance and wellness incentive as provided herein, Council may from time to time upon the recommendation from the City Manager authorize additional non-compensatory benefits such as dental insurance, vision benefits, life insurance, accidental death and disability and/or similar benefits.

(F) The compensation and benefits prescribed herein shall constitute the total remuneration for the work performed in the public service by a municipal employee unless otherwise provided by Council.

(Ord. 30-1973, passed 12-27-73; Am. Ord. 27-1981, passed 10-7-81; Am. Ord. 20-1987, passed 9-2-87; Am. Ord. 12-1989, passed 5-3-89; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 14-2001, passed 11-7-01; Am. Ord. 4-2012, passed 3-7-12; Am. Ord. 6, 2018, passed 6-6-18; Am. Ord. 7, 2020, passed 6-3-20)

§ 34.02 ROSTER OF PERSONNEL.

A roster of all persons in the employment of the municipality shall be maintained by the City Administration. The roster of personnel shall record the full or part-time classification of each position in the municipal service, the person's name, address, date of appointment to, or employment in, the municipal service, the department in which

employed, the title of the office or the position held, the salary or compensation of the officer or employee, and, in the case of resignation, separation or removal, the date thereof.

(Ord. 30-1973, passed 12-27-73; Am. Ord. 20-1987, passed 9-2-87; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 4-2012, passed 3-7-12)

§ 34.03 EMPLOYMENT AUTHORIZATION.

Department heads shall, on written application to the City Manager setting forth such facts and circumstances which such department head believes justifies the employment of additional personnel, and with the approval of the City Manager, employ such persons as shall be necessary to conduct the work of the department, provided that the total salaries and wages of a department shall not exceed the total amount appropriated for the department or for the purpose which occasions the employment.

(Ord. 30-1973, passed 12-27-73; Am. Ord. 27-1981, passed 10-7-81; Am. Ord. 20-1987, passed 9-2-87; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 4-2012, passed 3-7-12)

§ 34.04 FULL AND PART-TIME PERSONNEL.

(A) For the purposes of determining eligibility for employment benefits set forth within this chapter, except as otherwise mandated by pre-empting state or federal legislation, municipal employees and personnel shall be considered as full-time personnel if they work at least 37.5 hours per week on an annual basis. An employee who works less than 37.5 hours per week on an annual basis is considered a part-time employee. These definitions apply to City authorized benefit programs and are not intended to modify eligibility status under any other state or federal program.

(B) Part-time City employees are not eligible to accrue sick leave, vacation leave, personal leave, holiday pay or longevity bonuses. Part-time employees may participate in any other benefit programs established by City Council consistent with the policies for eligibility and participation as established by the City Council and/or City Manager.

(Ord. 12-1976, passed 5-5-76; Am. Ord. 27-1981, passed 10-7-81; Am. Ord. 20-1987, passed 9-2-87; Am. Ord. 13-1995, passed 5-3-95; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 4-2012, passed 3-7-12; Am. Ord. 3-2013, passed 2-6-13)

§ 34.05 EMPLOYEE LEAVE BENEFITS.

Full-time employees may also receive the following benefits. Eligibility for such benefits and the qualifying events for such benefits shall be defined by City personnel policies established by the City Manager. The roster of benefits may be expanded by City Administration from time to time if appropriately budgeted and appropriated by City Council.

(A) *Vacation.* Each full-time municipal employee with one or more years of credited service with the City and/or with a state agency or political subdivision of the state upon becoming employed by the City shall be entitled to vacation with pay corresponding to the following schedule. Credited service shall only include full-time service with any other state agency or political subdivision of the state. Full-time service with any such agency or subdivision shall be the same as defined in § 34.04(A).

<i>Completed years of service</i>	Hours to accrue per bi-weekly <i>pay period</i>
Less than 6 years	3.077
6	3.385
7	3.692
8	4.000
9	4.308
10	4.615
11	4.923
12	5.231
13	5.538
14	5.846
15 or more	6.154

(1) *Accumulation rights.* Vacation time may be accumulated and carried over in subsequent calendar years in an amount not to exceed the total amount of vacation earned in a two-year period.

(B) *Sick leave.*

(1) Each full-time employee of the municipality shall be entitled to receive sick leave with pay at the rate of 3.692 hours for each completed 80 hours of service. The policies and procedures for utilizing sick leave shall be established by the City Manager subject to any rights reserved within a negotiated collective bargaining agreement.

(2) When an employee has accumulated 864 hours of unused sick leave, the employee may, subject to policies established by the City Manager, surrender or redeem sick leave days at the employee's then current rate of pay at the rate of one hour of such compensation for each one and one-half hours of sick leave surrendered. The City Manager shall establish rules governing the frequency of redemption, the maximum number of days which may be redeemed within a period, and such other incidents of redemption as may be necessary to protect the public interest and rights of employees. Sick leave cannot be accumulated in excess of 960 hours.

(3) An employee who retires from the City with 5 to 9 years of service with the City of Montgomery shall be paid for one-fourth the value of his or her accrued but unused sick leave up to a maximum accumulated sick leave of 960 hours, which equates to a pay-out of 240 hours.

(4) An employee who retires from the City with 10 to 19 years of service with the City of Montgomery shall be paid for one-third the value of his or her accrued but unused sick leave up to a maximum accumulated sick leave of 960 hours, which equates to a pay-out of 320 hours.

(5) An employee who retires from the City with 20 or more years of service with the City of Montgomery shall be paid for one-half the value of his or her accrued but unused sick leave up to a maximum accumulated sick leave of 960 hours, which equates to a pay-out of 480 hours.

(C) *Jury duty.* If a full-time employee is called for jury duty, the City will permit the employee to take the necessary time off and the City will pay the employee's regular pay,

not to exceed their regularly scheduled hours. In order to receive jury duty pay, an employee must present a statement of jury service.

(D) *Bereavement Leave*. Full-time employees are eligible for Bereavement Leave for up to 24 consecutive work hours. Bereavement Leave will be paid at the employee's current rate of pay and will not be deducted from any of the employee's sick leave, vacation leave or personal leave balances.

(E) *Parental Leave*. Non-seasonal, non-probationary, full-time employees experiencing a New Parental Event are eligible for up to 12 consecutive weeks (480) hours) of Paid Parental Leave at 100% base pay immediately following eligible Parental Events. For Fire Department employees on a 24/48-hour schedule, an adjustment to total paid parental leave hours will be made to meet the intent of the Parental Leave Policy. Details of the leave policy can be found in the City's Personnel Policies.

(F) *Holidays*. With the exception of employees whose terms of employment are governed by separate collective bargaining agreements, all full-time employees shall be paid for the holidays declared in this section and should not be required to work on such holidays unless, in the opinion of the employee's supervisor, the failure to work on such holiday would negatively impact public service and/or safety.

(1) The following are recognized holidays for employees other than those whose terms of employment are governed by separate collective bargaining agreements:

- (a) New Years Day;
- (b) Martin Luther King, Jr. Day;
- (c) Memorial Day;
- (d) Independence Day;
- (e) Labor Day;
- (f) Thanksgiving Day;
- (g) The day following Thanksgiving Day;
- (h) Christmas Eve; and
- (i) Christmas Day.

(2) Holidays are scheduled on the day designated by common business practice.

(3) In the event any of the above listed holidays should fall on Sunday, the Monday immediately following such holiday shall be observed as the holiday. In the event any of the above holidays should fall on a Saturday, the Friday immediately preceding the observed date shall be the holiday. If a non-exempt employee is scheduled to work on any of the listed holidays, those employees shall be paid at one and one-half times the rate of pay for the hours worked on the holiday.

(G) *Personal leave*.

(1) Each full-time employee, other than those employees whose terms of employment are governed by a separate collective bargaining agreement, shall be provided with 32 hours annually for personal leave which must be used during the calendar year in which the leave is awarded. Such leave shall not be charged to the employee's vacation time.

(2) Personal leave may be used by the employee subject to the approval of the employee's supervisor and such regulations as the City Manager may promulgate. The regulations may vary among departments and offices.

(3) Personal leave shall be calculated annually and will be pro-rated for new employees. Personal leave not taken shall not carry forward beyond the calendar year.

Personal leave not taken shall not be compensable in money unless the City Manager establishes regulations to the contrary.

(H) *Prior service credit.*

(1) Any employee who transfers from one political subdivision of the state to the City shall be credited with the unused balance of his accumulated sick leave up to a maximum of 960 hours upon presentation of appropriate documentation.

(2) Upon presentation of appropriate documentation, any employee previously employed by a political subdivision of the state is entitled to have his prior service with any of these employers counted as service with the City for the purpose of computing vacation credit as detailed in § 34.05(A). The anniversary date of his employment, for the purpose of computing the amount of vacation leave, is the anniversary date of such prior service.

(Ord. 19-1995, passed 6-7-95; Am. Ord. 9-1998, passed 7-1-98; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 12-1999, passed 7-21-99; Am. Ord. 9-2001, passed 8-1-01; Am. Ord. 2-2002, passed 1-2-02; Am. Ord. 9-2004, passed 6-2-04; Am. Ord. 11-2007, passed 8-1-07; Am. Ord. 9-2008, passed 5-7-08; Am. Ord. 4-2012, passed 3-7-12; Am. Ord. 3-2013, passed 2-16-13)

§ 34.06 STATUTORILY REQUIRED CONTRIBUTIONS TO PENSIONS AND RETIREMENT FUNDS.

(A) (1) Effective July 26, 1998, the full amount of the statutorily required employee contributions to the Public Employees Retirement System of Ohio shall be withheld from the gross pay of each employee who is or will become a contributing member of the Public Employees Retirement System of Ohio and shall be "picked up" (assumed and paid to the Public Employees Retirement System of Ohio) by the City. This "pick-up" by the City is, and shall be designated as, public employee contributions and shall be in lieu of contributions to the Public Employees Retirement System of Ohio by each person who is a contributing member of the Public Employees Retirement System of Ohio. No person subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the Public Employees Retirement System of Ohio directly instead of having it "picked-up" by the City or of being excluded from the "pick-up".

(2) Effective August 1, 2001, City employees who are or become contributing members of the Public Employees Retirement System of Ohio may purchase additional service credit, tax deferred, and the City of Montgomery shall withhold the required service credit deduction from the gross pay of each person who elects to do so and shall "pick up" (assume and pay) such deduction to the Public Employees Retirement System of Ohio. A person electing this "pick up" deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction "picked up" by the City. Members who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the "pick up" deduction.

(B) (1) Effective July 26, 1998, the full amount of the statutorily required contributions to the Police & Firemen's Disability & Pension Fund of Ohio shall be withheld from the gross pay of each employee who is or will become a contributing member of the Police & Firemen's Disability & Pension Fund of Ohio and shall be "picked up" (assumed and paid to the Police & Firemen's Disability & Pension Fund of Ohio) by the City of Montgomery. This "pick-up" by the City of Montgomery is, and shall be designated as, public employee

contributions and shall be in lieu of contributions to the Police & Firemen's Disability & Pension Fund of Ohio by each person who is a contributing member to the Police & Firemen's Disability & Pension Fund of Ohio. No person subject to this "pick up" shall have the option of choosing to receive the statutorily required contribution to the Police & Firemen's Disability & Pension Fund of Ohio directly instead of having it "picked up" by the City or of being excluded from the "pick up".

(2) Effective August 1, 2001, City employees who are or become contributing members of the Police and Firemen's Disability and Pension Fund may purchase additional service credit, tax deferred, and the City of Montgomery shall withhold the required service credit deduction from the gross pay of each person who elects to do so and shall "pick up" (assume and pay) such deduction to the Police and Firemen's Disability and Pension Fund. A person electing this "pick up" deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction "picked up" by the City of Montgomery. Members who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the "pick up" deduction.

(Ord. 7-1998, passed 7-1-98; Am. Ord. 8-1998, passed 7-1-98; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 7-2001, passed 8-1-01; Am. Ord. 8-2001, passed 8-1-01; Am. Ord. 11-2001, passed 9-5-01; Am. Ord. 4-2012, passed 3-7-12)

§ 34.07 LONGEVITY PAY.

(A) All full-time municipal personnel shall be compensated with an annual longevity bonus computed solely upon the employee's tenure in the municipal service of Montgomery and payable at the close of the first full pay period following the employee's anniversary of hire. The amount of the bonus shall correspond to the following schedule:

<i>Length of Service</i>	<i>Amount</i>
1 Year or more	\$100 and an additional \$50 per year of service after 1 year up to 5 years of service
5 Years or more	\$500 and an additional \$50 per year of service after 5 years up to 10 years of service
10 Years or more	\$1,000 and an additional \$50 per year of service after 10 years up to 15 years of service
15 Years or more	\$1,500 and an additional \$50 per year of service after 15 years up to 20 years of service
20 Years or more	\$2,000 and an additional \$50 per year of service after 20 years up to 25 years of service
25 Years or more	\$2,500 and an additional \$50 per year of service after 25 years up to 30 years of service
30 Years or more	\$3,000 and an additional \$50 per year of service after 30 years

(B) A municipal employee who is rated, graded or tested for qualification or for performance of the duties assigned to that employee shall not receive his or her longevity payment for any year in which the employee fails to secure a satisfactory performance review.

(Ord. 19-1995, passed 6-7-95; Am. Ord. 9-1998, passed 7-1-98; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 12-1999, passed 7-21-99; Am. Ord. 4-2012, passed 3-7-12)

§ 34.08 COLLECTIVE BARGAINING AGREEMENT.

If anything contained in this chapter should be in conflict with provisions of a collective bargaining agreement governing the employment of municipal personnel, the terms of such collective bargaining agreement shall supersede and shall prevail over provisions of this chapter.

(Ord. 15-1989, passed 5-3-89; Am. Ord. 11-1999, passed 7-7-99)

§ 34.09 TRANSITIONAL EMPLOYMENT APPOINTMENTS.

During an employment transition, such as the retirement or resignation of an employee, when an overlapping period of employment with the transitioning employee and the proposed appointee may be important for succession training, the City Manager is authorized to appoint two persons to the same job position within the City. Such overlap appointment may not exceed a period of 45 days and the cost for such overlapping appointment must be appropriately budgeted. Under such circumstances, the incumbent, or transitioning employee, will hold the official job designation for all statutory, signatory, and decision-making purposes.

(Ord. 20-2014, passed 12-17-14)

BOND

§ 34.15 MUNICIPAL OFFICIALS.

(A) The following elected and appointed officials of the municipality shall, upon election or appointment to office, furnish a corporate surety bond issued by a company authorized to do business in Ohio to protect the municipality against loss due to his/her actions in the amounts set forth below. Premiums thereon shall be paid by the municipality.

(1) City Manager: \$25,000

(2) Finance Director: \$25,000

(3) Assistant Finance Director/Tax Commissioner: \$25,000

(B) Whenever, in the opinion of the City Manager, by reason of the scope and nature of the responsibilities of a position in the municipal service, bonding is considered desirable in order to protect the interests of the municipality, the City Manager shall require that such officer or employee furnish an official bond in an amount he/she deems sufficient, based upon his/her evaluation of the amount of money or negotiable paper for which such officer or employee is responsible.

(Ord. 30-1973, passed 12-27-73; Am. Ord. 27-1981, passed 10-7-81; Am. Ord. 11-1999, passed 7-7-99; Am. Ord. 4-2012, passed 3-7-12)

May 10, 2024

TO: Mayor and City Council Members

FROM: Brian K. Riblet, City Manager 

SUBJECT: Legislation Request for a Special Counsel Contract with Frost Brown Todd, LLC

Introduction

It is requested that City Council adopt a Resolution to authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide special legal counsel service related to labor negotiations/relations and other employment law.

Background

In 2004, the City contracted with Frost Brown Todd, LLC to provide legal services for the negotiations of a contract with the International Association of Fire Fighters (IAFF). Since that time, the City has used the services of Frost Brown Todd, LLC in negotiations with the Fraternal Order of Police (FOP), with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit and is currently using their services in renegotiating its contract with the IAFF.

The work of Frost Brown Todd, LLC has been invaluable to the success of the City's labor negotiations/relations efforts, and it is important that the City is able to maintain this relationship for its current and upcoming negotiations.

Recommendation

Staff recommends that City Council authorize the City Manager to enter into a contract with Frost Brown Todd, LLC to provide assistance to the City in matters related to labor negotiations and labor relations in accordance with the attached fee schedule and terms of engagement.

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:

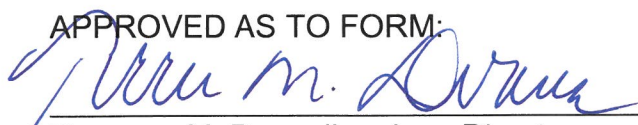
SECTION 1. The City Manager is authorized to enter into a contract with Frost Brown Todd, LLC according to the terms in the Letter of Engagement attached to this Resolution and incorporated herein by reference. The Administration is authorized to pay Frost Brown Todd, LLC according to the schedule of 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
Page 2

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.

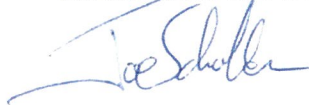
To avoid the potential for this kind of restriction on our practice, you agree that Frost Brown Todd may represent any existing or future client in any matter (including litigation, arbitration, or other dispute resolution proceedings), even if the interests of that client in the other matter are directly 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
Page 3

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
Page 7

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 Business Session Minutes
May 1, 2024

Present

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

City Council Members Present

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

Council Members Absent

Craig Margolis

City Council convened in Council Chambers at 6:00 p.m. with Mayor Messer presiding.

ROLL CALL

Mayor Messer explained that Mr. Margolis was not in attendance at the meeting and asked for a roll call.

The roll was called and showed all members present except for Mr. Margolis.

Mayor Messer asked for a motion to excuse Mr. Margolis. Mr. Dobrozsi Naiman made a motion to excuse Mr. Margolis from the meeting. Vice Mayor Naiman seconded. City Council unanimously agreed.

SPECIAL PRESENTATION

Officers Andy McGuffey and Dan Pohl were formally sworn in and introduced along with their families to City Council as our newest officers in the Police Department.

Connie Banning, President of the Montgomery Farmer's Market provided an update to City Council on the 2023 market season and things to come in 2024. The Market opens on Saturday, May 4.

LEGISLATION FOR CONSIDERATION

PENDING LEGISLATION

Mayor Messer explained that since all of the following legislation has been made available to the public before the meeting, he moved to accept the agenda and read all legislation by title only.

Vice Mayor Naiman seconded. City Council unanimously agreed.

An Ordinance Establishing The Schedule Of Municipal Compensation For Employees

Mr. Dobrozsi read the title and moved for passage of the second reading. Vice Mayor Naiman seconded.

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

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City Council Business Session Minutes

May 1, 2024

Page 2.

54
55 Mr. Dobrozsi asked if there were any updates.

56
57 Mr. Riblet replied there were none.

58
59 The roll was called and showed the following vote:

60
61 AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer (6)

62 NAY: (0)

63 ABSENT: Margolis (1)

64
65 **An Ordinance Amending Chapter 34, Personnel Policies; Bond**

66
67 Mr. Dobrozsi read the title and moved for passage of the second reading. Vice Mayor Naiman seconded.

68
69 Mr. Dobrozsi explained that information has been previously supplied on this Ordinance that, if approved, will
70 adopt proposed modifications to Chapter 34 of the Montgomery Ohio Code of Ordinances.

71
72 Mr. Dobrozsi asked if there were any updates.

73
74 Mr. Riblet replied there were none.

75
76 The roll was called and showed the following vote:

77
78 AYE: Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Bissmeyer (6)

79 NAY: (0)

80 ABSENT: Margolis (1)

81
82 **NEW LEGISLATION**

83
84 **An Ordinance Providing For The Issuance Of Not To Exceed \$6,000,000 Of Notes By The City Of**
85 **Montgomery, Ohio, For The Purpose Of Making Public Infrastructure Improvements Within The City**
86 **And Declaring An Emergency**

87
88 Mr. Dobrozsi explained that he would recuse himself from the vote and discussion of the legislation. He
89 explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability
90 companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion
91 and abstain from voting upon legislation related to the Montgomery Quarter project. Mr. Dobrozsi exited the dais.

92
93 Mr. Suer read the title and moved to suspend the second and third readings of the Ordinance. Mrs. Bissmeyer
94 seconded.

95
96 The roll was called and showed the following vote:

97
98 AYE: Messer, Naiman, Suer, Bissmeyer, Mills-Reynolds (5)

99 NAY: (0)

100 ABSENT: Margolis (1)

101 RECUSE: Dobrozsi (1)

102
103

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City Council Business Session Minutes

May 1, 2024

Page 3.

104 Mr. Suer moved for passage of the Ordinance as an emergency. Mrs. Bissmeyer seconded.
105

106 Mr. Suer explained that information has been previously supplied on this Ordinance requesting that City Council
107 consider approval and that, if adopted, will authorize issuance of not to exceed \$6,000,000 Public Infrastructure
108 Improvements Limited Tax General Obligation Bond Anticipation Notes, Series 2020, 2024 Renewal. This was
109 discussed at the April 1 Finance Committee of Council with a unanimous motion to pay down a minimum of
110 \$500,000 towards the BANs and flexibility to pay down more if it is in the City's best interest.
111

112 Mr. Suer asked if there were any updates.
113

114 Ms. Gray replied there were none.
115

116 The roll was called and showed the following vote:
117

118	AYE: Naiman, Suer, Bissmeyer, Mills-Reynolds, Messer	(5)
119	NAY:	(0)
120	ABSENT: Margolis	(1)
121	RECUSE: Dobrozsi	(1)

122

123 Mr. Dobrozsi rejoined City Council on the dais.
124

125 **A Resolution Authorizing A Grant Agreement With The Board Of County Commissioners, Hamilton**
126 **County, Ohio To Accept And Administer A Stormwater Infrastructure Grant**
127

128 Mr. Suer read the title and moved passage of the Resolution. Vice Mayor Naiman seconded.
129

130 Mr. Suer explained that information has been previously supplied on this Resolution requesting that City
131 Council consider approval that, if adopted, will allow the City of Montgomery to receive up to \$340,500 of
132 funding through the Hamilton County "Stormwater Infrastructure Grant" program to assist with public
133 infrastructure components for the Huntersknoll Court Drainage Improvement Project.
134

135 Mr. Suer asked if there were any updates.
136

137 Mr. Riblet replied there were none.
138

139 The roll was called and showed the following vote:
140

141	AYE: Suer, Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman	(6)
142	NAY:	(0)
143	ABSENT: Margolis	(1)

144

145 Vice Mayor Naiman asked what the timeline for this project would be.
146

147 Mr. Riblet replied that it is anticipated that with a successful bid process, a contractor could begin as early as
148 Labor Day and finish by the end of 2024 or early Spring of 2025.
149

150 **A Resolution Of Necessity To Implement The Huntersknoll Court Stormwater Sewer Project And Special**
151 **Assessments**
152

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

City Council Business Session Minutes

May 1, 2024

Page 4.

153 Mr. Dobrozsi made a motion to accept the amended Resolution. Mrs. Bissmeyer seconded. City Council
154 unanimously agreed.
155

156 Mr. Dobrozsi read the title and moved for passage of the Resolution as amended. Vice Mayor Naiman seconded.
157

158 Mr. Dobrozsi explained that, if approved, this Resolution is the initial step in allowing the City of Montgomery to
159 coordinate a Special Assessment with the five property owners who are directly and positively affected by the
160 Huntersknoll Court Stormwater Sewer Project. All five property owners are fully aware of the project scope, are
161 supportive of the project, and have signed a Petition for Assessment to initiate this action.
162

163 The roll was called and showed the following vote:
164

165 AYE: Bissmeyer, Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer (6)

166 NAY: (0)

167 ABSENT: Margolis (1)
168

169 **An Ordinance Repealing Ordinance 19, 1977 and Declaring an Emergency**
170

171 Mrs. Bissmeyer moved to accept the Amended Ordinance. Mrs. Mills-Reynolds seconded. City Council
172 unanimously agreed.
173

174 Mrs. Bissmeyer moved to suspend the second and third readings of the Ordinance. Vice Mayor Naiman seconded.
175

176 The roll was called and showed the following vote:
177

178 AYE: Mills-Reynolds, Dobrozsi, Messer, Naiman, Suer, Bissmeyer (6)

179 NAY: (0)

180 ABSENT: Margolis (1)
181

182 Mrs. Bissmeyer moved for passage of the Ordinance as amended as an emergency. Vice Mayor Naiman seconded.
183

184 Mr. Donnellon explained that this Ordinance will repeal Ordinance 19, 1977 designating the property at 10305
185 Montgomery Road as a Historic Landmark. The decision to repeal the Ordinance was based upon extensive
186 research by Staff who discovered an error in the designation process decades earlier.
187

188 The roll was called and showed the following vote:
189

190 AYE: Dobrozsi, Messer, Naiman, Suer, Bissmeyer, Mills-Reynolds (6)

191 NAY: (0)

192 ABSENT: Margolis (1)
193

194 **An Ordinance Enacting New Section 150.0206 Prohibiting Recreational Marijuana Businesses As A**
195 **Permitted Use Within The City Of Montgomery Zoning Code**
196

197 Mrs. Bissmeyer moved to suspend the second and third readings of the Ordinance. Vice Mayor Naiman seconded.
198

199 The roll was called and showed the following vote:
200

201 AYE: Messer, Naiman, Suer, Bissmeyer, Mills-Reynolds, Dobrozsi (6)

202 NAY: (0)

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City Council Business Session Minutes

May 1, 2024

Page 5.

203 ABSENT: Margolis (1)

204

205 Mrs. Bissmeyer moved for passage of the Ordinance. Vice Mayor Naiman seconded.

206 Mrs. Bissmeyer explained that information has been previously supplied on this Ordinance that, if approved, will
207 advance the recommendation from the Planning Commission to prohibit Adult Use Cannabis Operators as a
208 permitted use within the City. The matter was studied by the Planning Commission, Council held a public
209 hearing, and consistent with Chapter 3780 of the Revised Code the City is opting out of the various uses from
210 manufacturing to dispensing as a permitted zoning use within the community.

211

212 Mr. Donnellon stated that if passed, he would notify the Division of Cannabis Control at the State that it is not an
213 accepted use in the city.

214

215 Vice Mayor Naiman stated that she stands with the decision of the Planning Commission. However, if it were to
216 be federally accepted then she would recommend that Council reevaluate this decision in the future.

217

218 The roll was called and showed the following vote:

219

220 AYE: Naiman, Suer, Bissmeyer, Mills-Reynolds, Dobrozsi, Messer (6)

221 NAY: (0)

222 ABSENT: Margolis (1)

223

224 ADMINISTRATION REPORT

225

226 Mr. Riblet gave the following report:

227

228 • City Council Work Session is scheduled for May 15, 2024 at 6:00 p.m.

229

230 • As a reminder the following Boards and Commission Chair Updates are scheduled prior to the meeting:

231

232 ○ Nam-Ha Brown – Arts Commission – 5:30 p.m.

233 ○ Jorge Tameron – Parks & Recreation – 5:45 p.m.

234

235 • As a reminder, the Law and Safety and Financial Planning Committees are scheduled for Monday, May 6
236 at 4:00 and 4:30 p.m. respectively. The Planning, Zoning and Landmarks Committee has cancelled their
237 meeting for May.

238

239 • The Government Affairs Committee will meet on Monday, May 13 at 4:30 p.m. and is anticipated to
240 adjourn into Executive Session for matters related to the appointment of a Public Official. The Parks and
241 Recreation and Public Works Committees have cancelled their meetings for May.

242

243 • A meeting was held Monday, April 29 with Care Solace in planning for the formal launch of the
244 Community Based Mental Health Care Assistance app that will be live on June 1. During this meeting
245 staff were informed that 27 people have already used the app as a result of the Mental Health Fair and
246 were matched with services. We thank City Council for their support of this partnership and are confident
247 it will be a vital tool that our first responders and staff can use as well as the community.

248

249 • Maura Gray was notified on Tuesday, April 30 that the City has received the Certificate of Achievement
250 for Excellence in Financial Reporting for our 2022 Annual Comprehensive Financial Report. This is the
251 26th consecutive year the City has received this award.

252

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City Council Business Session Minutes

May 1, 2024

Page 6.

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259

- Staff have received requests from downtown businesses to extend the DORA hours on July 4th. As City Manager, Mr. Riblet has the authority to extend the hours for holidays and will be extending the hours to allow for outdoor refreshments to be enjoyed in the DORA District from 10 a.m. to 11 p.m. on Thursday, July 4th.

260

Events

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- The Beautification and Tree Commission will hold a Plant Swap at the Montgomery Farmers Market on Saturday, May 4, from 9:30 a.m. to 12:30 p.m.

268

269

270

- Saturday, May 4 and Sunday, May 5 is the 36th Annual Photo Contest at Terwilliger Lodge from 12:00 – 4:00 p.m. on Saturday and 1:00 -3:00 p.m. on Sunday.

271

272

273

- A reminder that the City Hall Public Service Recognition Luncheon is scheduled for Friday, May 10 at Terwilliger Lodge. The luncheon will run from 11:30 a.m. to 1:30 p.m.

274

275

276

- Beautification Day is scheduled for Saturday, May 11 from 9:00 to 11:00 a.m. There is still time to confirm with Wendy Grethel if you plan to volunteer.

277

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280

- Also, the Public Works Recognition Luncheon is scheduled for Thursday, May 23 at the Public Works Facility and will begin at 11:00 a.m.

281

282

MINUTES

283

284

285

Mrs. Bissmeyer moved to approve the April 17, 2024 Work Session minutes as written. Vice Mayor Naiman seconded. City Council unanimously agreed.

286

287

MAYOR'S COURT REPORT

288

289

Mayor Messer requested a motion to disburse the April Mayors Court collections in the amount of \$4,165.

290

291

292

Mrs. Bissmeyer made the motion to disburse the April Mayors Court Collections in the amount of \$4,165. Vice Mayor Naiman seconded. City Council unanimously agreed.

293

294

OTHER BUSINESS

295

296

297

Mrs. Mills Reynolds moved to appoint Dorothy Stadelmann to the Parks and Recreation Commission with a term ending January 31, 2025. She explained that no second was required as this was a Committee recommendation.

298

299

City Council unanimously agreed.

300

301

Mayor Messer reported that he had received a letter from residents, Robin and Frank Forsthoefel, thanking Mr. Riblet and Assistant Public Works Director Mike Rogers for the removal and replacement of dead trees that were

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City Council Business Session Minutes

May 1, 2024

Page 7.

302 on city owned property that is adjacent to their property. They were very appreciative of the work the public
303 works staff did to make the are look so good.

304

305 Mayor Messer also reported that he received a very nice note from a resident that Finance Specialist Laura Braun
306 assisted. The resident was so appreciative of Laura's professionalism and willingness to help him with his taxes.

307

308 **EXECUTIVE SESSION**

309

310 There was no Executive Session.

311

312 **ADJOURNMENT**

313

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

316

317 Mrs. Bissmeyer moved to adjourn. Vice Mayor Naiman seconded. City Council unanimously agreed.

318

319 City Council adjourned at 7:20 p.m.

320

321

322

323

Connie Gaylor, Clerk of Council