

DAYTON METRO LIBRARY

AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, January 22, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the December 18, 2024 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

B. GIFTS AND GRANTS

It is recommended that the Board approve the Gifts and Grants as listed at the end of the agenda.

5. RECOGNITION

6. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with rules and procedures.

- 2) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 3) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 4) Speakers shall limit their comments to matters pertaining to Library business. Speakers shall not be unduly repetitive of prior speakers.
- 5) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 6) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 7) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 8) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

7. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for December 2024 is included in the Board packet.

The Executive Director approved the following investments:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|--------------------------------|---------------------|--------------------------|-----------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 12/15/2024 | Public Library Fund | 1,859,005.51 | 1,859,005.51 | | |
| 12/6/2024 | Huntington Managed Investments | | 3,000,000.00 | (3,000,000.00) | |
| Total | | 1,859,005.51 | 4,859,005.51 | (3,000,000.00) | |

8. ANNUAL CONTRIBUTION TO DAYTON SOCIETY OF NATURAL HISTORY - ACTION

The Executive Director recommends continued annual support of the Dayton Society of Natural History for the operation of the Boonshoft Museum of Discovery in the amount

of \$15,000. In 1955 the Ohio Revised Code was amended to enable public libraries to contribute up to \$15,000 to support a local museum. This was enacted to facilitate the separation of the Dayton Public Library from its museum. The Library has continued to provide this annual support since the separation of the two organizations.

9. TUITION REIMBURSEMENT RATE - ACTION

Prior to 2019 the Board has authorized a specific annual allocation for Tuition Reimbursement. The amount has ranged from \$15,000 to \$35,000. In 2018 the Board authorized \$30,000 as a maximum of the funds available and participants were reimbursed for approximately 75% of their eligible expense. In 2019, the Board approved changing from a fixed reimbursement amount to 75% of all eligible tuition expenses for calendar year 2019 regardless of the number of employees participating in the program.

Due to budget cuts and to be fiscally responsible, in 2024 Dayton Metro Library changed to a reimbursement amount up to 65% of all eligible tuition expenses, not to exceed \$75,000 for the calendar year.

The Executive Director recommends Board authorization to continue a 65% reimbursement, not to exceed \$75,000, for calendar year 2025.

10. EXECUTIVE DIRECTOR'S REPORT – INFORMATION

The Executive Director will introduce the following new manager and specialist staff members to the Board:

- Christian E-Hewitt, Southeast Branch Library Manager
- Eric Pennington, Assistant Southeast Library Branch Manager
- Keilani Judkins, Older Adult Services Specialist
- Yasmine Lajimi, Community Wellness Specialist

The Executive Director will update the Board on current library programs and services.

11. 2025 LIBRARY STAFF SURVEY- DISCUSSION

During the December 18, 2024 Board of Trustees meeting, the Board tabled a discussion concerning the possibility of a 2025 Library Staff Survey. This discussion was to consider what this survey may entail, and how the Board of Trustees may help facilitate this process.

The Board will resume that discussion during this meeting, with guidance from the Human Resources and Organizational Development Director, Deansai Myers.

12. POLICY REVIEW- DISCUSSION

During the 2024 Board Retreat, the Board expressed a desire to conduct an ongoing review of existing Board policies. One such proposal is for the Board to review one or two policies each month, for discussion at the ensuing Board meeting. The Board President and Executive Director will facilitate a discussion of what this practice will entail.

If approved, the Board will be asked to review “Policy AD 100- Calamity Days” in advance of the February 19, 2025 Board meeting.

13. VIRTUAL MEETINGS- DISCUSSION

In light of recently passed legislation, Ohio House Bill 257, certain public bodies, including Library Boards, will be permitted to hold and attend meetings virtually, provided certain parameters are met. No such meetings may be held until the law takes effect on March 19, 2025.

The Board President and Executive Director will facilitate a discussion exploring whether Dayton Metro Library would like to hold virtual meetings on or after March 19, 2025, and discuss what the process would entail.

14. NEW BUSINESS

15. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETINGS

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, February 19, 2024 at 4:00 p.m. in the Community Room at the Trotwood Branch Library.

16. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of a public employee.

A **roll call vote** will be needed.

17. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Jonathon Adams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective December 29, 2024 at the rate of \$19.00 per hour.

Jenna Elam, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Deanna Koeller, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Amanda Magoteaux, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Maureen Manning, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Katherine Perkins, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective January 12, 2025 at the rate of \$19.35 per hour.

Ryan Sands, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$14.62 per hour.

Khaurice Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 12, 2025 at the rate of \$19.00 per hour.

David Williams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 12, 2025 at the rate of \$19.00 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Aaron Oates, Floating Information Services Assistant, full-time, Grade 08, Floating, effective January 10, 2025 for 0.56 hours for illness.

Karah Paddock, Library Aide, Patron Services, effective December 4, 2024 for 88 hours for illness.

It is recommended that the following **Resignation** be accepted:

Austin Bearinger, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective December 20, 2024.

Melissa Gwinn, Branch Library Manager, full-time, Grade S09, Northmont Branch Library, effective January 11, 2025.

Charles Hacker, Teen Services Librarian, full-time, Grade 11, Trotwood Branch Library, effective January 2, 2025.

Rebecca Powell, Human Resources Assistant, full-time, Grade CE4, Human Resources, effective January 16, 2025.

Jeanette Taylor, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 19, 2024.

Emily Townsley, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 9, 2024.

It is recommended that the following **Retirement** be accepted:

Winnie Johnson, Branch Library Manager, full-time, Grade S09, west Branch Library, effective January 31, 2025, after more than 23 years of service.

B. GIFTS AND GRANTS

It is recommended that the following **Gifts** be accepted:

\$375.00 from Melissa Clark on December 17, 2024.

\$1,000.00 from Susan King on December 18, 2024.

\$100.00 from Laura Enzbrenner on January 3, 2025.

\$10,000.00 from Jean Barger Rice on January 14, 2025.

It is recommended that the following **Grants** be accepted:

The Library has not received any Grants since the December meeting.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, January 22, 2025, 4:00 p.m.

PRESENT: David Williamson, Kelly Geers, Myla Cardona-Jones, Nolan Thomas, Sara Woodhull, Carl Kennebrew,

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

DEPUTY FISCAL OFFICER: Jeffrey Trzeciak

CALL TO ORDER

The President called the meeting to order at 4:00 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by Mr. Kennebrew, seconded by Ms. Woodhull, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by Mr. Thomas, seconded by Ms. Cardona-Jones, the minutes of the Board meeting of December 18, 2024 were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by Ms. Geers, seconded by Mr. Kennebrew, the following items from the Consent Agenda were approved by the Board:

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENTS

Jonathon Adams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective December 29, 2024 at the rate of \$19.00 per hour.

Jenna Elam, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Deanna Koeller, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Amanda Magoteaux, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Maureen Manning, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 12, 2025 at the rate of \$14.62 per hour.

Katherine Perkins, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective January 12, 2025 at the rate of \$19.35 per hour.

Ryan Sands, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$14.62 per hour.

Khauriee Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 12, 2025 at the rate of \$19.00 per hour.

David Williams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 12, 2025 at the rate of \$19.00 per hour.

LEAVE WITHOUT PAY

Aaron Oates, Floating Information Services Assistant, full-time, Grade 08, Floating, effective January 10, 2025 for 0.56 hours for illness.

Karah Paddock, Library Aide, Patron Services, effective December 4, 2024 for 88 hours for illness.

RESIGNATION

Austin Bearinger, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective December 20, 2024.

Melissa Gwinn, Branch Library Manager, full-time, Grade S09, Northmont Branch Library, effective January 11, 2025.

Charles Hacker, Teen Services Librarian, full-time, Grade 11, Trotwood Branch Library, effective January 2, 2025.

Rebecca Powell, Human Resources Assistant, full-time, Grade CE4, Human Resources, effective January 16, 2025.

Jeanette Taylor, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 19, 2024.

Emily Townsley, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 9, 2024.

RETIREMENT

Winnie Johnson, Branch Library Manager, full-time, Grade S09, west Branch Library, effective January 31, 2025, after more than 23 years of service.

GIFTS AND GRANTS

GIFTS

The Board approved each of the following gifts:

\$375.00 from Melissa Clark on December 17, 2024.

\$1,000.00 from Susan King on December 18, 2024.

\$100.00 from Laura Enzbrenner on January 3, 2025.

\$10,000.00 from Jean Barger Rice on January 14, 2025.

GRANTS

The Library has not received any new Grants since the December meeting.

Ayes: All
Nays: None

RECOGNITION

On behalf of the Board, President Williamson thanked his predecessor, Nolan Thomas, for his service to the Board and Library during his presidency. Mr. Thomas was presented with a gavel in appreciation for his efforts.

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the general public.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for December 2024 were included in the Board folder. Jeffrey Trzeciak, Deputy Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|--------------------------------------|---------------------|------------------------------|-----------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 12/15/2024 | Public Library Fund | 1,859,005.51 | 1,859,005.51 | | |
| 12/6/2024 | Huntington Managed Investments | | 3,000,000.00 | (3,000,000.00) | |
| Total | | 1,859,005.51 | 4,859,005.51 | (3,000,000.00) | |

On a motion by Mr. Thomas, seconded by Ms. Woodhull, the December 2024 Financial Report was approved by the Board.

Ayes: All
Nays: None

ANNUAL CONTRIBUTION TO DAYTON SOCIETY OF NATURAL HISTORY

The Executive Director recommended continued annual support of the Dayton Society of Natural History for the operation of the Boonshoft Museum of Discovery in the amount of \$15,000. In 1955 the Ohio Revised Code was amended to enable public libraries to contribute up to \$15,000 to support a local museum. This was enacted to facilitate the separation of the Dayton Public Library from its museum. The Library has continued to provide this annual support since the separation of the two organizations.

The Executive Director explained that this annual donation has been made since the library and museum separated, and this is a continuation of this policy.

On a motion by Mr. Kennebrew, seconded by Ms. Cardona-Jones, the Board approved annual support of the Dayton Society of Natural History in the amount of \$15,000.

Ayes: All
Nays: None

TUITION REIMBURSEMENT

Prior to 2019, the Board has authorized a specific annual allocation for Tuition Reimbursement. The amount has ranged from \$15,000 to \$35,000. In 2018, the Board authorized \$30,000 as a maximum of the funds available and participants were reimbursed for approximately 75% of their eligible expense. In 2019, the Board approved changing from a fixed reimbursement amount to 75% of all eligible tuition expenses for calendar year 2019 regardless of the number of employees participating in the program.

In 2024, due to budget cuts and to be fiscally responsible, Dayton Metro Library changed to a reimbursement amount up to 65% of all eligible tuition expenses, not to exceed \$75,000 for calendar year 2024.

The Executive Director recommended and on a motion by Ms. Geers, seconded by Mr. Kennebrew, the Board approved a continuation of a 65% reimbursement, not to exceed \$75,000, for calendar year 2025.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director thanked and recognized Westly Davis, Accounting Manager, for his help and dedication in preparing the Financial materials for this meeting.

The Executive Director also introduced: Christian E-Hewitt, Southeast Branch Library Manager, Eric Pennington, Assistant Southeast Library Branch Manager, Keilani Judkins, Older Adult Services Specialist, and Yasmine Lajimi, Community Wellness Specialist.

2025 STAFF LIBRARY SURVEY DISCUSSION

During the December 18, 2024 Board of Trustees meeting, the Board tabled a discussion concerning the possibility of a 2025 Library Staff Survey. The Board resumed that conversation, with input from Deansai Myers, Human Resources and Organizational Director.

President Williamson expressed that this is a Board-driven initiative and emphasized the Board's desire to improve response rate, and facilitate a survey in which staff feel safe and empowered to speak freely and without fear of retribution. The Board discussed ways in which this might be the case, and directed Deansai and her team to look into such avenues, including the possibility of kiosks for survey taking, and the opportunity to complete the survey from personal email addresses. As part of the Board's commitment to playing a role in the process, and to help ensure the Board has a hand in creating and implementing the survey, Myla Cardona-Jones volunteered to serve as a liaison in assisting with the survey design and implementation processes.

POLICY REVIEW DISCUSSION

During the 2024 Board Retreat, the Board expressed a desire to conduct an ongoing review of existing Board policies.

A proposal was presented and adopted for the Board to review one or two policies each month, for discussion at the ensuing Board meeting. For the first such review, the Board was asked to review "Policy AD 100- Calamity Days" in advance of the February 19, 2025 Board meeting.

A further policy will be put forward for review at each ensuing Board of Trustees meeting.

VIRTUAL MEETINGS DISCUSSION

In light of recently passed legislation, Ohio House Bill 257, certain public bodies, including Library Boards, will be permitted to hold and attend meetings virtually, provided certain parameters are met. No such meetings may be held until the law takes effect on March 19, 2025.

The Board President facilitated a brief discussion of the possibility of Dayton Metro Library holding Board of Trustees meetings in a virtual or hybrid format after March 19, 2025. In order to do so, the Board would need to revise its Constitution and Bylaws to allow for virtual attendance, as well as adopting a virtual meeting policy.

The Board determined it would wait to hear the Ohio Library Council's guidance before taking any steps towards virtual meetings. This topic will be revisited when such guidance has been made available.

NEW BUSINESS

No new business was brought before the Board.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, February 19, 2025 at 4:00 p.m. in the Community Room at the Trotwood Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) to discuss employment of a public employee.

On motion by President Williamson, seconded by Ms. Woodhull, the Board went into Executive Session.

A roll call vote was taken as follows:

Mr. Thomas, Aye
Mr. Kennebrew, Aye
Mr. Williamson, Aye
Ms. Woodhull, Aye
Ms. Geers, Aye
Ms. Cardona-Jones, Aye

Ayes: All
Nays: None

The Board entered Executive Session at 4:44 p.m. and returned to open session at 5:52 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in

Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by Mr. Kennebrew, seconded by Ms. Woodhull, the Board adjourned at 5:52 p.m.

Ayes: All

Nays: None

DAYTON METRO LIBRARY

REVISED- AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, February 19, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. ETHICS TRAINING SESSION- INFORMATION

Susan Willeke of the Ohio Ethics Commission will provide a presentation detailing Ohio Ethics Laws, and what is expected of public library staff members and Trustees.

3. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

4. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the January 22, 2025 meeting of the Board.

5. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. ALA 2025 CONFERENCE AND EXHIBITION

The 2025 ALA Convention and Exhibition will be held at the Philadelphia Convention Center in Philadelphia, Pennsylvania from June 26-30, 2025. It is recommended that the Board authorize reimbursement in an amount up to \$430.00 for registration, \$72.00 for ground transportation, \$50.00 for parking, \$1,300.00 for lodging, and \$272.00 for meals for the following individuals:

- Board members who will attend
- Executive Director
- Staff members who have an elected, program and/or appointed responsibility

It is further recommended that in accordance with Article 47 of the Labor Agreement between the Board and Dayton Metro Library Staff Association, \$7,695.00 will be divided amongst those bargaining unit members attending the conference for reimbursement of registration, airfare, lodging, ground transportation, and meals, with a maximum per person reimbursement of \$72.00 for ground transportation, \$50.00 for parking, \$1,300.00 for lodging, and \$272.00 for meals; and a maximum per person reimbursement of \$430.00 for registration costs. It is further recommended that \$7,695.00 be divided in the same manner as above amongst those managerial and confidential staff members attending the conference.

D. GIFTS AND GRANTS

It is recommended that the Board approve the Gifts and Grants as listed at the end of the Agenda.

6. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with rules and procedures.
- 2) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 3) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 4) Speakers shall limit their comments to matters pertaining to Library business. Speakers shall not be unduly repetitive of prior speakers.
- 5) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 6) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 7) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.

- 8) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

- Rachel Felton
- Brooke Mendenhall

7. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for January 2025 is included in the Board packet.

The Executive Director approved the following investments:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|--------------------------------|-----------------------|--------------------------|-------------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 1/15/2025 | PLF | \$1,652,201.21 | \$1,652,201.21 | - | |
| 1/9/2025 | Huntington Managed Investments | | \$3,000,000.00 | (\$3,000,000.00) | |
| 1/31/2025 | RE Tax Receipts | \$1,542,045.75 | \$1,069,713.60 | \$472,332.15 | Debt Service |
| Total | | \$3,194,246.96 | \$5,721,914.81 | (\$2,527,667.85) | |

It is further recommended that the Board approve the Library's request for a 60-day extension in completing and filing the Hinkle Report.

8. DAYTON ART INSTITUTE AGREEMENT- ACTION

The Executive Director recommends approval of the proposed agreement with the Dayton Art Institute as enclosed in the Board packets for Library Card Signup Day.

9. DAYTON PERFORMING ARTS ALLIANCE AGREEMENT- ACTION

The Executive Director recommends approval of the proposed agreement with the Dayton Performing Arts Alliance as enclosed in the Board Packets.

10. FOODBANK MEMORANDUM OF UNDERSTANDING- ACTION

The Executive Director recommends approval of the proposed Foodbank Memorandum of Understanding as enclosed in the Board Packets.

11. EXECUTIVE DIRECTOR'S REPORT - INFORMATION

The Executive Director will introduce the following new managers to the Board:

- Westly Davis, Fiscal Officer/Finance Director

The Executive Director will update the Board on current library programs and services.

12. POLICY REVIEW- INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will begin reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 100- Calamity Days” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 101- Code of Professional Conduct” in advance of the March 19, 2025 meeting.

13. NEW BUSINESS

14. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, March 19, 2025 at 4:00 p.m. in the Board Room at the Main Library.

15. EXECUTIVE SESSION -ACTION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of a public employee.

A **roll call** vote will be needed.

16. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Jonathon Adams, Safety and Protective Services Officer, Safety and Protective Services, and Khauriee Sullivan-Eason, to attend the “CPR/First Aid Certification” sponsored by Focus Health and held in Dayton, OH from January 2, 2025 through January 29, 2025. It is further recommended that registration in the amount of \$65.00 each be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Naomi Boyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$15.20 per hour.

John Jennings, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$15.20 per hour.

Lauren McIntosh, Information Services Assistant, full-time, Grade 08, Wilmington-Stroop Branch Library, effective January 26, 2025 at the rate of \$19.35 per hour.

Alexis Tuey, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$15.20 per hour.

It is recommended that the following **Change in Location** be accepted:

Kaylea Gray, Teen Services Librarian, full-time, Grade 11, Electra C. Doren Branch Library, from Teen Services Librarian, full-time, Grade 11, West Branch Library, effective February 23, 2025 at the rate of \$26.95 per hour.

Brett Martinez, Information Services Assistant, Substitute, Grade Sub08, Equity, Diversity, and Inclusion, from Information Services Assistant, Substitute, Grade Sub08, Information Services, effective January 26, 2025 at the rate of \$15.20 per hour.

It is recommended that the following **Declined Position** be accepted:

David Williams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 12, 2025.

It is recommended that the following **Interim Change in Position** be accepted:

Westly Davis, Interim Fiscal Officer/Finance Director, full-time, Grade S12, Finance, from Accounting Manager, full-time, Grade S08, Finance, effective January 12, 2025 at the rate of \$50.5596 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Katherine Perkins, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective January 17, 2025 for 24.00 hours for vacation.

Khaurice Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 18, 2025 for 3.38 hours for personal reasons.

It is recommended that the following **Promotion** be accepted:

Westly Davis, Fiscal Officer/Finance Director, full-time, Grade S12, Finance, from Interim Fiscal Officer/Finance Director, full-time, Grade S12, Finance, effective February 9, 2025 at the rate of \$51.4423 per hour.

It is recommended that the following **Promotion, Change in Location** be accepted:

Ariel Parker, Information Services Assistant, full-time, Grade 08, Public Services, from Library Aide, Electra C. Doren Branch Library, effective February 23, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Resignation** be accepted:

Hilary Browning, Fiscal Officer/Finance Director, full-time, Grade S12, Finance, effective January 9, 2025.

Austin Railey III, Government Relations and Advocacy Director, full-time, Grade S08, External Relations, effective February 14, 2025.

It is recommended that the following **Retirement** be accepted:

Robin Edmondson, Patron Services Assistant, full-time, Grade 05, Wilmington-Stroop Branch Library, effective February 28, 2025, after more than 24 years of service.

Carol MacMann, Branch Library Manager, full-time, Grade S09, New Lebanon Branch Library, effective February 28, 2025, after more than 18 years of service.

D. GIFTS AND GRANTS

It is recommended that the following **Gifts** be accepted:

\$250.00 from Anonymous on January 20, 2025.

\$20.00 from Rob Hardy on January 21, 2025.

\$20.00 from Rob Hardy on January 28, 2025.

\$1,800.00 from Don Schweitzer on February 10, 2025.

\$500.00 from Anonymous on February 12, 2025.

\$500.00 from Anonymous on February 12, 2025.

It is recommended that the following **Grants** be accepted:

Dayton Metro Library has not received any Grants since the January 2025 meeting.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, February 19, 2025, 4:00 p.m.

PRESENT: David Williamson, Carl Kennebrew, Nolan Thomas, Sara Woodhull (in at 4:04), Myla Cardona-Jones (out at 5:52), Shannon Isom

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:01 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

ETHICS TRAINING SESSION

Susan Willeke of the Ohio Ethics Commission provided a presentation detailing Ohio Ethics Laws, and what is expected of public library staff members and Trustees.

Ms. Woodhull joined the meeting at 4:04 p.m.

APPROVAL OF AGENDA

On a motion by Ms. Woodhull, seconded by Ms. Cardona-Jones, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by Mr. Kennenrew, seconded by Ms. Cardona-Jones, the minutes of the Board meeting of January 22, 2025 were approved by the Board.

Ayes: All

Nays: None

CONSENT AGENDA

On a motion by Ms. Isom, seconded by Ms. Cardona-Jones, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Jonathon Adams, Safety and Protective Services Officer, Safety and Protective Services, and Khauriee Sullivan-Eason, to attend the “CPR/First Aid Certification” sponsored by Focus Health and held in Dayton, OH from January 2, 2025 through January 29, 2025. It is further recommended that registration in the amount of \$65.00 each be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENTS

Naomi Boyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$15.20 per hour.

John Jennings, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$15.20 per hour.

Lauren McIntosh, Information Services Assistant, full-time, Grade 08, Wilmington-Stroop Branch Library, effective January 26, 2025 at the rate of \$19.35 per hour.

Alexis Tuey, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective January 26, 2025 at the rate of \$15.20 per hour.

CHANGE IN LOCATION

Kaylea Gray, Teen Services Librarian, full-time, Grade 11, Electra C. Doren Branch Library, from Teen Services Librarian, full-time, Grade 11, West Branch Library, effective February 23, 2025 at the rate of \$26.95 per hour.

Brett Martinez, Information Services Assistant, Substitute, Grade Sub08, Equity, Diversity, and Inclusion, from Information Services Assistant, Substitute, Grade Sub08, Information Services, effective January 26, 2025 at the rate of \$15.20 per hour.

DECLINED POSITION

David Williams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 12, 2025.

INTERIM CHANGE IN POSITION

Westly Davis, Interim Fiscal Officer/Finance Director, full-time, Grade S12, Finance, from Accounting Manager, full-time, Grade S08, Finance, effective January 12, 2025 at the rate of \$50.5596 per hour.

LEAVE WITHOUT PAY

Katherine Perkins, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective January 17, 2025 for 24.00 hours for vacation.

Khauriee Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 18, 2025 for 3.38 hours for personal reasons.

PROMOTION

Westly Davis, Fiscal Officer/Finance Director, full-time, Grade S12, Finance, from Interim Fiscal Officer/Finance Director, full-time, Grade S12, Finance, effective February 9, 2025 at the rate of \$51.4423 per hour.

PROMOTION, CHANGE IN LOCATION

Ariel Parker, Information Services Assistant, full-time, Grade 08, Public Services, from Library Aide, Electra C. Doren Branch Library, effective February 23, 2025 at the rate of \$19.35 per hour.

RESIGNATION

Hilary Browning, Fiscal Officer/Finance Director, full-time, Grade S12, Finance, effective January 9, 2025.

Austin Railey III, Government Relations and Advocacy Director, full-time, Grade S08, External Relations, effective February 14, 2025.

RETIREMENT

Robin Edmondson, Patron Services Assistant, full-time, Grade 05, Wilmington-Stroop Branch Library, effective February 28, 2025, after more than 24 years of service.

Carol MacMann, Branch Library Manager, full-time, Grade S09, New Lebanon Branch Library, effective February 28, 2025, after more than 18 years of service.

ALA 2025 CONFERENCE AND EXHIBITION

The 2025 ALA Convention and Exhibition will be held at the Philadelphia Convention Center in Philadelphia, Pennsylvania from June 26-30, 2025. It is recommended that the Board authorize reimbursement in an amount up to \$430.00 for registration, \$441.00 for mileage/airfare, \$72.00 for ground transportation, \$50.00 for parking, \$1,300.00 for lodging, and \$272.00 for meals for the following individuals:

- Board members who will attend
- Executive Director
- Staff members who have an elected, program and/or appointed responsibility

It is further recommended that in accordance with Article 47 of the Labor Agreement between the Board and Dayton Metro Library Staff Association, \$7,695.00 will be divided amongst those bargaining unit members attending the conference for reimbursement of registration, airfare, lodging, ground transportation, and meals, with a maximum per person reimbursement of \$441.00 for mileage/airfare, \$72.00 for ground transportation, \$50.00 for parking, \$1,300.00 for lodging, and \$272.00 for meals; and a maximum per person reimbursement of \$430.00 for registration costs. It is further recommended that \$7,695.00 be divided in the same manner as above amongst those managerial and confidential staff members attending the conference.

GIFTS AND GRANTS

The following Gifts and Grants were approved by the Board.

GIFTS

\$250.00 from Anonymous on January 20, 2025.
\$20.00 from Rob Hardy on January 21, 2025.
\$20.00 from Rob Hardy on January 28, 2025.
\$1,800.00 from Don Schweitzer on February 10, 2025.
\$500.00 from Anonymous on February 12, 2025.
\$500.00 from Anonymous on February 12, 2025.

GRANTS

Dayton Metro Library did not receive any new Grants since the January 2025 Board of Trustees meeting.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

Rachel Feltner identified herself as a cisgender Black pansexual woman and spoke about her lifelong patronship of the Library, and the refuge she has found in books. She recalled first reading about a female protagonist of color at the age of 14. She said we live in a white dominant, patriarchal, heteronormative world, and spoke to the need for representation in literature and

elsewhere. She voiced concern about limiting cultural displays to pre-determined periods of recognition, which she cautioned is not a neutral act. She said that this is tantamount to supporting the dominant narrative that Black girls who need heroes are lesser. She urged the Board to reconsider, and stated that the policy feels at odds with the Library's values. She acknowledged and appreciates the Library's other work, but said that this is a step in the wrong direction, and concluded that she neither appreciates nor accepts the neutrality of this decision.

Brooke Mendenhall had registered to speak, but did not come forward to do so.

Tony Dale Partin thanked the Board and introduced himself as a Huber Heights resident and member of the Montgomery County Central Committee. He thanked the Board for the decision to remove the Pride Flags, but felt that the announced policy did not go far enough. He urged the Board not to re-hang the flags during times of cultural celebration and observance, as has been announced. He stated that libraries should be non-partisan, and not promote special interest groups. He further asked for the removal of gay and transgender books from the youth sections of the Library's collection. He stated that homosexuality is an adult issue, and not something suitable for children. He further asked for the removal of the menstrual product machines from men's restrooms. He stated that these constitute a waste of tax dollars, and asked that they be removed. He said he feels unsafe entering government-supported entities with radical leftist displays. He urged that Libraries be made suitable for all, and that the innocence of children be protected.

Bobbie Arnold thanked the Library for all of the inclusive policies that they have put forward to make the Library a welcoming, inclusive and safe space. She stated that she recently ran for public office in opposition to Rodney Creech, who has posted in opposition to the menstrual products in the men's restrooms. She spoke to the unknown number of transgender men in the county who need those products, and to whom they are invaluable, much as they are for cisgender women. She stated the current policies are inclusive, and commended them. She further stated that the cost for these products is not incurred by the Library, but by Aunt Flow, which placed the products at no cost. She said there is no reason for transgender individuals to be excluded from society because some people do not agree with or want to acknowledge them. She stated these products do not harm anyone, and asked that the trans community stop being targeted for existing. She urged the Board not to fold on this issue, and thanked them for all the Library does.

MONTHLY FINANCIAL REPORT

The Executive Director introduced Westly Davis, the new Fiscal Officer/Finance Director.

The Monthly Financial Reports for January 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|--------------------------------|----------------|--------------------------|-------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 1/15/2025 | PLF | \$1,652,201.21 | \$1,652,201.21 | - | |
| 1/9/2025 | Huntington Managed Investments | | \$3,000,000.00 | (\$3,000,000.00) | |
| 1/31/2025 | RE Tax Receipts | \$1,542,045.75 | \$1,069,713.60 | \$472,332.15 | Debt Service |

| | | | |
|--------------|------------------------------|------------------------------|--------------------------------|
| Total | <u>\$3,194,246.96</u> | <u>\$5,721,914.81</u> | <u>(\$2,527,667.85)</u> |
|--------------|------------------------------|------------------------------|--------------------------------|

On a motion by Mr. Thomas, seconded by Ms. Cardona-Jones, the January 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

On a motion by Mr. Kennebrew, seconded by Mr. Thomas, the Board approved the Fiscal Officer's suggestion to request a 30-day extension to complete and file the Hinkle Report.

This constitutes a departure from the Board Agenda, which called for a 60-day extension due to a clerical error.

Ayes: All
Nays: None

DAYTON ART INSTITUTE AGREEMENT

The Executive Director recommended approval of the proposed agreement with the Dayton Art Institute as enclosed in the Board packets for Library Card Signup Day.

He explained that these agreements would not previously have been submitted for Board approval, but that this is the case due to new guidance from the County Prosecutor's office.

At Ms. Isom's request, a new system for such approvals will be found in ensuing meetings, likely in the Consent Agenda.

On a motion by Ms. Cardona-Jones, seconded by Ms. Woodhull, the Board approved the Dayton Art Institute Agreement.

Ayes: All
Nays: None

DAYTON PERFORMING ARTS ALLIANCE AGREEMENT

The Executive Director recommended approval of the proposed agreement with the Dayton Performing Arts Alliance as enclosed in the Board Packets.

On a motion by Ms. Cardona-Jones, seconded by Ms. Isom, the Board approved the Dayton Performing Arts Alliance Agreement.

Ayes: All
Nays: None

FOODBANK MEMORANDUM OF UNDERSTANDING

The Executive Director recommended approval of the proposed Foodbank Memorandum of Understanding as enclosed in the Board Packets.

On a motion by Ms. Woodhull, seconded by Mr. Kennebrew, the Board approved the Memorandum of Understanding with the Foodbank.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director shared a statement regarding the decision to change the Library's policy concerning cultural displays. He said that the decision was his alone, and not a directive from the Board or any other entity. He stated that he is a member of the LGBTQIA+ community, and said that he understands the impact that Dayton Metro Library has on this community. He relayed that the first person he ever came out to was a DML employee when he was a teen. He stated that this Library has always been a safe space for him, which was a major part of his decision to return after 25 years away. He said that there was no good time for this change, but felt it was necessary based upon the current climate. He does not want to take actions which may jeopardize state funding, which would reduce the system's ability to continue to serve this and other communities. He reiterated that the Library is and remains committed to serving the LGBTQIA+ community, and that programs and displays will remain a part of the system year-round. The only major change from this policy is that the US and Ohio flags will be the only flags displayed year-round at Dayton Metro Library branches.

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board began reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 100- Calamity Days" in advance of this meeting, as it was the policy for discussion.

Deansai Myers, Human Resources and Organizational Development Director, provided an overview of this policy.

The Board did not recommend any changes to the policy.

It was recommended that the Board review "Policy AD 101- Code of Professional Conduct" in advance of the March 19, 2025 meeting.

NEW BUSINESS

No new business was brought before the Board.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, March 19, 2025 at 4:00 p.m. in the Board Room at the Main Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) to discuss employment of a public employee.

On motion by Mr. Williamson, seconded by Ms. Woodhull, the Board went into Executive Session. A roll call vote was taken as follows:

Mr. Williamson, Aye
Mr. Thomas, Aye
Mr. Kennebrew, Aye
Ms. Isom, Aye
Ms. Woodhull, Aye
Ms. Cardona-Jones, Aye

Ayes: All
Nays: None

Ms. Cardona-Jones left the meeting at 5:52 p.m.

The Board entered Executive Session at 5:39 p.m. and returned to open session at 6:03 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by Mr. Kennebrew, seconded by Mr. Thomas, the Board adjourned at 6:04 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

REVISED- AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, March 19, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the February 19, 2025 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. TUITION REIMBURSEMENT

It is recommended that the Board approve reimbursement for the following individuals for the course indicated once it has been completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tracy Borders, Information Services Assistant-Tech Emphasis, Huber Heights Branch Library, for the course "Information Resources and Services," 3.0 credit hours, Indiana University- Indianapolis, at a cost of \$1,664.08 for a total of \$1,664.08.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course "Leadership in Libraries and Information Centers," 3.0 credit hours Kent State University, at a cost of \$2,542.00 for a total of \$2,542.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course "Introduction to Research," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,497.50, and the course "Materials for Youth," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,497.50, for a total of \$2,995.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course "Materials for Youth," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,477.50, and the course "Design for Informal Learning Environment," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,477.50, for a total of \$2,955.00.

Seth Patrick, Children's Services Librarian, Huber Heights Branch Library, for the course "Special Topics in LIS: Beyond Books," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, and the course "Special Topics in LIS: Intro to Makerspaces," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, and the course "Special Topics in LIS: Library IT Fundamentals," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, for a total of \$6,624.00.

D. GIFTS AND GRANTS

It is recommended that the Board approve the Gifts and Grants as listed at the end of the agenda.

E. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the Contracts and Agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with rules and procedures.
- 2) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 3) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 4) Speakers shall limit their comments to matters pertaining to Library business. Speakers shall not be unduly repetitive of prior speakers.
- 5) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 6) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

- 7) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 8) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

- Alicia Payne
- Jessica Drake

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for February 2025 is included in the Board packet.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|--------------|---------------|----------------------|--------------------------|---------------------|--------------|
| 2/7/2025 | RE Taxes | 1,162,229.87 | 803,986.42 | 358,243.45 | |
| 2/13/2025 | PLF | 1,927,318.64 | 1,927,318.64 | - | |
| 2/14/2025 | RE Taxes | 2,802,640.72 | 1,968,416.53 | 834,224.19 | Debt Service |
| 2/21/2025 | RE Taxes | 5,186,383.40 | 3,600,300.30 | 1,586,083.10 | Debt Service |
| 2/28/2025 | RE Taxes | 591,892.57 | 411,859.67 | 180,032.90 | Debt Service |
| Total | | 11,670,465.20 | 8,711,881.56 | 2,958,583.64 | |

7. FINAL APPROPRIATION RESOLUTION - ACTION

Enclosed with the Agenda is the recommended Final Appropriation Resolution for 2025 that was prepared in accordance with the Chart of Accounts required by the Auditor of State and based on the amended Official Certificate of Estimated Resources requested from the Montgomery County Budget Commission.

It is recommended that the Board adopt the following Resolution:

BE IT RESOLVED by the Board of Library Trustees of the Dayton Metro Library, Montgomery County, Ohio, that, to provide for the current expenses and other expenditures of said Board of Library Trustees, during the fiscal year ending December 31, 2025, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made during the said year.

Final Appropriation for 2025

GENERAL FUND

| | |
|------------------------------|--------------|
| 1000 - Salaries and Benefits | \$27,853,200 |
| 2000 – Supplies | \$896,115 |
| 3000 - Purchased Services | \$7,522,925 |

| | |
|--|---------------------|
| 4000 - Library Materials & Information | \$5,472,000 |
| 5000 - Capital Outlay | \$807,600 |
| 6000 - Debt Service | \$0 |
| 7000 - Other Objects | \$181,455 |
| 8000 – Contingency | \$0 |
| 9000 – Transfer Out | \$0 |
| Total General Fund Appropriations | \$42,733,295 |

SPECIAL REVENUE FUND

| | |
|---|------------------|
| 2000- Supplies | \$0 |
| 3000- Purchased Services | \$137,164 |
| 5000- Capital Outlay | \$285,079 |
| Total Special Revenue Appropriations | \$422,243 |

DEBT SERVICE FUND

| | |
|---|---------------------|
| 3000 - Purchased Services | \$220,000 |
| 6000 – Debt Service | \$10,064,462 |
| Total Debt Service Fund Appropriations | \$10,284,462 |

BUILDING & REPAIR FUND

| | |
|--|--------------------|
| 3000 - Purchased Services | \$0 |
| 5000 - Capital Outlay | \$0 |
| 7000 – Miscellaneous | \$0 |
| 9000- Transfer Out | \$3,000,000 |
| Total Building & Repair Fund Appropriations | \$3,000,000 |

TAXABLE CONSTRUCTION FUND

| | |
|---|------------|
| 2000 – Supplies | \$ 0 |
| 3000 - Purchased Services | \$0 |
| 5000 - Capital Outlay | \$0 |
| 7000 - Miscellaneous | \$0 |
| Total Taxable Construction Fund Appropriations | \$0 |

Total All Funds Appropriations **\$56,440,000**

A **roll call vote** of the Trustees is required.

8. **BANKING SERVICES RESOLUTION** -ACTION

The Executive Director recommends the Board approve the Banking Services Resolution with Star of Ohio, as enclosed in the Board packets.

9. **BANKING SERVICES RESOLUTION** -ACTION

The Executive Director recommends the Board approve the Banking Services Resolution with Fifth Third Bank, as enclosed in the Board packets.

10. **EXECUTIVE DIRECTOR’S REPORT** – INFORMATION

The Executive Director will update the Board on current library programs and services.

- Allison Knight, Youth Services Director- Update on Library Card Signup Day
- Josh Ashworth, IT Services Director- Update on AI

11. PUBLIC COMMENT POLICY- ACTION

The Executive Director recommends the Board approve the following Public Comment Policy:

I. POLICY

1. Dayton Metro Library and its Board of Trustees recognizes that feedback is vital and necessary in ensuring that the organization is responsive to patron concerns. The Board is committed to providing patrons with the opportunity to be heard, while also recognizing the need to conduct their meetings in a manner that is civil, productive, orderly and efficient.

II. REGULATIONS: RULES AND PROCEDURE FOR PUBLIC COMMENT

1. Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
2. Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
3. Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
4. Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
5. Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
6. All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
7. Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

8. Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
9. In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

12. POLICY REVIEW- INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will begin reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 101- Code of Professional Conduct" in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review "Policy AD 103- Digital Video Security Cameras" in advance of the April 16, 2025 meeting.

13. NEW BUSINESS

14. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, April 16, 2025 at 4:00 p.m. in the Board Room at the Main Library.

15. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of a public employee.

A **roll call vote** will be needed.

16. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Kristen Allen-Vogel, Information Services Librarian, Information Services, Claudine Bennett, External Relations Manager, External Relations, Allison Knight, Youth Services Director, Youth Services, Bradley Kuykendall, Floater Manager, Public Services, Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, Jordan Ostrum, LGBTQIA+ Services Specialist, Department for Community Impact and Engagement, and Laurel Spangler, Floating Information Services Assistant, Public Services, to attend “ALA Annual Conference and Exhibition,” sponsored by the American Library Association, and held in Philadelphia, PA from June 26, 2025 to June 30, 2025. It is further recommended that registration in the amount of \$430.00 each, airfare in an amount not to exceed \$441.00 each, ground transportation in an amount not to exceed \$72.00 each, parking in an amount not to exceed \$50.00 each, lodging in an amount not to exceed \$1,300.00 each, and meals in an amount not to exceed \$272.00 each be reimbursed by the Board.

Ken Conrad, Systems Manager, Information Technology Services, and Dan Knight, Network Systems Administrator, Information Technology Services, to participate in the virtual “Fundamentals of Cisco Firewall Threat Defense and Intrusion Prevention” on-demand webinar sponsored by New Horizons. It is further recommended that registration in the amount of \$4,000.00 each be reimbursed by the Board.

Westly Davis, Fiscal Officer/Finance Director, Finance, to attend the “CPIM Public Library Fiscal Officer Conference” being sponsored by OLC and held in Lewis Center, OH from May 1, 2025 through May 2, 2025. It is further recommended that registration in the amount of \$225.00, mileage in the amount of \$114.10, lodging in the amount of \$197.67, and meals in the amount of \$68.00 be reimbursed by the Board.

Kelly Geers, Dayton Metro Library Board of Trustees, Nolan Thomas, Dayton Metro Library Board of Trustees, Jeffrey Trzeciak, Executive Director, Executive Administration, David Williamson, Dayton Metro Library Board of Trustees, and Sara Woodhull, Dayton Metro Library Board of Trustees, to attend the “OLC Southwest Ohio Trustee Lunch” sponsored by OLC and held in West Chester, OH on April 24, 2025. It is further recommended that registration in the amount of \$50.00 each, and mileage in the amount of \$50.40 each be reimbursed by the Board.

Victoria Hix, Staff Development Assistant, Human Resources, to participate in the “Make Trainings Enjoyable!” workshop sponsored by the Association for Talent Development and held in Dayton, OH on March 14, 2025. It is further recommended that registration in the amount of \$25.00 be reimbursed by the Board.

Steve Moser, Teen Services Librarian, Trotwood Branch Library, to attend “Take 5: Let’s Talk- A Teen Services Event” being sponsored by the State Library of Ohio and held in Chillicothe, OH on May 2, 2025. It is further recommended that registration in the amount of \$30.00 and mileage in the amount of \$108.80 be reimbursed by the Board.

Brittany Townsend, Safety and Protective Services Officer, Safety and Protective Services, to attend the “CPR First Aid” training being sponsored by Focus Health and

held in Dayton, OH on March 26, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Alvin Jordan, Social Media Specialist, full-time, Grade 10, External Relations, effective March 9, 2025 at the rate of \$22.06 per hour.

Manvir Kaur, Accountant, full-time, Grade 11, Finance, effective March 9, 2025 at the rate of \$30.00 per hour.

Brittany Townsend, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 9, 2025 at the rate of \$19.00 per hour.

Samuel Wildman, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services. Effective March 23, 2025 at the rate of \$19.00 per hour.

It is recommended that the following **Change in Location** be accepted:

Ann Crichton, Community Development Manager, full-time, Grade S07, Department for Community Impact and Engagement, from Community Development Manager, full-time, Grade S07, Community Development, effective March 9, 2025 at the rate of \$31.2939 per hour.

Camille Hall, Business Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Business Services Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$25.48 per hour.

Jessica Hunter, Nonprofit Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Nonprofit Services Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$28.48 per hour.

Keilani Judkins, Older Adult Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Older Adult Services Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$24.98 per hour.

Yasmine Lajimi, Community Wellness Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Community Wellness Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$24.98 per hour.

Jordan Ostrum, LGBTQIA+ Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from LGBTQIA+ Services Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$29.47 per hour.

Gabriela Pickett, Newest American Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Newest American Specialist, full-time, Grade

12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$28.48 per hour.

It is recommended that the following **Change in Location, Change in Title** be accepted:

Megs Francis, Community Impact and Engagement Assistant Director, full-time, Grade S08, Department for Community Impact and Engagement, from Assistant Equity, Diversity and Inclusion Director, full-time, Grade S08, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$31.5515 per hour.

Dr. Karlos L. Marshall, Community Impact and Engagement Director, full-time, Grade S11, Department for Community Impact and Engagement, from Equity, Diversity and Inclusion Director, full-time, Grade S11, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$51.3760 per hour.

Robert Owens, Community Impact and Engagement Manager, full-time, Grade S07, Department for Community Impact and Engagement, from Racial Equity Manager, full-time, Grade S07, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$31.2000 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Chandler Johnson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective February 6, 2025 for 23.63 hours for illness.

Ariel Parker, Floating ISA, full-time, Grade 08, Public Services, effective April 10, 2025 for 64.00 hours for vacation.

Khaurice Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 25, 2025 for 0.10 hours for personal reasons.

It is recommended that the following **Promotion** be accepted:

Subrina Thompson, Patron Services Assistant Manager, full-time, Grade S05, Patron Services, from Senior Patron Services Assistant, full-time, Grade 06, Patron Services, effective March 23, 2025 at the rate of \$22.7861 per hour.

It is recommended that the following **Resignation** be accepted:

Naomi Boyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective February 27, 2025.

Theresa Callen, Elementary Age Coordinator, full-time, Grade 12, Youth Services, effective February 12, 2025.

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 17, 2025.

It is recommended that the following **Retirement** be accepted:

Miriam Adams, Children Services Librarian, full-time, Grade 11, West Branch Library, effective March 31, 2025, after more than 20 years of service.

It is recommended that the following **Termination** be accepted:

Brett Martinez, Information Services Assistant, Substitute, Grade Sub08, Equity, Diversity and Inclusion, effective February 28, 2025.

D. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$50.00 from Joellyn Bashford on February 18, 2025.

\$50.00 from Taylor Lewis on February 19, 2025.

\$50.00 from Marisa Parmer on February 24, 2025.

\$100.00 from John Brooks on February 25, 2025.

It is recommended that the following **Grants** be accepted:

Dayton Metro Library received no new grants since the January 2025 meeting.

E. **CONTRACTS AND AGREEMENTS**

It is recommended that the following **Contracts and Agreements** be accepted:

Dayton Contemporary Dance Company:

Proposal for Ticket Purchase:

Dayton Contemporary Dance Company April 2025 Performances Between Dayton Contemporary Dance Company (DCDC) & Dayton Metro Library (DML)

1. Introduction Dayton Contemporary Dance Company (DCDC) is pleased to offer Dayton Metro Library (DML) the opportunity to provide its patrons with access to our upcoming performances of FANTASTIC FORWARDS. This partnership aims to broaden audience reach, introduce dance to new demographics, and reinforce our strong connection with Dayton Metro Library as a key community partner.

2. Performance Details

- Performance: FANTASTIC FORWARDS
- Dates & Times:
 - Saturday, April 26, 2025, at 7:30 PM
 - Sunday, April 27, 2025, at 4:00 PM
- Venue: Victoria Theatre, Dayton, OH
- Number of Tickets: 20 C-Level tickets per performance (40 tickets total)

3. Ticket Purchase by DML

- Ticket Price: \$10 per ticket
- Total Purchase Price: \$400 (40 tickets x \$10)
- Payment Terms: Payment is due no later than April 10, 2025, or prior to the public promotion of the ticket offer.

4. Ticket Distribution

- DML will not handle physical tickets. Patrons must contact Dayton Live directly to select their seats.
- Dayton Live will be informed of this agreement and prepared to handle calls from library patrons regarding these tickets.
- DML will have full discretion in promoting and distributing the tickets through a raffle, email blast, or other suitable method.
- Once tickets have been distributed to patrons, Dayton Metro Library will not be held responsible for any issues related to ticket usage or redemption.
- For any ticketing issues, patrons can contact Michael Green, Marketing Director of DCDC, at mgreen@dcdc.org or call 937-228-3232 M—F 10 AM–5 PM. office: 937 228 3232 dayton contemporary dance company 840 germantown street, dayton, oh 45402

5. DCDC Responsibilities

DCDC will:

- Provide 20 C-Level tickets(valued at \$45 each) for each of the specified performances.
- Provide the main show image and description for DML’s marketing team.
- Supply a folder of past performance clips and rehearsal footage for the world premieres featured in this concert.
- Provide contact information for Michael Green, Marketing Director, for ticketing issue resolution.
- Review marketing materials when possible to ensure accuracy and branding alignment.
- Inform Dayton Live of the ticket distribution plan.
- Offer additional benefits upon discussion, such as:
 - Inviting DML staff to observe an in-studio rehearsal.
 - Hosting a dancer meet-and-greet for ticket recipients.
- Extending invitations to future DCDC events.

6. Dayton Metro Library Responsibilities

DML will:

- Purchase the tickets for \$400.
- Promote the ticket offer to patrons.
- Share draft promotional materials with DCDC for review before public release.

7. Ticket Policy

Tickets are non-refundable. If a performance is canceled or rescheduled, DCDC will work with DML to determine an appropriate alternative solution.

8. Agreement & Signatures

Upon signature by both parties, this document serves as the formal agreement between Dayton Contemporary Dance Company and Dayton Metro Library regarding the purchase and distribution of tickets for Fantastic Forwards. Any amendments or modifications must be made in writing and agreed upon by both parties.

Signatures

Dayton Contemporary Dance Company

Signature:

Name:

Title:

Date:

Dayton Metro Library

Signature:

Name:

Title:

Date:

Fahlgren Mortine:

This **MASTER AGENCY SERVICE AGREEMENT** (this "Agreement") is made effective as of _____ and sets forth the terms and conditions under which **THE SHIPYARD, LLC**, a Delaware limited liability company with offices at 580 North Fourth Street, Suite 500 Columbus, Ohio 43215 (hereinafter referred to as "Agency") will provide services to Dayton Metro Library with offices at 215 E. 3rd Street, Dayton, Ohio (hereinafter referred to as "Client"). Agency and Client Is each a "Party" and are together the "Parties" to this Agreement.

WHEREAS, Client wishes to employ Agency as its agency of record to provide various advertising and marketing services, which may include strategy, planning, creative conception, content creation and production, web and mobile application development, data management and analytics, on-line and offline media planning and buying, account and project management services for Client; and

WHEREAS, Agency wishes to provide such services to Client, including, without limitation, through the Agency's Fahlgren Mortine division.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Agency and Client agree as follows:

1. Definitions.

A. "Approved Materials" means all Client Materials and all other materials, content, graphics, images, audio or video files, text, data or information approved by Client for use by Agency in connection with its performance of the Services.

B. "Deliverable(s)" means tangible work product specified in a Statement of Work to be created by Agency and delivered to Client as prescribed in such Statement of Work, excluding any Agency Technical Elements and third party components that may be embedded in or utilized in the delivery or presentation thereof.

C. "Client Materials" means all materials, content, graphics, images, audio or video files, text, data or information furnished by Client to Agency in connection with Agency's performance of the Services.

D. "Service(s)" means those specific activities to be performed by Agency as prescribed in a Statement of Work.

E. "Statement of Work" (also "SOW") means a written statement executed by the Parties which describes in detail the nature, scope and duration of and fees and costs (including any ThirdParty Provider fees, commissions or costs) for any Services and/or Deliverables to be provided under the terms of this Agreement.

F. "Third-Party Provider(s)" means any media or production company or other vendor providing services as an independent contractor to Agency, on behalf of the Client, in connection with the Services.

2. Agency Services. Subject to Client's fulfillment of its obligations under this Agreement, Agency shall provide the Services and Deliverables set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("SOW No.1") and in any subsequent SOW executed by the Parties (which shall be numbered sequentially and subject to the terms hereof).

3. Agency Appointment and Authorization. Client hereby appoints and authorizes Agency to act as Client's agent in purchasing any media, production and other services and materials from Third-Parties that may from time to time be required pursuant to an SOW, subject to the conditions and limitations set forth in Section 6 of this Agreement. Agency's authority to act as Client's agent pursuant to any SOW shall terminate upon termination of this Agreement or the applicable SOW.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 10 hereof (the "Term").

5. Compensation for Services. In consideration for Agency's performance of the Services and creation and delivery of Deliverables under this Agreement, Client shall pay Agency's fees and reimburse Agency's expenses as set forth in the applicable SOW and, except as otherwise provided therein, in keeping with the following:

A. Agency shall be compensated by Client for all media planning, buying, analysis and experimentation services at commission rates or fees at the rates set forth in the applicable SOW.

B. Agency billings for Third-Party Provider media, production and other out-of-pocket and reimbursable expenses shall not exceed aggregate budgets set forth in the applicable SOW, if any, without Client's prior written approval.

C. Except as otherwise provided in an SOW, Agency will submit and Client will pay invoices for fees and expenses due hereunder as follows. On or about the first business day of each month or as reasonably soon thereafter as practicable, Agency shall submit invoice(s) to Client for amounts known to be due and owing to Agency from Client for the preceding month (each a "Monthly Invoice"). Each Monthly Invoice shall include reasonable detail supporting the fees and expenses set forth therein. Client shall pay all undisputed fees and expenses in each Monthly Invoice and notify Agency in writing of the basis for disputing any fees or expenses therein (including all documentation relevant to such dispute) within thirty (30) days of the date of such Monthly Invoice.

D. If payment is not received within thirty (30) days from date of a Monthly Invoice, in addition to any other rights or remedies it may have, Agency may provide notice of breach and/or suspend the provision of Services and Deliverables to Client until all past due amounts owed by Client to Agency have been paid in full.

E. Agency shall bill a 2% Administrative Fee to Client on each invoice to provide for the proper day-to-day management of Client's account, which shall include the following services: travel to and from Client's location(s); color copy and print charges; telephone, fax, photocopy, video/film and tape storage charges; postage; document storage charges; account administrative services, such as preparation of Client invoices, issuing vendor payments, compliance and contract administration; courier and delivery charges. The 2% Administrative Fee shall be based only on the charges for the services specified on each Client invoice and do not apply to Outside Purchases (as defined below).

F. If no Administrative Fee is charged, Client shall reimburse Agency for the actual cost of all agency direct costs otherwise subject to the 2% Administrative Fee (outlined above in the preceding paragraph) incurred in providing services.

G. All purchases of third-party goods or services made on Client's behalf shall be estimated in advance, subject to a commission of 17.65% on the net cost of such purchases, and billed directly to Client. Examples of outside purchases include, but are not limited to: clipping, distribution and wire services; photography and cinematography; legal services authorized by Client; audio and video recording, duplication and talent fees; production negatives, duplicate films, photostats, proofs, etc.; art services provided by sources outside the Agency; all media; special purchases made on Client's behalf by Agency for which orders are placed and billed through Agency.

H. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency.

I. If Client pays via credit card, Agency shall pass through all credit card processing fees. That fee shall be based on total invoice charges including agency fees, direct costs and the outof-pocket costs of outside purchases. Fees and expenses are due upon receipt. Wire or ACH payments can be set up; related fees must be paid by Client.

J. All local, state and federal taxes levied on materials and Services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

6. Confidentiality. Each of Client and Agency (for purposes of this provision, a "Receiving Party") agrees that it and Its employees, agents, and representatives shall not, without first obtaining the prior written consent in each instance of the other Party (for purposes of this provision, a "Disclosing Party"), disclose, make commercial or other use of (other than in furtherance of this Agreement), give or sell to any person, firm, corporation, or entity, any confidential or proprietary information received directly or indirectly from the Disclosing Party in the course of this Agreement, including data, reporting, computer applications, software, computer code, user interface designs, analytics delivery methods, inventions, formulas, systems, improvements, prices, discounts, business affairs, products, product specifications, statistical or mathematical processes, and know-how, the existence of this Agreement, technical information of any kind whatsoever, trade secrets and other confidential, secret or proprietary matters, that is identified by Disclosing Party as "Confidential" and/or "Proprietary," or which, under all of the circumstances, ought reasonably to be recognized and treated as confidential and/or proprietary, including this Agreement (collectively, the "Confidential Information").

Notwithstanding the foregoing, (i) Disclosing Party's Confidential Information shall not include information that: (a) was rightfully in a Receiving Party's possession prior to the time of disclosure of said information to it by the Disclosing Party (the "Time of Receipt") without restriction from a source under no obligation to either Client or Agency to maintain such information in confidence; (b) was in the public domain prior to the Time of Receipt; (c) entered the public domain after the Time of Receipt by any means other than an unauthorized act or omission on the part of the Receiving Party; (d) was supplied to Receiving Party after the Time of Receipt without restriction by a Third-Party Provider that is under no obligation to either Client or Agency to maintain such information in confidence; or (e) was independently developed by Receiving Party prior to the Time of Receipt; and (ii) Receiving Party may disclose Confidential Information of the Disclosing Party if and to the extent required to do so pursuant to court order, legal process or applicable law if the Receiving Party provides the Disclosing Party prompt notice of such requirement and a reasonable opportunity to obtain a protective order prior to such disclosure preventing or limiting same. Each Party shall maintain and protect the confidentiality of the Confidential Information of the other Party in a manner at least as

protective as the measures it uses with respect to its own Confidential Information of like type, but in no event using less than a reasonable degree of care.

Client's products shall be promoted under trademarks owned by or licensed to Client and are products which are either owned by Client and/or as to which Client has all lawful authority necessary to market and sell the products. Client represents and warrants that its trademarks, trade names and trade dress do not infringe on any intellectual property or product marketing rights of any other person or entity. Client further represents and warrants that the promotion of any Client product by Agency does not infringe on any intellectual property or product marketing rights of any other person or entity; Upon termination of this Agreement or written request from Disclosing Party, Receiving Party shall, at Disclosing Party's discretion, promptly return or destroy of Disclosing Party's Confidential Information in Receiving Party's possession and confirm in writing that it has done so.

7. Use of Name and Logo in Client. The form and content of any public announcement to be made by one Party regarding this Agreement or the subject matter contained herein, shall be subject to the prior written consent of the other Party (which consent may not be unreasonably withheld), except as may be required by applicable law, in which event the other Party shall endeavor to give the other Party reasonable advance notice and review of any such disclosure. Notwithstanding the above, either Party may, in connection with its general marketing materials and without the consent of the other Party, list the name of the other Party in a non-descriptive fashion, in a list of the names of other similarly situated third parties with which such Party does business.

8. Intellectual Property

A. Existing Proprietary Rights. Except as otherwise provided herein or In an SOW, each of Client and Agency retains all existing patent rights, copyrights, trademarks, trade secrets, publicity rights and other proprietary rights and interests of any type (collectively, "Intellectual Property Rights"), including in any content, technology, methods, protocols, algorithms, software, user interfaces, databases, works of authorship, designs, inventions, brands, identifiers and other information, which such Party possesses as of the Effective Date. Further, notwithstanding anything to the contrary herein, Agency will retain all Intellectual Property Rights which it acquires or develops outside the scope of Its obligations under this Agreement.

B. Ownership of Deliverables by Client. Except as otherwise provided in an SOW, upon payment by Client for and delivery of a Deliverable, Client shall be the owner of all right, title and interest in and to such Deliverable. If any Agency Technical Elements and/or third party components are embedded or utilized in the delivery or presentation of any Deliverable, Agency will notify Client thereof and, if required by the applicable SOW, provide or procure on Client's behalf a license to use same to the extent necessary to enable Client to utilize such Deliverables.

C. Client Data. Client shall retain all rights in and responsibility and liability for all information, including personally-identifying information ("PII" or "Personal Information"), provided or made available or accessible to Agency by Client during the Term hereof ("Client Data"). Agency shall retain all rights, Including Intellectual Property Rights, in and to all systems and methods involved in processing and reporting data, including Client Data.

D. License. Subject to the other terms of this Agreement and any applicable SOW, Client hereby grants to Agency the right and license, for the Term of this Agreement, to use Client's Intellectual Property Rights and Client Data to provide Services, deliver Deliverables and otherwise fulfill Agency's obligations hereunder.

E. Analytics Access. Agency may provide Client with access to dashboards and/or performance analytics information if and as set forth in an SOW.

F. Data Privacy and Disclosure. Client (i) represents and warrants that Client has secured and possesses express written consent from all individuals whose Personal Information is accessible by or provided to Agency hereunder, authorizing Agency to access and use same in exercising Its rights and fulfilling its obligations under this Agreement; and (ii) covenants that Client will not provide or permit Agency to access any Personal Information from any individual who has not provided such express written consent. Client acknowledges and agrees that with respect to Personal Information hereunder: (i) Client is the "controller" and Agency is the "processor," as those terms are used in multiple data privacy laws (or "business" and "service provider," respectively, as those terms are used In the California Consumer Privacy Act); (ii) Client is solely responsible to make any disclosures required by applicable law to and secure any consents required by applicable law from individuals whose Personal Information may be provided to or accessed by Agency pursuant to this Agreement; and (iii) Client will promptly and timely notify Agency in writing of the cancellation or withdrawal of any consents required by applicable law from individuals whose Personal Information may be provided to or accessed by Agency pursuant to this Agreement .

G. Technical Elements and Licenses. The Deliverables may include software, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements"), including Technical Elements owned or developed by or for Agency prior to, or independently from, its engagement hereunder, together with any modifications or derivatives thereof or enhancements thereto (collectively, "Agency Technical Elements"). Agency retains exclusive ownership of all Agency Technical Elements and all Intellectual Property Rights therein. Furthermore, and notwithstanding anything to the contrary contained herein, Agency retains all rights to its general knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services but excluding any of the foregoing to the extent comprising or including Confidential Information of Client.

H. Agency hereby grants to Client, a perpetual, irrevocable, worldwide, fully-paid, royalty free, non-exclusive, non-transferable (except as otherwise permitted herein) license (with the right to sublicense) to utilize the Agency Technical Elements in conjunction with Client's receipt or use of the Services or the Deliverables for its internal business purposes only. Client hereby grants to Agency a perpetual, irrevocable, worldwide, fully-paid, royalty-free, non-exclusive license to use, copy, modify and sublicense, within the course of Agency's business, all Deliverables and any Technical Elements acquired or developed for Client hereunder.

9. Termination

A. Termination by Agency. Agency may terminate this Agreement:

B. For any reason or no reason, upon ninety (90) days advance written notice to Client; or

C. Immediately, if Client breaches any material term of this Agreement (specifically including by failing to make timely payment of any undisputed amount on an invoice) and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from Agency. In addition to the right to terminate this Agreement as provided above, Agency will retain all other rights and remedies available to it at law, in equity or under this Agreement, in event of Client's uncured breach hereof.

D. Termination by Client. Client may terminate this Agreement:

E. For any reason or no reason, upon ninety (90) days advance written notice to Agency; or

F. Immediately, if Agency breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from Client. In addition to the right to terminate this Agreement as provided above, Client will retain all other rights and remedies available to it at law, In equity or under this Agreement, in event of Agency's uncured breach hereof.

G. Upon expiration or termination of this Agreement, Agency shall promptly invoice Client for all Services performed by Agency and commissions for authorized media spending that were not previously invoiced and Client will promptly pay Agency all undisputed amounts due, subject to which Agency shall assign to Client and Client shall assume all contracts entered into by Agency with Third-Party Providers for Client's account. If any contract to be assigned pursuant to this Section cannot be assigned to Client, Agency may, at its sole discretion, continue to perform thereunder, in which event Client shall fulfill all of its obligations to Agency as to such unassigned contract(s), as though this Agreement had not been terminated.

H. Upon expiration or termination of this Agreement for any reason, each Party will promptly return or destroy all Confidential Information of the other Party as provided herein.

I. Rights and obligations under this Agreement that by their nature or effect are required or intended to remain in effect after the expiration or termination hereof (including payment by Client of all amounts due and owing to Agency) shall survive such expiration or termination of this Agreement.

10. Warranties.

A. Warranties and Covenants of Agency. Agency represents, warrants, and covenants that: (i) Agency is duly formed in its jurisdiction of organization and possess all requisite power, authority and capacity to fulfill its obligations under this Agreement; (ii) the individual(s) executing the Agreement on behalf of Agency are fully authorized to bind Agency to its obligations hereunder; (iii) the Services will be performed in a professional, diligent, and workmanlike manner reflecting industry standards; (iv) Agency has, to the best of its knowledge, all rights necessary to grant the rights in the Deliverables contemplated herein; and (v) Agency will endeavor to comply in all material respects with all applicable laws in connection with this Agreement.

B. Warranties and Covenants of Client. Client hereby represents, warrants and covenants that: (i) Client is duly formed in its jurisdiction of organization and possess all requisite power, authority and capacity to fulfill its obligations under this Agreement; (ii) the individual(s) executing the Agreement on behalf of Client are fully authorized to bind Client to its obligations hereunder; (iii) Client owns all right, title, and interest in and to, or has full and sufficient right and authority to use and to authorize Agency to use in the manner contemplated by this Agreement all Client Materials, and will not furnish Client Materials to Agency absent such right and authority; (iv) Approved Materials will not infringe or violate any third party's Intellectual Property Rights or include anything which is false, defamatory, unlawful or injurious to the rights of any third party; (v) Client will reimburse Agency for all payments to Third-Party Providers made by Agency on Client's behalf hereunder; (vi) Client will comply in all material respects with all applicable laws in connection with this Agreement; (vii) Client's products shall be promoted under trademarks owned by or licensed to Client and are products which are either owned by Client and/or as to which Client has all lawful authority necessary to market and sell the products; (viii) Client represents and warrants that its trademarks, trade names and trade dress do not infringe on any intellectual property or product marketing rights of any other person or entity; (ix) Client further represents and warrants that the promotion of any Client product by Agency does not infringe on any intellectual property or product marketing rights of any other person or entity

C. Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS. THIS SECTION 11 SETS FORTH AGENCY'S SOLE AND EXCLUSIVE WARRANTIES CONCERNING SERVICES, DELIVERABLES AND AGENCY'S PERFORMANCE UNDER THIS AGREEMENT, WHICH ARE MADE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND/OR REPRESENTATIONS, EXPRESS OR IMPLIED. AGENCY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR

NON-INFRINGEMENT OR ARISING FROM COURSE OF TRADE OR OTHERWISE. AGENCY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE ERROR-FREE, OPERATE WITHOUT INTERRUPTION OR SATISFY CLIENT.

11. Indemnification.

A. Indemnification by Agency. Agency will defend, indemnify and hold harmless Client and its shareholders, directors, officers, employees, agents, and representatives from and against any and all third party claims, liabilities, costs, expenses, damages, taxes, deficiencies, losses, or other obligations of any kind or nature (including reasonable attorneys' fees and other costs and expenses of litigation) (collectively, "Losses") that any of them incurs arising out of or resulting from: (i) the gross negligence or willful misconduct of Agency which results in personal injury or death of any person or the loss of or material damage to real or tangible personal property; (ii) any violation of law by Agency; and (iii) Agency's unauthorized use or disclosure of Client's Confidential Information

B. In addition to the foregoing, if any Service or Deliverable is held or, in Agency's sole opinion, is likely to be held to infringe or violate any third party's Intellectual Property Rights, Agency shall inform Client thereof and, at Agency's sole expense and option (a) procure the right for Client to continue using such Service or Deliverable, (b) replace or modify such Service or Deliverable so as to render it non-infringing, (c) defend, indemnify and hold harmless Client 8 MASTER SERVICE AGREEMENT from Losses resulting from such claim, or (d) terminate this Agreement and provide a pro rata refund to Client of any fees pre-paid for such Service or Deliverable and not yet used. The foregoing constitutes Client's entire and exclusive remedy and Agency's sole liability with respect to any actual or likely infringement or violation of any third party's Intellectual Property Rights by Agency or by any Service or Deliverable.

C. Notwithstanding the foregoing or anything to the contrary in this Agreement or any SOW, Agency will have no duty of indemnification or other obligation hereunder for or in connection with any third party's claim based in whole or in part on (1) any act or omission by Client in violation of its obligations under this Agreement, (2) any Approved Materials or either Party's use thereof, (3) any modification of any Service or Deliverable made by Client or at Client's request, or (4) the combination of any Service or Deliverable with any product, service or element not provided by Agency.

D. this Agreement ("Indemnitee") shall promptly provide written notice thereof to the other Party ("Indemnitor"), tender the defense of such claim to Indemnitor and cooperate fully, at Indemnitor's expense, in the defense or settlement thereof. If Indemnitor accepts Indemnitee's request for indemnification hereunder, Indemnitor may defend or settle such claim, at its sole discretion, provided that Indemnitor will agree to no settlement terms imposing equitable obligations or limitations on Indemnitee without the latter's written consent, which may not unreasonably be withheld.

12. Limitations of Liability.

A. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY (NOR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EQUITY HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR LICENSORS) WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS BY REASON OF COST OF CAPITAL OR LOSS OF DATA, CONNECTED WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, VIOLATION OF LAW OR

ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE PARTY SOUGHT TO BE HELD LIABLE WAS ADVISED OF THE POSSIBILITY THEREOF.

B. Limitation. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY CONNECTED WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY CLIENT TO AGENCY UNDER THE APPLICABLE SOW(S) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

C. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 OF THIS AGREEMENT SHALL NOT APPLY TO OR LIMIT DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES CONNECTED WITH, ARISING OUT OF, OR RELATING TO (i) ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7 HEREOF, (ii) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 HEREOF, OR (iii) ANY ACT OR OMISSION OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD BY EITHER PARTY.

D. Mitigation. Each Party has a duty to mitigate any costs, damages and/or Losses that may otherwise be recoverable from the other Party pursuant to this Agreement (including via indemnification pursuant to Section 12) by taking reasonable and appropriate actions to reduce or limit the amount of such costs, damages or Losses. 9 MASTER SERVICE AGREEMENT

13. Force Majeure. Neither Party shall be deemed to be in breach of this Agreement or liable as a result of any delay, failure or interruption in performance hereunder resulting directly or indirectly from any fire, earthquake, catastrophe, natural disaster, act of God, act of civil or military authority, civil disturbance, war, strike or other labor dispute, epidemic, pandemic, transportation or telecommunication disruption, Internet interruption, act or order of any government agency or other circumstance beyond such Party's reasonable control (each a "Force Majeure Event"). The time for such excused delay, failure, or interruption of performance shall be equal to the duration of the Force Majeure Event, provided that the non-performing Party employs commercially reasonable efforts to resume its performance. If Agency is not able to perform its obligations hereunder due to a Force Majeure Event for more than thirty (30) consecutive days, Client shall have the right to terminate this Agreement and any applicable SOW, subject to Client's contemporaneous payment of all undisputed fees and expenses incurred through the date of termination.

14. Governing Law, Jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio without regard to conflicts of law principles. Any legal action over a dispute between the Parties regarding this Agreement or the subject matter hereof may be brought only in a state or federal court sitting in Columbus, Ohio and the Parties hereby submit to the personal jurisdiction of such courts and waive any objection to venue therein.

15. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment in violation thereof shall be void. Notwithstanding the foregoing, Agency may delegate or subcontract portions of the work to be performed under this Agreement to a qualified Third-Party Provider.

16. Entire Agreement; Modification. This Agreement, including all applicable SOWs, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating thereto, including, without limitation, any agreement with any predecessor of the Agency. No modifications, amendments, or supplements to this Agreement or any SOW shall be effective for any purpose unless agreed upon in writing and signed by both Parties. In the event of any conflict between the terms of this Agreement and any SOW, the latter shall take precedence.

17. Severability. In the event that any clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining clauses and provisions hereof shall remain in full force and effect.

18. Waiver. The failure, delay or omission of either Party to enforce any right, term or condition under this Agreement shall not be construed as a waiver thereof nor of any subsequent right to enforce same or any other right, term or condition hereunder.

19. Notices. Any notice, request, demand, or other communication from one Party to the other Party required or permitted to be given under this Agreement shall be (a) delivered in person; (b) sent by overnight service (delivery confirmation required); or (c) transmitted via facsimile or e-mail (receipt confirmation required) and effective on the date of receipt. Notices shall be sent as follows: Notices to Agency: Name: Matt Bruot Title: CFO Org: The Shipyard, LLC Address 580 N. 4th St., Columbus, Ohio 43215 E-Mail: mbruot@theshipyard.com Fax: (614) 111-1111 Notices to Client: Name: Debi Chess Title: External Relations and Development, Director Org: Dayton Metro Library Addresses: 215 E. 2nd Street, Dayton, Ohio 45402 E-Mail: dchess@daytonmetrolibrary.org Fax: N/A Parties may change such notice addresses upon written notice as provided herein.

20. Miscellaneous. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions. Each individual executing this Agreement on behalf of a Party represents that such individual has authority to act on behalf of, and that this Agreement is binding on, such Party. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Agreement may be executed electronically via DocuSign.

21. Insurance. Agency agrees to maintain Commercial General Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence. Agency shall also maintain Professional Liability insurance, including media/cyber liability with limits of liability not less than \$500,000.00 per occurrence.

22. Non-Solicitation/No-Hire. Neither Party shall solicit or hire, in any capacity whatsoever, any of the other Party's employees during the Term of this Agreement and for a period of one year (1) thereafter, without the express written consent of the other Party.

23. Survival. Sections 1, 5, 6, 8, 9, 11, 12, 14, 17, 19, 20, 22 and 23 shall survive any termination of this Agreement. [Signatures appear on the following page.]

In WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

APPROVED ON BEHALF OF: THE SHIPYARD, LLC

APPROVED ON BEHALF OF: Dayton Metro Library

BY:
NAME:
TITLE:
DATE:

BY:
NAME:
TITLE:
DATE:

Scope of Work:

January 6, 2025

Fahlgren Mortine Scope of work

Objective

Fahlgren Mortine will assist with the development of Dayton Metro Library's communications plan; provide counsel and support as needed for various communications needs; and administer on-camera media training for branch managers and directors.

Deliverables

Communications Plan - \$25,000 Research, assessment and development of a communications plan to protect and preserve Dayton Metro Library's reputation with its various stakeholders.

Small Group Media Training Sessions - \$16,500 On-camera mock interviews and post-session reports. (Directors and 5 branch manager sessions)

On-Call Communications Counsel and Support - \$3,000 Counsel and support as needed for various communications needs; might include developing topical messages; communications materials or advising on strategy and approach.

Timeline

Feb. 24: Determine the invite list for Small Group Media Training Sessions

March 3: Schedule media trainings for directors and five group branch manager media trainings.

April 1: Begin Communications Plan research and assessment.

April 15 – June 30: Communications Plan development

July 1: Communications Plan finalized

**ON-Call Communications Counsel and Support: As necessary.*

The Neon:

THE NEON and ThinkTV are once again in the planning stages for presenting THE FAMILY SUMMER FILM FEST- a 6-week series of fun, educational programming to help prevent the "summer slide" for elementary-aged children. I'm writing today in hopes of getting DML's partnership for a fourth year. We want to continue to offer this programming for free to everyone in the community, and that's why I'm hoping you'll be able to partner with us once again.

We are planning 6 consecutive weeks beginning on Saturday, June 14 at 11:00am. During each of the 6 weeks, we will have tabling opportunities in the lobby for your organization to offer literature for upcoming events, swag and/or books for attendees. We will plan to utilize DML produced videos (perhaps the "Ms. Winne read-along shorts") at the start of each program and

then play approximately 45-55 minutes of PBS Kids material (which will be episodic in nature in case some attention spans end up being too short). After each screening, attendees will then head to our patio for a hands-on activity (one week might be friends from Dayton Metro Parks and another week might be an org with puppies talking about caring for pets). We're very excited that THE NEON will be installing an awning over our patio this year. This will allow programming to proceed that is less reliant on perfect weather.

In order to market the series, ThinkTV will produce a preview that will play at THE NEON before our traditional engagements (as well as on Channel 16) for several weeks before the festival. The preview will notify the community of the dates and times of our programming and will also highlight our partners. In addition, we will reach out to schools, summer camps, Big Brothers/Big Sisters, and numerous other organizations to help spread the word. During the last couple years, we saw most weeks drawing 80+ attendees (sometimes well over 100). We're hoping to see continued growth this year.

In 2024, the Library was able to contribute \$2,500. If you're able to partner with us at this level again, that would be truly great news.

Many thanks for considering this partnership once again.

Jonathan McNeal, Manager

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, March 19, 2025, 4:00 p.m.

PRESENT: David Williamson, Carl Kennebrew, Nolan Thomas, Sara Woodhull (out at 5:49), Kelly Geers, Myla Cardona-Jones (out at 6:00), Shannon Isom

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:00 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by Ms. Woodhull, seconded by Ms. Isom, the minutes of the Board meeting of February 19, 2025 were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by Ms. Isom, seconded by Ms. Geers, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Kristen Allen-Vogel, Information Services Librarian, Information Services, Claudine Bennett, External Relations Manager, External Relations, Allison Knight, Youth Services Director, Youth Services, Bradley Kuykendall, Floater Manager, Public Services, Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, Jordan Ostrum, LGBTQIA+ Services Specialist, Department for Community Impact and Engagement, and Laurel Spangler, Floating Information Services Assistant, Public Services, to attend “ALA Annual Conference and Exhibition,” sponsored by the American Library Association, and held in Philadelphia, PA from June 26, 2025 to June 30, 2025. It is further recommended that registration in the amount of \$430.00 each, airfare in an amount not to exceed \$441.00 each, ground transportation in an amount not to exceed \$72.00 each, parking in an amount not to exceed \$50.00 each, lodging in an amount not to exceed \$1,300.00 each, and meals in an amount not to exceed \$272.00 each be reimbursed by the Board.

Ken Conrad, Systems Manager, Information Technology Services, and Dan Knight, Network Systems Administrator, Information Technology Services, to participate in the virtual “Fundamentals of Cisco Firewall Threat Defense and Intrusion Prevention” on-demand webinar sponsored by New Horizons. It is further recommended that registration in the amount of \$4,000.00 each be reimbursed by the Board.

Westly Davis, Fiscal Officer/Finance Director, Finance, to attend the “CPIM Public Library Fiscal Officer Conference” being sponsored by OLC and held in Lewis Center, OH from May 1, 2025 through May 2, 2025. It is further recommended that registration in the amount of \$225.00, mileage in the amount of \$114.10, lodging in the amount of \$197.67, and meals in the amount of \$68.00 be reimbursed by the Board.

Kelly Geers, Dayton Metro Library Board of Trustees, Nolan Thomas, Dayton Metro Library Board of Trustees, Jeffrey Trzeciak, Executive Director, Executive Administration, David Williamson, Dayton Metro Library Board of Trustees, and Sara Woodhull, Dayton Metro Library Board of Trustees, to attend the “OLC Southwest Ohio Trustee Lunch” sponsored by OLC and held in West Chester, OH on April 24, 2025. It is further recommended that registration in the amount of \$50.00 each, and mileage in the amount of \$50.40 each be reimbursed by the Board.

Victoria Hix, Staff Development Assistant, Human Resources, to participate in the “Make Trainings Enjoyable!” workshop sponsored by the Association for Talent Development and held in Dayton, OH on March 14, 2025. It is further recommended that registration in the amount of \$25.00 be reimbursed by the Board.

Steve Moser, Teen Services Librarian, Trotwood Branch Library, to attend “Take 5: Let’s Talk- A Teen Services Event” being sponsored by the State Library of Ohio and held in Chillicothe, OH on May 2, 2025. It is further recommended that registration in the amount of \$30.00 and mileage in the amount of \$108.80 be reimbursed by the Board.

Brittany Townsend, Safety and Protective Services Officer, Safety and Protective Services, to attend the “CPR First Aid” training being sponsored by Focus Health and held in

Dayton, OH on March 26, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENTS

Alvin Jordan, Social Media Specialist, full-time, Grade 10, External Relations, effective March 9, 2025 at the rate of \$22.06 per hour.

Manvir Kaur, Accountant, full-time, Grade 11, Finance, effective March 9, 2025 at the rate of \$30.00 per hour.

Brittany Townsend, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 9, 2025 at the rate of \$19.00 per hour.

Samuel Wildman, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services. Effective March 23, 2025 at the rate of \$19.00 per hour.

CHANGE IN LOCATION

Ann Crichton, Community Development Manager, full-time, Grade S07, Department for Community Impact and Engagement, from Community Development Manager, full-time, Grade S07, Community Development, effective March 9, 2025 at the rate of \$31.2939 per hour.

Camille Hall, Business Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Business Services Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$25.48 per hour.

Jessica Hunter, Nonprofit Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Nonprofit Services Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$28.48 per hour.

Keilani Judkins, Older Adult Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Older Adult Services Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$24.98 per hour.

Yasmine Lajimi, Community Wellness Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Community Wellness Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$24.98 per hour.

Jordan Ostrum, LGBTQIA+ Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from LGBTQIA+ Services Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$29.47 per hour.

Gabriela Pickett, Newest American Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Newest American Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$28.48 per hour.

CHANGE IN LOCATION, CHANGE IN TITLE

Megs Francis, Community Impact and Engagement Assistant Director, full-time, Grade S08, Department for Community Impact and Engagement, from Assistant Equity, Diversity and Inclusion Director, full-time, Grade S08, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$31.5515 per hour.

Dr. Karlos L. Marshall, Community Impact and Engagement Director, full-time, Grade S11, Department for Community Impact and Engagement, from Equity, Diversity and Inclusion Director, full-time, Grade S11, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$51.3760 per hour.

Robert Owens, Community Impact and Engagement Manager, full-time, Grade S07, Department for Community Impact and Engagement, from Racial Equity Manager, full-time, Grade S07, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$31.2000 per hour.

LEAVE WITHOUT PAY

Chandler Johnson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective February 6, 2025 for 23.63 hours for illness.

Ariel Parker, Floating ISA, full-time, Grade 08, Public Services, effective April 10, 2025 for 64.00 hours for vacation.

Khaurice Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 25, 2025 for 0.10 hours for personal reasons.

PROMOTION

Subrina Thompson, Patron Services Assistant Manager, full-time, Grade S05, Patron Services, from Senior Patron Services Assistant, full-time, Grade 06, Patron Services, effective March 23, 2025 at the rate of \$22.7861 per hour.

RESIGNATION

Naomi Boyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective February 27, 2025.

Theresa Callen, Elementary Age Coordinator, full-time, Grade 12, Youth Services, effective February 12, 2025.

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 17, 2025.

RETIREMENT

Miriam Adams, Children Services Librarian, full-time, Grade 11, West Branch Library, effective March 31, 2025, after more than 20 years of service.

TERMINATION

Brett Martinez, Information Services Assistant, Substitute, Grade Sub08, Equity, Diversity and Inclusion, effective February 28, 2025.

TUITION REIMBURSEMENT

It was recommended that the Board approve reimbursement for the following individuals for the course indicated once it has been completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tracy Borders, Information Services Assistant-Tech Emphasis, Huber Heights Branch Library, for the course "Information Resources and Services," 3.0 credit hours, Indiana University- Indianapolis, at a cost of \$1,664.08 for a total of \$1,664.08.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course "Leadership in Libraries and Information Centers," 3.0 credit hours Kent State University, at a cost of \$2,542.00 for a total of \$2,542.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course "Introduction to Research," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,497.50, and the course "Materials for Youth," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,497.50, for a total of \$2,995.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course "Materials for Youth," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,477.50, and the course "Design for Informal Learning Environment," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,477.50, for a total of \$2,955.00.

Seth Patrick, Children's Services Librarian, Huber Heights Branch Library, for the course "Special Topics in LIS: Beyond Books," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, and the course "Special Topics in LIS: Intro to Makerspaces," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, and the course "Special Topics in LIS: Library IT Fundamentals," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, for a total of \$6,624.00.

GIFTS AND GRANTS

The following Gifts and Grants were approved by the Board.

GIFTS

\$50.00 from Joellyn Bashford on February 18, 2025.

\$50.00 from Taylor Lewis on February 19, 2025.

\$50.00 from Marisa Parmer on February 24, 2025.

\$100.00 from John Brooks on February 25, 2025.

GRANTS

Dayton Metro Library received no new grants since the January 2025 meeting.

CONTRACTS AND AGREEMENTS

The following contracts and agreements were approved by the Board.

Dayton Contemporary Dance Company:

Proposal for Ticket Purchase:

Dayton Contemporary Dance Company April 2025 Performances Between Dayton Contemporary Dance Company (DCDC) & Dayton Metro Library (DML)

1. Introduction Dayton Contemporary Dance Company (DCDC) is pleased to offer Dayton Metro Library (DML) the opportunity to provide its patrons with access to our upcoming performances of FANTASTIC FORWARDS. This partnership aims to broaden audience reach, introduce dance to new demographics, and reinforce our strong connection with Dayton Metro Library as a key community partner.

2. Performance Details

- Performance: FANTASTIC FORWARDS
- Dates & Times:
 - Saturday, April 26, 2025, at 7:30 PM
 - Sunday, April 27, 2025, at 4:00 PM
- Venue: Victoria Theatre, Dayton, OH
- Number of Tickets: 20 C-Level tickets per performance (40 tickets total)

3. Ticket Purchase by DML

- Ticket Price: \$10 per ticket
- Total Purchase Price: \$400 (40 tickets x \$10)
- Payment Terms: Payment is due no later than April 10, 2025, or prior to the public promotion of the ticket offer.

4. Ticket Distribution

- DML will not handle physical tickets. Patrons must contact Dayton Live directly to select their seats.
- Dayton Live will be informed of this agreement and prepared to handle calls from library patrons regarding these tickets.

- DML will have full discretion in promoting and distributing the tickets through a raffle, email blast, or other suitable method.
- Once tickets have been distributed to patrons, Dayton Metro Library will not be held responsible for any issues related to ticket usage or redemption.
- For any ticketing issues, patrons can contact Michael Green, Marketing Director of DCDC, at mgreen@dcdc.org or call 937-228-3232 M—F 10 AM–5 PM. office: 937 228 3232 dayton contemporary dance company 840 germantown street, dayton, oh 45402

5. DCDC Responsibilities

DCDC will:

- Provide 20 C-Level tickets(valued at \$45 each) for each of the specified performances.
- Provide the main show image and description for DML's marketing team.
- Supply a folder of past performance clips and rehearsal footage for the world premieres featured in this concert.
- Provide contact information for Michael Green, Marketing Director, for ticketing issue resolution.
- Review marketing materials when possible to ensure accuracy and branding alignment.
- Inform Dayton Live of the ticket distribution plan.
- Offer additional benefits upon discussion, such as:
 - Inviting DML staff to observe an in-studio rehearsal.
 - Hosting a dancer meet-and-greet for ticket recipients.
- Extending invitations to future DCDC events.

6. Dayton Metro Library Responsibilities

DML will:

- Purchase the tickets for \$400.
- Promote the ticket offer to patrons.
- Share draft promotional materials with DCDC for review before public release.

7. Ticket Policy

Tickets are non-refundable. If a performance is canceled or rescheduled, DCDC will work with DML to determine an appropriate alternative solution.

8. Agreement & Signatures

Upon signature by both parties, this document serves as the formal agreement between Dayton Contemporary Dance Company and Dayton Metro Library regarding the purchase and distribution of tickets for Fantastic Forwards. Any amendments or modifications must be made in writing and agreed upon by both parties.

Signatures

Dayton Contemporary Dance Company

Signature:

Name:

Title:

Date:

Dayton Metro Library

Signature:

Name:

Title:

Date:

Fahlgren Mortine:

This **MASTER AGENCY SERVICE AGREEMENT** (this "Agreement") is made effective as of _____ and sets forth the terms and conditions under which **THE SHIPYARD, LLC**, a Delaware limited liability company with offices at 580 North Fourth Street, Suite 500 Columbus, Ohio 43215 (hereinafter referred to as "Agency") will provide services to Dayton Metro Library with offices at 215 E. 3rd Street, Dayton, Ohio (hereinafter referred to as "Client"). Agency and Client Is each a "Party" and are together the "Parties" to this Agreement.

WHEREAS, Client wishes to employ Agency as its agency of record to provide various advertising and marketing services, which may include strategy, planning, creative conception, content creation and production, web and mobile application development, data management and analytics, on-line and offline media planning and buying, account and project management services for Client; and

WHEREAS, Agency wishes to provide such services to Client, including, without limitation, through the Agency's Fahlgren Mortine division.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Agency and Client agree as follows:

1. Definitions.

A. "Approved Materials" means all Client Materials and all other materials, content, graphics, images, audio or video files, text, data or information approved by Client for use by Agency in connection with its performance of the Services.

B. "Deliverable(s)" means tangible work product specified in a Statement of Work to be created by Agency and delivered to Client as prescribed in such Statement of Work, excluding any Agency Technical Elements and third party components that may be embedded in or utilized in the delivery or presentation thereof.

C. "Client Materials" means all materials, content, graphics, images, audio or video files, text, data or information furnished by Client to Agency in connection with Agency's performance of the Services.

D. "Service(s)" means those specific activities to be performed by Agency as prescribed in a Statement of Work.

E. "Statement of Work" (also "SOW") means a written statement executed by the Parties which describes in detail the nature, scope and duration of and fees and costs (including any ThirdParty Provider fees, commissions or costs) for any Services and/or Deliverables to be provided under the terms of this Agreement.

F. "Third-Party Provider(s)" means any media or production company or other vendor providing services as an independent contractor to Agency, on behalf of the Client, in connection with the Services.

2. Agency Services. Subject to Client's fulfillment of its obligations under this Agreement, Agency shall provide the Services and Deliverables set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("SOW No.1") and in any subsequent SOW executed by the Parties (which shall be numbered sequentially and subject to the terms hereof).

3. Agency Appointment and Authorization. Client hereby appoints and authorizes Agency to act as Client's agent in purchasing any media, production and other services and materials from Third-Parties that may from time to time be required pursuant to an SOW, subject to the conditions and limitations set forth in Section 6 of this Agreement. Agency's authority to act as Client's agent pursuant to any SOW shall terminate upon termination of this Agreement or the applicable SOW.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 10 hereof (the "Term").

5. Compensation for Services. In consideration for Agency's performance of the Services and creation and delivery of Deliverables under this Agreement, Client shall pay Agency's fees and reimburse Agency's expenses as set forth in the applicable SOW and, except as otherwise provided therein, in keeping with the following:

A. Agency shall be compensated by Client for all media planning, buying, analysis and experimentation services at commission rates or fees at the rates set forth in the applicable SOW.

B. Agency billings for Third-Party Provider media, production and other out-of-pocket and reimbursable expenses shall not exceed aggregate budgets set forth in the applicable SOW, if any, without Client's prior written approval.

C. Except as otherwise provided in an SOW, Agency will submit and Client will pay invoices for fees and expenses due hereunder as follows. On or about the first business day of each month or as reasonably soon thereafter as practicable, Agency shall submit invoice(s) to Client for amounts known to be due and owing to Agency from Client for the preceding month (each a "Monthly Invoice"). Each Monthly Invoice shall include reasonable detail supporting the fees and expenses set forth therein. Client shall pay all undisputed fees and expenses in each Monthly Invoice and notify Agency in writing of the basis for disputing any fees or expenses therein (including all documentation relevant to such dispute) within thirty (30) days of the date of such Monthly Invoice.

D. If payment is not received within thirty (30) days from date of a Monthly Invoice, in addition to any other rights or remedies it may have, Agency may provide notice of breach and/or suspend the provision of Services and Deliverables to Client until all past due amounts owed by Client to Agency have been paid in full.

E. Agency shall bill a 2% Administrative Fee to Client on each invoice to provide for the proper day-to-day management of Client's account, which shall include the following services: travel to and from Client's location(s); color copy and print charges; telephone, fax, photocopy, video/film and tape storage charges; postage; document storage charges; account administrative services, such as preparation of Client invoices, issuing vendor payments, compliance and contract administration; courier and delivery charges. The 2% Administrative Fee shall be based only on the charges for the services specified on each Client invoice and do not apply to Outside Purchases (as defined below).

F. If no Administrative Fee is charged, Client shall reimburse Agency for the actual cost of all agency direct costs otherwise subject to the 2% Administrative Fee (outlined above in the preceding paragraph) incurred in providing services.

G. All purchases of third-party goods or services made on Client's behalf shall be estimated in advance, subject to a commission of 17.65% on the net cost of such purchases, and billed directly to Client. Examples of outside purchases include, but are not limited to: clipping, distribution and wire services; photography and cinematography; legal services authorized by Client; audio and video recording, duplication and talent fees; production negatives, duplicate films, photostats, proofs, etc.; art services provided by sources outside the Agency; all media; special purchases made on Client's behalf by Agency for which orders are placed and billed through Agency.

H. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency.

I. If Client pays via credit card, Agency shall pass through all credit card processing fees. That fee shall be based on total invoice charges including agency fees, direct costs and the out-of-pocket costs of outside purchases. Fees and expenses are due upon receipt. Wire or ACH payments can be set up; related fees must be paid by Client.

J. All local, state and federal taxes levied on materials and Services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

6. Confidentiality. Each of Client and Agency (for purposes of this provision, a "Receiving Party") agrees that it and Its employees, agents, and representatives shall not, without first obtaining the prior written consent in each instance of the other Party (for purposes of this provision, a "Disclosing Party"), disclose, make commercial or other use of (other than in furtherance of this Agreement), give or sell to any person, firm, corporation, or entity, any confidential or proprietary information received directly or indirectly from the Disclosing Party in the course of this Agreement, including data, reporting, computer applications, software, computer code, user interface designs, analytics delivery methods, inventions, formulas, systems, improvements, prices, discounts, business affairs, products, product specifications, statistical or mathematical processes, and know-how, the existence of this Agreement, technical information of any kind whatsoever, trade secrets and other confidential, secret or proprietary matters, that is identified by Disclosing Party as "Confidential" and/or "Proprietary," or which, under all of the circumstances, ought reasonably to be recognized and treated as confidential and/or proprietary, including this Agreement (collectively, the "Confidential Information").

Notwithstanding the foregoing, (i) Disclosing Party's Confidential Information shall not include information that: (a) was rightfully in a Receiving Party's possession prior to the time of disclosure of said information to it by the Disclosing Party (the "Time of Receipt") without restriction from a source under no obligation to either Client or Agency to maintain such information in confidence; (b) was in the public domain prior to the Time of Receipt; (c) entered the public domain after the Time of Receipt by any means other than an unauthorized act or omission on the part of the Receiving Party; (d) was supplied to Receiving Party after the Time of Receipt without restriction by a Third-Party Provider that is under no obligation to either Client or Agency to maintain such information in confidence; or (e) was independently developed by Receiving Party prior to the Time of Receipt; and (ii) Receiving Party may disclose Confidential Information of the Disclosing Party if and to the extent required to do so pursuant to court order, legal process or applicable law if the Receiving Party provides the Disclosing Party prompt notice of such requirement and a reasonable opportunity to obtain a protective order prior to such disclosure preventing or limiting same. Each Party shall maintain and protect the confidentiality of the Confidential Information of the other Party in a manner at least as

protective as the measures it uses with respect to its own Confidential Information of like type, but in no event using less than a reasonable degree of care.

Client's products shall be promoted under trademarks owned by or licensed to Client and are products which are either owned by Client and/or as to which Client has all lawful authority necessary to market and sell the products. Client represents and warrants that its trademarks, trade names and trade dress do not infringe on any intellectual property or product marketing rights of any other person or entity. Client further represents and warrants that the promotion of any Client product by Agency does not infringe on any intellectual property or product marketing rights of any other person or entity;

Upon termination of this Agreement or written request from Disclosing Party, Receiving Party shall, at Disclosing Party's discretion, promptly return or destroy of Disclosing Party's Confidential Information in Receiving Party's possession and confirm in writing that it has done so.

7. Use of Name and Logo in Client. The form and content of any public announcement to be made by one Party regarding this Agreement or the subject matter contained herein, shall be subject to the prior written consent of the other Party (which consent may not be unreasonably withheld), except as may be required by applicable law, in which event the other Party shall endeavor to give the other Party reasonable advance notice and review of any such disclosure. Notwithstanding the above, either Party may, in connection with its general marketing materials and without the consent of the other Party, list the name of the other Party in a non-descriptive fashion, in a list of the names of other similarly situated third parties with which such Party does business.

8. Intellectual Property

A. Existing Proprietary Rights. Except as otherwise provided herein or In an SOW, each of Client and Agency retains all existing patent rights, copyrights, trademarks, trade secrets, publicity rights and other proprietary rights and interests of any type (collectively, "Intellectual Property Rights"), including in any content, technology, methods, protocols, algorithms, software, user interfaces, databases, works of authorship, designs, inventions, brands, identifiers and other information, which such Party possesses as of the Effective Date. Further, notwithstanding anything to the contrary herein, Agency will retain all Intellectual Property Rights which it acquires or develops outside the scope of Its obligations under this Agreement.

B. Ownership of Deliverables by Client. Except as otherwise provided in an SOW, upon payment by Client for and delivery of a Deliverable, Client shall be the owner of all right, title and interest in and to such Deliverable. If any Agency Technical Elements and/or third party components are embedded or utilized in the delivery or presentation of any Deliverable, Agency will notify Client thereof and, if required by the applicable SOW, provide or procure on Client's behalf a license to use same to the extent necessary to enable Client to utilize such Deliverables.

C. Client Data. Client shall retain all rights in and responsibility and liability for all information, including personally-identifying information ("PII" or "Personal Information"), provided or made available or accessible to Agency by Client during the Term hereof ("Client Data"). Agency shall retain all rights, Including Intellectual Property Rights, in and to all systems and methods involved in processing and reporting data, including Client Data.

D. License. Subject to the other terms of this Agreement and any applicable SOW, Client hereby grants to Agency the right and license, for the Term of this Agreement, to use Client's Intellectual Property Rights and Client Data to provide Services, deliver Deliverables and otherwise fulfill Agency's obligations hereunder.

E. Analytics Access. Agency may provide Client with access to dashboards and/or performance analytics information if and as set forth in an SOW.

F. Data Privacy and Disclosure. Client (i) represents and warrants that Client has secured and possesses express written consent from all individuals whose Personal Information is accessible by or provided to Agency hereunder, authorizing Agency to access and use same in exercising Its rights and fulfilling its obligations under this Agreement; and (ii) covenants that Client will not provide or permit Agency to access any Personal Information from any individual who has not provided such express written consent. Client acknowledges and agrees that with respect to Personal Information hereunder: (i) Client is the "controller" and Agency is the "processor," as those terms are used in multiple data privacy laws (or "business" and "service provider," respectively, as those terms are used In the California Consumer Privacy Act); (ii) Client is solely responsible to make any disclosures required by applicable law to and secure any consents required by applicable law from individuals whose Personal Information may be provided to or accessed by Agency pursuant to this Agreement; and (iii) Client will promptly and timely notify Agency in writing of the cancellation or withdrawal of any consents required by applicable law from individuals whose Personal Information may be provided to or accessed by Agency pursuant to this Agreement .

G. Technical Elements and Licenses. The Deliverables may include software, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements"), including Technical Elements owned or developed by or for Agency prior to, or independently from, its engagement hereunder, together with any modifications or derivatives thereof or enhancements thereto (collectively, "Agency Technical Elements"). Agency retains exclusive ownership of all Agency Technical Elements and all Intellectual Property Rights therein. Furthermore, and notwithstanding anything to the contrary contained herein, Agency retains all rights to its general knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services but excluding any of the foregoing to the extent comprising or including Confidential Information of Client.

H. Agency hereby grants to Client, a perpetual, irrevocable, worldwide, fully-paid, royalty free, non-exclusive, non-transferable (except as otherwise permitted herein) license (with the right to sublicense) to utilize the Agency Technical Elements in conjunction with Client's receipt or use of the Services or the Deliverables for its internal business purposes only. Client hereby grants to Agency a perpetual, irrevocable, worldwide, fully-paid, royalty-free, non-exclusive license to use, copy, modify and sublicense, within the course of Agency's business, all Deliverables and any Technical Elements acquired or developed for Client hereunder.

9. Termination

A. Termination by Agency. Agency may terminate this Agreement:

B. For any reason or no reason, upon ninety (90) days advance written notice to Client; or

C. Immediately, if Client breaches any material term of this Agreement (specifically including by failing to make timely payment of any undisputed amount on an invoice) and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from Agency. In addition to the right to terminate this Agreement as provided above, Agency will retain all other rights and remedies available to it at law, in equity or under this Agreement, in event of Client's uncured breach hereof.

D. Termination by Client. Client may terminate this Agreement:

E. For any reason or no reason, upon ninety (90) days advance written notice to Agency; or

F. Immediately, if Agency breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from Client. In

addition to the right to terminate this Agreement as provided above, Client will retain all other rights and remedies available to it at law, In equity or under this Agreement, in event of Agency's uncured breach hereof.

G. Upon expiration or termination of this Agreement, Agency shall promptly invoice Client for all Services performed by Agency and commissions for authorized media spending that were not previously invoiced and Client will promptly pay Agency all undisputed amounts due, subject to which Agency shall assign to Client and Client shall assume all contracts entered Into by Agency with Third-Party Providers for Client's account. If any contract to be assigned pursuant to this Section cannot be assigned to Client, Agency may, at its sole discretion, continue to perform thereunder, in which event Client shall fulfill all of its obligations to Agency as to such unassigned contract(s), as though this Agreement had not been terminated.

H. Upon expiration or termination of this Agreement for any reason, each Party will promptly return or destroy all Confidential Information of the other Party as provided herein.

I. Rights and obligations under this Agreement that by their nature or effect are required or intended to remain in effect after the expiration or termination hereof (including payment by Client of all amounts due and owing to Agency) shall survive such expiration or termination of this Agreement.

10. Warranties.

A. Warranties and Covenants of Agency. Agency represents, warrants, and covenants that: (i) Agency is duly formed in its jurisdiction of organization and possess all requisite power, authority and capacity to fulfill Its obligations under this Agreement; (ii) the individual(s) executing the Agreement on behalf of Agency are fully authorized to bind Agency to its obligations hereunder; (iii) the Services will be performed in a professional, diligent, and workmanlike manner reflecting industry standards; (iv) Agency has, to the best of Its knowledge, all rights necessary to grant the rights in the Deliverables contemplated herein; and (v) Agency will endeavor to comply in all material respects with all applicable laws in connection with this Agreement.

B. Warranties and Covenants of Client. Client hereby represents, warrants and covenants that: (i) Client is duly formed in its jurisdiction of organization and possess all requisite power, authority and capacity to fulfill Its obligations under this Agreement; (ii) the individual(s) executing the Agreement on behalf of Client are fully authorized to bind Client to its obligations hereunder; (iii) Client owns all right, title, and interest in and to, or has full and sufficient right and authority to use and to authorize Agency to use in the manner contemplated by this Agreement all Client Materials, and will not furnish Client Materials to Agency absent such right and authority; (iv) Approved Materials will not infringe or violate any third party's Intellectual Property Rights or include anything which is false, defamatory, unlawful or injurious to the rights of any third party; (v) Client will reimburse Agency for all payments to Third-Party Providers made by Agency on Client's behalf hereunder; (vi) Client will comply in all material respects with all applicable laws in connection with this Agreement; (vii) Client's products shall be promoted under trademarks owned by or licensed to Client and are products which are either owned by Client and/or as to which Client has all lawful authority necessary to market and sell the products; (viii) Client represents and warrants that its trademarks, trade names and trade dress do not infringe on any intellectual property or product marketing rights of any other person or entity; (ix) Client further represents and warrants that the promotion of any Client product by Agency does not infringe on any intellectual property or product marketing rights of any other person or entity

C. Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS. THIS SECTION 11 SETS FORTH AGENCY'S SOLE AND EXCLUSIVE WARRANTIES

CONCERNING SERVICES, DELIVERABLES AND AGENCY'S PERFORMANCE UNDER THIS AGREEMENT, WHICH ARE MADE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND/OR REPRESENTATIONS, EXPRESS OR IMPLIED. AGENCY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ARISING FROM COURSE OF TRADE OR OTHERWISE. AGENCY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE ERROR-FREE, OPERATE WITHOUT INTERRUPTION OR SATISFY CLIENT.

11. Indemnification.

A. Indemnification by Agency. Agency will defend, indemnify and hold harmless Client and its shareholders, directors, officers, employees, agents, and representatives from and against any and all third party claims, liabilities, costs, expenses, damages, taxes, deficiencies, losses, or other obligations of any kind or nature (including reasonable attorneys' fees and other costs and expenses of litigation) (collectively, "Losses") that any of them incurs arising out of or resulting from: (i) the gross negligence or willful misconduct of Agency which results in personal injury or death of any person or the loss of or material damage to real or tangible personal property; (ii) any violation of law by Agency; and (iii) Agency's unauthorized use or disclosure of Client's Confidential Information

B. In addition to the foregoing, if any Service or Deliverable is held or, in Agency's sole opinion, is likely to be held to infringe or violate any third party's Intellectual Property Rights, Agency shall inform Client thereof and, at Agency's sole expense and option (a) procure the right for Client to continue using such Service or Deliverable, (b) replace or modify such Service or Deliverable so as to render it non-infringing, (c) defend, indemnify and hold harmless Client 8 MASTER SERVICE AGREEMENT from Losses resulting from such claim, or (d) terminate this Agreement and provide a pro rata refund to Client of any fees pre-paid for such Service or Deliverable and not yet used. The foregoing constitutes Client's entire and exclusive remedy and Agency's sole liability with respect to any actual or likely infringement or violation of any third party's Intellectual Property Rights by Agency or by any Service or Deliverable.

C. Notwithstanding the foregoing or anything to the contrary in this Agreement or any SOW, Agency will have no duty of indemnification or other obligation hereunder for or in connection with any third party's claim based in whole or in part on (1) any act or omission by Client in violation of its obligations under this Agreement, (2) any Approved Materials or either Party's use thereof, (3) any modification of any Service or Deliverable made by Client or at Client's request, or (4) the combination of any Service or Deliverable with any product, service or element not provided by Agency.

D. this Agreement ("Indemnitee") shall promptly provide written notice thereof to the other Party ("Indemnitor"), tender the defense of such claim to Indemnitor and cooperate fully, at Indemnitor's expense, in the defense or settlement thereof. If Indemnitor accepts Indemnitee's request for indemnification hereunder, Indemnitor may defend or settle such claim, at its sole discretion, provided that Indemnitor will agree to no settlement terms imposing equitable obligations or limitations on Indemnitee without the latter's written consent, which may not unreasonably be withheld.

12. Limitations of Liability.

A. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY (NOR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EQUITY HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR LICENSORS) WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL,

INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS BY REASON OF COST OF CAPITAL OR LOSS OF DATA, CONNECTED WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, VIOLATION OF LAW OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE PARTY SOUGHT TO BE HELD LIABLE WAS ADVISED OF THE POSSIBILITY THEREOF.

B. Limitation. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY CONNECTED WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY CLIENT TO AGENCY UNDER THE APPLICABLE SOW(S) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

C. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 OF THIS AGREEMENT SHALL NOT APPLY TO OR LIMIT DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES CONNECTED WITH, ARISING OUT OF, OR RELATING TO (i) ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7 HEREOF, (ii) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 HEREOF, OR (iii) ANY ACT OR OMISSION OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD BY EITHER PARTY.

D. Mitigation. Each Party has a duty to mitigate any costs, damages and/or Losses that may otherwise be recoverable from the other Party pursuant to this Agreement (including via indemnification pursuant to Section 12) by taking reasonable and appropriate actions to reduce or limit the amount of such costs, damages or Losses. 9 MASTER SERVICE AGREEMENT

13. Force Majeure. Neith Party shall be deemed to be in breach of this Agreement or liable as a result of any delay, failure or interruption in performance hereunder resulting directly or indirectly from any fire, earthquake, catastrophe, natural disaster, act of God, act of civil or military authority, civil disturbance, war, strike or other labor dispute, epidemic, pandemic, transportation or telecommunication disruption, Internet interruption, act or order of any government agency or other circumstance beyond such Party's reasonable control (each a "Force Majeure Event"). The time for such excused delay, failure, or interruption of performance shall be equal to the duration of the Force Majeure Event, provided that the non-performing Party employs commercially reasonable efforts to resume its performance. If Agency is not able to perform its obligations hereunder due to a Force Majeure Event for more than thirty (30) consecutive days, Client shall have the right to terminate this Agreement and any applicable SOW, subject to Client's contemporaneous payment of all undisputed fees and expenses incurred through the date of termination.

14. Governing Law, Jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio without regard to conflicts of law principles. Any legal action over a dispute between the Parties regarding this Agreement or the subject matter hereof may be brought only in a state or federal court sitting in Columbus, Ohio and the Parties hereby submit to the personal jurisdiction of such courts and waive any objection to venue therein.

15. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment in violation thereof shall be void. Notwithstanding the foregoing, Agency may delegate or subcontract portions of the work to be performed under this Agreement to a qualified Third-Party Provider.

16. Entire Agreement; Modification. This Agreement, including all applicable SOWs, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating thereto, including, without limitation, any agreement with any predecessor of the Agency. No modifications, amendments, or supplements to this Agreement or any SOW shall be effective for any purpose unless agreed upon in writing and signed by both Parties. In the event of any conflict between the terms of this Agreement and any SOW, the latter shall take precedence.

17. Severability. In the event that any clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining clauses and provisions hereof shall remain in full force and effect.

18. Waiver. The failure, delay or omission of either Party to enforce any right, term or condition under this Agreement shall not be construed as a waiver thereof nor of any subsequent right to enforce same or any other right, term or condition hereunder.

19. Notices. Any notice, request, demand, or other communication from one Party to the other Party required or permitted to be given under this Agreement shall be (a) delivered in person; (b) sent by overnight service (delivery confirmation required); or (c) transmitted via facsimile or e-mail (receipt confirmation required) and effective on the date of receipt. Notices shall be sent as follows: Notices to Agency: Name: Matt Bruot Title: CFO Org: The Shipyard, LLC Address 580 N. 4th St., Columbus, Ohio 43215 E-Mail: mbruot@theshipyard.com Fax: (614) 111-1111 Notices to Client: Name: Debi Chess Title: External Relations and Development, Director Org: Dayton Metro Library Addresses: 215 E. 2nd Street, Dayton, Ohio 45402 E-Mail: dchess@daytonmetrolibrary.org Fax: N/A Parties may change such notice addresses upon written notice as provided herein.

20. Miscellaneous. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions. Each individual executing this Agreement on behalf of a Party represents that such individual has authority to act on behalf of, and that this Agreement is binding on, such Party. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Agreement may be executed electronically via DocuSign.

21. Insurance. Agency agrees to maintain Commercial General Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence. Agency shall also maintain Professional Liability insurance, including media/cyber liability with limits of liability not less than \$500,000.00 per occurrence.

22. Non-Solicitation/No-Hire. Neither Party shall solicit or hire, in any capacity whatsoever, any of the other Party's employees during the Term of this Agreement and for a period of one year (1) thereafter, without the express written consent of the other Party.

23. Survival. Sections 1, 5, 6, 8, 9, 11, 12, 14, 17, 19, 20, 22 and 23 shall survive any termination of this Agreement. [Signatures appear on the following page.]

In WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

APPROVED ON BEHALF OF: THE SHIPYARD, LLC

APPROVED ON BEHALF OF: Dayton Metro Library

BY:
NAME:
TITLE:
DATE:

BY:
NAME:
TITLE:
DATE:

Scope of Work:

January 6, 2025

Fahlgren Mortine Scope of work

Objective

Fahlgren Mortine will assist with the development of Dayton Metro Library's communications plan; provide counsel and support as needed for various communications needs; and administer on-camera media training for branch managers and directors.

Deliverables

Communications Plan - \$25,000 Research, assessment and development of a communications plan to protect and preserve Dayton Metro Library's reputation with its various stakeholders.

Small Group Media Training Sessions - \$16,500 On-camera mock interviews and post-session reports. (Directors and 5 branch manager sessions)

On-Call Communications Counsel and Support - \$3,000 Counsel and support as needed for various communications needs; might include developing topical messages; communications materials or advising on strategy and approach.

Timeline

Feb. 24: Determine the invite list for Small Group Media Training Sessions

March 3: Schedule media trainings for directors and five group branch manager media trainings.

April 1: Begin Communications Plan research and assessment.

April 15 – June 30: Communications Plan development

July 1: Communications Plan finalized

**ON-Call Communications Counsel and Support: As necessary.*

The Neon:

THE NEON and ThinkTV are once again in the planning stages for presenting THE FAMILY SUMMER FILM FEST- a 6-week series of fun, educational programming to help prevent the "summer slide" for elementary-aged children. I'm writing today in hopes of getting DML's partnership for a fourth year. We want to continue to offer this programming for free to everyone in the community, and that's why I'm hoping you'll be able to partner with us once again.

We are planning 6 consecutive weeks beginning on Saturday, June 14 at 11:00am. During each of the 6 weeks, we will have tabling opportunities in the lobby for your organization to offer literature for upcoming events, swag and/or books for attendees. We will plan to utilize DML produced videos (perhaps the “Ms. Winne read-along shorts”) at the start of each program and then play approximately 45-55 minutes of PBS Kids material (which will be episodic in nature in case some attention spans end up being too short). After each screening, attendees will then head to our patio for a hands-on activity (one week might be friends from Dayton Metro Parks and another week might be an org with puppies talking about caring for pets). We’re very excited that THE NEON will be installing an awning over our patio this year. This will allow programming to proceed that is less reliant on perfect weather.

In order to market the series, ThinkTV will produce a preview that will play at THE NEON before our traditional engagements (as well as on Channel 16) for several weeks before the festival. The preview will notify the community of the dates and times of our programming and will also highlight our partners. In addition, we will reach out to schools, summer camps, Big Brothers/Big Sisters, and numerous other organizations to help spread the word. During the last couple years, we saw most weeks drawing 80+ attendees (sometimes well over 100). We’re hoping to see continued growth this year.

In 2024, the Library was able to contribute \$2,500. If you’re able to partner with us at this level again, that would be truly great news.

Many thanks for considering this partnership once again.

Jonathan McNeal, Manager

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

Alicia Payne addressed the Board concerning the Library’s policy for hoodies not to be worn up whilst in the Library. She stated that this rule feels racially biased, and noted that her kids have been made uncomfortable by the rule. She feels that there are many stereotypes associated with hoodies, particularly concerning African-Americans and impoverished communities. She encouraged the Library to do research, and urged a reconsideration of the policy.

Jessica Drake asked that the Board reconsider the decision not to display cultural flags year-round. She stated that she has a trans person in her family, and shared that the Library has made her and her family member feel safe and valued at a time when that was not always the case elsewhere. She said it is extremely painful to lose the flags at this particular time. She shared a non-fiction book from the collection that states the Pride flag represents hope. She feels it is important that hope not be taken away from this community. She said that by taking down flags at this time, it feels like the government is being shown that such people do not matter, and they do not deserve hope, which she strongly disputes. As members of the community, they are represented by and served by the Library as well.

Marissa Whitener discussed the importance of diversity flags being flown in the Library. She stated that libraries are more than repositories of knowledge, they are symbols of inclusivity, learning and community. By flying diversity flags, a powerful message is sent that everyone is welcome, regardless of race, gender, sexual orientation, or background. The flags represent visibility and acceptance, and remind people that diversity is not an abstract concept but a lived experience. She said that they can provide moments of validation and reminders to marginalized people that they belong. She said that these moments can make a huge difference. The flags can also encourage conversation and honor the experiences of marginalized communities. Flags are more than just symbols, they create a space where everyone feels seen, valued and empowered.

Shannon Hanf shared that she is not from Dayton, but feels that she is part of the community, having spent most of her career in social work in Dayton. She shared that she has referred countless citizens to the Library, including immigrants and refugees for English courses and other programs, HIV positive people for information about their diagnosis, gay and trans people for meeting spaces, and many more. She felt comfortable making such referrals knowing that the Library was a safe space for all. She feels that a “but” has now been added to the sentence “all are welcome here.” She asks that the decision be reconsidered and the flags again be displayed. She feels the public display is a strong statement of the institution’s values.

Ann Hufford requested that the Library reconsider the decision not to showcase cultural flags year-round. She shared that she has a family member who has been negatively impacted by the decision, and urged reconsideration. She said that it is hard enough for particularly trans individuals to feel included. She said it can feel that the world seems to want to erase such people, and says the loss of such a public show of support feels huge. She appreciates the Board’s consideration and time.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for February 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

He also provided an update regarding the extension on the Hinkle Report, which only needs one final review prior to submission.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|--------------|---------------|----------------------|--------------------------|---------------------|--------------|
| 2/7/2025 | RE Taxes | 1,162,229.87 | 803,986.42 | 358,243.45 | |
| 2/13/2025 | PLF | 1,927,318.64 | 1,927,318.64 | - | |
| 2/14/2025 | RE Taxes | 2,802,640.72 | 1,968,416.53 | 834,224.19 | Debt Service |
| 2/21/2025 | RE Taxes | 5,186,383.40 | 3,600,300.30 | 1,586,083.10 | Debt Service |
| 2/28/2025 | RE Taxes | 591,892.57 | 411,859.67 | 180,032.90 | Debt Service |
| Total | | 11,670,465.20 | 8,711,881.56 | 2,958,583.64 | |

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the February 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

FINAL APPROPRIATION RESOLUTION

Enclosed with the Agenda was the recommended Final Appropriation Resolution for 2025 that was prepared in accordance with the Chart of Accounts required by the Auditor of State and based on the amended Official Certificate of Estimated Resources requested from the Montgomery County Budget Commission.

On a motion by Ms. Isom, seconded by Ms. Geers, the Board adopted the following Resolution:

BE IT RESOLVED by the Board of Library Trustees of the Dayton Metro Library, Montgomery County, Ohio, that, to provide for the current expenses and other expenditures of said Board of Library Trustees, during the fiscal year ending December 31, 2025, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made during the said year.

Final Appropriation for 2025

GENERAL FUND

| | |
|--|----------------------------|
| 1000 - Salaries and Benefits | \$27,853,200 |
| 2000 – Supplies | \$896,115 |
| 3000 - Purchased Services | \$7,522,925 |
| 4000 - Library Materials & Information | \$5,472,000 |
| 5000 - Capital Outlay | \$807,600 |
| 6000 - Debt Service | \$0 |
| 7000 - Other Objects | \$181,455 |
| 8000 – Contingency | \$0 |
| 9000 – Transfer Out | \$0 |
| Total General Fund Appropriations | <u>\$42,733,295</u> |

SPECIAL REVENUE FUND

| | |
|---|-------------------------|
| 2000- Supplies | \$0 |
| 3000- Purchased Services | \$137,164 |
| 5000- Capital Outlay | <u>\$285,079</u> |
| Total Special Revenue Appropriations | <u>\$422,243</u> |

DEBT SERVICE FUND

| | |
|---|----------------------------|
| 3000 - Purchased Services | \$220,000 |
| 6000 – Debt Service | <u>\$10,064,462</u> |
| Total Debt Service Fund Appropriations | <u>\$10,284,462</u> |

BUILDING & REPAIR FUND

| | |
|---------------------------|-----|
| 3000 - Purchased Services | \$0 |
| 5000 - Capital Outlay | \$0 |
| 7000 – Miscellaneous | \$0 |

| | |
|--|---------------------------|
| 9000- Transfer Out | <u>\$3,000,000</u> |
| Total Building & Repair Fund Appropriations | <u>\$3,000,000</u> |

TAXABLE CONSTRUCTION FUND

| | |
|---|-------------------|
| 2000 – Supplies | \$ 0 |
| 3000 - Purchased Services | \$0 |
| 5000 - Capital Outlay | \$0 |
| 7000 - Miscellaneous | <u>\$0</u> |
| Total Taxable Construction Fund Appropriations | <u>\$0</u> |

| | |
|---------------------------------------|----------------------------|
| Total All Funds Appropriations | <u>\$56,440,000</u> |
|---------------------------------------|----------------------------|

A **roll call vote** was taken as follows:

Ms. Isom: Aye
 Ms. Geers: Aye
 Ms. Woodhull: Aye
 Mr. Kennebrew: Aye
 Mr. Thomas: Aye
 Mr. Williamson: Aye
 Ms. Cardona-Jones: Aye

Ayes: All
 Nays: None

BANKING SERVICES RESOLUTION

The Executive Director recommended the Board approve the Banking Services Resolution with Star of Ohio, as enclosed in the Board packets.

On a motion by Ms. Woodhull, seconded by Ms. Cardona-Jones, the motion was approved.

Ayes: All
 Nays: None

BANKING SERVICES RESOLUTION

The Executive Director recommended the Board approve the Banking Services Resolution with Fifth Third Bank, as enclosed in the Board packets.

On a motion by Ms. Woodhull, seconded by Ms. Cardona-Jones, the motion was approved.

Ayes: All
 Nays: None

EXECUTIVE DIRECTOR’S REPORT

Allison Knight, Youth Services Director, shared a presentation detailing Library Card Signup Day.

The first of these events occurred in 2023. Prior to covid-19, DML had been in the habit of having a day at the end of Summer Challenge designed to encourage library card registrations, though this has been shifted a kickoff event prior to Summer Challenge, in order to help increase awareness of the Challenge itself. The 2023 and 2024 Library Card Signup Days were both held at the Boonshoft Museum of Discovery, first in conjunction with another library system, and then individually. The 2025 Library Card Signup Day will be held at the Dayton Art Institute on May 31st, and will feature the DML Bookmobile.

Josh Ashworth, Information Technology Services Director, shared a presentation regarding Artificial Intelligence. He noted that we are at the horizon of a new technological era, much like the dawn of the internet. The Library continues to monitor and inform patrons and staff about this rapidly changing landscape. This includes regular updates at internal Information Services Assistant meetings, and numerous programs offered to the public at branches across the system.

Ms. Isom asked Library leadership to consider marginalized communities in all of its literacy initiatives. She also asked when or if the system will again do the Big Read. A presentation to this effect will be delivered in a future Board meeting.

PUBLIC COMMENT POLICY

The Executive Director recommended passage of the following new policy:

I. POLICY

1. Dayton Metro Library and its Board of Trustees recognizes that feedback is vital and necessary in ensuring that the organization is responsive to patron concerns. The Board is committed to providing patrons with the opportunity to be heard, while also recognizing the need to conduct their meetings in a manner that is civil, productive, orderly and efficient.

II. REGULATIONS: RULES AND PROCEDURE FOR PUBLIC COMMENT

1. Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
2. Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
3. Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
4. Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.

5. Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
6. All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
7. Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
8. Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
9. In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the Board approved the Public Comment Policy.

Ayes: All

Nays: None

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will begin reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 101- Code of Professional Conduct" in advance of this meeting, as it was the policy for discussion. Rachel Gut, Deputy Executive Director, facilitated a review of this policy. At President Williamson's request, a revised version of this policy will be added to the April 16, 2025 meeting agenda, under "Old Business."

It is recommended that the Board review "Policy AD 103- Digital Video Security Cameras" in advance of the April 16, 2025 meeting.

NEW BUSINESS

There was no New Business brought before the Board.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, April 16, 2025 at 4:00 p.m. in the Board Room at the Main Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of public employees.

Mr. Thomas made a motion for the Board to enter into Executive Session, Mr. Williamson seconded.

A **roll call** vote was taken as follows:

Ms. Isom: Aye
Ms. Geers: Aye
Ms. Woodhull: Aye
Mr. Kennebrew: Aye
Mr. Thomas: Aye
Mr. Williamson: Aye
Ms. Cardona-Jones: Aye

Ayes: All
Nays: None

Ms. Woodhull left the meeting at 5:49.
Ms. Cardona-Jones left the meeting at 6:00.

The Board entered Executive Session at 5:16 p.m. and returned to open session at 6:34 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by Mr. Kennebrew, seconded by Mr. Thomas, the Board adjourned at 6:34 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, April 16, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the March 19, 2025 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. GIFTS AND GRANTS

It is recommended that the Board approve the gifts and grants as listed at the end of the agenda.

D. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

1. Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
2. Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
3. Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
4. Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
5. Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
6. All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
7. Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
8. Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
9. In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. **MONTHLY FINANCIAL REPORT - ACTION**

The Monthly Financial Report for March 2025 will be reviewed by the Fiscal Officer.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|----------------------|----------------------|---------------------------------|--------------------------|---------------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 3/14/2025 | PLF | 1,511,800.25 | 1,511,800.25 | | |

| | | | |
|--------------|----------------------------|----------------------------|-----------------|
| Total | <u>1,511,800.25</u> | <u>1,511,800.25</u> | <u>-</u> |
|--------------|----------------------------|----------------------------|-----------------|

7. BANKING SERVICES RESOLUTION

It is recommended that the Board approve the Banking Services Resolution with Huntington Bank, as enclosed in the Board Packets.

8. BANKING SERVICES RESOLUTION

It is recommended that the Board approve the Banking Services Resolution with Chase Bank, as enclosed in the Board Packets.

9. EXECUTIVE DIRECTOR'S REPORT – INFORMATION

The Executive Director will update the Board on current library programs and services.

- Debi Chess, External Relations and Development Director, and Claudine Bennett, External Relations Manager- Sharing Our Message

The Executive Director will introduce the following new managers and specialists:

- Alvin Jordan, Social Media Specialist

10. THE DAYTON POWER AND LIGHT COMPANY GRANT FOR ELECTRIC RIGHT OF WAY AND EASEMENT- ACTION

It is recommended that the Board approve the below electrical easement concerning the Huber Heights branch Library:

THE DAYTON POWER AND LIGHT COMPANY GRANT FOR ELECTRIC RIGHT OF WAY AND EASEMENT

Know all men by these presents that, THE BOARD OF TRUSTEES OF THE DAYTON METRO LIBRARY (hereinafter "Grantor"), for valuable consideration provided by THE DAYTON POWER AND LIGHT COMPANY, an Ohio Corporation (hereinafter "Grantee"), does hereby grant to the Grantee, its successors and assigns forever, a Right of Way and Easement for any and all purposes for which electric energy is now or may hereafter be used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace either overhead or underground electric facilities consisting of poles, lines, structures, wires, underground lines, cables, conduits, manholes, anchors, grounding systems, communication circuits, fiber optic cables, equipment, and all other necessary and incidental appurtenances contained in, over, upon, under and through, subject to the conditions hereinafter on the following premises, viz:

Situate in Section 22, Town 2, Range 8 MRS, City of Huber Heights, County of Montgomery, State of Ohio, and being Lot 1 of Southpointe Crossing Section One as recorded in Plat Book 237, Pages 20 and 20A and also being conveyed to the Board of

Trustees of the Dayton Metro Library by File Number 2022-00015200 of the Deed
Records of Montgomery County, Ohio. Parcel I. D. No.: P70 03912 0141

Said Right of Way and Easement shall be TEN (10) feet in width and the centerline shall be approximately along the following course identified on Exhibit "A" attached hereto and made a part hereof.

The Grantee, its successors and assigns, its agents, contractors and employees shall have the right of ingress and egress over the right of way and the adjoining premises of the Grantor for all purposes previously stated, together with the right to trim, cut, and remove or otherwise control trees, roots, undergrowth or overhanging branches or other obstructions both within and without the limits of the right of way and easement which according to the Grantee's standards and its opinion may interfere with the construction, maintenance, use or successful operation of the electric facilities.

No buildings or other structures shall be erected within the limits of the said Right of Way and Easement by the Grantor. No excavating or filling shall be done or be permitted by the Grantor within Right of Way and Easement that would either (A) reduce or add to the distance between the Grantee's facilities and the land surface without the Grantee's prior written consent and which consent will not be unreasonably withheld, (B) impair the Grantee's ability to maintain the facilities or (C) create a hazard.

The Grantor shall have the right to use the land within the easement area in any manner not inconsistent within this grant for Right of Way and Easement.

The Grantee, its successors and assigns, shall reimburse the Grantor for any damage or loss to growing crops and other property damages that may be caused by the Grantee, its agents, contractors or employees in construction, repair or removal of said electric facilities.

The Grantor covenant with the Grantee, that they is/are the true and lawful owners of the property herein described and have full power and authority to grant this Right of Way and Easement.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's Right of Way and Easement herein provided for, the Grantee may, but shall not be required to, relocate or reconstruct its facilities, so that the Grantee's right of way as relocated has a centerline of said right of way that shall not be more than five (5) feet off the road right of way as widened or relocated.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

As used herein, words in plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name this ____ day
of _____, 20 ____.

GRANTOR:
THE BOARD OF TRUSTEES OF THE DAYTON METRO LIBRARY

[Signature]

[Print]

[Title]

STATE OF)
 SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ for The Board of Trustees of the Dayton Metro Library, on behalf of the Board of Trustees, Grantor. _____

NOTARY PUBLIC

This Instrument Prepared By:
Real Estate Services Department
The Dayton Power and Light Company
1900 Dryden Rd.
Dayton, OH 45439
Project Number: 74866

11. POLICY REVIEW- INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will begin reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 103- Digital Video Security Cameras” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 102- Crisis Communication Plan” in advance of the May21, 2025 meeting.

12. NEW BUSINESS

13. OLD BUSINESS

During the March 19, 2025 Board meeting, the Board reviewed Policy AD-101: Code of Professional Conduct. At this meeting, a slight revision was requested, in order to align this Policy more closely with ALA’s Code of Ethics.

A duly revised edition of the Policy is below, for Board review, with the revisions highlighted for clarity:

I. POLICY

It is the policy of Dayton Metro Library to carry out its mission in accordance with the strictest ethical guidelines and to ensure that representatives conduct themselves in a manner that fosters public confidence in the integrity of the Library. The Library has an obligation to hold employees responsible for any behavior that gives the appearance of impropriety.

II. REGULATIONS

Dayton Metro Library employees and volunteers are expected to abide by the Ohio's Ethics Law and Related Statutes (ORC 102, ORC 2921), the American Library Association's Standards of Conduct, and Dayton Metro Library's Workplace Expectations.

III. STANDARDS OF ETHICAL CONDUCT

A summary of expectations regarding the conduct of Library employees includes but is not limited to, those listed below. Every Library employee shall:

1. Treat colleagues, coworkers, patrons or members of the public with respect, fairness and good faith, and endeavor to provide the highest level of service with accurate, unbiased, and courteous responses to all requests.
2. Actively protect a patron's rights to privacy with respect to information sought or received and resources consulted, borrowed, acquired or transmitted or use patron information in a non-professional way.
3. Avoid any action such as use of Library privileges, property and/or assets in a manner that suggests impropriety, favoritism, or bias or for any unlawful or improper purpose.
4. Distinguish between personal convictions and professional duties by disallowing personal beliefs to interfere with fair representation of the aims of the Library or the provision of access to Library information resources.
5. Refrain from using one's public position to obtain unauthorized benefits for themselves, another Library employee, or anyone with whom the employee has a personal or business relationship.
6. Refrain from and discourage public acts, behaviors, or comments that place the Library in an unfavorable light and could be construed to be detrimental to the mission and functions of the Library.
7. Employees holding a position which can influence or recommend an investment or purchase must disclose any actual or potential conflict of interest that may exist or emerge which could influence official decisions of the Dayton Metro Library, including any actions that might influence the investment of funds in which the employee or anyone with whom the employee has a personal or business relationship has an interest.
8. Affirm the dignity and rights of every person, recognizing and dismantling bias, confronting inequity and oppression through awareness, advocacy, education, collaboration, services and allocation of resources.

It is a violation of the Dayton Metro Library Code of Professional Conduct to:

1. Commit a violation of state or federal laws, statutes, or rules, or engage in criminal activity as evidenced by a criminal conviction, guilty plea, finding of guilt, or participation in a court ordered diversion program or treatment in lieu of conviction.

2. Disparage or discriminate against a coworker, colleague, patron, or members of the public while working in a professional setting on the basis of race, ethnicity, socioeconomic status, gender, place of origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English proficiency.
3. Solicit or accept any form of compensation, except as allowed by law, to perform one's official duties or any act or service in an official capacity.
4. Have an interest in the profits or benefits of a public contract entered into by or for the Library with which the employee is connected or is not let by competitive bidding, if required by law.
5. Establish an undisclosed or unrecorded work-related asset for any purpose. Make false entries in any official record for any reason, or engage in any arrangement that results in such a prohibited act.
6. Solicit, encourage, consummate an inappropriate relationship and/or commit an act of sexual abuse of a Library user or minor.
7. Use technology to intentionally host or post disparaging, improper or inappropriate material that could reasonably be accessed by the Library community or to promote inappropriate communications with Library users or minors.
8. Use, disclose or alter confidential information protected by federal or state law, unless appropriately authorized.
9. Be under the influence of, use, possess or unlawfully distribute illegal or unauthorized drugs or furnish, provide or encourage underage persons to use, possess or unlawfully distribute alcohol, tobacco, illegal or unauthorized drugs while serving in an official capacity.

IV. GUIDELINES

The Library will investigate allegations of unprofessional conduct. Individual circumstances surrounding each allegation will be considered on a case by case base to determine appropriate action. Presumptive ranges for possible disciplinary actions are outlined in Dayton Metro Library's Personnel Manual and in the Collective Bargaining Agreement between the Board of Trustees of the Dayton Metro Library and the Dayton Metro Library Staff Association.

14. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next Special meeting of the Dayton Metro Library Board of Trustees will be Wednesday, May 21, 2025 at 4:00 p.m. in the Community Room at the Wilmington-Stroop Branch Library.

15. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss the employment of public employees.

A **roll call vote** will be needed.

16. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Amanda Arrington, Volunteer Services Manager, Public Services Administration, Donnie Cole, Facilities Technician, Facilities, Phillip Dunlevy, Facilities Director, Facilities, Max Harshman, Facilities Technician, Facilities, Matt Lamm, Facilities Technician, Facilities, Tim Smith, Maintenance Manager, Facilities, and Steve Watts, Facilities Technician, Facilities, to attend “Pallet Jack- PIT Certification Training” webinar sponsored by Certus Brands from April 7, 2025 to April 30, 2025. It is further recommended that registration in the amount of \$45.00 each be reimbursed by the Board.

Myla Cardona-Jones, Dayton Metro Library Board of Trustees, to attend the “OLC Southwest Ohio Trustee Lunch” sponsored by OLC and held in West Chester, OH on April 24, 2025. It is further recommended that registration in the amount of \$50.00, and mileage in the amount of \$50.40 be reimbursed by the Board.

Laura Chamberlain, Teen Services Coordinator, Youth Services, to attend “Take 5: Let’s Talk Teen Services” being sponsored by the State Library of Ohio and held in Chillicothe, OH on May 2, 2025. It is further recommended that registration in the amount of \$30.00 and mileage in the amount of \$108.08 be reimbursed by the Board.

Patrick Stump, Teen Services Librarian, Northmont Branch Library, to attend “ALA Annual Conference” sponsored by ALA and held in Philadelphia, PA from June 26, 2025 through June 30, 2025. It is further recommended that registration in an amount not to exceed \$430.00, airfare in an amount not to exceed \$72.00, parking in an amount not to exceed \$50.00, lodging in an amount not to exceed \$1,300.00 and meals in an amount not to exceed \$272.00 be reimbursed by the Board.

Samuel Wildman, Safety and Protective Services Officer, Safety and Protective Services, to attend “CPR/First Aid” training sponsored by Focus Health and held in Dayton OH, on April 23, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Margaret Buck, Youth Services Manager, full-time, Grade S08, Youth Services, effective April 6, 2025 at the rate of \$31.5514 per hour.

Rebecca Elliott, Patron Services Assistant, full-time, Grade 05, Wilmington-Stroop Branch Library, effective May 4, 2025 at the rate of \$16.75 per hour.

Loura Lawrence, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 23, 2025 at the rate of \$15.20 per hour.

Lucas Rhonemus Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective April 20, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Amanda Feuerstein, Information Services Assistant, full-time, Grade 08, West Carrollton Branch Library, effective February 26, 2025 for 13.35 hours for illness.

It is recommended that the following **Promotion** be accepted:

Ashlee Hammond, Branch Library Manager, full-time, Grade S09, West Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, West Branch Library, effective March 23, 2025 at the rate of \$35.9870 per hour.

It is recommended that the following **Promotion, Change in Location** be accepted:

Andrew Hiatt, Branch Library Manager, full-time, Grade S09, Northmont Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Vandalia Branch Library, effective April 20, 2025 at the rate of \$35.9871 per hour.

Chelsey Hostetler, Teen Services Librarian, full-time, Grade 11, West Branch Library, from Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective April 20, 2025 at the rate of \$23.25 per hour.

Erin Winchester, Branch Library Manager, full-time, Grade S09, New Lebanon Branch Library, from Staff Development Manager, full-time, Grade S07, Human Resources, effective April 20, 2025 at the rate of \$36.5385 per hour.

It is recommended that the following **Resignation** be accepted:

Kerry Brame, Patron Services Assistant, full-time, Grade 05, Northwest Branch Library, effective April 12, 2025.

Megs Francis, Community Impact and Engagement Assistant Director, full-time, Grade S08, Department for Community Impact and Engagement, effective March 30, 2025.

Angie Keltner, Special Collections Clerk, full-time, Grade 05, Special Collections, effective April 11, 2025.

Luke Lawson, Protective Services Manager, full-time, Grade S07, Safety and Protective Services, effective April 11, 2025.

Jason Long, Assistant Branch Library Manager, full-time, Grade S07, Northmont Branch Library, effective April 5, 2025.

Joan Milligan, Cataloging Manager, full-time, Grade S08, Cataloging, effective April 4, 2025.

It is recommended that the following **Temporary Transfer** be accepted:

Thomas Baker, Patron Services Assistant, full-time, Grade 05, West Branch Library, from Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, effective April 2, 2025 at the rate of \$16.75 per hour.

It is recommended that the following **Termination** be accepted:

Khauriee Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 19, 2025.

C. GIFTS AND GRANTS

It is recommended that the following **Gifts** be accepted:

\$20.00 from Rob Hardy on March 20, 2025.
\$30.00 from Rob Hardy on March 21, 2025.
\$20.00 from Jennifer Thein on April 1, 2025.
\$20.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Pam Walker on April 1, 2025.
\$25.00 from Jonathan Emmert on April 1, 2025.
\$25.00 from Tawana Jones on April 1, 2025.
\$25.00 from Cierra McClure on April 1, 2025.
\$25.00 from Jeffrey Trzeciak on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Kellie Schneider on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Bonnie B. Heikes on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Almeda Waters on April 1, 2025.
\$25.00 from Adam Kuntavanish on April 1, 2025.
\$25.00 from Mr. and Mrs. Frederic Hill on April 1, 2025.
\$50.00 from Ernestine Chess on April 1, 2025.
\$50.00 from Anonymous on April 1, 2025.
\$50.00 from Sonya Kirkwood on April 1, 2025.
\$50.00 from Ashlynn Witt on April 1, 2025.
\$50.00 from Judy Day on April 1, 2025.
\$50.00 from Rebecca Crabtree on April 1, 2025.
\$51.50 from Anonymous on April 1, 2025.
\$55.00 from Anonymous on April 1, 2025.
\$100.00 from Jane Schmitz on April 1, 2025.
\$100.00 from Deborah Casson on April 1, 2025.
\$100.00 from Karlos Marshall on April 1, 2025.
\$25.00 from Angelica Loyd on April 2, 2025.
\$25.00 from Sarah P. Goldstein on April 2, 2025.
\$100.00 from Lauretta Williams on April 2, 2025.
\$25.00 from Kyle Bauer on April 4, 2025.
\$50.00 from Anonymous on April 4, 2025.
\$50.00 from Diedre Martin on April 4, 2025.
\$25.00 from Teresa Lewandowski on April 5, 2025.
\$250.00 from Anonymous on April 5, 2025.
\$30.00 from Marissa Dunyak on April 6, 2025.
\$25.00 from Valerie Lee on April 7, 2025.
\$100.00 from Paul Rankin on April 7, 2025.
\$250.00 from Anonymous on April 7, 2025.

It is recommended that the following **Grants** be accepted:

\$1,050.00 State Library of Ohio Celebrating Ohio Book Awards & Authors (COBAA)
LSTA Grant, in support of work in Montgomery County's Juvenile Detention Centers.

D. **CONTRACTS AND AGREEMENTS**

It is recommended that the following Contracts and Agreements be accepted:

Omnigo:

Omnigo Master Software - Tracking tool for incidents, incident reports and associated patrons; will help multiple departments be more efficient in reporting, tracking and organizing incidents and incident reports. Provides online input of incident data at all DML locations, records storage and easy searching of incident reports. Offering a 1 year contract at \$14,990, with price increasing after year one with no maximum increase or a 3 year contract at \$14,990 for year one, \$15,589 for year two and \$16,213 for year three.

Tumblehome:

\$1,000 for the establishment of a Data Detectives Club, a hands-on approach to STEM learning, specifically about Pandemics, for Spring 2025. Implemented by the Homework Help team.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, April 16, 2025, 4:00 p.m.

PRESENT: David Williamson, Nolan Thomas, Sara Woodhull, Kelly Geers, Myla Cardona-Jones,

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:00 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by Ms. Woodhull, seconded by Ms. Cardona-Jones, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by Mr. Thomas, seconded by Ms. Geers, the minutes of the Board meeting of March 19, 2025 were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by Ms. Geers seconded by Ms. Woodhull, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Amanda Arrington, Volunteer Services Manager, Public Services Administration, Donnie Cole, Facilities Technician, Facilities, Phillip Dunlevy, Facilities Director, Facilities, Max Harshman, Facilities Technician, Facilities, Matt Lamm, Facilities Technician, Facilities, Tim Smith, Maintenance Manager, Facilities, and Steve Watts, Facilities Technician, Facilities, to attend “Pallet Jack- PIT Certification Training” webinar sponsored by Certus Brands from April 7, 2025 to April 30, 2025. It is further recommended that registration in the amount of \$45.00 each be reimbursed by the Board.

Myla Cardona-Jones, Dayton Metro Library Board of Trustees, to attend the “OLC Southwest Ohio Trustee Lunch” sponsored by OLC and held in West Chester, OH on April 24, 2025. It is further recommended that registration in the amount of \$50.00, and mileage in the amount of \$50.40 be reimbursed by the Board.

Laura Chamberlain, Teen Services Coordinator, Youth Services, to attend “Take 5: Let’s Talk Teen Services” being sponsored by the State Library of Ohio and held in Chillicothe, OH on May 2, 2025. It is further recommended that registration in the amount of \$30.00 and mileage in the amount of \$108.08 be reimbursed by the Board.

Patrick Stump, Teen Services Librarian, Northmont Branch Library, to attend “ALA Annual Conference” sponsored by ALA and held in Philadelphia, PA from June 26, 2025 through June 30, 2025. It is further recommended that registration in an amount not to exceed \$430.00, airfare in an amount not to exceed \$72.00, parking in an amount not to exceed \$50.00, lodging in an amount not to exceed \$1,300.00 and meals in an amount not to exceed \$272.00 be reimbursed by the Board.

Samuel Wildman, Safety and Protective Services Officer, Safety and Protective Services, to attend “CPR/First Aid” training sponsored by Focus Health and held in Dayton OH, on April 23, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENTS

Margaret Buck, Youth Services Manager, full-time, Grade S08, Youth Services, effective April 6, 2025 at the rate of \$31.5514 per hour.

Rebecca Elliott, Patron Services Assistant, full-time, Grade 05, Wilmington-Stroop Branch Library, effective May 4, 2025 at the rate of \$16.75 per hour.

Loura Lawrence, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 23, 2025 at the rate of \$15.20 per hour.

Lucas Rhonemus Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective April 20, 2025 at the rate of \$19.35 per hour.

LEAVE WITHOUT PAY

Amanda Feuerstein, Information Services Assistant, full-time, Grade 08, West Carrollton Branch Library, effective February 26, 2025 for 13.35 hours for illness.

PROMOTION

Ashlee Hammond, Branch Library Manager, full-time, Grade S09, West Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, West Branch Library, effective March 23, 2025 at the rate of \$35.9870 per hour.

PROMOTION, CHANGE IN LOCATION

Andrew Hiatt, Branch Library Manager, full-time, Grade S09, Northmont Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Vandalia Branch Library, effective April 20, 2025 at the rate of \$35.9871 per hour.

Chelsey Hostetler, Teen Services Librarian, full-time, Grade 11, West Branch Library, from Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective April 20, 2025 at the rate of \$23.25 per hour.

Erin Winchester, Branch Library Manager, full-time, Grade S09, New Lebanon Branch Library, from Staff Development Manager, full-time, Grade S07, Human Resources, effective April 20, 2025 at the rate of \$36.5385 per hour.

RESIGNATION

Kerry Brame, Patron Services Assistant, full-time, Grade 05, Northwest Branch Library, effective April 12, 2025.

Megs Francis, Community Impact and Engagement Assistant Director, full-time, Grade S08, Department for Community Impact and Engagement, effective March 30, 2025.

Angie Keltner, Special Collections Clerk, full-time, Grade 05, Special Collections, effective April 11, 2025.

Luke Lawson, Protective Services Manager, full-time, Grade S07, Safety and Protective Services, effective April 11, 2025.

Jason Long, Assistant Branch Library Manager, full-time, Grade S07, Northmont Branch Library, effective April 5, 2025.

Joan Milligan, Cataloging Manager, full-time, Grade S08, Cataloging, effective April 4, 2025.

TEMPORARY TRANSFER

Thomas Baker, Patron Services Assistant, full-time, Grade 05, West Branch Library, from Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, effective April 2, 2025 at the rate of \$16.75 per hour.

TERMINATION

Khauriee Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 19, 2025.

GIFTS AND GRANTS

The following gifts and grants were approved by the Board:

GIFTS

\$20.00 from Rob Hardy on March 20, 2025.
\$30.00 from Rob Hardy on March 21, 2025.
\$20.00 from Jennifer Thein on April 1, 2025.
\$20.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Pam Walker on April 1, 2025.
\$25.00 from Jonathan Emmert on April 1, 2025.
\$25.00 from Tawana Jones on April 1, 2025.
\$25.00 from Cierra McClure on April 1, 2025.
\$25.00 from Jeffrey Trzeciak on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Kellie Schneider on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Bonnie B. Heikes on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Anonymous on April 1, 2025.
\$25.00 from Almeda Waters on April 1, 2025.
\$25.00 from Adam Kuntavanish on April 1, 2025.
\$25.00 from Mr. and Mrs. Frederic Hill on April 1, 2025.
\$50.00 from Ernestine Chess on April 1, 2025.
\$50.00 from Anonymous on April 1, 2025.
\$50.00 from Sonya Kirkwood on April 1, 2025.
\$50.00 from Ashlynn Witt on April 1, 2025.
\$50.00 from Judy Day on April 1, 2025.

\$50.00 from Rebecca Crabtree on April 1, 2025.
\$51.50 from Anonymous on April 1, 2025.
\$55.00 from Anonymous on April 1, 2025.
\$100.00 from Jane Schmitz on April 1, 2025.
\$100.00 from Deborah Casson on April 1, 2025.
\$100.00 from Karlos Marshall on April 1, 2025.
\$25.00 from Angelica Loyd on April 2, 2025.
\$25.00 from Sarah P. Goldstein on April 2, 2025.
\$100.00 from Laretta Williams on April 2, 2025.
\$25.00 from Kyle Bauer on April 4, 2025.
\$50.00 from Anonymous on April 4, 2025.
\$50.00 from Diedre Martin on April 4, 2025.
\$25.00 from Teresa Lewandowski on April 5, 2025.
\$250.00 from Anonymous on April 5, 2025.
\$30.00 from Marissa Dunyak on April 6, 2025.
\$25.00 from Valerie Lee on April 7, 2025.
\$100.00 from Paul Rankin on April 7, 2025.
\$250.00 from Anonymous on April 7, 2025.

GRANTS

\$1,050.00 State Library of Ohio Celebrating Ohio Book Awards & Authors (COBAA) LSTA Grant, in support of work in Montgomery County's Juvenile Detention Centers.

CONTRACTS AND AGREEMENTS

The following Contracts and Agreements were approved by the Board:

Omnigo:

Omnigo Master Software - Tracking tool for incidents, incident reports and associated patrons; will help multiple departments be more efficient in reporting, tracking and organizing incidents and incident reports. Provides online input of incident data at all DML locations, records storage and easy searching of incident reports. Offering a 1 year contract at \$14,990, with price increasing after year one with no maximum increase or a 3 year contract at \$14,990 for year one, \$15,589 for year two and \$16,213 for year three.

Tumblehome:

\$1,000 for the establishment of a Data Detectives Club, a hands-on approach to STEM learning, specifically about Pandemics, for Spring 2025. Implemented by the Homework Help team.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the General Public.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for March 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|---------------|---------------|--------------------------|-------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 3/14/2025 | PLF | 1,511,800.25 | 1,511,800.25 | | |

| | | | |
|--------------|---------------------|---------------------|----------|
| Total | 1,511,800.25 | 1,511,800.25 | - |
|--------------|---------------------|---------------------|----------|

On a motion by Mr. Thomas, seconded by Ms. Woodhull, the March 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

BANKING SERVICES RESOLUTION

It was recommended that the Board approve the Banking Services Resolution with Huntington Bank, as enclosed in the Board packets.

On a motion by Mr. Thomas, seconded by Ms. Geers, the Board approved the Banking Services Resolution.

Ayes: All
Nays: None

BANKING SERVICES RESOLUTION

It was recommended that the Board approve the Banking Services Resolution with Chase Bank, as enclosed in the Board packets.

On a motion by Ms. Cardona-Jones, seconded by Mr. Thomas, the Board approved the Banking Services Resolution.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

Debi Chess, External Relations and Development Director, and Claudine Bennett, External Relations Manager, shared a presentation about the External Relations department's mission, and some of the ways in which they inform patrons about Dayton Metro Library. These methods include press releases, the Dayton Metro Library website, social media posts and various newsletters, among other modes of communication.

The Executive Director introduced Alvin Jordan, the new Social Media Specialist, to the Board.

THE DAYTON POWER AND LIGHT COMPANY GRANT FOR ELECTRIC RIGHT OF WAY AND EASEMENT

It was recommended that the Board approve the below electrical easement concerning the Huber Heights Branch Library:

THE DAYTON POWER AND LIGHT COMPANY GRANT FOR ELECTRIC RIGHT OF WAY AND EASEMENT

Know all men by these presents that, THE BOARD OF TRUSTEES OF THE DAYTON METRO LIBRARY (hereinafter "Grantor"), for valuable consideration provided by THE DAYTON POWER AND LIGHT COMPANY, an Ohio Corporation (hereinafter "Grantee"), does hereby grant to the Grantee, its successors and assigns forever, a Right of Way and Easement for any and all purposes for which electric energy is now or may hereafter be used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace either overhead or underground electric facilities consisting of poles, lines, structures, wires, underground lines, cables, conduits, manholes, anchors, grounding systems, communication circuits, fiber optic cables, equipment, and all other necessary and incidental appurtenances contained in, over, upon, under and through, subject to the conditions hereinafter on the following premises, viz:

Situate in Section 22, Town 2, Range 8 MRS, City of Huber Heights, County of Montgomery, State of Ohio, and being Lot 1 of Southpointe Crossing Section One as recorded in Plat Book 237, Pages 20 and 20A and also being conveyed to the Board of Trustees of the Dayton Metro Library by File Number 2022-00015200 of the Deed Records of Montgomery County, Ohio. Parcel I. D. No.: P70 03912 0141

Said Right of Way and Easement shall be TEN (10) feet in width and the centerline shall be approximately along the following course identified on Exhibit "A" attached hereto and made a part hereof.

The Grantee, its successors and assigns, its agents, contractors and employees shall have the right of ingress and egress over the right of way and the adjoining premises of the Grantor for all purposes previously stated, together with the right to trim, cut, and remove or otherwise control trees, roots, undergrowth or overhanging branches or other obstructions both within and without the limits of the right of way and easement which

according to the Grantee's standards and its opinion may interfere with the construction, maintenance, use or successful operation of the electric facilities.

No buildings or other structures shall be erected within the limits of the said Right of Way and Easement by the Grantor. No excavating or filling shall be done or be permitted by the Grantor within Right of Way and Easement that would either (A) reduce or add to the distance between the Grantee's facilities and the land surface without the Grantee's prior written consent and which consent will not be unreasonably withheld, (B) impair the Grantee's ability to maintain the facilities or (C) create a hazard.

The Grantor shall have the right to use the land within the easement area in any manner not inconsistent within this grant for Right of Way and Easement.

The Grantee, its successors and assigns, shall reimburse the Grantor for any damage or loss to growing crops and other property damages that may be caused by the Grantee, its agents, contractors or employees in construction, repair or removal of said electric facilities.

The Grantor covenant with the Grantee, that they is/are the true and lawful owners of the property herein described and have full power and authority to grant this Right of Way and Easement.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's Right of Way and Easement herein provided for, the Grantee may, but shall not be required to, relocate or reconstruct its facilities, so that the Grantee's right of way as relocated has a centerline of said right of way that shall not be more than five (5) feet off the road right of way as widened or relocated.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

As used herein, words in plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name this _____ day of _____, 20____.

GRANTOR:
THE BOARD OF TRUSTEES OF THE DAYTON METRO LIBRARY

[Signature]

[Print]

[Title]

STATE OF _____)
SS:

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ for The Board of Trustees of the Dayton Metro Library, on behalf of the Board of Trustees, Grantor. _____

NOTARY PUBLIC

This Instrument Prepared By:
Real Estate Services Department
The Dayton Power and Light Company
1900 Dryden Rd.
Dayton, OH 45439
Project Number: 74866

On a motion by Ms. Woodhull, seconded by Ms. Cardona-Jones, the electrical easement was approved.

Ayes: All
Nays: None

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board has begun reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 103- Digital Video Security Cameras” in advance of this meeting. This policy was reviewed by Rachel Gut, Deputy Executive Director, and the Board did not request any changes to the policy.

It was recommended that the Board review “Policy AD 102- Crisis Communication Plan” in advance of the May 21, 2025 meeting.

NEW BUSINESS

No New Business was brought before the Board.

OLD BUSINESS

During the March 19, 2025 Board meeting, the Board reviewed “Policy AD-101: Code of Professional Conduct.” At this meeting, a slight revision was requested, in order to align this Policy more closely with ALA’s Code of Ethics.

A duly revised edition of the Policy is below, for Board review, with the revisions highlighted for clarity:

I. POLICY

It is the policy of Dayton Metro Library to carry out its mission in accordance with the strictest ethical guidelines and to ensure that representatives conduct themselves in a manner that fosters public confidence in the integrity of the Library. The Library has an obligation to hold employees responsible for any behavior that gives the appearance of impropriety.

II. REGULATIONS

Dayton Metro Library employees and volunteers are expected to abide by the Ohio's Ethics Law and Related Statutes (ORC 102, ORC 2921), the American Library Association's Standards of Conduct, and Dayton Metro Library's Workplace Expectations.

III. STANDARDS OF ETHICAL CONDUCT

A summary of expectations regarding the conduct of Library employees includes but is not limited to, those listed below. Every Library employee shall:

1. Treat colleagues, coworkers, patrons or members of the public with respect, fairness and good faith, and endeavor to provide the highest level of service with accurate, unbiased, and courteous responses to all requests.
2. Actively protect a patron's rights to privacy with respect to information sought or received and resources consulted, borrowed, acquired or transmitted or use patron information in a non-professional way.
3. Avoid any action such as use of Library privileges, property and/or assets in a manner that suggests impropriety, favoritism, or bias or for any unlawful or improper purpose.
4. Distinguish between personal convictions and professional duties by disallowing personal beliefs to interfere with fair representation of the aims of the Library or the provision of access to Library information resources.
5. Refrain from using one's public position to obtain unauthorized benefits for themselves, another Library employee, or anyone with whom the employee has a personal or business relationship.
6. Refrain from and discourage public acts, behaviors, or comments that place the Library in an unfavorable light and could be construed to be detrimental to the mission and functions of the Library.
7. Employees holding a position which can influence or recommend an investment or purchase must disclose any actual or potential conflict of interest that may exist or emerge which could influence official decisions of the Dayton Metro Library, including any actions that might influence the investment of funds in which the employee or anyone with whom the employee has a personal or business relationship has an interest.
8. Affirm the dignity and rights of every person, recognizing and dismantling bias, confronting inequity and oppression through awareness, advocacy, education, collaboration, services and allocation of resources.

It is a violation of the Dayton Metro Library Code of Professional Conduct to:

1. Commit a violation of state or federal laws, statutes, or rules, or engage in criminal activity as evidenced by a criminal conviction, guilty plea, finding of guilt, or participation in a court ordered diversion program or treatment in lieu of conviction.
2. Disparage or discriminate against a coworker, colleague, patron, or members of the public while working in a professional setting on the basis of race, ethnicity, socioeconomic status, gender, place of origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English proficiency.
3. Solicit or accept any form of compensation, except as allowed by law, to perform one's official duties or any act or service in an official capacity.
4. Have an interest in the profits or benefits of a public contract entered into by or for the Library with which the employee is connected or is not let by competitive bidding, if required by law.
5. Establish an undisclosed or unrecorded work-related asset for any purpose. Make false entries in any official record for any reason, or engage in any arrangement that results in such a prohibited act.
6. Solicit, encourage, consummate an inappropriate relationship and/or commit an act of sexual abuse of a Library user or minor.
7. Use technology to intentionally host or post disparaging, improper or inappropriate material that could reasonably be accessed by the Library community or to promote inappropriate communications with Library users or minors.
8. Use, disclose or alter confidential information protected by federal or state law, unless appropriately authorized.
9. Be under the influence of, use, possess or unlawfully distribute illegal or unauthorized drugs or furnish, provide or encourage underage persons to use, possess or unlawfully distribute alcohol, tobacco, illegal or unauthorized drugs while serving in an official capacity.

IV. GUIDELINES

The Library will investigate allegations of unprofessional conduct. Individual circumstances surrounding each allegation will be considered on a case by case base to determine appropriate action. Presumptive ranges for possible disciplinary actions are outlined in Dayton Metro Library's Personnel Manual and in the Collective Bargaining Agreement between the Board of Trustees of the Dayton Metro Library and the Dayton Metro Library Staff Association.

On a motion by Ms. Cardona-Jones, seconded by Mr. Thomas, the Board approved the Policy as revised above.

Ayes: All

Nays: None

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next Special meeting of the Dayton Metro Library Board of Trustees will be Wednesday, May 21, 2025 at 4:00 p.m. in the Community Room at the Wilmington-Stroop Branch Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of public employees.

Mr. Thomas made a motion for the Board to enter into Executive Session, Ms. Geers seconded.

A **roll call** vote was taken as follows:

Ms. Geers: Aye
Ms. Woodhull: Aye
Mr. Thomas: Aye
Mr. Williamson: Aye
Ms. Cardona-Jones: Aye

Ayes: All
Nays: None

The Board entered Executive Session at 4:46 p.m. and returned to open session at 6:01 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by Mr. Thomas, seconded by Ms. Geers, the Board adjourned at 6:01 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

REVISED- AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, May 21, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the April 16, 2025 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. TUITION REIMBURSEMENT

It is recommended that the Board approve reimbursement for the following individuals for the course indicated once it has been successfully completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tracy Borders, Information Services Assistant, Huber Heights Branch Library, for the course "Resources and Services for People with Disabilities", Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50.

Jacobee Buchanan, Floating Information Services Assistant, Floating Department, for the course "Connecting Archives and People", Kent State

University, 3.0 credit hours, at a cost of \$2,537.00, and the course “Foundations of Museum Studies”, Kent State University, 3.0 credit hours, at a cost of \$2,537.00, and the course “Preservation and Conservation of Heritage Materials”, Kent State University, 3.0 credit hours, at a cost of \$2,537.00 for a total of \$7,611.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course “Public Library Management”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 and the course “Seminar on Literature for Youth”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 for a total of \$2,955.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course “Introduction to Research”, Indiana University- Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 and the course “Grant Writing for Libraries”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 for a total of \$2,955.00.

D. GIFTS AND GRANTS

It is recommended that the Board approve the gifts and grants as listed at the end of the agenda.

E. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library’s Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.

- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for April 2025 will be reviewed by the Fiscal Officer.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|---------------|---------------------|--------------------------|---------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 4/14/2025 | PLF | 1,303,972.23 | 1,303,972.23 | | |
| 4/18/2025 | RE Taxes | 5,254,876.32 | 3,788,519.88 | 1,466,356.44 | Debt Service |
| Total | | 6,558,848.55 | 5,092,492.11 | 1,466,356.44 | |

7. EXECUTIVE DIRECTOR'S REPORT – INFORMATION

The Executive Director will update the Board on current library programs and services.

- New Manager Introductions: Ashlee Hammond, West Branch Library Manager, Andrew Hiatt, Northmont Branch Library Manager, and Erin Winchester, New Lebanon Branch Library Manager
- Literacy Programs and Services for Marginalized Communities- Allison Knight, Youth Services Director, Liz Hale, Homework Help Manager, Tanela Hicks, Programming Manager, Amber Cristofaro, Early Literacy Coordinator, and Laura Chamberlain, Teen Services Coordinator
- The Executive Director will share an update regarding the PRSA Gem City Awards, which honored Claudine Bennett as the 2024 Communications Professional of the Year. Dayton Metro Library also was awarded the Gem City Award for the 2024 Library Card Sign Up Month Campaign, and the Award of Merit for the Free to Belong Campaign.

8. MONTGOMERY COUNTY PUBLIC LIBRARY FUND DISTRIBUTION- ACTION

It is recommended that the Board approve the following Montgomery County PLF distribution formula for the 2025-2026 biennium, which has been agreed to by the four Montgomery County public library systems:

Dayton Metro Library 78.8%

Germantown Public Library 3.2%

Washington-Centerville Public Library 12.5%

Wright Memorial Public Library 5.5%

The above distribution formula would take the place of the previous formula, which was initially adopted by the Montgomery County Budget Commission in 1998, and further revised effective calendar year 2021. As with those previous agreements, the above formula has been approved by all four Montgomery County public library systems.

9. INTELLECTUAL PROPERTY POLICY – ACTION

It is recommended that the Board approve the below new Intellectual Property Policy:

I. POLICY

All materials, content, and programs developed within the framework of library employment or using DML time, resources, or branding are the exclusive intellectual property of Dayton Metro Library. This includes presentations, toolkits, curriculum, communications and original documents.

The Library retains the unrestricted right to reproduce, distribute, and modify such materials to advance its mission. Use of these materials for profit, or personal gain, without prior written authorization, constitutes a conflict of interest. The staff member is expected to avoid any activity-paid or unpaid- that creates a real or perceived conflict with the duties and interests of the library.

II. PROCEDURES

1. For programs developed exclusively by Dayton Metro Library staff members, no exceptions to the above policy are to be made, save with prior express written authorization by the External Relations Director or an authorized Library Director.
2. All documents created by DML staff for DML use are public records and must be shared according to Ohio's Public Records Act.

3. In the course of Library business, third-party vendors and contractors are often involved in preparing or assisting Library programs. Any exceptions to the above policy must be agreed in advance by both parties as part of the contractual agreement.
4. Staff are encouraged to share information about DML services, programs, policies, and other work products to the benefit of other libraries. This may include conference presentations, sharing with colleagues at other libraries, and publication in professional journals, newsletters, websites or other media outlets.

III. DEFINITIONS

Authorized Library Director- For the purposes of this Policy, authorized Library Directors shall be members of the Executive Director's Cabinet and the External Relations Manager.

10. RESOLUTION TO RENAME THE KETTERING-MORaine BRANCH LIBRARY MANAGER POSITION – ACTION

WHEREAS, the Dayton Metro Library has benefitted from an ongoing fund-raising partnership with the Dayton Metro Library Foundation; and

WHEREAS, the Dayton Metro Library Foundation has benefitted from the donor-advised James and Geraldine Summers Fund, a generous donation made for the continued support of the operations of the Kettering-Moraine Branch Library; and

WHEREAS, in response to a request by Dayton Metro Library, the Dayton Metro Library Foundation has agreed to donate \$100,000.00 per year from the Summers Fund, for a period of five years, effective July 1, 2025, until June 30, 2030, to support the salary and benefits of the Kettering-Moraine Branch Library Manager,

THEREFORE, BE IT RESOLVED, that, in recognition and for the duration of this agreement, the Kettering-Moraine Branch Library Manager position shall be renamed the "James and Geraldine Summers Fund Kettering-Moraine Branch Library Manager." All reference to the position including email signatures, business cards, staff directory and any other occurrences will reflect the new name.

Attested to this date, May 21, 2025 by the Board of Library Trustees

11. POLICY REVIEW- INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 102- Crisis Communication Plan" in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review "Policy AD 104- Hazard Communication Policy" in advance of the June 18, 2025 meeting.

12. CORRESPONDENCE- INFORMATION

Since the April 2025 Board meeting, the Board received a resolution from the Montgomery County Board of County Commissioners appointing Mr. Carl Kennebrew to fulfill a second full seven-year term beginning June 1, 2025 and ending May 31, 2032.

13. NEW BUSINESS

14. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, June 18, 2025, at 4:00 p.m. in the Board Room at the Main Library.

15. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Christian Brewington, Children Services Librarian, Outreach Services, Lauren Day, Information Services Assistant, Outreach Services, Camee Hart, Outreach Services Manager, Outreach Services, Tony MacKenzie, Information Services Assistant, Outreach Services, Paul Rankin, Patron Services Assistant/Driver, Outreach Services, Brandon Ulman, Information Services Assistant, Outreach Services, Mark Vella, Patron Services Assistant/Driver, Outreach Services, and Camyel Young, Outreach Services Assistant Manager, Outreach Services, to participate in the “RV Training/Drive Your RV Like a Pro” asynchronous webinar sponsored by RV 101. It is further recommended that registration in the amount of \$30.55 each be reimbursed by the Board.

Sara Carpenter, Catalog Librarian, Cataloging, Kelley Gorniak, Catalog Librarian, Cataloging, and Samuel Robinson, Catalog Librarian, Cataloging, to participate in the “Ohio Valley Group of Technical Services Librarians Conference 2025” webinar being sponsored by OVGTSL from May 15, 2025 through May 16, 2025. It is further recommended that registration in the amount of \$25.00 each be reimbursed by the Board.

Lynette Feliciano, Information Services Assistant, Burkhardt Branch Library, to participate in the “Collection Development Crash Course” webinar sponsored by ALA from July 2, 2025 through July 23, 2025. It is further recommended that registration in the amount of \$239.00 be reimbursed by the Board.

Katie Indoe, Programming Assistant, Youth Services, to attend the “New to Libraries Conference” sponsored by Ohio Library Council and held in Dayton, OH on September 12, 2025. It is further recommended that registration in the amount of \$75.00 be reimbursed by the Board.

Darryn Reams, Teen Services Librarian, Burkhardt Branch Library, to participate in the “First Amendment Audits and Situational Preparedness” webinar being sponsored by University of Wisconsin iSchool from June 2, 2025 through June 29, 2025. It is further recommended that registration in the amount of \$148.50 be reimbursed by the Board.

Lori Rotterman, Information Services Librarian, Special Collections, to attend the “Tales and Trails Family History Conference” being sponsored by the National Genealogical Society and held in Louisville, KY from May 23, 2025 through May 25, 2025. It is further recommended that registration in the amount of \$535.00, ground transportation in the amount of \$83.35, lodging in the amount of \$831.53, and meals in the amount of \$136.00 be reimbursed by the Board.

Samuel Wildman, Safety and Protective Services Officer, Safety and Protective Services, to attend “Adult and Pediatric First Aid/CPR/AED” training, sponsored by the American Red Cross and held in Dayton, OH on May 7, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board of Trustees.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Maggie Simon, Accounting Manager, full-time, Grade S08, Finance, effective May 4, 2025 at the rate of \$31.5514 per hour.

Craig Thompson Jr., Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective May 18, 2025 at the rate of \$19.00 per hour.

Ryan Thurston, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective May 18, 2025 at the rate of \$19.00 per hour.

It is recommended that the following **Change in Position** be accepted:

Bradley Kuykendall, Main Library Manager, full-time, Grade S09, Public Services Administration, from Floating Manager, full-time, Grade S09, Public Services Administration, effective June 1, 2025 at the rate of \$35.9871 per hour.

Jamie McQuinn, Data Assessment Manager, full-time, Grade S09, Public Services Administration, from Main Library Manager, full-time, Grade S09, Public Services Administration, effective May 4, 2025 at the rate of \$52.2883 per hour.

It is recommended that the following **Change in Title** be accepted:

Allison Knight, Youth Services and Programming Director, full-time, Grade S11, Youth Services, from Youth Services Director, full-time, Grade S11, Youth Services, effective March 26, 2023.

It is recommended that the following **Leave Without Pay** be accepted:

Katherine Perkins, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective May 8, 2025 for 24.00 hours for vacation.

Tabitha Perry, Accounting Clerk, full-time, Grade05, Finance, effective April 6, 2025 for 8.53 hours for personal reasons.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective June 18, 2025 for 48.00 hours for vacation.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective October 19, 2025 for 48.00 hours for vacation.

It is recommended that the following **Promotion** be accepted:

Mike Burke, Protective Services Manager, full-time, Grade S07, Safety and Protective Services, from Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective May 4, 2025 at the rate of \$27.7255 per hour.

Dorri Hegyi, Branch Library Manager, full-time, Grade S09, Wilmington-Stroop Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Wilmington-Stroop Branch Library, effective May 18, 2025 at the rate of \$35.9870 per hour.

Jamie McQuinn, Main Library Manager, full-time, Grade S09, Public Services Administration, from Special Collections Manager, full-time, Grade S08, Special Collections, effective March 23, 2025 at the rate of \$52.2883 per hour.

It is recommended that the following **Promotion, Change in Location** be accepted:

Annie Calonico, Youth Experience Manager, full-time, Grade S08, Youth Services, from Teen Services Librarian, full-time, Grade 11, Kettering-Moraine Branch Library, effective June 1, 2025 at the rate of \$31.5514 per hour.

Moneeka Gentry-Stanifer, Assistant Branch Library Manager, full-time, Grade S07, West Branch Library, from Children Services Librarian, full-time, Grade 11, Main Youth Services, effective June 1, 2025 at the rate of \$27.7255 per hour.

Stephen Ginocchio, Information Services Assistant, full-time, Grade 08, Burkhardt Branch Library, from Patron Services Assistant, full-time, Grade 05, West Carrollton Branch Library, effective June 1, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Resignation** be accepted:

Paulette Allen-Floyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 13, 2025.

Max Harshman, Facilities Technician, full-time, Grade 09, Facilities, effective May 2, 2025.

Michael Hensel, Branch Library Manager, full-time, Grade S09, Wilmington-Stroop Branch Library, effective May 9, 2025.

Yasmine Lajimi, Community Wellness Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective May 16, 2025.

Ana Long, Acquisitions Clerk, Substitute, Grade Sub05, Collection Development, effective April 16, 2025.

Sandra Norman, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 19, 2024.

Ryann Pope, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective May 30, 2025.

Ryan Sands, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 15, 2025.

Nerisse Seneca, Senior Patron Services Assistant, full-time, Grade 06, Trotwood Branch Library, effective April 23, 2025.

Donald Stewart Jr., Information Services Assistant, full-time, Grade 08, West Branch Library, effective May 2, 2025.

It is recommended that the following **Return to Appointed Position** be accepted:

Thomas Baker, Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, from Patron Services Assistant, full-time, Grade 05, West Branch Library, effective May 25, 2025.at the rate of \$16.75 per hour.

D. GIFTS AND GRANTS

It is recommended that the following **Gifts** be accepted:

\$20.00 from Jacquelyn Waggamon on April 8, 2025.
\$50.00 from Anonymous on April 18, 2025.
\$25.00 from Phillip Snyder on April 19, 2025.
\$50.00 from Anonymous on April 19, 2025.
\$110.00 from Jenny Warner on April 21, 2025.
\$200.00 from B. Christine McClellan on April 21, 2025.
\$250.00 from Anonymous on April 21, 2025.
\$55.00 from Rob Hardy on April 24, 2025.
\$40,000.00 from the Friends of Dayton Metro Library on April 25, 2025.
\$25.00 from Danielle Tarbert on April 29, 2025.
\$100.00 from Mr. and Mrs. David Avdakov on April 29, 2025.
\$200.00 from Eileen Ponto on April 29, 2025.
\$400.00 from Anonymous on April 29, 2025.
\$25.00 from Anonymous on April 30, 2025.
\$50.00 from Anonymous on May 11, 2025.

It is recommended that the following **Grants** be accepted:

\$10,000.00 from The Disability Foundation on April 16, 2025.
\$2,375.00 from Culture Works on April 17, 2025.

E. CONTRACTS AND AGREEMENTS

It is recommended that the following Contracts and Agreements be approved:

Carousel Digital Signage:

Annual renewal of cloud-based software subscription for digital signage platform Carousel Tightrope. Existing agreement expires next month. This serves 75 digital signs across the system and enables the External Relations team to continually refresh these to suit branch program schedules. New term would be June 6, 2025 – June 5, 2026. Total expense of \$19,000.00.

Creative Financial Staffing

Due to anticipated absences in the Human Resources Department, a temporary staff member will be hired from Creative Financial Staffing (CFS) to begin June 20, 2025, for a period of 6-12 weeks, provisionally anticipated until August 2025.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, May 21, 2025, 4:00 p.m.

PRESENT: Sara Woodhull, Nolan Thomas, Kelly Geers, Shannon Isom,
Myla Cardona-Jones (in at 4:14 p.m.)

PRESIDING: Sara Woodhull, Vice President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The Vice President called the meeting to order at 4:00 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by Mr. Thomas, seconded by Ms. Geers, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by Ms. Geers, seconded by Mr. Thomas, the minutes of the Board meeting of April 16, 2025 were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by Ms. Isom, seconded by Ms. Geers, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Christian Brewington, Children Services Librarian, Outreach Services, Lauren Day, Information Services Assistant, Outreach Services, Camee Hart, Outreach Services Manager, Outreach Services, Tony MacKenzie, Information Services Assistant, Outreach Services, Paul Rankin, Patron Services Assistant/Driver, Outreach Services, Brandon Ulman, Information Services Assistant, Outreach Services, Mark Vella, Patron Services Assistant/Driver, Outreach Services, and Camyel Young, Outreach Services Assistant Manager, Outreach Services, to participate in the “RV Training/Drive Your RV Like a Pro” asynchronous webinar sponsored by RV 101. It is further recommended that registration in the amount of \$30.55 each be reimbursed by the Board.

Sara Carpenter, Catalog Librarian, Cataloging, Kelley Gorniak, Catalog Librarian, Cataloging, and Samuel Robinson, Catalog Librarian, Cataloging, to participate in the “Ohio Valley Group of Technical Services Librarians Conference 2025” webinar being sponsored by OVGTSL from May 15, 2025 through May 16, 2025. It is further recommended that registration in the amount of \$25.00 each be reimbursed by the Board.

Lynette Feliciano, Information Services Assistant, Burkhardt Branch Library, to participate in the “Collection Development Crash Course” webinar sponsored by ALA from July 2, 2025 through July 23, 2025. It is further recommended that registration in the amount of \$239.00 be reimbursed by the Board.

Katie Indoe, Programming Assistant, Youth Services, to attend the “New to Libraries Conference” sponsored by Ohio Library Council and held in Dayton, OH on September 12, 2025. It is further recommended that registration in the amount of \$75.00 be reimbursed by the Board.

Darryn Reams, Teen Services Librarian, Burkhardt Branch Library, to participate in the “First Amendment Audits and Situational Preparedness” webinar being sponsored by University of Wisconsin iSchool from June 2, 2025 through June 29, 2025. It is further recommended that registration in the amount of \$148.50 be reimbursed by the Board.

Lori Rotterman, Information Services Librarian, Special Collections, to attend the “Tales and Trails Family History Conference” being sponsored by the National Genealogical Society and held in Louisville, KY from May 23, 2025 through May 25, 2025. It is further recommended that registration in the amount of \$535.00, ground transportation in the amount of \$83.35, lodging in the amount of \$831.53, and meals in the amount of \$136.00 be reimbursed by the Board.

Samuel Wildman, Safety and Protective Services Officer, Safety and Protective Services, to attend “Adult and Pediatric First Aid/CPR/AED” training, sponsored by the American Red Cross and held in Dayton, OH on May 7, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board of Trustees.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Maggie Simon, Accounting Manager, full-time, Grade S08, Finance, effective May 4, 2025 at the rate of \$31.5514 per hour.

Craig Thompson Jr., Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective May 18, 2025 at the rate of \$19.00 per hour.

Ryan Thurston, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective May 18, 2025 at the rate of \$19.00 per hour.

CHANGE IN POSITION

Bradley Kuykendall, Main Library Manager, full-time, Grade S09, Public Services Administration, from Floating Manager, full-time, Grade S09, Public Services Administration, effective June 1, 2025 at the rate of \$35.9871 per hour.

Jamie McQuinn, Data Assessment Manager, full-time, Grade S09, Public Services Administration, from Main Library Manager, full-time, Grade S09, Public Services Administration, effective May 4, 2025 at the rate of \$52.2883 per hour.

CHANGE IN TITLE

Allison Knight, Youth Services and Programming Director, full-time, Grade S11, Youth Services, from Youth Services Director, full-time, Grade S11, Youth Services, effective March 26, 2023.

LEAVE WITHOUT PAY

Katherine Perkins, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective May 8, 2025 for 24.00 hours for vacation.

Tabitha Perry, Accounting Clerk, full-time, Grade 05, Finance, effective April 6, 2025 for 8.53 hours for personal reasons.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective June 18, 2025 for 48.00 hours for vacation.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective October 19, 2025 for 48.00 hours for vacation.

PROMOTION

Mike Burke, Protective Services Manager, full-time, Grade S07, Safety and Protective Services, from Safety and Protective Services Officer, full-

time, Grade CE2, Safety and Protective Services, effective May 4, 2025 at the rate of \$27.7255 per hour.

Dorri Hegyi, Branch Library Manager, full-time, Grade S09, Wilmington-Stroop Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Wilmington-Stroop Branch Library, effective May 18, 2025 at the rate of \$35.9870 per hour.

Jamie McQuinn, Main Library Manager, full-time, Grade S09, Public Services Administration, from Special Collections Manager, full-time, Grade S08, Special Collections, effective March 23, 2025 at the rate of \$52.2883 per hour.

PROMOTION, CHANGE IN LOCATION

Annie Calonico, Youth Experience Manager, full-time, Grade S08, Youth Services, from Teen Services Librarian, full-time, Grade 11, Kettering-Moraine Branch Library, effective June 1, 2025 at the rate of \$31.5514 per hour.

Moneeka Gentry-Stanifer, Assistant Branch Library Manager, full-time, Grade S07, West Branch Library, from Children Services Librarian, full-time, Grade 11, Main Youth Services, effective June 1, 2025 at the rate of \$27.7255 per hour.

Stephen Ginocchio, Information Services Assistant, full-time, Grade 08, Burkhardt Branch Library, from Patron Services Assistant, full-time, Grade 05, West Carrollton Branch Library, effective June 1, 2025 at the rate of \$19.35 per hour.

RESIGNATION

Paulette Allen-Floyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective March 13, 2025.

Max Harshman, Facilities Technician, full-time, Grade 09, Facilities, effective May 2, 2025.

Michael Hensel, Branch Library Manager, full-time, Grade S09, Wilmington-Stroop Branch Library, effective May 9, 2025.

Yasmine Lajimi, Community Wellness Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective May 16, 2025.

Ana Long, Acquisitions Clerk, Substitute, Grade Sub05, Collection Development, effective April 16, 2025.

Sandra Norman, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 19, 2024.

Ryann Pope, Information Services Assistant, full-time, Grade 08, Kettering-Moraine Branch Library, effective May 30, 2025.

Ryan Sands, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 15, 2025.

Nerisse Seneca, Senior Patron Services Assistant, full-time, Grade 06, Trotwood Branch Library, effective April 23, 2025.

Donald Stewart Jr., Information Services Assistant, full-time, Grade 08, West Branch Library, effective May 2, 2025.

RETURN TO APPOINTED POSITION

Thomas Baker, Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, from Patron Services Assistant, full-time, Grade 05, West Branch Library, effective May 25, 2025.at the rate of \$16.75 per hour.

TUITION REIMBURSEMENT

The Board approved reimbursement for the following individuals for the course indicated once it has been successfully completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tracy Borders, Information Services Assistant, Huber Heights Branch Library, for the course “Resources and Services for People with Disabilities”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50.

Jacobee Buchanan, Floating Information Services Assistant, Floating Department, for the course “Connecting Archives and People”, Kent State University, 3.0 credit hours, at a cost of \$2,537.00, and the course “Foundations of Museum Studies”, Kent State University, 3.0 credit hours, at a cost of \$2,537.00, and the course “Preservation and Conservation of Heritage Materials”, Kent State University, 3.0 credit hours, at a cost of \$2,537.00 for a total of \$7,611.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course “Public Library Management”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 and the course “Seminar on Literature for Youth”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 for a total of \$2,955.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course “Introduction to Research”, Indiana University- Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 and the course “Grant Writing for Libraries”, Indiana University-Indianapolis, 3.0 credit hours, at a cost of \$1,477.50 for a total of \$2,955.00.

GIFTS AND GRANTS

The following Gifts and Grants were approved by the Board.

GIFTS

\$20.00 from Jacquelyn Waggamon on April 8, 2025.

\$50.00 from Anonymous on April 18, 2025.
\$25.00 from Phillip Snyder on April 19, 2025.
\$50.00 from Anonymous on April 19, 2025.
\$110.00 from Jenny Warner on April 21, 2025.
\$200.00 from B. Christine McClellan on April 21, 2025.
\$250.00 from Anonymous on April 21, 2025.
\$55.00 from Rob Hardy on April 24, 2025.
\$40,000.00 from the Friends of Dayton Metro Library on April 25, 2025.
\$25.00 from Danielle Tarbert on April 29, 2025.
\$100.00 from Mr. and Mrs. David Avdakov on April 29, 2025.
\$200.00 from Eileen Ponto on April 29, 2025.
\$400.00 from Anonymous on April 29, 2025.
\$25.00 from Anonymous on April 30, 2025.
\$50.00 from Anonymous on May 11, 2025.

GRANTS

\$10,000.00 from The Disability Foundation on April 16, 2025.
\$2,375.00 from Culture Works on April 17, 2025.

CONTRACTS AND AGREEMENTS

The following Contracts and Agreements were approved by the Board.

Carousel Digital Signage:

Annual renewal of cloud-based software subscription for digital signage platform Carousel Tightrope. Existing agreement expires next month. This serves 75 digital signs across the system and enables the External Relations team to continually refresh these to suit branch program schedules. New term would be June 6, 2025 – June 5, 2026. Total expense of \$19,000.00.

Creative Financial Staffing

Due to anticipated absences in the Human Resources Department, a temporary staff member will be hired from Creative Financial Staffing (CFS) to begin June 20, 2025, for a period of 6-12 weeks, provisionally anticipated until August 2025.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the general public.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for April 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|---------------|---------------------|--------------------------|---------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 4/14/2025 | PLF | 1,303,972.23 | 1,303,972.23 | | |
| 4/18/2025 | RE Taxes | 5,254,876.32 | 3,788,519.88 | 1,466,356.44 | Debt Service |
| Total | | 6,558,848.55 | 5,092,492.11 | 1,466,356.44 | |

On a motion by Mr. Thomas, seconded by Ms. Isom, the April 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director introduced Ashlee Hammond, the new West Branch Library Manager, Andrew Hiatt, the new Northmont Branch Library Manager, and Erin Winchester, the new New Lebanon Branch Library Manager, to the Board.

Allison Knight, Youth Services Director, Liz Hale, Homework Help Manager, Tanela Hicks, Programming Manager, Amber Cristofaro, Early Literacy Coordinator, and Laura Chamberlain, Teen Services Coordinator, shared a presentation about the various ways in which Dayton Metro Library provides literacy programs and support for marginalized communities.

The Executive Director informed the Board that Claudine Bennett was named the 2024 Communications Professional of the Year at the PRSA Gem City Awards, during which Dayton Metro Library also received the Gem City Award for the 2024 Library Card Sign Up Month Campaign, and the Award of Merit for the Free to Belong Campaign.

Ms. Cardona-Jones joined the meeting at 4:14 p.m.

MONTGOMERY COUNTY PUBLIC LIBRARY FUND DISTRIBUTION

The Executive Director recommended the approval of the following Montgomery County Public Library Fund (PLF) distribution formula for the 2025-2026 biennium, which has been agreed to by the four Montgomery County public library systems:

Dayton Metro Library 78.8%

Germantown Public Library 3.2%

Washington-Centerville Public Library 12.5%

Wright Memorial Public Library 5.5%

The above distribution formula would take the place of the previous formula, which was initially adopted by the Montgomery County Budget Commission in 1998, and further revised effective calendar year 2021. As with those previous agreements, the above formula has been approved by all four Montgomery County public library systems.

On a motion by Ms. Geers, seconded by Ms. Cardona-Jones, the Board approved the Montgomery County Public Library Fund Distribution for the 2025-2026 biennium.

Ayes: All
Nays: None

INTELLECTUAL PROPERTY POLICY

It was recommended that the Board approve the below new Intellectual Property Policy:

I. POLICY

All materials, content, and programs developed within the framework of library employment or using DML time, resources, or branding are the exclusive intellectual property of Dayton Metro Library. This includes presentations, toolkits, curriculum, communications and original documents.

The Library retains the unrestricted right to reproduce, distribute, and modify such materials to advance its mission. Use of these materials for profit, or personal gain, without prior written authorization, constitutes a conflict of interest. The staff member is expected to avoid any activity-paid or unpaid-that creates a real or perceived conflict with the duties and interests of the library.

II. PROCEDURES

1. For programs developed exclusively by Dayton Metro Library staff members, no exceptions to the above policy are to be made, save with prior express written authorization by the External Relations Director or an authorized Library Director.
2. All documents created by DML staff for DML use are public records and must be shared according to Ohio's Public Records Act.
3. In the course of Library business, third-party vendors and contractors are often involved in preparing or assisting Library programs. Any exceptions to the above policy must be agreed in advance by both parties as part of the contractual agreement.
4. Staff are encouraged to share information about DML services, programs, policies, and other work products to the benefit of other libraries. This may include conference presentations, sharing with colleagues at other libraries, and publication in professional journals, newsletters, websites or other media outlets.

III. DEFINITIONS

Authorized Library Director- For the purposes of this Policy, authorized Library Directors shall be members of the Executive Director’s Cabinet and the External Relations Manager.

On a motion by Mr. Thomas, seconded by Ms. Geers, the Board approved the new Intellectual Property Policy.

Ayes: All
Nays: None

RESOLUTION TO RENAME THE KETTERING-MORAINES BRANCH LIBRARY MANAGER POSITION

It was recommended that the Board approve the following resolution to rename the Kettering-Moraine Branch Library Manager position, in recognition of a gift given by the Dayton Metro Library Foundation through the James and Geraldine Summers Fund:

WHEREAS, the Dayton Metro Library has benefitted from an ongoing fund-raising partnership with the Dayton Metro Library Foundation; and

WHEREAS, the Dayton Metro Library Foundation has benefitted from the donor-advised James and Geraldine Summers Fund, a generous donation made for the continued support of the operations of the Kettering-Moraine Branch Library; and

WHEREAS, in response to a request by Dayton Metro Library, the Dayton Metro Library Foundation has agreed to donate \$100,000.00 per year from the Summers Fund, for a period of five years, effective July 1, 2025, until June 30, 2030, to support the salary and benefits of the Kettering-Moraine Branch Library Manager,

THEREFORE, BE IT RESOLVED, that, in recognition and for the duration of this agreement, the Kettering-Moraine Branch Library Manager position shall be renamed the “James and Geraldine Summers Fund Kettering-Moraine Branch Library Manager.” All reference to the position including email signatures, business cards, staff directory and any other occurrences will reflect the new name.

Attested to this date, May 21, 2025 by the Board of Library Trustees

On a motion by Ms. Cardona-Jones, seconded by Mr. Thomas, the Board adopted this resolution.

Ayes: All
Nays: None

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board continued reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 102- Crisis Communication Plan” in advance of this meeting, which was reviewed by Debi Chess, External Relations and Development Director.

It is recommended that the Board review “Policy AD 104- Hazard Communication Policy” in advance of the June 18, 2025 meeting.

On a motion by Ms. Geers, seconded by Mr. Thomas, the Board approved “Policy AD 102- Crisis Communication Plan,” as revised.

Ayes: All
Nays: None

CORRESPONDENCE

Since the April 2025 Board meeting, the Board received a resolution from the Montgomery County Board of County Commissioners appointing Mr. Carl Kennebrew to fulfill a second full seven-year term beginning June 1, 2025 and ending May 31, 2032.

NEW BUSINESS

The Executive Director shared flyers with the Board of Trustees concerning the Social Justice Speakers Series and the Hometown Heroes initiative. He noted that the May 22nd Social Justice Speakers Series event featuring Dr. Ilyasah Shabazz had been moved to the Northwest Branch Library, in order to avoid NATO traffic.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, June 18, 2025 at 4:00 p.m. in the Board Room of the Main Library.

ADJOURNMENT

On a motion by Mr. Thomas, seconded by Ms. Isom, the Board adjourned at 5:51 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

REVISED- AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, June 18, 2025, 4:00 p.m.

1. OATH OF OFFICE

The Oath of Office as outlined in the Ohio Public Library Trustees Handbook will be administered to all Library Board Members, the Fiscal Officer and the Deputy Fiscal Officer by Gil Rutledge, Commissioned Notary Public for the State of Ohio.

2. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

3. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

4. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the May 21, 2025 meeting of the Board.

5. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. GIFTS AND GRANTS

It is recommended that the Board approve the Gifts and Grants as listed at the end of the agenda.

D. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the Contracts and Agreements as listed at the end of the agenda.

6. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

7. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Reports for May 2025 are included in the Board packet.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|----------------------------|---------------------|--------------------------|-------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 5/15/2025 | PLF | 1,806,601.54 | 1,303,972.23 | | |
| 5/28/2025 | Real Estate Tax Settlement | 1,343,507.29 | 766,561.32 | 576,945.97 | Debt Service |
| Total | | 3,150,108.83 | 2,070,533.55 | 576,945.97 | |

8. EXECUTIVE DIRECTOR'S REPORT - INFORMATION

The Executive Director will update the Board on current library programs and services.

- The Executive Director will provide an update regarding the 2023 Regular Audit, which was recently returned, and which is included in the Board packets.

The Executive Director will introduce the following new managers:

- Margaret Buck, Main Youth Services Manager
- Mike Burke, Safety and Protective Services Manager
- Annie Calonico, Youth Experience Manager
- Dorri Hegyi, Wilmington-Stroop Branch Library Manager
- Bradley Kuykendall, Main Library Manager
- Maggie Simon, Accounting Manager
- Subrina Thompson, Assistant Patron Services Manager

9. RESOLUTION AUTHORIZING A VOLUNTARY RETIREMENT PROGRAM – ACTION

It is recommended that the Board approve the following Voluntary Retirement Program:

Due to the immediate need to balance our budget, address the uncertainty surrounding Library funding sources, and implement sustainable solutions, the Dayton Metro Library plans to offer a one-time Voluntary Retirement Incentive to employees who are eligible on or before August 31, 2025, for a reduced or unreduced retirement through the Ohio Public Employees Retirement System (OPERS). The Retirement Incentive is a lump sum payment equal to seventy-five percent (75%) of an Employee's accrued but unused sick leave as of the Employee's Separation Date, subject to applicable withholdings. The Library's maximum incentive payout is \$1,000,000 based on affordability. If interest exceeds available funds, preference will be given to those with the most years of service with the Library. This Plan is contingent upon DML's Board of Trustees approval, anticipated on June 18, 2025. Employees must separate from DML employment on or before 8/31/2025.

10. MEMORANDUM OF UNDERSTANDING WITH THE DAYTON METRO LIBRARY STAFFING ASSOCIATION TO EXTEND THE COLLECTIVE BARGAINING AGREEMENT –ACTION

It is recommended that the Board of Trustees approve the following Memorandum of Understanding with the Dayton Metro Library Staffing Association:

MEMORANDUM OF UNDERSTANDING (MOU)

Between DAYTON METRO LIBRARY (DML, or “The Library”)

And DAYTON METRO LIBRARY STAFF ASSOCIATION (DMLSA, or “The Union”)

June 18, 2025

1. The Library has requested to postpone negotiations with the Union due to potential financial changes in the state budget. This budget is a crucial source of funding for the Library and may result in a reduction or even the elimination of the 2025 budget.
2. Additionally, the Library is introducing a Voluntary Retirement Incentive plan designed to provide benefits to staff who choose to retire.
3. Based on the information mentioned above, a Memorandum of Understanding (MOU) between the Library and the Union will result in a delayed negotiation and a four (4) month contract extension to expire on or before October 31, 2025.
4. The current collective bargaining agreement will remain in effect until the Union ratifies the contract and the Library Board approves it on or before October 31, 2025.
5. All decisions regarding compensation, including pay rate increases, will be postponed until the Union and the Library negotiate a new collective bargaining agreement. If a pay rate increase for 2025 is agreed upon during negotiations, the increase will be retroactive to July 1, 2025.
6. The Dayton Metro Library will honor the current collective bargaining agreement and pay out bonus pay to bargaining unit staff during the pay period that includes July 1, 2025, and awarded in the following manner:
 1. Eight (8) hours of pay will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
 2. Staff who have completed one year or more at the top of the pay range will receive eight (8) hours of pay (prorated for part-time staff). This pay is in addition to the pay that all full-time staff receive, as outlined in paragraph 1 above.
 3. In addition to the pay shown in the paragraphs above, eight (8) hours of pay will be granted annually to all full-time bargaining unit members (prorated for part-time staff) during the pay period that includes July 1.
7. Good Faith Bargaining: Both Parties affirm their continued commitment to engage in good faith bargaining during the contract extension period to reach a mutually satisfactory successor agreement. Except as described in this MOU, this document does not modify the CBA and the CBA remains in full force and effect. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

8. The parties' collective bargaining agreement and this MOU represent the parties' entire agreement with respect to the subject matter discussed in this MOU.

9. This MOU shall become effective upon execution by both Parties and shall remain in effect through October 31, 2025, unless extended or modified by mutual written consent.

11. A RESOLUTION TO AUTHORIZE THE STANDARD BONUS PAY FOR ALL CONFIDENTIAL STAFF FOR THE PAY PERIOD INCLUDING JULY 1, 2025 – ACTION

Whereas, Dayton Metro Library has an established precedent of providing bonus pay to Confidential Staff each year for the pay period including July 1st, and

Whereas, Dayton Metro Library Administration has communicated to the Dayton Metro Library Staffing Association that this practice will continue in 2025, and

Whereas, the Collective Bargaining Agreement between the Board of Trustees of the Dayton Metro Library and the Dayton Metro Library Staffing Association stipulates that bonus pay shall be awarded in the following manner:

1. Eight (8) hours pay will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
2. Staff who have completed one year or more at the top of the pay range will receive eight 8 hours pay (pro-rated for part-time staff). This pay is in addition to the pay that all full-time staff receive under paragraph E-1 above.
3. In addition to pay shown in E1 above, eight (8) hours of pay will be granted annually to all full-time bargaining unit members, (prorated for part-time staff), during the pay period that includes July 1.

Whereas, bonus pay to confidential staff has always been awarded the same manner as described above, now,

THEREFORE, BE IT RESOLVED, that in continuation of this precedent, the Board of Trustees of the Dayton Metro Library authorizes that bonuses be paid to all members of confidential staff, in the manner described above, for the pay period including July 1, 2025.

12. RESOLUTION TO DELAY 2025 BONUS PAY FOR MANAGERIAL STAFF – ACTION

Whereas, Dayton Metro Library has an established precedent of providing bonus pay to Bargaining Unit and Confidential Staff each year for the pay period including July 1st, and

Whereas, Managers have traditionally been awarded in-kind bonuses for the same pay period, and

Whereas, the State budget proposals for the State of Ohio are yet to be finalized, but have consistently shown a forecasted decrease in State Library funding, necessitating the Dayton Metro Library to consider all expenses and costs, and

Whereas, the current uncertainty surrounding this budget makes it difficult to forecast funding,

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Dayton Metro Library delays any potential 2025 bonuses to managers until October 31, 2025, or until negotiations with the Union conclude and payrates are set, whichever comes first. At this time, the Board shall determine whether such bonuses shall be paid, and their delivery time and amounts.

13. **LIBRARY STAFF SERVING ON LOCAL OR COMMUNITY BOARDS POLICY – ACTION**

It is recommended that the following new Policy be adopted by the Board:

I. POLICY

In the course of Library employment, some local organizations may ask Library employees to serve on their Boards. While Dayton Metro Library is willing to accommodate such requests in order to foster partnership and community engagement, there is also a necessity to ensure that no perceived or actual conflicts of interest arise from such appointments. In order to clarify expectations for handling such requests, it shall be Dayton Metro Library's policy that, excepting in situations where the board position is mandated by statute or contract, or where the Board of Trustees or Director of Dayton Metro Library has granted the request after consultation with legal counsel, Dayton Metro Library employees shall refrain from serving on Boards of organizations with whom the Library contracts.

II. PROCEDURES

1. In all aspects, Dayton Metro Library shall defer to Ohio Revised Code (ORC) and the Ohio Ethics Commission (OEC) in these and any other matters involving perceived or actual conflicts of interest. Any changes or amendments to ORC shall supersede this Board policy, until such a time as the requisite amendments may be made to return the policy to full compliance with the law.
2. If a Library employee is asked to serve on a community organization's Board, that employee should consult with the Fiscal Officer/Finance Director to determine whether the Library has any recurring contracts with the organization, or whether any contracts have been held within the last five years. Only if there are no such contracts between the organizations in this period may the employee acquiesce to the appointment. Approval from the Executive Director or their representative is also required before serving on a board on behalf of Dayton Metro Library.
3. All existing employees shall disclose to the Library any community organizations for which they already serve on Boards.
4. Any Library employees who began serving upon local Boards with whom the Library contracts prior to the adoption of this Board Policy shall resign their positions on said

Boards with immediate effect, or as quickly as is feasible without unduly harming that Board (in order to avoid their falling below mandated quorum, or preventing necessary action, etc.).

5. If a Dayton Metro Library employee is serving on a Board of an organization which does not contract with the Library, and a new contract is adopted between the Library and that organization, the employee should resign from that Board with immediate effect, or as quickly as is feasible without unduly harming the Board.
6. Any questions relating to this policy are to be addressed by the Montgomery County Prosecutor's Office. Such questions should be referred to the Executive Assistant or Fiscal Officer/Finance Director, who will liaise with this office. Individual employees should not contact the County Prosecutor's office directly in relation to this policy.

III. DEFINITIONS

Contracts- For the purpose of this Policy, an organization shall be considered to be "contracting" with Dayton Metro Library if they have any active or recurring fiscal agreements with the Library. An organization which has held fiscal agreements within the Library within the past five years shall also be ineligible for service by a Dayton Metro Library employee. If an organization has a significant or long-standing partnership with an organization, regardless of contract situation, Dayton Metro Library reserves the right to deny authority for employees to serve on such Boards.

14. POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 104- Hazard Communication Policy" in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review "Policy AD 105- Investment Policy" in advance of the July 16, 2025 meeting.

15. CORRESPONDENCE –INFORMATION

Since the May Board Meeting, the Auditor of State, Kenneth Faber, released a press release relating to Dayton Metro Library's 2023 audit. This included a finding for recovery of \$1,751.54 against Christina Sanders, former Fiscal Officer/Finance Director for late penalties and fees in filing. The full report is included in the Board packets.

16. NEW BUSINESS

17. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, July 16, 2025 at 4:00 p.m. in the Board Room at the Main Library.

18. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Laura Chamberlain, Teen Services Coordinator, and Allison Knight, Youth Services Director, to attend the “New to Libraries Conference,” sponsored by OLC and held in Dayton, OH, on September 12, 2025. It is further recommended that registration in the amount of \$75.00 each be reimbursed by the Board.

Liz Hale, Homework Help Manager, Youth Services, to attend the “2025 National Arts Integration and STEAM Conference” sponsored by Institute for Arts Integration and STEAM being held in Baltimore, MD, from July 8, 2025 through July 9, 2025. It is further recommended that expenses not to exceed \$1,000.00 be reimbursed by the Board. The remainder of the estimated \$1,678.95 expenses are to be self-funded by the employee.

Camee Hart, Outreach Services Manager, Outreach Services, to attend the “ABOS Annual Conference” sponsored by the Association of Bookmobile and Outreach Services, and held in St. Louis, MO, from October 7, 2025 through October 10, 2025. It is further recommended that expenses not to exceed \$1,000.00 be reimbursed by the Board. The remainder of the estimated \$2,577.30 expenses are to be self-funded by the employee.

Lori Rotterman, Information Services Librarian, Special Collections, to attend “And We Settled Here- the Jewish Journey” sponsored by the International Association of Jewish Genealogical Societies and held in Fort Wayne, IN, from August 11, 2025, through August 14, 2025. It is further recommended that expenses not to exceed \$1,000.00 be reimbursed by the Board. The remainder of the estimated \$1,626.84 expenses are to be self-funded by the employee.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Dieudonne Buzima, Patron Services Assistant, full-time, Grade 05, Patron Services, effective June 15, 2025 at the rate of \$17.09 per hour.

Jordan Champion, Information Services Assistant, full-time, Grade 08, Trotwood Branch Library, effective June 1, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Stephanie Baldwin, Receiving Clerk, 4/5-time, Grade 03, Technical Services, effective June 9, 2025 for 60 calendar days for illness.

Teresa Curtis-Morrow, Information Services Assistant, full-time, Grade 08, Brookville Branch Library, effective May 21, 2025 for 22.5 hours for illness.

It is recommended that the following **Promotion, Change in Location** be accepted:

Jessica Hunter, Assistant Branch Library Manager, full-time, Grade S07, Northmont Branch Library, from Nonprofit Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 15, 2025 at the rate of \$29.3341 per hour.

Molly Millsop, Assistant Branch Library Manager, full-time, Grade S07, Vandalia Branch Library, from Information Services Librarian, full-time, Grade 11, Huber Heights Branch Library, effective June 29, 2025 at the rate of \$27.7255 per hour.

It is recommended that the following **Resignation** be accepted:

Deanna Koeller, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 15, 2025.

Craig Lefteroff, Branch Library Manager, full-time, Grade S09, Kettering-Moraine Branch Library, effective June 27, 2025.

Caillen Smith, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 20, 2025.

Sharron Williams, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 22, 2025.

It is recommended that the following **Retirement** be accepted:

Teresa Adkins, Patron Services Assistant, full-time, Grade 05, Vandalia Branch Library, effective June 30, 2025, after more than 18 years of service.

C. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$100.00 from Lawrence Litscher on May 24, 2025.
\$100.00 from Barbara Czestochowa on May 25, 2025.
\$250.00 from Todd and Lora Stowe on May 28, 2025.
\$50.00 from Anonymous on May 29, 2025.
\$100.00 from Jennifer Evans on May 31, 2025.
\$500.00 from Anonymous on May 31, 2025.
\$25.00 from Pam Walker on June 2, 2025.
\$25.00 from Dorothy Trame on June 2, 2025.
\$25.00 from Howard Schumacher on June 2, 2025.
\$25.00 from Richard Kern on June 2, 2025.
\$50.00 from Valerie Lee on June 2, 2025.
\$50.00 from Mary Lou Baker Jones on June 2, 2025.
\$50.00 from Iris Igawa on June 2, 2025.
\$75.00 from Karl Balbach on June 2, 2025.
\$100.00 from Mr. and Mrs. Marvin Olinsky on June 2, 2025.
\$100.00 from Deirdre Logan on June 3, 2025.
\$200.00 from Squire Brown on June 4, 2025.
\$2,500.00 from Megan Emmons on June 4, 2025.
\$10.00 from Linda Gau on June 5, 2025.
\$20.00 from Anonymous on June 5, 2025.
\$100.00 from Sara Woodhull on June 5, 2025.

\$25.00 from Jaime Pacheco on June 9, 2025.
\$50.00 from Patricia Sales on June 9, 2025.
\$50.00 from Winnie Johnson on June 9, 2025.
\$50.00 from Philip and Louisa Dreety on June 9, 2025.
\$100.00 from Vanessa Demetriades on June 9, 2025.
\$100.00 from J. Stephen Herbert on June 9, 2025.
\$25.00 from Rap Hankins on June 10, 2025.
\$100.00 from Mr. and Mrs. Michael Parks on June 10, 2025.
\$50.00 from Carole McCarthy on June 11, 2025.

It is recommended that the following **Grants** be accepted:

\$10,000.00 from Paul William Marshall and Linda Lombard on June 6, 2025.

D. CONTRACTS AND AGREEMENTS

It is recommended that the following Contracts and Agreements be accepted:

Five Rivers:

A memorandum of understanding with Five Rivers Metro Parks for a binocular lending program from the West and West Carrollton locations. Binoculars and any replacements will be provided by Five Rivers, and this is a non-paid partnership.

Charlton Charlton and Associates:

A contract with Charlton Charlton and Associates, in order to facilitate workshops and 2 two-hour long leadership sessions for Dayton Metro Library's Department for Community Engagement. The agreement will last through October 2025 and the cost shall be \$8,300.

Training Marbles:

A contract with Training Marbles, Inc. to conduct an employee Climate Survey. The cost is \$5,000.00.

LakeTec:

Agreement related to the E-rate project to replace aging branch UPS hardware.

Nationwide Power:

Agreement with Nationwide Power for installation, removal, and disposal of batteries in DML data center UPS systems.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, June 18, 2025, 4:00 p.m.

PRESENT: Sara Woodhull, Nolan Thomas, Carl Kennebrew,
Myla Cardona-Jones

PRESIDING: Sara Woodhull, Vice President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The Vice President called the meeting to order at 4:00 p.m.

OATH OF OFFICE

The Oath of Office as outlined in the Ohio Public Library Trustees Handbook was administered to the Library Board Members in attendance, the Fiscal Officer and the Deputy Fiscal Officer by Gil Rutledge, Commissioned Notary Public for the State of Ohio.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by Mr. Kennebrew, seconded by Mr. Thomas, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by Mr. Thomas, seconded by Ms. Cardona-Jones, the minutes of the Board meeting of May 21, 2025 were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Laura Chamberlain, Teen Services Coordinator, and Allison Knight, Youth Services Director, to attend the “New to Libraries Conference,” sponsored by OLC and held in Dayton, OH, on September 12, 2025. It is further recommended that registration in the amount of \$75.00 each be reimbursed by the Board.

Liz Hale, Homework Help Manager, Youth Services, to attend the “2025 National Arts Integration and STEAM Conference” sponsored by Institute for Arts Integration and STEAM being held in Baltimore, MD, from July 8, 2025 through July 9, 2025. It is further recommended that expenses not to exceed \$1,000.00 be reimbursed by the Board. The remainder of the estimated \$1,678.95 expenses are to be self-funded by the employee.

Camee Hart, Outreach Services Manager, Outreach Services, to attend the “ABOS Annual Conference” sponsored by the Association of Bookmobile and Outreach Services, and held in St. Louis, MO, from October 7, 2025 through October 10, 2025. It is further recommended that expenses not to exceed \$1,000.00 be reimbursed by the Board. The remainder of the estimated \$2,577.30 expenses are to be self-funded by the employee.

Lori Rotterman, Information Services Librarian, Special Collections, to attend “And We Settled Here- the Jewish Journey” sponsored by the International Association of Jewish Genealogical Societies and held in Fort Wayne, IN, from August 11, 2025, through August 14, 2025. It is further recommended that expenses not to exceed \$1,000.00 be reimbursed by the Board. The remainder of the estimated \$1,626.84 expenses are to be self-funded by the employee.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Dieudonne Buzima, Patron Services Assistant, full-time, Grade 05, Patron Services, effective June 15, 2025 at the rate of \$17.09 per hour.

Jordan Champion, Information Services Assistant, full-time, Grade 08, Trotwood Branch Library, effective June 1, 2025 at the rate of \$19.35 per hour.

LEAVE WITHOUT PAY

Stephanie Baldwin, Receiving Clerk, 4/5-time, Grade 03, Technical Services, effective June 9, 2025 for 60 calendar days for illness.

Teresa Curtis-Morrow, Information Services Assistant, full-time, Grade 08, Brookville Branch Library, effective May 21, 2025 for 22.5 hours for illness.

PROMOTION, CHANGE IN LOCATION

Jessica Hunter, Assistant Branch Library Manager, full-time, Grade S07, Northmont Branch Library, from Nonprofit Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 15, 2025 at the rate of \$29.3341 per hour.

Molly Millsop, Assistant Branch Library Manager, full-time, Grade S07, Vandalia Branch Library, from Information Services Librarian, full-time, Grade 11, Huber Heights Branch Library, effective June 29, 2025 at the rate of \$27.7255 per hour.

RESIGNATION

Deanna Koeller, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 15, 2025.

Craig Lefteroff, Branch Library Manager, full-time, Grade S09, Kettering-Moraine Branch Library, effective June 27, 2025.

Caillen Smith, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 20, 2025.

Sharron Williams, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective May 22, 2025.

RETIREMENT

Teresa Adkins, Patron Services Assistant, full-time, Grade 05, Vandalia Branch Library, effective June 30, 2025, after more than 18 years of service.

GIFTS AND GRANTS

The following Gifts and Grants were approved by the Board.

GIFTS

\$100.00 from Lawrence Litscher on May 24, 2025.
\$100.00 from Barbara Czestochowa on May 25, 2025.
\$250.00 from Todd and Lora Stowe on May 28, 2025.
\$50.00 from Anonymous on May 29, 2025.
\$100.00 from Jennifer Evans on May 31, 2025.
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\$25.00 from Richard Kern on June 2, 2025.

\$50.00 from Valerie Lee on June 2, 2025.
\$50.00 from Mary Lou Baker Jones on June 2, 2025.
\$50.00 from Iris Igawa on June 2, 2025.
\$75.00 from Karl Balbach on June 2, 2025.
\$100.00 from Mr. and Mrs. Marvin Olinsky on June 2, 2025.
\$100.00 from Deirdre Logan on June 3, 2025.
\$200.00 from Squire Brown on June 4, 2025.
\$2,500.00 from Megan Emmons on June 4, 2025.
\$10.00 from Linda Gau on June 5, 2025.
\$20.00 from Anonymous on June 5, 2025.
\$100.00 from Sara Woodhull on June 5, 2025.
\$25.00 from Jaime Pacheco on June 9, 2025.
\$50.00 from Patricia Sales on June 9, 2025.
\$50.00 from Winnie Johnson on June 9, 2025.
\$50.00 from Philip and Louisa Dreety on June 9, 2025.
\$100.00 from Vanessa Demetriades on June 9, 2025.
\$100.00 from J. Stephen Herbert on June 9, 2025.
\$25.00 from Rap Hankins on June 10, 2025.
\$100.00 from Mr. and Mrs. Michael Parks on June 10, 2025.
\$50.00 from Carole McCarthy on June 11, 2025.

GRANTS

\$10,000.00 from Paul William Marshall and Linda Lombard on June 6, 2025.

CONTRACTS AND AGREEMENTS

The following Contracts and Agreements were approved by the Board.

Five Rivers:

A memorandum of understanding with Five Rivers Metro Parks for a binocular lending program from the West and West Carrollton locations. Binoculars and any replacements will be provided by Five Rivers, and this is a non-paid partnership.

Charlton Charlton and Associates:

A contract with Charlton Charlton and Associates, in order to facilitate workshops and 2 two-hour long leadership sessions for Dayton Metro Library's Department for Community Engagement. The agreement will last through October 2025 and the cost shall be \$8,300.

Training Marbles:

A contract with Training Marbles, Inc. to conduct an employee Climate Survey. The cost is \$5,000.00.

LakeTec:

Agreement related to the E-rate project to replace aging branch UPS hardware.

Nationwide Power:

Agreement with Nationwide Power for installation, removal, and disposal of batteries in DML data center UPS systems.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

Chelsea Yergens, the Membership and Communications Officer of the Dayton Metro Library Staff Association (DMLSA) and member of the Labor-Management Committee (LMC) shared that she believed the decision to reduce library hours ought to have been postponed until the financial situation was more clear. She noted that similar changes in hours have not been enacted by neighboring libraries, nor most of the large library systems in Ohio. She also stated that the methodology used by Administration to implement such changes represented a violation of the Collective Bargaining Agreement, as the change in hours was only discussed with the LMC after it had been implemented. When the DMLSA complained about this violation, administration agreed to an LMC meeting, which the DMLSA believed to be productive and collaborative, though many of the suggestions from the meeting were not implemented, to the speaker's disappointment. She believes there were alternate solutions suggested which would have represented less disruption to library employees.

Lori Rotterman, President of the Dayton Metro Library Staff Association and co-chair of the Labor Management Committee, stated that the changes requiring staff to work until 7:00 p.m. three days a week will be disruptive for staff and their families. She shared that some members of staff view the changes as an attempt to reduce staff without invoking a RIF. She reminded the Board of the costs associated with employee turnover, and said she does not feel staff are being properly considered or valued. Lori also expressed incredulity at some of the expenses approved as part of the Contracts and Agreements section of the agenda, which she feels to be at odds with the goal of cost-cutting. She expressed hope that the July LMC meeting will be collaborative and productive, with all recommendations considered fully. She concluded by saying that the goals of the DMLSA and management are the same, to provide excellent service to our communities. She urges a unified approach in order to meet these needs and those of library employees.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for May 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|----------------------------|---------------------|--------------------------|-------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 5/15/2025 | PLF | 1,806,601.54 | 1,303,972.23 | | |
| 5/28/2025 | Real Estate Tax Settlement | 1,343,507.29 | 766,561.32 | 576,945.97 | Debt Service |
| Total | | 3,150,108.83 | 2,070,533.55 | 576,945.97 | |

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the May 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director introduced the following new managers:

- Margaret Buck, Main Youth Services Manager
- Mike Burke, Protective Services Manager
- Annie Calonico, Youth Experience Manager
- Dorri Hegyi, Wilmington-Stroop Branch Library Manager
- Bradley Kuykendall, Main Library Manager
- Maggie Simon, Accounting Manager
- Subrina Thompson, Assistant Patron Services Manager

The Executive Director shared the most recent updates from the Ohio Library Council concerning potential budget cuts. The latest estimates from the Senate version of the State budget sees a greater cut to Library funding than did the House version. Library funding remains a line item under this proposal, eliminating the Public Library Fund as a percentage of the General Revenue Fund. Under the Senate version, several state agencies, including the State Library of Ohio, are now funded out of the Public Library Fund line, resulting in an anticipated \$35m decrease to public libraries statewide from 2025 funding to 2026. Dayton Metro Library is now anticipating a \$1m decrease in funding for this fiscal year, which is roughly the cost to fund two library branches annually. The second year of the biennium would see a further \$700k reduction. The Library will continue to monitor the state budget process, and is seeking to be proactive in its cost containment measures. The Executive Director shared that the switch to summer hours has saved the system approximately \$340k, but he will continue to work with the Fiscal Officer/Finance Director and leadership team to determine additional opportunities for cost savings and how best to budget for the anticipated shortfall.

RESOLUTION AUTHORIZING A VOLUNTARY RETIREMENT PROGRAM

It was recommended that the Board approve the following Voluntary Retirement Program:

Due to the immediate need to balance our budget, address the uncertainty surrounding Library funding sources, and implement sustainable solutions, the Dayton Metro Library plans to offer a one-time Voluntary Retirement Incentive to employees who are eligible on or before August 31, 2025, for a reduced or unreduced retirement through the Ohio Public Employees Retirement System (OPERS). The Retirement Incentive is a lump sum payment equal to seventy-five percent (75%) of an Employee's accrued but unused sick leave as of the Employee's Separation Date, subject to applicable withholdings. The Library's maximum incentive payout is \$1,000,000 based on affordability. If interest exceeds available funds, preference will be given to those with the most years of service with the Library. This Plan is contingent upon DML's Board of Trustees approval, anticipated on June 18, 2025. Employees must separate from DML employment on or before 8/31/2025.

On a motion by Ms. Cardona-Jones, seconded by Mr. Kennebrew, the Board approved the Voluntary Retirement Program.

Ayes: All
Nays: None

MEMORANDUM OF UNDERSTANDING WITH THE DAYTON METRO LIBRARY
STAFFING ASSOCIATION TO EXTEND THE COLLECTIVE BARGAINING AGREEMENT

It was recommended that the Board of Trustees approve the following Memorandum of Understanding with the Dayton Metro Library Staffing Association:

MEMORANDUM OF UNDERSTANDING (MOU)

Between DAYTON METRO LIBRARY (DML, or “The Library”)

And DAYTON METRO LIBRARY STAFF ASSOCIATION (DMLSA, or “The Union”)

June 18, 2025

1. The Library has requested to postpone negotiations with the Union due to potential financial changes in the state budget. This budget is a crucial source of funding for the Library and may result in a reduction or even the elimination of the 2025 budget.
2. Additionally, the Library is introducing a Voluntary Retirement Incentive plan designed to provide benefits to staff who choose to retire.
3. Based on the information mentioned above, a Memorandum of Understanding (MOU) between the Library and the Union will result in a delayed negotiation and a four (4) month contract extension to expire on or before October 31, 2025.
4. The current collective bargaining agreement will remain in effect until the Union ratifies the contract and the Library Board approves it on or before October 31, 2025.
5. All decisions regarding compensation, including pay rate increases, will be postponed until the Union and the Library negotiate a new collective bargaining agreement. If a pay rate increase for 2025 is agreed upon during negotiations, the increase will be retroactive to July 1, 2025.
6. The Dayton Metro Library will honor the current collective bargaining agreement and pay out bonus pay to bargaining unit staff during the pay period that includes July 1, 2025, and awarded in the following manner:
 1. Eight (8) hours of pay will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
 2. Staff who have completed one year or more at the top of the pay range will receive eight 8 hours of pay (prorated for part-time staff). This pay is in addition to the pay that all full-time staff receive, as outlined in paragraph 1 above.

3. In addition to the pay shown in the paragraphs above, eight (8) hours of pay will be granted annually to all full-time bargaining unit members (prorated for part-time staff) during the pay period that includes July 1.

7. Good Faith Bargaining: Both Parties affirm their continued commitment to engage in good faith bargaining during the contract extension period to reach a mutually satisfactory successor agreement. Except as described in this MOU, this document does not modify the CBA and the CBA remains in full force and effect. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

8. The parties' collective bargaining agreement and this MOU represent the parties' entire agreement with respect to the subject matter discussed in this MOU.

9. This MOU shall become effective upon execution by both Parties and shall remain in effect through October 31, 2025, unless extended or modified by mutual written consent.

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the Memorandum of Understanding was approved by the Board.

Ayes: All

Nays: None

A RESOLUTION TO AUTHORIZE THE STANDARD BONUS PAY FOR ALL
CONFIDENTIAL STAFF FOR THE PAY PERIOD INCLUDING JULY 1, 2025

It was recommended that the Board approve the following Resolution:

Whereas, Dayton Metro Library has an established precedent of providing bonus pay to Confidential Staff each year for the pay period including July 1st, and

Whereas, Dayton Metro Library Administration has communicated to the Dayton Metro Library Staffing Association that this practice will continue in 2025, and

Whereas, the Collective Bargaining Agreement between the Board of Trustees of the Dayton Metro Library and the Dayton Metro Library Staffing Association stipulates that bonus pay shall be awarded in the following manner:

1. Eight (8) hours pay will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
2. Staff who have completed one year or more at the top of the pay range will receive eight 8 hours pay (pro-rated for part-time staff). This pay is in addition to the pay that all full-time staff receive under paragraph E-1 above.
3. In addition to pay shown in E1 above, eight (8) hours of pay will be granted annually to all full-time bargaining unit members, (prorated for part-time staff), during the pay period that includes July 1.

Whereas, bonus pay to confidential staff has always been awarded the same manner as described above, now,

THEREFORE, BE IT RESOLVED, that in continuation of this precedent, the Board of Trustees of the Dayton Metro Library authorizes that bonuses be paid to all members of confidential staff, in the manner described above, for the pay period including July 1, 2025.

On a motion by Mr. Kennebrew, seconded by Ms. Cardona-Jones, the Resolution was approved.

Ayes: All

Nays: None

RESOLUTION TO DELAY 2025 BONUS PAY FOR MANAGERIAL STAFF

It was recommended that the Board approve the following Resolution:

Whereas, Dayton Metro Library has an established precedent of providing bonus pay to Bargaining Unit and Confidential Staff each year for the pay period including July 1st, and

Whereas, Managers have traditionally been awarded in-kind bonuses for the same pay period, and

Whereas, the State budget proposals for the State of Ohio are yet to be finalized, but have consistently shown a forecasted decrease in State Library funding, necessitating the Dayton Metro Library to consider all expenses and costs, and

Whereas, the current uncertainty surrounding this budget makes it difficult to forecast funding,

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Dayton Metro Library delays any potential 2025 bonuses to managers until October 31, 2025, or until negotiations with the Union conclude and payrates are set, whichever comes first. At this time, the Board shall determine whether such bonuses shall be paid, and their delivery time and amounts.

On a motion by Ms. Cardona-Jones, seconded by Mr. Thomas, the Resolution was approved.

Ayes: All

Nays: None

LIBRARY STAFF SERVING ON LOCAL OR COMMUNITY BOARDS POLICY

It was recommended that the following new Policy be adopted by the Board:

I. POLICY

In the course of Library employment, some local organizations may ask Library employees to serve on their Boards. While Dayton Metro Library is willing to accommodate such requests in order to foster partnership and community engagement, there is also a necessity to ensure that no perceived or actual conflicts of interest arise from such appointments. In order to clarify expectations for handling such requests, it shall be Dayton Metro Library's policy that, excepting in situations where the board position is mandated by

statute or contract, or where the Board of Trustees or Director of Dayton Metro Library has granted the request after consultation with legal counsel, Dayton Metro Library employees shall refrain from serving on Boards of organizations with whom the Library contracts.

II. PROCEDURES

1. In all aspects, Dayton Metro Library shall defer to Ohio Revised Code (ORC) and the Ohio Ethics Commission (OEC) in these and any other matters involving perceived or actual conflicts of interest. Any changes or amendments to ORC shall supersede this Board policy, until such a time as the requisite amendments may be made to return the policy to full compliance with the law.
2. If a Library employee is asked to serve on a community organization's Board, that employee should consult with the Fiscal Officer/Finance Director to determine whether the Library has any recurring contracts with the organization, or whether any contracts have been held within the last five years. Only if there are no such contracts between the organizations in this period may the employee acquiesce to the appointment. Approval from the Executive Director or their representative is also required before serving on a board on behalf of Dayton Metro Library.
3. All existing employees shall disclose to the Library any community organizations for which they already serve on Boards.
4. Any Library employees who began serving upon local Boards with whom the Library contracts prior to the adoption of this Board Policy shall resign their positions on said Boards with immediate effect, or as quickly as is feasible without unduly harming that Board (in order to avoid their falling below mandated quorum, or preventing necessary action, etc.).
5. If a Dayton Metro Library employee is serving on a Board of an organization which does not contract with the Library, and a new contract is adopted between the Library and that organization, the employee should resign from that Board with immediate effect, or as quickly as is feasible without unduly harming the Board.
6. Any questions relating to this policy are to be addressed by the Montgomery County Prosecutor's Office. Such questions should be referred to the Executive Assistant or Fiscal Officer/Finance Director, who will liaise with this office. Individual employees should not contact the County Prosecutor's office directly in relation to this policy.

III. DEFINITIONS

Contracts- For the purpose of this Policy, an organization shall be considered to be "contracting" with Dayton Metro Library if they have any active or recurring fiscal agreements with the Library. An organization which has held fiscal agreements within the Library within the past five years shall also be ineligible for service by a Dayton Metro Library employee. If an organization has a significant or long-standing partnership with an organization, regardless of

contract situation, Dayton Metro Library reserves the right to deny authority for employees to serve on such Boards.

On a motion by Mr. Thomas, seconded by Mr. Kennebrew, the new policy was adopted by the Board.

Ayes: Three
Nays: None
Abstentions: One

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board continued reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 104- Hazard Communication Policy” in advance of this meeting, which was reviewed by Rachel Gut, Deputy Executive Director.

It is recommended that the Board review “Policy AD 105- Investment Policy” in advance of the June 18, 2025 meeting.

CORRESPONDENCE

Since the May Board Meeting, the Auditor of State, Kenneth Faber, released a press release relating to Dayton Metro Library’s 2023 audit. This included a finding for recovery of \$1,751.54 against Christina Sanders, former Fiscal Officer/Finance Director for late penalties and fees in filing. The full report was included in the Board packets.

The Executive Director explained that this late filing occurred very shortly after Ms. Sanders was appointed to the role of Fiscal Officer/Finance Director, and at a time when the Finance department had vacancies. He stated that the Finance department is now fully staffed, and does not anticipate any further late filings.

NEW BUSINESS

No New Business was brought before the Board.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, July 16, 2025 at 4:00 p.m. in the Board Room of the Main Library.

ADJOURNMENT

On a motion by Mr. Kennebrew, seconded by Mr. Thomas, the Board adjourned at 4:36 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, July 16, 2025, 4:00 p.m.

PRESENT: Nolan Thomas, Shannon Isom, Sara Woodhull, David Williamson, Kelly Geers, Myla Cardona-Jones, Carl Kennebrew

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:00 p.m.

OATH OF OFFICE

The Oath of Office was administered to David Williamson, Shannon Isom and Kelly Geers, who were unable to attend the June meeting, by Gil Rutledge, Notary Public.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by President Williamson, seconded by Ms. Geers, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by President Williamson, seconded by Ms. Woodhull, the minutes of the June 18, 2025 meeting were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by President Williamson, seconded by Mr. Kennebrew, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Ann Riegle Crichton, Community Development Manager, Community Impact and Engagement, John Elison, Assistant Branch Library Manager, Northwest Branch Library, Lynette Feliciano, Information Services Assistant, Burkhardt Branch Library, Brandy Foward, Information Services Assistant, Northwest Branch Library, Ashlee Hammond, Branch Library Manager, West Branch Library, Khalil Ian Kinser, Teen services Librarian, Miami Township Branch Library, Wendy Knapp, Branch Library Manager, Huber Heights Branch Library, Wren Newmark-Weishan, Children Services Librarian, Northwest Branch Library, Robert Owens, Community Impact and Engagement Manager, Community Impact and Engagement, and Cindy Woodruff, Branch Library Manager, Miamisburg Branch Library, to participate in the on-demand "ServSafe Person-in-Charge" webinar sponsored by ServSafe.com and the National Restaurant Association. It is further recommended that registration in the amount of \$22.00 each be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Howie Hope, Patron Services Assistant, full-time, Grade 05, Patron Services, effective June 15, 2025 at the rate of \$16.75 per hour.

JoAnn Williams, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective July 13, 2025 at the rate of \$15.20 per hour.

LEAVE WITHOUT PAY

Maia Grandy, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective July 9, 2025 for 24.00 hours for vacation.

Maia Grandy, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 15, 2025 for 8.00 hours for vacation.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective October 19, 2025 for 48.00 hours for vacation.

Brittany Townsend, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective July 10, 2025 for 32.00 hours for personal reasons.

PROMOTION, CHANGE IN LOCATION

Maia Grandy, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, from Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective June 29, 2025 at the rate of \$19.35 per hour.

Maria Ruiz-Olide, Assistant Branch Library Manager, full-time, Grade S07, Wilmington-Stroop Branch Library, from Children Services Librarian, full-time, Grade 11, Southeast Branch Library, effective July 27, 2025 at the rate of \$27.7255 per hour.

Shaun Wright, James and Geraldine Summers Fund Kettering-Moraine Branch Library Manager, full-time, Grade S09, Kettering-Moraine Branch Library, from Information Services Manager, full-time, Grade S08, Information Services, effective August 10, 2025 at the rate of \$37.2014 per hour.

RESIGNATION

Mariah Johnson, Cultural Programming Manager, full-time, Grade S08, Youth Services, effective June 20, 2025.

Brittany Mikolajewski, Information Services Assistant, full-time, Grade 08, Vandalia Branch Library, effective July 25, 2025.

Samuel Wildman, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective June 14, 2025.

RETIREMENT

Theresa Araya, Senior Patron Services Assistant, full-time, Grade 06, Electra C. Doren Branch Library, effective June 21, 2025.

Robin Wynn, Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, effective July 31, 2025, after more than 30 years of service.

GIFTS AND GRANTS

GIFTS

The Board approved each of the following gifts:

\$20.00 from Regina Whittington on June 12, 2025.

\$25.00 from Village of Phillipsburg on June 13, 2025.

\$25.00 from Ints Kaleps on June 13, 2025.

\$1,888.00 from Lori Hausfeld on June 17, 2025.
\$20.00 from Kathleen Saine on June 18, 2025.
\$20.00 from Anonymous on June 18, 2025.
\$20.00 from Victoria Madera on June 18, 2025.
\$20.00 from Sarah Arnett on June 18, 2025.
\$25.00 from Amber Cristofaro on June 18, 2025.
\$30.00 from Shelley Sommer on June 18, 2025.
\$30.00 from Anonymous on June 18, 2025.
\$40.00 from Anonymous on June 18, 2025.
\$100.00 from Elizabeth Schumacher-Berger on June 18, 2025.
\$250.00 from Susan DeLuca on June 18, 2025.
\$20.00 from Emily Helm on June 19, 2025.
\$25.00 from David Gibbs on June 19, 2025.
\$250.00 from Matthew Lemon on June 19, 2025.
\$1,000.00 from Mr. and Mrs. Steven B. Horenstein on June 20, 2025.
\$25.00 from Jane F. Miller on June 21, 2025.
\$700.00 from Susanne King on June 23, 2025.
\$50.00 from Mr. and Mrs. Ron Cramer on June 24, 2025.
\$40.00 from Shelbe R. Marshall on June 27, 2025.
\$20.00 from Eakasit Thonawan on June 29, 2025.
\$20.00 from Anonymous on July 2, 2025.
\$50.00 from Constance Beal on July 2, 2025.
\$100.00 from Betsy Whitney on July 2, 2025.
\$2,000.00 from Peter and Rebecca Williams on July 7, 2025.
\$50.00 from Jane Rahn on July 10, 2025.

GRANTS

The Board approved each of the following grants:

\$10,000.00 from the Dayton Metro Library Foundation on July 3, 2025.
\$100,000.00 from the Dayton Metro Library Foundation on July 3, 2025.
\$100,000.00 from the Dayton Metro Library Foundation on July 3, 2025.

CONTRACTS AND AGREEMENTS

The Board approved the following contracts and agreements:

Park Place Technologies:

A service contract with Park Place Technologies for hardware maintenance and support on production systems that are beyond their warranty period.

Pomeroy Technologies, LLC:

Professional services to install and configure replacement network equipment in the DML data center. Eligible for partial refund through E-Rate.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the General Public.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for June 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|-------------------|---------------------|--------------------------|-------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 6/13/2025 | PLF | 1,968,799.990 | 1,968,799.90 | | |
| 6/20/2025 | Real Estate Taxes | 634,184.84 | 440,874.36 | 193,310.48 | Debt Service |
| 6/27/2025 | Real Estate Taxes | 178,904.36 | 125,088.00 | 53,816.36 | Debt Service |
| Total | | 2,781,889.10 | 2,534,762.26 | 247,126.84 | |

On a motion by President Williamson, seconded by Mr. Thomas, the June 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

AMENDED 2025 APPROPRIATION RESOLUTION

It was necessary to amend the 2025 Appropriation Resolution so that unencumbered funds in various accounts could be used to cover possible deficiencies in some appropriated accounts in order to satisfy financial obligations.

The Fiscal Officer recommended the following amended appropriation allocations for the fiscal year ending December 31, 2025:

| <u>2025 First Revised Appropriations</u> | |
|---|-----------------------------|
| <u>GENERAL FUND</u> | |
| 1000 – Salaries & Benefits | 27,853,200.00 |
| 2000 - Supplies | 896,115.00 |
| 3000 - Purchased Services | 7,522,925.00 |
| 4000 – Library Materials & Information | 5,472,000.00 |
| 5000 - Capital Outlay | 718,988.00 |
| 6000 - Debt Service | - |
| 7000 - Other Objects | 181,455.00 |
| 8000 – Contingency | - |
| 9000 – Transfer Out | 88,612.00 |
| Total General Fund Appropriations | <u>42,733,295.00</u> |
| <u>SPECIAL REVENUE FUND</u> | |
| 2000- Supplies | - |
| 3000- Purchased Services | 133,530.00 |
| 5000- Capital Outlay | 288,713.00 |
| Total Special Revenue Appropriations | <u>422,243.00</u> |
| <u>DEBT SERVICES FUND</u> | |
| 3000 - Purchased Services | 220,000.00 |
| 6000 - Debt Services | 10,064,462.00 |
| Total Debt Services Fund Appropriations | <u>10,284,462.00</u> |
| <u>BUILDING AND REPAIR FUND</u> | |
| 3000 - Purchased Services | - |
| 5000 - Capital Outlay | - |
| 7000 - Miscellaneous | - |
| 9000-Transfer Out | 3,000,000.00 |
| Total Building and Repair Fund Appropriations | <u>3,000,000.00</u> |
| <u>TAXABLE CONSTRUCTION FUND</u> | |
| 2000 - Supplies | - |
| 3000 - Purchased Services | - |
| 5000 - Capital Outlay | - |
| 7000 - Miscellaneous | - |
| Total Taxable Construction Fund Appropriations | <u>-</u> |
| Total All Funds Appropriations | <u>56,440,000.00</u> |

| Appropriation Category | Net Change |
|------------------------|----------------|
| General Fund | |
| Capital Outlay | \$ (88,612.00) |
| Transfer Out | \$ 88,612.00 |
| | |
| Special Revenue | |
| Purchase services | \$ (3,634.00) |
| Capital Outlay | \$ 3,634.00 |

On a motion by President Williamson, seconded by Ms. Geers, the Board approved the Amended 2025 Appropriation Resolution.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director reviewed the Library's new operating hours, which will go into effect August 4, 2025:

Monday: 10 AM to 7 PM
Tuesday, Wednesday, Friday and Saturday: 9:30 AM to 6 PM
Thursday: 11:00 AM to 8:00 PM

The Executive Director shared that these hours were implemented in response to cuts to the State budget, which will reduce funding to the Dayton Metro Library by \$1.6m over the current biennium. These hours reflect the most frequent usage across the system, and enable a single-shift model to be implemented throughout the week. Messaging will be important, and press conferences and community events have been planned to share this information. After Labor Day, Sunday hours will return to Main, as promised during the levy campaign.

The Executive Director introduced Moneeka Gentry-Stanifer, the new Assistant Branch Library Manager for the West Branch Library.

AMENDED MONTGOMERY COUNTY PUBLIC LIBRARY FUND DISTRIBUTION

The initial version of this Board action-which was approved during the May 21, 2025 meeting included a scrivener's error, indicating that the measure pertained to the 2025-2026 biennium, rather than that of 2026-2027. It is recommended that the Board approve an amended version of this action, which corrects this error and maintains the pre-agreed formula, which has been agreed to by the four Montgomery County public library systems.

It is recommended that the Board approve the following Montgomery County PLF distribution formula for the 2026-2027 biennium, which has been agreed to by the four Montgomery County public library systems:

Dayton Metro Library 78.8%

Germantown Public Library 3.2%

Washington-Centerville Public Library 12.5%

Wright Memorial Public Library 5.5%

The above distribution formula would take the place of the previous formula, which was initially adopted by the Montgomery County Budget Commission in 1998, and further revised effective calendar year 2021. As with those previous agreements, the above formula has been approved by all four Montgomery County public library systems.

On a motion by President Williamson, seconded by Ms. Cardona-Jones, the Board approved the Amended Montgomery County Public Library Fund Distribution.

Ayes: All

Nays: None

A RESOLUTION TO AUTHORIZE THE STANDARD BONUS PAY FOR ALL
MANAGERIAL STAFF, FOR THE PAY PERIOD INCLUDING JULY 16, 2025

It was recommended that the Board approve the following Resolution:

Whereas, Dayton Metro Library has an established precedent of providing bonus pay to managerial staff each year for the pay period including July 1st, and

Whereas, the Dayton Metro Library Board of Trustees has authorized such bonuses to be paid to all bargaining unit and confidential staff, and

Whereas, the precedent has been for such bonuses to be given in the same manner and on the same timeframe for managerial staff, and

Whereas, the Board passed a Resolution during the June 18, 2025 meeting, which delayed bonuses for managerial staff until there was more clarity around the state budget, and

Whereas, the State budget has now been passed, and

Whereas, the Collective Bargaining Agreement between the Board of Trustees of the Dayton Metro Library and the Dayton Metro Library Staffing Association stipulates that bonus pay shall be awarded in the following manner:

1. Eight (8) hours pay will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
2. Staff who have completed one year or more at the top of the pay range will receive eight 8 hours pay (pro-rated for part-time staff). This pay is in addition to the pay that all full-time staff receive under paragraph E-1 above.
3. In addition to pay shown in E1 above, eight (8) hours of pay will be granted annually to all full-time bargaining unit members, (prorated for part-time staff), during the pay period that includes July 1.

Whereas, bonus pay to managerial staff has always been awarded in the same manner as described above, now,

THEREFORE, BE IT RESOLVED, that in continuation of this precedent, the Board of Trustees of the Dayton Metro Library authorizes that bonuses be paid to all managerial staff, in the manner described above, and not to exceed a total cost of \$50,000.00, for the pay period including July 16, 2025.

On a motion by President Williamson, seconded by Ms. Woodhull, the Board approved the Resolution.

Ayes: All
Nays: None

VIRTUAL MEETINGS POLICY

Pursuant to Ohio House Bill 257, certain public bodies, including Library Boards, are permitted to hold and attend meetings virtually, effective March 19, 2025. One condition for allowing such meetings to take place is that any such institutions must first adopt a Virtual Meetings Policy which is in accordance with ORC 121.221.

It should be noted that included in the current version of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library is Article VI, Section 4, which states that “a quorum for the transaction of business at any meeting shall consist of four members of the Board present in person.” The Bylaws will thus need to be amended in order to allow for virtual attendance, prior to any Trustees attending virtually.

As a preliminary step towards allowing for the possibility of virtual meetings in future, it is recommended that the Board approve the following new Virtual Meetings Policy:

I. POLICY

In accordance with Ohio Revised Code, Dayton Metro Library, as a “body politic and corporate,” may hold certain meetings for certain purposes virtually, by means of video conference or any similar electronic technology. In conducting such meetings, Dayton Metro Library shall adhere in all aspects to the Ohio Revised Code, specifically ORC 121.221, and any laws or amendments hereinafter to be enacted.

II. PROCEDURES

1. In all aspects, Dayton Metro Library shall defer to Ohio Revised Code in ensuring that these meetings are conducted properly and in accordance with state law. Any changes or amendments to ORC shall supersede this Board policy, until such a time as the requisite amendments may be made to return the policy to full compliance with the law.
2. Whenever one or more Board members elects to attend a Board meeting virtually, regardless of the avenue in which this is conducted, commensurate opportunities for virtual attendance must be made available to the public.

3. When a Trustee does attend virtually, provided all other Procedures have been followed, that member shall be considered present as if in person at the meeting, shall be permitted to vote, and shall be counted for purposes of determining whether a quorum is present.
4. Any resolution, rule, or formal action of any kind shall have the same effect as if it occurred during a physical meeting of the Board.
5. Trustees who intend to attend meetings virtually must notify the Board President no fewer than 48 hours in advance of the meeting, except in the case of an emergency meeting.
6. Dayton Metro Library shall provide notice of virtual meetings to the public, and to media who have requested notification at least 72 hours in advance of the meeting, excepting situations wherein the Board President was notified by a Trustee with fewer than 72 hours and more than 48 hours' notice, in which case notice must be provided at least 48 hours in advance of the meeting. Notice shall include the time, location, and agenda of the meeting, along with the formats of the meeting and the purpose of the meeting. Dayton Metro Library shall additionally amend their website to include notice of the virtual option, as well as a link to the relevant virtual platform.
7. In the event of an emergency, which necessitates immediate official action, Dayton Metro Library shall immediately notify the media and public. Notice shall include the time, location, and agenda of the meeting, along with the formats of the meeting and the purpose of the meeting. For the purposes of this section, emergency meetings shall refer to Special Meetings called with fewer than 48 hours' advance notice. All emergency meetings shall be designated as such in the agenda and minutes of these meetings.
8. Virtual attendance offerings to the public must be commensurate with the means used by the Board, and Dayton Metro Library shall ensure that members of the public attending virtually can observe and hear the discussions of all members of the Board, whether the member is participating in person or electronically. Members of the public body shall have a sufficient internet or other electronic connection to allow the member to be seen and heard clearly, and shall be visible at all times.
9. All votes taken in a virtual meeting shall be taken by a roll call vote unless there is a motion for unanimous consent, and the motion is not objected to by a member of the Board. If a vote is taken unanimously, the minutes shall reflect how the members voted, including any abstentions.
10. The Board is forbidden from conducting virtual meetings when any of the following apply:
 - a. The meeting involves a vote to approve a major nonroutine expenditure.
 - b. The meeting involves a major hiring decision.
 - c. The meeting involves a purpose to propose, approve or vote on a tax issue or tax increase.
11. If, upon the notification of an upcoming meeting of a public body, and not later than forty-eight hours before the meeting, at least two members of the Board notifies the Board President that an item in the agenda must be acted upon at a meeting conducted fully in person, upon the Board President's acknowledgment of receipt of the notification, the Board shall take action on the item of the agenda only at a meeting conducted fully in person.
12. In accordance with Dayton Metro Library's Public Comment Policy, patrons who have provided advance notice may be permitted to provide their Public Comment virtually. Dayton Metro Library shall ensure that such Public Commenters are able to be seen and

heard, via technology that is widely available with the public, and commensurate with that used by the Board.

III. DEFINITIONS

“Meeting” has the same meaning as in section 121.22 of the Ohio Revised Code

“Public body” has the same meaning as in section 121.22 of the Ohio Revised Code

“Multi-party meeting” means a meeting in which the members of a public body and the members of at least one other public body are participants

“Virtual attendance” refers to attendance by Board members by means of video conference or any similar electronic technology, as described in ORC 121.221

“Emergency Meeting” refers to a Special Meeting called with fewer than 48 hours’ notice in response to an emergency requiring immediate official action

“Major Hiring Decision” refers to the hiring or termination of Officers of the Board: the Executive Director and Fiscal Officer/Finance Director

“Major Nonroutine Expenditure” refers to new, non-renewing financial agreements exceeding \$100,000.00, or which involve the sale or acquisition of real estate

The Board raised numerous questions and concerns about the Virtual Meetings Policy as drafted above. **By unanimous consent, President Williamson tabled this discussion to be revisited at the August 23, 2025 Board Retreat.**

In the meantime, Trustees were directed to compile their questions in a manner that would enable consideration by the County Prosecutor’s office.

RESOLUTION TO ESTABLISH A STANDING FINANCE COMMITTEE

It was recommended that the Board approve the following Resolution:

Whereas, the Dayton Metro Library Board of Trustees has recently created numerous Finance Committees, which met on an ad hoc basis, and

Whereas, the most recent such ad hoc committee, from 2024, was composed of the Board President, Kelly Geers and Carl Kennebrew, and

Whereas, the reductions made to Library funding require discussion and deliberation, and

Whereas, it has been deemed necessary by the Board President that a Standing Finance Committee is needed, now,

THEREFORE, BE IT RESOLVED, that a standing Finance Committee be established by the Dayton Metro Library Board of Trustees. The committee shall be composed of the Board President, Kelly Geers and Carl Kennebrew.

Upon review, the Constitution and Bylaws of the Dayton Metro Library do not allow for standing committees.

As such, no action was taken, and it was determined that the Finance Committee shall remain ad hoc.

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 105- Investment Policy” in advance of this meeting, as it was the policy for discussion. No changes were recommended.

It is recommended that the Board review “Policy AD 106- Disposing of Public Property Policy” in advance of the September 17, 2025 meeting.

BOARD RETREAT

President Williamson solicited discussion topics for the August 23, 2025 Board Retreat, which will be held in the Community Room of the West Branch Library.

Trustees were asked to direct any such topics to President Williamson, Jeffrey Trzeciak and Gil Rutledge.

NEW BUSINESS

President Williamson announced that DPS will not be providing bus passes this year, which may have an impact upon the Library’s downtown branches, and may contribute to truancy. The Executive Director will meet with DPS leadership to stay informed.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next Special meeting of the Dayton Metro Library Board of Trustees will be Saturday, August 23, 2025 at 9:30 a.m. in the Community Room of the West Branch Library

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, September 17, 2025 at 4:00 p.m. in the Community Room at the Vandalia Branch Library.

ADJOURNMENT

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board adjourned at 5:22 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

REVISED- AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, July 16, 2025, 4:00 p.m.

1. OATH OF OFFICE

The Oath of Office as outlined in the Ohio Public Library Trustees Handbook will be administered to Library Board Members who were unable to attend the June Meeting by Gil Rutledge, Notary Public.

2. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

3. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

4. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the June 18, 2025 meeting of the Board.

5. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conferences as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. GIFTS AND GRANTS

It is recommended that the Board approve the gifts and grants as listed at the end of the agenda.

D. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the agenda.

6. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda.
The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

7. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for June 2025 is included in the Board packet.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|---|-------------------|---------------|-------------------|------------|--------------|
| Date | Source | Amount | Use in Operations | Investment | Where |
| 6/13/2025 | PLF | 1,968,799.990 | 1,968,799.90 | | |
| 6/20/2025 | Real Estate Taxes | 634,184.84 | 440,874.36 | 193,310.48 | Debt Service |
| 6/27/2025 | Real Estate Taxes | 178,904.36 | 125,088.00 | 53,816.36 | Debt Service |

| | | | |
|--------------|---------------------|---------------------|-------------------|
| Total | 2,781,889.10 | 2,534,762.26 | 247,126.84 |
|--------------|---------------------|---------------------|-------------------|

8. EXECUTIVE DIRECTOR'S REPORT –INFORMATION

The Executive Director will update the Board on current library programs and services.

- The Executive Director will review the Library's new operating hours, and discuss the methodology which was used in establishing them.

The Executive Director will introduce the following new managers:

- Moneeka Gentry-Stanifer, West Branch Assistant Library Manager

9. AMENDED MONTGOMERY COUNTY PUBLIC LIBRARY FUND DISTRIBUTION – ACTION

The initial version of this Board action-which was approved during the May 21, 2025 meeting-included a scrivener's error, indicating that the measure pertained to the 2025-2026 biennium, rather than that of 2026-2027. It is recommended that the Board approve an amended version of this action, which corrects this error and maintains the pre-agreed formula, which has been agreed to by the four Montgomery County public library systems.

It is recommended that the Board approve the following Montgomery County PLF distribution formula for the 2026-2027 biennium, which has been agreed to by the four Montgomery County public library systems:

Dayton Metro Library 78.8%

Germantown Public Library 3.2%

Washington-Centerville Public Library 12.5%

Wright Memorial Public Library 5.5%

The above distribution formula would take the place of the previous formula, which was initially adopted by the Montgomery County Budget Commission in 1998, and further revised effective calendar year 2021. As with those previous agreements, the above formula has been approved by all four Montgomery County public library systems.

10. A RESOLUTION TO AUTHORIZE THE STANDARD BONUS PAY FOR ALL MANAGERIAL STAFF, FOR THE PAY PERIOD INCLUDING JULY 16, 2025 – ACTION

It is recommended that the Board approve the following Resolution:

Whereas, Dayton Metro Library has an established precedent of providing bonus pay to managerial staff each year for the pay period including July 1st, and

Whereas, the Dayton Metro Library Board of Trustees has authorized such bonuses to be paid to all bargaining unit and confidential staff, and

Whereas, the precedent has been for such bonuses to be given in the same manner and on the same timeframe for managerial staff, and

Whereas, the Board passed a Resolution during the June 18, 2025 meeting, which delayed bonuses for managerial staff until there was more clarity around the state budget, and

Whereas, the State budget has now been passed, and

Whereas, the Collective Bargaining Agreement between the Board of Trustees of the Dayton Metro Library and the Dayton Metro Library Staffing Association stipulates that bonus pay shall be awarded in the following manner:

1. Eight (8) hours pay will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
2. Staff who have completed one year or more at the top of the pay range will receive eight 8 hours pay (pro-rated for part-time staff). This pay is in addition to the pay that all full-time staff receive under paragraph E-1 above.
3. In addition to pay shown in E1 above, eight (8) hours of pay will be granted annually to all full-time bargaining unit members, (prorated for part-time staff), during the pay period that includes July 1.

Whereas, bonus pay to managerial staff has always been awarded in the same manner as described above, now,

THEREFORE, BE IT RESOLVED, that in continuation of this precedent, the Board of Trustees of the Dayton Metro Library authorizes that bonuses be paid to all managerial staff, in the manner described above, and not to exceed a total cost of \$50,0000.00, for the pay period including July 16, 2025.

11. VIRTUAL MEETINGS POLICY –ACTION

Pursuant to Ohio House Bill 257, certain public bodies, including Library Boards, are permitted to hold and attend meetings virtually, effective March 19, 2025. One condition for allowing such meetings to take place is that any such institutions must first adopt a Virtual Meetings Policy which is in accordance with ORC 121.221.

It should be noted that included in the current version of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library is Article VI, Section 4, which states that “a quorum for the transaction of business at any meeting shall

consist of four members of the Board present in person.” The Bylaws will thus need to be amended in order to allow for virtual attendance, prior to any Trustees attending virtually.

As a preliminary step towards allowing for the possibility of virtual meetings in future, it is recommended that the Board approve the following new Virtual Meetings Policy:

I. POLICY

In accordance with Ohio Revised Code, Dayton Metro Library, as a “body politic and corporate,” may hold certain meetings for certain purposes virtually, by means of video conference or any similar electronic technology. In conducting such meetings, Dayton Metro Library shall adhere in all aspects to the Ohio Revised Code, specifically ORC 121.221, and any laws or amendments hereinafter to be enacted.

II. PROCEDURES

1. In all aspects, Dayton Metro Library shall defer to Ohio Revised Code in ensuring that these meetings are conducted properly and in accordance with state law. Any changes or amendments to ORC shall supersede this Board policy, until such a time as the requisite amendments may be made to return the policy to full compliance with the law.
2. Whenever one or more Board members elects to attend a Board meeting virtually, regardless of the avenue in which this is conducted, commensurate opportunities for virtual attendance must be made available to the public.
3. When a Trustee does attend virtually, provided all other Procedures have been followed, that member shall be considered present as if in person at the meeting, shall be permitted to vote, and shall be counted for purposes of determining whether a quorum is present.
4. Any resolution, rule, or formal action of any kind shall have the same effect as if it occurred during a physical meeting of the Board.
5. Trustees who intend to attend meetings virtually must notify the Board President no fewer than 48 hours in advance of the meeting, except in the case of an emergency meeting.
6. Dayton Metro Library shall provide notice of virtual meetings to the public, and to media who have requested notification at least 72 hours in advance of the meeting, excepting situations wherein the Board President was notified by a Trustee with fewer than 72 hours and more than 48 hours’ notice, in which case notice must be provided at least 48 hours in advance of the meeting. Notice shall include the time, location, and agenda of the meeting, along with the formats of the meeting and the purpose of the meeting. Dayton Metro Library shall additionally amend their website to include notice of the virtual option, as well as a link to the relevant virtual platform.
7. In the event of an emergency, which necessitates immediate official action, Dayton Metro Library shall immediately notify the media and public. Notice shall include the time, location, and agenda of the meeting, along with the formats of the meeting and the purpose of the meeting. For the purposes of this section, emergency meetings shall refer to Special Meetings called with fewer than 48 hours’ advance notice. All emergency meetings shall be designated as such in the agenda and minutes of these meetings.

8. Virtual attendance offerings to the public must be commensurate with the means used by the Board, and Dayton Metro Library shall ensure that members of the public attending virtually can observe and hear the discussions of all members of the Board, whether the member is participating in person or electronically. Members of the public body shall have a sufficient internet or other electronic connection to allow the member to be seen and heard clearly, and shall be visible at all times.
9. All votes taken in a virtual meeting shall be taken by a roll call vote unless there is a motion for unanimous consent, and the motion is not objected to by a member of the Board. If a vote is taken unanimously, the minutes shall reflect how the members voted, including any abstentions.
10. The Board is forbidden from conducting virtual meetings when any of the following apply:
 - a. The meeting involves a vote to approve a major nonroutine expenditure.
 - b. The meeting involves a major hiring decision.
 - c. The meeting involves a purpose to propose, approve or vote on a tax issue or tax increase.
11. If, upon the notification of an upcoming meeting of a public body, and not later than forty-eight hours before the meeting, at least two members of the Board notifies the Board President that an item in the agenda must be acted upon at a meeting conducted fully in person, upon the Board President's acknowledgment of receipt of the notification, the Board shall take action on the item of the agenda only at a meeting conducted fully in person.
12. In accordance with Dayton Metro Library's Public Comment Policy, patrons who have provided advance notice may be permitted to provide their Public Comment virtually. Dayton Metro Library shall ensure that such Public Commenters are able to be seen and heard, via technology that is widely available with the public, and commensurate with that used by the Board.

III. DEFINITIONS

"Meeting" has the same meaning as in section 121.22 of the Ohio Revised Code

"Public body" has the same meaning as in section 121.22 of the Ohio Revised Code

"Multi-party meeting" means a meeting in which the members of a public body and the members of at least one other public body are participants

"Virtual attendance" refers to attendance by Board members by means of video conference or any similar electronic technology, as described in ORC 121.221

"Emergency Meeting" refers to a Special Meeting called with fewer than 48 hours' notice in response to an emergency requiring immediate official action

"Major Hiring Decision" refers to the hiring or termination of Officers of the Board: the Executive Director and Fiscal Officer/Finance Director

"Major Nonroutine Expenditure" refers to new, non-renewing financial agreements exceeding \$100,000.00, or which involve the sale or acquisition of real estate

12. RESOLUTION TO ESTABLISH A STANDING FINANCE COMMITTEE –ACTION

It is recommended that the Board approve the following Resolution:

Whereas, the Dayton Metro Library Board of Trustees has recently created numerous Finance Committees, which met on an ad hoc basis, and

Whereas, the most recent such ad hoc committee, from 2024, was composed of the Board President, Kelly Geers and Carl Kennebrew, and

Whereas, the reductions made to Library funding require discussion and deliberation, and

Whereas, it has been deemed necessary by the Board President that a Standing Finance Committee is needed, now,

THEREFORE, BE IT RESOLVED, that a standing Finance Committee be established by the Dayton Metro Library Board of Trustees. The committee shall be composed of the Board President, Kelly Geers and Carl Kennebrew.

13. POLICY REVIEW –INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 105- Investment Policy” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 106- Disposing of Public Property Policy” in advance of the September 17, 2025 meeting.

14. BOARD RETREAT— INFORMATION

The Board President will solicit topics for discussion during the August 23, 2025 Board Retreat, which will be held at 9:30 a.m. in the Community Room of the West Branch Library.

15. NEW BUSINESS

16. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next Special meeting of the Dayton Metro Library Board of Trustees will be Saturday, August 23, 2025 at 9:30 a.m. in the Community Room of the West Branch Library

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, September 17, 2025 at 4:00 p.m. in the Community Room at the Vandalia Branch Library.

17. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Ann Riegler Crichton, Community Development Manager, Community Impact and Engagement, John Elison, Assistant Branch Library Manager, Northwest Branch Library, Lynette Feliciano, Information Services Assistant, Burkhardt Branch Library, Brandy Foward, Information Services Assistant, Northwest Branch Library, Ashlee Hammond, Branch Library Manager, West Branch Library, Khalil Ian Kinser, Teen services Librarian, Miami Township Branch Library, Wendy Knapp, Branch Library Manager, Huber Heights Branch Library, Wren Newmark-Weishan, Children Services Librarian, Northwest Branch Library, Robert Owens, Community Impact and Engagement Manager, Community Impact and Engagement, and Cindy Woodruff, Branch Library Manager, Miamisburg Branch Library, to participate in the on-demand "ServSafe Person-in-Charge" webinar sponsored by ServSafe.com and the National Restaurant Association. It is further recommended that registration in the amount of \$22.00 each be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Howie Hope, Patron Services Assistant, full-time, Grade 05, Patron Services, effective June 15, 2025 at the rate of \$16.75 per hour.

JoAnn Williams, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective July 13, 2025 at the rate of \$15.20 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Maia Grandy, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective July 9, 2025 for 24.00 hours for vacation.

Maia Grandy, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 15, 2025 for 8.00 hours for vacation.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective October 19, 2025 for 48.00 hours for vacation.

Brittany Townsend, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective July 10, 2025 for 32.00 hours for personal reasons.

It is recommended that the following **Promotion, Change in Location** be accepted:

Maia Grandy, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, from Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective June 29, 2025 at the rate of \$19.35 per hour.

Maria Ruiz-Olide, Assistant Branch Library Manager, full-time, Grade S07, Wilmington-Stroop Branch Library, from Children Services Librarian, full-time, Grade 11, Southeast Branch Library, effective July 27, 2025 at the rate of \$27.7255 per hour.

Shaun Wright, James and Geraldine Summers Fund Kettering-Moraine Branch Library Manager, full-time, Grade S09, Ketterin-Moraine Branch Library, from Information Services Manager, full-time, Grade S08, Information Services, effective August 10, 2025 at the rate of \$37.2014 per hour.

It is recommended that the following **Resignation** be accepted:

Mariah Johnson, Cultural Programming Manager, full-time, Grade S08, Youth Services, effective June 20, 2025.

Brittany Mikolajewski, Information Services Assistant, full-time, Grade 08, Vandalia Branch Library, effective July 25, 2025.

Samuel Wildman, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective June 14, 2025.

It is recommended that the following **Retirement** be accepted:

Theresa Araya, Senior Patron Services Assistant, full-time, Grade 06, Electra C. Doren Branch Library, effective June 21, 2025.

Robin Wynn, Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, effective July 31, 2025, after more than 30 years of service.

C. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$20.00 from Regina Whittington on June 12, 2025.
\$25.00 from Village of Phillipsburg on June 13, 2025.
\$25.00 from Ints Kaleps on June 13, 2025.
\$1,888.00 from Lori Hausfeld on June 17, 2025.
\$20.00 from Kathleen Saine on June 18, 2025.
\$20.00 from Anonymous on June 18, 2025.
\$20.00 from Victoria Madera on June 18, 2025.
\$20.00 from Sarah Arnett on June 18, 2025.
\$25.00 from Amber Cristofaro on June 18, 2025.
\$30.00 from Shelley Sommer on June 18, 2025.
\$30.00 from Anonymous on June 18, 2025.
\$40.00 from Anonymous on June 18, 2025.
\$100.00 from Elizabeth Schumacher-Berger on June 18, 2025.
\$250.00 from Susan DeLuca on June 18, 2025.
\$20.00 from Emily Helm on June 19, 2025.
\$25.00 from David Gibbs on June 19, 2025.
\$250.00 from Matthew Lemon on June 19, 2025.
\$1,000.00 from Mr. and Mrs. Steven B. Horenstein on June 20, 2025.
\$25.00 from Jane F. Miller on June 21, 2025.
\$700.00 from Susanne King on June 23, 2025.
\$50.00 from Mr. and Mrs. Ron Cramer on June 24, 2025.
\$40.00 from Shelbe R. Marshall on June 27, 2025.
\$20.00 from Eakasit Thonawan on June 29, 2025.
\$20.00 from Anonymous on July 2, 2025.
\$50.00 from Constance Beal on July 2, 2025.
\$100.00 from Betsy Whitney on July 2, 2025.
\$2,000.00 from Peter and Rebecca Williams on July 7, 2025.

\$50.00 from Jane Rahn on July 10, 2025.

It is recommended that the following **Grants** be accepted:

\$10,000.00 from the Dayton Metro Library Foundation on July 3, 2025.

\$100,000.00 from the Dayton Metro Library Foundation on July 3, 2025.

\$100,000.00 from the Dayton Metro Library Foundation on July 3, 2025.

D. **CONTRACTS AND AGREEMENTS**

It is recommended that the following **Contracts and Agreements** be accepted:

Park Place Technologies:

A service contract with Park Place Technologies for hardware maintenance and support on production systems that are beyond their warranty period.

Pomeroy Technologies, LLC:

Professional services to install and configure replacement network equipment in the DML data center. Eligible for partial refund through E-Rate.

DAYTON METRO LIBRARY

REVISED AGENDA OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

Saturday, August 23, 2025, 9:30 a.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

4. CONSENT AGENDA—ACTION

A. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the Agenda.

5. HEALTH INSURANCE RENEWAL—ACTION

It is recommended that the Board approve the following health insurance renewals:

The Executive Director recommends the following for group health, dental, and vision insurance, for plan year 2025:

Medical Insurance

- Remain with Anthem for group medical insurance with a 0% increase in premium costs.
- The Library will continue to offer eligible employees the option of selecting a health insurance plan with an associated Health Reimbursement Account (HRA) or a Health Savings Account (HSA).

| HSA | Monthly Premiums | |
|-------------------------|-------------------------|---------------|
| | <i>Single</i> | <i>Family</i> |
| Anthem | \$782.26 | \$1,728.80 |
| Anthem AEU3 (E6) | \$707.48 | \$1,563.53 |
| Anthem AETR (E9) | \$652.87 | \$1,442.84 |

| HRA | Monthly Premiums | |
|-------------------|-------------------------|---------------|
| | <i>Single</i> | <i>Family</i> |
| Anthem HRA | \$797.99 | \$1,763.58 |

Vision Insurance

- Remain with Anthem Vision for group vision insurance for a 0% increase, due to a 3-year rate guarantee.

| Vision | Monthly Premiums | |
|----------------------|-------------------------|---------------|
| | <i>Single</i> | <i>Family</i> |
| Anthem Vision | \$4.98 | \$12.69 |

Rates paid by the employer will be finalized after union negotiations.

6. EXECUTIVE DIRECTOR’S REPORT—INFORMATION (0.5 HOURS) [9:35-10:05 am]

The Executive Director will provide an update to the Board about library programs and services.

7. BUDGET UPDATE- INFORMATION (1.25 HOURS) [10:05-11:20 am]

The Finance Officer/Fiscal Director will provide a review of the budget, with a focus on projections for the next 3 years. Fundraising and Advocacy will also be discussed by the External Relations and Development Director.

The Board will discuss the budget situation.

LUNCH [11:20-11:50 am]

The Board will briefly adjourn for lunch. At the President and Board’s discretion, they may elect to make this a working lunch, and continue with the meeting.

8. VIRTUAL MEETINGS POLICY—INFORMATION (1/2 HOUR) [11:50-12:20 pm]

During the July 16, 2025 Board of Trustees Meeting, the Board decided to table a vote on the following proposed Virtual Meetings Policy:

Pursuant to Ohio House Bill 257, certain public bodies, including Library Boards, are permitted to hold and attend meetings virtually, effective March 19, 2025. One condition for allowing such meetings to take place is that any such institutions must first adopt a Virtual Meetings Policy which is in accordance with ORC 121.221.

It should be noted that included in the current version of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library is Article VI, Section 4, which states that “a quorum for the transaction of business at any meeting shall consist of four members of the Board present in person.” The Bylaws will thus need to be amended in order to allow for virtual attendance, prior to any Trustees attending virtually.

As a preliminary step towards allowing for the possibility of virtual meetings in future, it is recommended that the Board approve the following new Virtual Meetings Policy:

I. POLICY

In accordance with Ohio Revised Code, Dayton Metro Library, as a “body politic and corporate,” may hold certain meetings for certain purposes virtually, by means of video conference or any similar electronic technology. In conducting such meetings, Dayton Metro Library shall adhere in all aspects to the Ohio Revised Code, specifically ORC 121.221, and any laws or amendments hereinafter to be enacted.

II. PROCEDURES

1. In all aspects, Dayton Metro Library shall defer to Ohio Revised Code in ensuring that these meetings are conducted properly and in accordance with state law. Any changes or amendments to ORC shall supersede this Board policy, until such a time as the requisite amendments may be made to return the policy to full compliance with the law.
2. Whenever one or more Board members elects to attend a Board meeting virtually, regardless of the avenue in which this is conducted, commensurate opportunities for virtual attendance must be made available to the public.
3. When a Trustee does attend virtually, provided all other Procedures have been followed, that member shall be considered present as if in person at the meeting, shall be permitted to vote, and shall be counted for purposes of determining whether a quorum is present.
4. Any resolution, rule, or formal action of any kind shall have the same effect as if it occurred during a physical meeting of the Board.
5. Trustees who intend to attend meetings virtually must notify the Board President no fewer than 48 hours in advance of the meeting, except in the case of an emergency meeting.
6. Dayton Metro Library shall provide notice of virtual meetings to the public, and to media who have requested notification at least 72 hours in advance of the meeting, excepting situations wherein the Board President was notified by a Trustee with fewer than 72 hours and more than 48 hours' notice, in which case notice must be provided at least 48 hours in advance of the meeting. Notice shall include the time, location, and agenda of the meeting, along with the formats of the meeting and the purpose of the meeting. Dayton Metro Library shall additionally amend their website to include notice of the virtual option, as well as a link to the relevant virtual platform.
7. In the event of an emergency, which necessitates immediate official action, Dayton Metro Library shall immediately notify the media and public. Notice shall include the time, location, and agenda of the meeting, along with the formats of the meeting and the purpose of the meeting. For the purposes of this section, emergency meetings shall refer to Special Meetings called with fewer than 48 hours' advance notice. All emergency meetings shall be designated as such in the agenda and minutes of these meetings.
8. Virtual attendance offerings to the public must be commensurate with the means used by the Board, and Dayton Metro Library shall ensure that members of the public attending virtually can observe and hear the discussions of all members of the Board, whether the member is participating in person or electronically. Members of the public body shall have a sufficient internet or other electronic connection to allow the member to be seen and heard clearly, and shall be visible at all times.
9. All votes taken in a virtual meeting shall be taken by a roll call vote unless there is a motion for unanimous consent, and the motion is not objected to by a member of the Board. If a vote is taken unanimously, the minutes shall reflect how the members voted, including any abstentions.
10. The Board is forbidden from conducting virtual meetings when any of the following apply:
 - a. The meeting involves a vote to approve a major nonroutine expenditure.
 - b. The meeting involves a major hiring decision.

- c. The meeting involves a purpose to propose, approve or vote on a tax issue or tax increase.
- 11. If, upon the notification of an upcoming meeting of a public body, and not later than forty-eight hours before the meeting, at least two members of the Board notifies the Board President that an item in the agenda must be acted upon at a meeting conducted fully in person, upon the Board President's acknowledgment of receipt of the notification, the Board shall take action on the item of the agenda only at a meeting conducted fully in person.
- 12. In accordance with Dayton Metro Library's Public Comment Policy, patrons who have provided advance notice may be permitted to provide their Public Comment virtually. Dayton Metro Library shall ensure that such Public Commenters are able to be seen and heard, via technology that is widely available with the public, and commensurate with that used by the Board.

III. DEFINITIONS

"Meeting" has the same meaning as in section 121.22 of the Ohio Revised Code

"Public body" has the same meaning as in section 121.22 of the Ohio Revised Code

"Multi-party meeting" means a meeting in which the members of a public body and the members of at least one other public body are participants

"Virtual attendance" refers to attendance by Board members by means of video conference or any similar electronic technology, as described in ORC 121.221

"Emergency Meeting" refers to a Special Meeting called with fewer than 48 hours' notice in response to an emergency requiring immediate official action

"Major Hiring Decision" refers to the hiring or termination of Officers of the Board: the Executive Director and Fiscal Officer/Finance Director

"Major Nonroutine Expenditure" refers to new, non-renewing financial agreements exceeding \$100,000.00, or which involve the sale or acquisition of real estate

Prior to any vote, the Board shall discuss any reservations they may have with the proposed policy, and questions they submitted for the County Prosecutor's review shall be answered.

9. EXECUTIVE SESSION—ACTION (~1 HOUR) [~12:20-1:30 pm]

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of a public employee, and with Section 121.22 (G)(4) of the Ohio Revised Code to discuss collective bargaining strategy.

A **roll call vote** will be needed.

10. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETINGS - INFORMATION

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, September 17, 2025 at 4:00 p.m. in the Community Room at the Vandalia Branch Library.

11. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. CONTRACTS AND AGREEMENTS

It is recommended that the following contracts and agreements be accepted:

A federal work study community service partner agreement with the University of Dayton for the 2025-2026 academic year.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

Saturday, August 23, 2025, 9:30 a.m.

WEST BRANCH LIBRARY- Community Room

PRESENT: Nolan Thomas, Kelly Geers, Myla Cardona-Jones (out at 12:00), Carl Kennebrew, David Williamson (out at 1:12, back at 1:15), Shannon Isom (out at 1:49, back at 1:51), Sara Woodhull

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The Board President called the meeting to order at 9:31 a.m.

DECLARATIONS OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF THE AGENDA

On a motion by Mr. Thomas, seconded by Ms. Isom, the agenda for the August 23, 2025 Special Meeting of the Dayton Metro Library Board of Trustees was approved.

Ayes: All

Nays: None

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

On a motion by Ms. Geers, seconded by Ms. Woodhull, the following items from the Consent Agenda were approved by the Board:

CONTRACTS AND AGREEMENTS

The following Contracts and Agreements were approved by the Board:

University of Dayton:

A federal work study community service partner agreement with the University of Dayton for the 2025-2026 academic year.

Ayes: All

Nays: None

HEALTH INSURANCE RENEWAL

On a motion by Mr. Kennebrew, seconded by Ms. Cardona-Jones, the Board approved the following health insurance renewals:

Medical Insurance

- Remain with Anthem for group medical insurance with a 0% increase in premium costs.
- The Library will continue to offer eligible employees the option of selecting a health insurance plan with an associated Health Reimbursement Account (HRA) or a Health Savings Account (HSA).

| HSA | Monthly Premiums | |
|-------------------------|-------------------------|----------------------|
| | <i>Single</i> | <i>Family</i> |
| Anthem | \$782.26 | \$1,728.80 |
| Anthem AEU3 (E6) | \$707.48 | \$1,563.53 |
| Anthem AETR (E9) | \$652.87 | \$1,442.84 |

| HRA | Monthly Premiums | |
|-------------------|-------------------------|----------------------|
| | <i>Single</i> | <i>Family</i> |
| Anthem HRA | \$797.99 | \$1,763.58 |

Vision Insurance

- Remain with Anthem Vision for group vision insurance for a 0% increase, due to a 3-year rate guarantee.

| Vision | Monthly Premiums | |
|----------------------|-------------------------|----------------------|
| | <i>Single</i> | <i>Family</i> |
| Anthem Vision | \$4.98 | \$12.69 |

Rates paid by the employer will be finalized after union negotiations.

Ayes: All

Nays: None

STATE OF THE LIBRARY REPORT

Jeffrey Trzeciak, Executive Director, shared a State of the Library presentation detailing some of the highlights and accomplishments of the last 4 years. He placed particular emphasis on facilities, staffing, finances, collections, and services and programs. This period saw the opening of 4 new branches, and the successful conclusion of the Libraries for a Smarter Future building initiative. This period also saw increased diversification of the Library Cabinet, management and Board. Two collective bargaining units

were amicably negotiated, and there were 0% increases on health premiums twice in this period. Steps have been taken to improve communications with staff, including the implementation of a weekly all-staff email from the Executive Director. A 2022 refinancing of construction bonds saved \$7m in taxpayer funds, and the system successfully passed a 2024 levy. A new Bookmobile was purchased in 2025, thanks to the work of the Development team. The system lost \$1.3m in funding over the current biennium, but through proactive measures, it has avoided branch closures and layoffs. The system has expanded and revived services, and the Social Justice Speakers Series has drawn considerable success. The system has introduced or revived a number of specialist roles. Youth Services have remained crucial, with the introduction of Kindergarten Club, expansion of Homework Help, and considerable work to accommodate teens. The Library launched a new website (which garners 2m visitors each year- making it the largest “location”), catalog, and programs and spaces management software. The diversity of collections has increased from 13% to 25.6%, among the highest in the nation. E-resources are increasingly popular, and the system has broken its single day Libby checkout record multiple times this year. Overall, the Library is continuing to shift from traditional library services into more of a community center model.

The Library faces headwinds, including the change in the state funding model from a percentage of the General Revenue Fund to a line item, which makes future funding more uncertain. Costs are rising with a number of library expenditures, including e-resources. Given the uncertain nature of future state funding, the Library must look to increase fundraising, and switch mindsets from a culture of abundance to a culture of innovation.

BUDGET UPDATE

Westly Davis, Fiscal Officer/Finance Director, and Debi Chess, External Relations and Development Director, shared a presentation detailing the Library’s financial position, and the steps being taken to ramp up fundraising.

Westly reminded the Board that the Public Library Fund is no longer funded as a set percentage out of the General Revenue Fund, but is now a line item, meaning that funding will no longer grow with the state, and making it susceptible to future cuts. This change, and other measures relating to this fund, resulted in a \$1.3m loss for Dayton Metro Library over the current biennium. Ohio’s libraries are currently funded at the same level they were in 2007, and funding has not exceeded the rate of inflation. This \$1.3m loss is what necessitated the switch in hours, in order to adopt a single-shift staffing model. He reviewed some of the proactive cost-saving measures which the Library adopted prior to the state cuts. While continued cost-cutting will be necessary in future years, a concerted effort will be made to protect keystone features and services, namely: Facilities, Security, Collections, IT, and Youth Services.

Debi Chess, External Relations and Development Director, shared a presentation detailing the Library’s fundraising efforts, which are being ramped up in light of decreased state funds. These efforts continue to gain steam, with the Development process and team having been overhauled in 2023. Given the importance of fundraising, this is being made a communal effort, both within and without the organization.

The Board briefly recessed for lunch.

Ms. Cardona-Jones left at 12:00 p.m.

EXECUTIVE DIRECTOR REPORT

Jeffrey Trzeciak, Executive Director, shared a presentation detailing the change in the Public Library Fund, reviewing usage trends, and sample successes. He also discussed the steps which would have been taken had the 2024 levy failed.

VIRTUAL MEETINGS POLICY DISCUSSION

During the July 16, 2025 Board of Trustees Meeting, the Board decided to table a vote on a proposed Virtual Meetings Policy.

Pursuant to Ohio House Bill 257, certain public bodies, including Library Boards, are permitted to hold and attend meetings virtually, effective March 19, 2025. One condition for allowing such meetings to take place is that any such institutions must first adopt a Virtual Meetings Policy which is in accordance with ORC 121.221.

The Board discussed their reservations about a virtual meetings policy, and decided not to take any action towards adoption of such a policy. A view was expressed that too much is lost by not being physically present, and there was no strong desire to allow such meetings.

President Williamson noted that there is no deadline by which such a policy needs to be adopted, and that this topic could be revisited again in future, should the need arise. As such, no action was taken towards the adoption of such a policy.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of a public employee, and with Section 121.22 (G)(4) of the Ohio Revised Code to discuss collective bargaining strategy.

On a motion by President Thomas, seconded by Mr. Thomas, the Board went into Executive Session.

A roll call vote was taken as follows:

| | |
|-----------------|-----|
| Mr. Thomas: | Aye |
| Ms. Woodhull: | Aye |
| Ms. Geers: | Aye |
| Ms. Isom: | Aye |
| Mr. Kennebrew: | Aye |
| Mr. Williamson: | Aye |

Ayes: All

Nays: None

Mr. Williamson left at 1:12 pm and returned at 1:15 p.m.

Ms. Isom left at 1:49 p.m., and returned at 1:51 p.m.

The Board entered Executive Session at 12:45 p.m. and returned to open session at 1:51 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive

Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next Board of Trustees Meeting will be Wednesday, September 17, 2025 at 4:00 p.m. in the Community Room of the Vandalia Branch Library.

ADJOURNMENT

On a motion by Mr. Kennebrew, seconded by President Williamson, the Board adjourned at 1:52 p.m.

Ayes: All

Nays: None

DAYTON METRO LIBRARY

AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, September 17, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the July 16, 2025 meeting of the Board.

It is further recommended that the Board take action on the minutes of the August 23, 2025 Special meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. TUITION REIMBURSEMENT AGREEMENT

It is recommended that the Board approve the Tuition Reimbursement Agreement between the Board and Ashley Jackson, Patron Services Assistant, Vandalia Branch Library, in order to attend the Indiana University Indianapolis, School of Informatics, Computing and Engineering.

D. TUITION REIMBURSEMENT

It is recommended that the Board approve reimbursement for the following individuals for the course indicated once it has been successfully completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tracy Borders, Information Services Assistant, Huber Heights Branch Library, for the course "Resources and Services for People with Disabilities," Indiana University, 3.0 credit hours at a cost of \$1,477.50.

Tracy Borders, Information Services Assistant, Huber Heights Branch Library, for the course "Youth Services," Indiana University, 3.0 credit hours at a cost of \$1,506.75.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course "Connecting Archives and People," Kent State University, 3.0 credit hours, at a cost of \$2,537.00, and the course "Foundations of Museum Studies," Kent State University, 3.0 credit hours at a cost of \$2,537.00, and the course "Preservation and Conservation of Heritage Materials," Kent State University, 3.0 credit hours at a cost of \$2,494.00, for a total of \$7,568.00.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course "Collection Management," Kent State University, 3.0 credit hours, at a cost of \$2,533.00, and the course "Strategic Design and Innovation," Kent State University, 3.0 credit hours at a cost of \$2,533.00, and the course "Mater's Portfolio," Kent State University, 1.0 credit hours at a cost of \$850.00, for a total of \$5,956.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course "Public Library Management," Indiana University, 3.0 credit hours, at a cost of \$1,477.50, and the course "Seminar on Literature for Youth," Indiana University, 3.0 credit hours, at a cost of \$1,477.50, for a total of \$2,955.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course "Culturally Inclusive Services," Indiana University, 3.0 credit hours, at a cost of \$1,506.75, and the course "Library Leadership," Indiana University, 3.0 credit hours, at a cost of \$1,506.75, for a total of \$3,013.50.

Ashley Jackson, Patron Services Assistant, Vandalia Branch Library, for the course "Methods for the Information Professions," Indiana University Indianapolis, 3.0 credit hours, at a cost of \$1,506.75, and the course "Tools and Technologies for the Information Professions," Indiana University Indianapolis, 3.0 credit hours, at a cost of \$1,506.75, for a total of \$3,013.50.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course "Introduction to Research," Indiana University, 3.0 credit hours, at a cost of \$1,477.50, and the course "Grant Writing for Libraries," Indiana University, 3.0 credit hours, at a cost of \$1,477.50, for a total of \$2,955.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course “Topics in Library and Information Science: Python for Information Professionals,” Indiana University, 3.0 credit hours, at a cost of \$1,506.75, and the course “Facilitating Learning with Technology,” Indiana University, 3.0 credit hours, at a cost of \$1,506.75, for a total of \$3,013.50.

D. GIFTS AND GRANTS

It is recommended that the Board approve the gifts, grants and sponsorships as listed at the end of the agenda.

E. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

- Dawn Norwood

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library’s Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Reports for July and August 2025 are included in the Board packet.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|-----------------|-------------------------------|------------------------------|------------------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 7/3/2025 | RE Tax Advances | \$312,251.90 | \$217,542.69 | \$95,049.21 | Debt Service |
| 7/11/2025 | RE Tax Advances | \$787,383.63 | \$549,749.09 | \$237,634.54 | Debt Service |
| 7/15/2025 | PLF | \$1,583,651.00 | \$1,583,651.00 | | |
| 7/18/2025 | RE Tax Advances | \$3,663,046.65 | \$2,525,748.33 | \$1,137,298.32 | Debt Service |
| 7/25/2025 | RE Tax Advances | \$3,185,991.75 | \$2,225,117.47 | \$960,874.28 | Debt Service |
| 8/15/2025 | PLF | \$1,598,559.00 | \$1,598,559.00 | | |
| Total | | <u>\$11,131,223.93</u> | <u>\$8,700,367.58</u> | <u>\$2,430,856.35</u> | |

7. EXECUTIVE DIRECTOR'S REPORT - INFORMATION

The Executive Director will update the Board on current library programs and services.

-Jeff Reid, Collection Development Librarian, Technical Services- E-books and Overdrive

New Manager Intros:

- Katie McCoy, Staff Development Manager

8. RESOLUTION TO APPROVE FUNDING AND EXECUTION OF WEST BRANCH LIBRARY SOLAR CAPITAL PROJECT –ACTION

WHEREAS, The Dayton Metro Library intends to install Solar Panel arrays at the West Branch Library, and

WHEREAS, an immediate transfer in the amount of \$384,200 from the Building & Repair fund to the Construction Fund is required in order to secure the applicable 40% federal rebates and current equipment pricing, and

WHEREAS, The Dayton Metro Library requires board approval prior to execution of any and all capital projects,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Dayton Metro Library:

Section 1: a transfer from the Building and Repair Fund to, and expended from, the Construction Fund in the amount of \$384,200, is hereby authorized and approved for the West Branch Library Solar Capital Project.

Section 2: that the contract with the installing contractor, Solar Connect LLC, together with the associated purchase order, is hereby authorized for the West Branch Library Solar Capital Project in the total amount of \$384,200.

9. ANNUAL CONTRIBUTION TO DAYTON SOCIETY OF NATURAL HISTORY – DISCUSSION

In 1955 the Ohio Revised Code was amended to enable public libraries to contribute up to \$15,000 to support a local museum. This was enacted to facilitate the separation of the Dayton Public Library from its museum, the Dayton Society of Natural History. Each January, the Library has continued to provide this annual support since the separation of the two organizations, most recently in January of 2025.

In light of financial difficulties, the Executive Director recommends that the Board hold a discussion to consider whether to continue this practice moving forward.

10. NEW BUSINESS

11. POLICY REVIEW– INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 106- Disposing of Public Property Policy” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 107- Pandemic Response Policy” in advance of the October 15, 2025 meeting.

12. DAYTON METRO LIBRARY RECORDS COMMISSION MEETING - INFORMATION

As required by 2007 changes to the Ohio Revised Code, Section 149.411 modified Ohio Public Records Law and mandated the creation of the Dayton Metro Library Records Commission. The records commission comprises the Executive Director, and all seven Library Trustees.

Among the requirements of the law, is an annual meeting to review the Library's records retention policy, disposal schedules, and consider any special requests for disposal of public records. The annual meeting is scheduled for Wednesday, October 15, 2025 at 4:00 p.m. in the Board Room at the Main Library. The regular meeting of the Board will follow immediately after the records commission meeting.

13. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETINGS - INFORMATION

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, October 15, 2025 at 4:10 p.m. in the Board Room at the Main Library, or immediately following the conclusion of the Records Commission meeting.

14. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss the employment of public employees. A roll call vote will be needed.

15. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Kerry Brookshire, Safety and Protective Services Officer, Safety and Protective Services, Jeremy Gonzaga, Safety and Protective Services Assistant, Safety and Protective Services, and Kraig Kirves, Safety and Protective Services Officer, Safety and Protective Services, to attend “CPR/AED Blended Course” sponsored by the American Red Cross and held in Dayton, OH on July 30, 2025. It is further recommended that registration in the amount of \$90.00 each be reimbursed by the Board.

Laura Chamberlain, Teen Services Coordinator, Youth Services, to participate in the “Promoting Literacy Through Manga” webinar sponsored by Library Journal on September 1, 2025. It is further recommended that registration in the amount of \$239.00 be reimbursed by the Board.

Westly Davis, Fiscal Officer/Finance Director, Finance, and Jennifer Russell, Senior Accounting Clerk, Finance, to attend “Software Solutions Annual Impact Conference,” being held in Sandusky, OH, from October 21, 2025, through October 24, 2025. It is further recommended that registration in the amount of \$555.00 each, mileage in the amount of \$256.20 each, lodging in the amount of \$548.74 each, and meals in the amount of \$204.00 each be reimbursed by the Board.

Dani Gustavich, Children Services Librarian, Electra C. Doren Branch Library, to attend the “OLC 2025 Convention and Expo,” sponsored by Ohio Library Council and held in Cleveland, OH from November 19, 2025 through November 21, 2025. It is further recommended that registration in an amount not to exceed \$250.00, mileage in an amount not to exceed \$296.80, parking in an amount not to exceed \$75.00, lodging in an amount not to exceed \$645.78, and meals in an amount not to exceed \$68.00 be reimbursed by the Board.

Lynette Feliciano, Information Services Assistant, Burkhardt Branch Library, and Katie McCoy, Staff Development Manager, Human Resources, to attend the “New to Libraries Conference” sponsored by OLC and held in Dayton, OH, on September 12, 2025. It is further recommended that registration in the amount of \$300.00 each be reimbursed by the Board.

Wendy Knapp, Branch Library Manager, Huber Heights Branch Library, to participate in the “Activating Inclusive Library Design” webinar being sponsored by PLA on July 22, 2025. It is further recommended that registration in the amount of \$71.10 be reimbursed by the Board.

Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, to attend “ULC Fellows Convening and Forum,” sponsored by Urban Libraries Council and held in Cincinnati, OH, from October 21, 2025 through October 24, 2025. It is further recommended that registration in the amount of \$895.00, mileage in the amount of \$78.82, parking in the amount of \$100.00, lodging in the amount of \$983.24, and meals in the amount of \$136.00 be reimbursed by the Board.

Cindy Woodruff, Branch Library Manager, Miamisburg Branch Library, to attend “ULC Fellows Convening and Forum,” sponsored by Urban Libraries Council and held in Cincinnati, OH, on October 22, 2025. It is further recommended that, mileage in the amount of \$144.20, and parking in the amount of \$25.00, be reimbursed by the Board.

Camyl Young, Assistant Outreach Services Manager, Outreach Services, to attend the “2025 Outreach and Special Services Conference” sponsored by Ohio Library Council and held in Dublin, OH on August 15, 2025. It is further recommended that registration in the amount of \$85.00 and mileage in the amount of \$101.92 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Karina Gluys, Teen Services Librarian, full-time, Grade 11, Kettering-Moraine Branch Library, effective August 24, 2025 at the rate of \$26.25 per hour.

Alex Kepple, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective September 7, 2025 at the rate of \$15.20 per hour.

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective July 27, 2025 at the rate of \$19.00 per hour.

Katie McCoy, Staff Development Manager, full-time, Grade S08, Human Resources, effective August 10, 2025 at the rate of \$33.6538 per hour.

Jennifer Melke-Marks, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective August 24, 2025 at the rate of \$15.20 per hour.

Anna Richardson, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective August 24, 2025 at the rate of \$15.20 per hour.

Sydney Sukhee, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 24, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Change in Hours, Change in Location** be accepted:

Joey McKenzie, Information Services Assistant, full-time, Grade 08, West Branch Library, from Information Services Assistant, 3/5-time, Grade 08, New Lebanon Branch Library, effective August 24, 2025 at the rate of \$19.55 per hour.

It is recommended that the following **Change in Location** be accepted:

Ashley Jackson, Patron Services Assistant, full-time, Grade 05, Vandalia Branch Library, from Patron Services Assistant, full-time, Grade 05, New Lebanon Branch Library, effective July 27, 2025 at the rate of \$16.92 per hour.

Holly Litfin, Children Services Librarian, full-time, Grade 11, Miami Township Branch Library, from Children Services Librarian, full-time, Grade 11, Main Youth Services, effective September 7, 2025 at the rate of \$26.73 per hour.

Dan Nelson, Patron Services Assistant, full-time, Grade 05, Electra C. Doren Branch Library, from Patron Services Assistant, full-time, Grade 05, Brookville Branch Library, effective July 27, 2025 at the rate of \$16.75 per hour.

It is recommended that the following **HAY Reclassification** be accepted:

Gil Rutledge, Executive Services Manager, full-time, Grade S06, Executive Administration, from Executive Assistant, full-time, Grade CE6, Executive Administration, effective July 13, 2025 at the rate of \$30.4697 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Rhonda Brunn, Patron Services Assistant, full-time, Patron Services, effective August 12, 2025 for 3.15 hours for personal reasons.

Teresa Curtis-Morrow, Information Services Assistant, full-time, Brookville Branch Library, effective September 3, 2025 for 21.49 hours for illness.

Rebecca Elliott, Patron Services Assistant, full-time, Wilmington-Stroop Branch Library, effective October 18, 2025 for 8.00 hours for vacation.

Maia Grandy, Information Services Assistant, full-time, Northwest Branch Library, effective August 15, 2025 for 8.00 hours for vacation.

Maggie Simon, Accounting Manager, full-time, Finance, effective July 22, 2025 for 32.00 hours for personal reasons.

Brittany Townsend, Safety and Protective Services Officer, full-time, Safety and Protective Services, effective June 30, 2025 for 20.09 hours for personal reasons.

It is recommended that the following **Promotion** be accepted:

Jacqueline Gazda, Legal Resources Specialist, full-time, Grade 12, Information Services, Main Library, from Information Services Librarian, full-time, Grade 11, Information Services, effective September 7, 2025 at the rate of \$28.79 per hour.

It is recommended that the following **Resignation** be accepted:

Jonathon Adams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective August 22, 2025.

Stephanie Baldwin, Receiving Clerk, 4/5-time, Grade 03, Technical Services, effective June 6, 2025.

Destinee Degenhart, Human Resources Assistant, full-time, Grade CE4, Human Resources, effective August 8, 2025.

Siara Farrar, Information Services Assistant, full-time, Grade 08, Trotwood Branch Library, effective August 1, 2025.

Amy Hare, Patron Services Assistant, Miami Township Branch Library, 4/5-time, Grade 05, effective July 8, 2025.

Kraig Kirves, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective September 8, 2025.

Damian Kristof, Branch Library Manager, full-time, Grade S09, Brookville Branch Library, effective October 10, 2025.

Cassidy Kylin, Information Services Assistant, full-time, Grade 08, Youth Services, Main Library, effective September 5, 2025.

Sanghyun Lee, Children Services Librarian, full-time, Grade 11, Miami Township Branch Library, effective July 18, 2025.

Laura McIntosh, Patron Services Assistant, full-time, Grade 05, Northmont Branch Library, effective September 17, 2025.

Gabriela Pickett-Mosier, Community Impact Specialist, full-time, Grade 12, Community Impact and Engagement, Main Library, effective August 22, 2025.

Tiffany Shaw-Diaz, Annual Fund and Major Gifts Associate, full-time, Grade 07, External Relations effective July 21, 2025.

Dionne Tanksley, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective July 8, 2025.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective August 14, 2025.

Kaelyn Townsend, Patron Services Assistant, full-time, Grade 05, West Branch Library, effective September 4, 2025.

Alexis Tuey, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective June 26, 2025.

It is recommended that the following **Retirement** be accepted:

Craig Arnold, Information Services Assistant, full-time, Grade 08, Information Services, Main Library, effective August 29, 2025, after more than 38 years of service.

Tracee Arnold, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 29, 2025, after more than 39 years of service.

Tracy Arnold, Information Services Assistant, full-time, Grade 08, West Branch Library, effective August 29, 2025, after more than 45 years of service.

Rob Bailey, Computer Systems Administrator, full-time, Grade 12, Information Technology Services, effective August 29, 2025, after more than 40 years of service.

Kathleen Carson, Patron Services Assistant, full-time, Grade 05, West Branch Library, effective August 30, 2025, after more than 19 years of service.

Trina Cole, Information Services Assistant, full-time, Grade 08, Burkhardt Branch Library, effective August 30, 2025, after more than 35 years of service.

Joan Gagan, Children Services Librarian, full-time, Grade 11, Northmont Branch Library, effective August 30, 2025, after more than 29 years of service.

Victoria Hix, Staff Development Assistant, full-time, Grade 08, Human Resources, effective August 29, 2025, after more than 9 years of service.

Karen Hughes, Patron Services Assistant, full-time, Grade 05, Patron Services, Main Library, effective August 30, 2025, after more than 45 years of service.

Linda Jackson, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 29, 2025, after more than 26 years of service.

Jamie McQuinn, Data Assessment Manager, full-time, Grade S09, Public Services, effective August 29, 2025, after more than 27 years of service.

Tim Osterday, Senior Systems Technician, full-time, Grade 09, Information Technology Services, effective August 29, 2025, after more than 39 years of service.

Martha Rifner, Patron Services Assistant, full-time, Grade 05, Northwest Branch Library, effective August 29, 2025, after more than 26 years of service.

Marsha Smith, Patron Services Assistant, full-time, Grade 05, Northwest Branch Library, effective August 30, 2025, after more than 25 years of service.

Tom Underwood, Information Services Assistant, full-time, Grade 08, Vandalia Branch Library, effective August 29, 2025, after more than 20 years of service.

Lynne Watson, Patron Services Assistant, full-time, Grade 05, Southeast Branch Library, effective August 30, 2025, after more than 36 years of service.

It is recommended that the following **Termination** be accepted:

Clayton Matheny, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective July 21, 2025.

D. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$50.00 from Jane Rahn on July 11, 2025.

\$250.00 from Melinda Eaton on July 23, 2025.

\$20.00 from Rob Hardy on August 7, 2025.

\$100.00 from Scott Kinnison on August 10, 2025.

\$100.00 from Madeline Iseli on August 10, 2025.

\$20.00 from Rob Hardy on August 19, 2025.

\$100.00 from Sharon Rab on August 22, 2025.
\$100.00 from Barbara Trick on August 22, 2025.
\$20.00 from Regina Whittington on September 5, 2025.

It is recommended that the following **Grants** be accepted:

\$25,000.00 from the Mathile Family Foundation on August 5, 2025.
\$100,000.00 from the Fifth Third Bank Foundation on August 22, 2025.

It is recommended that the following **Sponsorships** be accepted:

\$1,000.00 from the Charles F. Kettering Foundation on August 25, 2025.
\$500.00 from the City of Dayton Department of Water on August 28, 2025.
\$500.00 from Omega CDC on August 28, 2025.
\$500.00 from SOCHE on August 28, 2025.
\$1,000.00 from PSA Airlines on August 28, 2025.
\$1,000.00 from the Kettering Health Workforce Development Department on August 28, 2025.
\$2,000.00 from the Dayton Area Chamber of Commerce on August 28, 2025.
\$2,500.00 from the Air Transport Services Group on September 5, 2025.

E. **CONTRACTS AND AGREEMENTS**

It is recommended that the following **Contracts and Agreements** be accepted:

Roof Connect Logistics:

The Facilities Department requests immediate funding for solar panels at the West Branch in light of recent federal changes. Without timely action, baseline costs will rise significantly and available rebates will be reduced if a contract is not executed before year-end.

BWH Security:

A one-year renewal with BWH Security, the Library's current security services partner, which supplements the work of the Safety and Protective Services team.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

September 17, 2025, 4:00 p.m.

PRESENT: Sara Woodhull, David Williamson, Carl Kennebrew, Myla Cardona-Jones,
Kelly Geers, and Nolan Thomas (in at 4:17)

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:09 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

President Williamson proposed tabling item 11, Policy Review, until the October 15th meeting, at which point the reviews will proceed.

On a motion by President Williamson, seconded by Ms. Woodhull, the agenda was approved as amended by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by President Williamson, seconded by Mr. Kennebrew, the minutes of the July 16, 2025 meeting were approved by the Board.

Ayes: All
Nays: None

On a motion by President Williamson, seconded by Ms. Woodhull, the minutes of the August 23, 2025 Special meeting were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by President Williamson, seconded by Ms. Geers, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Kerry Brookshire, Safety and Protective Services Officer, Safety and Protective Services, Jeremy Gonzaga, Safety and Protective Services Assistant, Safety and Protective Services, and Kraig Kirves, Safety and Protective Services Officer, Safety and Protective Services, to attend “CPR/AED Blended Course” sponsored by the American Red Cross and held in Dayton, OH on July 30, 2025. It is further recommended that registration in the amount of \$90.00 each be reimbursed by the Board.

Laura Chamberlain, Teen Services Coordinator, Youth Services, to participate in the “Promoting Literacy Through Manga” webinar sponsored by Library Journal on September 1, 2025. It is further recommended that registration in the amount of \$239.00 be reimbursed by the Board.

Westly Davis, Fiscal Officer/Finance Director, Finance, and Jennifer Russell, Senior Accounting Clerk, Finance, to attend “Software Solutions Annual Impact Conference,” being held in Sandusky, OH, from October 21, 2025, through October 24, 2025. It is further recommended that registration in the amount of \$555.00 each, mileage in the amount of \$256.20 each, lodging in the amount of \$548.74 each, and meals in the amount of \$204.00 each be reimbursed by the Board.

Dani Gustavich, Children Services Librarian, Electra C. Doren Branch Library, to attend the “OLC 2025 Convention and Expo,” sponsored by Ohio Library Council and held in Cleveland, OH from November 19, 2025 through November 21, 2025. It is further recommended that registration in an amount not to exceed \$250.00, mileage in an amount not to exceed \$296.80, parking in an amount not to exceed \$75.00, lodging in an amount not to exceed \$645.78, and meals in an amount not to exceed \$68.00 be reimbursed by the Board.

Lynette Feliciano, Information Services Assistant, Burkhardt Branch Library, and Katie McCoy, Staff Development Manager, Human Resources, to attend the “New to Libraries Conference” sponsored by OLC and held in Dayton, OH, on September 12, 2025. It is further recommended that registration in the amount of \$300.00 each be reimbursed by the Board.

Wendy Knapp, Branch Library Manager, Huber Heights Branch Library, to participate in the “Activating Inclusive Library Design” webinar being sponsored by PLA on July 22, 2025. It is further recommended that registration in the amount of \$71.10 be reimbursed by the Board.

Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, to attend “ULC Fellows Convening and Forum,” sponsored by Urban Libraries Council and held in Cincinnati, OH, from October 21, 2025 through October 24, 2025. It is further recommended that registration in the amount of \$895.00, mileage in the amount of \$78.82, parking in the amount of \$100.00, lodging in the amount of \$983.24, and meals in the amount of \$136.00 be reimbursed by the Board.

Cindy Woodruff, Branch Library Manager, Miamisburg Branch Library, to attend “ULC Fellows Convening and Forum,” sponsored by Urban Libraries Council and held in Cincinnati, OH, on October 22, 2025. It is further recommended that, mileage in the amount of \$144.20, and parking in the amount of \$25.00, be reimbursed by the Board.

Camyl Young, Assistant Outreach Services Manager, Outreach Services, to attend the “2025 Outreach and Special Services Conference” sponsored by Ohio Library Council and held in Dublin, OH on August 15, 2025. It is further recommended that registration in the amount of \$85.00 and mileage in the amount of \$101.92 be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Karina Gluys, Teen Services Librarian, full-time, Grade 11, Kettering-Moraine Branch Library, effective August 24, 2025 at the rate of \$26.25 per hour.

Alex Kepple, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective September 7, 2025 at the rate of \$15.20 per hour.

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective July 27, 2025 at the rate of \$19.00 per hour.

Katie McCoy, Staff Development Manager, full-time, Grade S08, Human Resources, effective August 10, 2025 at the rate of \$33.6538 per hour.

Jennifer Melke-Marks, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective August 24, 2025 at the rate of \$15.20 per hour.

Anna Richardson, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective August 24, 2025 at the rate of \$15.20 per hour.

Sydney Sukhee, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 24, 2025 at the rate of \$19.35 per hour.

CHANGE IN HOURS, CHANGE IN LOCATION

Joey McKenzie, Information Services Assistant, full-time, Grade 08, West Branch Library, from Information Services Assistant, 3/5-time, Grade 08, New Lebanon Branch Library, effective August 24, 2025 at the rate of \$19.55 per hour.

CHANGE IN LOCATION

Ashley Jackson, Patron Services Assistant, full-time, Grade 05, Vandalia Branch Library, from Patron Services Assistant, full-time, Grade 05, New Lebanon Branch Library, effective July 27, 2025 at the rate of \$16.92 per hour.

Holly Litfin, Children Services Librarian, full-time, Grade 11, Miami Township Branch Library, from Children Services Librarian, full-time, Grade 11, Main Youth Services, effective September 7, 2025 at the rate of \$26.73 per hour.

Dan Nelson, Patron Services Assistant, full-time, Grade 05, Electra C. Doren Branch Library, from Patron Services Assistant, full-time, Grade 05, Brookville Branch Library, effective July 27, 2025 at the rate of \$16.75 per hour.

HAY RECLASSIFICATION

Gil Rutledge, Executive Services Manager, full-time, Grade S06, Executive Administration, from Executive Assistant, full-time, Grade CE6, Executive Administration, effective July 13, 2025 at the rate of \$30.4697 per hour.

LEAVE WITHOUT PAY

Rhonda Brunn, Patron Services Assistant, full-time, Patron Services, effective August 12, 2025 for 3.15 hours for personal reasons.

Teresa Curtis-Morrow, Information Services Assistant, full-time, Brookville Branch Library, effective September 3, 2025 for 21.49 hours for illness.

Rebecca Elliott, Patron Services Assistant, full-time, Wilmington-Stroop Branch Library, effective October 18, 2025 for 8.00 hours for vacation.

Maia Grandy, Information Services Assistant, full-time, Northwest Branch Library, effective August 15, 2025 for 8.00 hours for vacation.

Maggie Simon, Accounting Manager, full-time, Finance, effective July 22, 2025 for 32.00 hours for personal reasons.

Brittany Townsend, Safety and Protective Services Officer, full-time, Safety and Protective Services, effective June 30, 2025 for 20.09 hours for personal reasons.

PROMOTION

Jacqueline Gazda, Legal Resources Specialist, full-time, Grade 12, Information Services, Main Library, from Information Services Librarian, full-time, Grade 11, Information Services, effective September 7, 2025 at the rate of \$28.79 per hour.

RESIGNATION

Jonathon Adams, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective August 22, 2025.

Stephanie Baldwin, Receiving Clerk, 4/5-time, Grade 03, Technical Services, effective June 6, 2025.

Destinee Degenhart, Human Resources Assistant, full-time, Grade CE4, Human Resources, effective August 8, 2025.

Siara Farrar, Information Services Assistant, full-time, Grade 08, Trotwood Branch Library, effective August 1, 2025.

Amy Hare, Patron Services Assistant, Miami Township Branch Library, 4/5-time, Grade 05, effective July 8, 2025.

Kraig Kirves, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective September 8, 2025.

Damian Kristof, Branch Library Manager, full-time, Grade S09, Brookville Branch Library, effective October 10, 2025.

Cassidy Kylin, Information Services Assistant, full-time, Grade 08, Youth Services, Main Library, effective September 5, 2025.

Sanghyun Lee, Children Services Librarian, full-time, Grade 11, Miami Township Branch Library, effective July 18, 2025.

Laura McIntosh, Patron Services Assistant, full-time, Grade 05, Northmont Branch Library, effective September 17, 2025.

Gabriela Pickett-Mosier, Community Impact Specialist, full-time, Grade 12, Community Impact and Engagement, Main Library, effective August 22, 2025.

Tiffany Shaw-Diaz, Annual Fund and Major Gifts Associate, full-time, Grade 07, External Relations effective July 21, 2025.

Dionne Tanksley, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective July 8, 2025.

Craig Thompson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective August 14, 2025.

Kaelyn Townsend, Patron Services Assistant, full-time, Grade 05, West Branch Library, effective September 4, 2025.

Alexis Tuey, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective June 26, 2025.

RETIREMENT

Craig Arnold, Information Services Assistant, full-time, Grade 08, Information Services, Main Library, effective August 29, 2025, after more than 38 years of service.

Tracee Arnold, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 29, 2025, after more than 39 years of service.

Tracy Arnold, Information Services Assistant, full-time, Grade 08, West Branch Library, effective August 29, 2025, after more than 45 years of service.

Rob Bailey, Computer Systems Administrator, full-time, Grade 12, Information Technology Services, effective August 29, 2025, after more than 40 years of service.

Kathleen Carson, Patron Services Assistant, full-time, Grade 05, West Branch Library, effective August 30, 2025, after more than 19 years of service.

Trina Cole, Information Services Assistant, full-time, Grade 08, Burkhardt Branch Library, effective August 30, 2025, after more than 35 years of service.

Joan Gagan, Children Services Librarian, full-time, Grade 11, Northmont Branch Library, effective August 30, 2025, after more than 29 years of service.

Victoria Hix, Staff Development Assistant, full-time, Grade 08, Human Resources, effective August 29, 2025, after more than 9 years of service.

Karen Hughes, Patron Services Assistant, full-time, Grade 05, Patron Services, Main Library, effective August 30, 2025, after more than 45 years of service.

Linda Jackson, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, effective August 29, 2025, after more than 26 years of service.

Jamie McQuinn, Data Assessment Manager, full-time, Grade S09, Public Services, effective August 29, 2025, after more than 27 years of service.

Tim Osterday, Senior Systems Technician, full-time, Grade 09, Information Technology Services, effective August 29, 2025, after more than 39 years of service.

Martha Rifner, Patron Services Assistant, full-time, Grade 05, Northwest Branch Library, effective August 29, 2025, after more than 26 years of service.

Marsha Smith, Patron Services Assistant, full-time, Grade 05, Northwest Branch Library, effective August 30, 2025, after more than 25 years of service.

Tom Underwood, Information Services Assistant, full-time, Grade 08, Vandalia Branch Library, effective August 29, 2025, after more than 20 years of service.

Lynne Watson, Patron Services Assistant, full-time, Grade 05, Southeast Branch Library, effective August 30, 2025, after more than 36 years of service.

TERMINATION

Clayton Matheny, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective July 21, 2025.

TUITION REIMBURSEMENT AGREEMENT

The Board approved the Tuition Reimbursement Agreement between the Board and Ashley Jackson, Patron Services Assistant, Vandalia Branch Library, in order to attend the Indiana University Indianapolis, School of Informatics, Computing and Engineering.

TUITION REIMBURSEMENT

The Board approved reimbursement for the following individuals for the course indicated once it has been successfully completed, and as funds are available, as defined in the Tuition Reimbursement Program Guidelines:

Tracy Borders, Information Services Assistant, Huber Heights Branch Library, for the course “Resources and Services for People with Disabilities,” Indiana University, 3.0 credit hours at a cost of \$1,477.50.

Tracy Borders, Information Services Assistant, Huber Heights Branch Library, for the course “Youth Services,” Indiana University, 3.0 credit hours at a cost of \$1,506.75.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course “Connecting Archives and People,” Kent State University, 3.0 credit hours, at a cost of \$2,537.00, and the course “Foundations of Museum Studies,” Kent State University, 3.0 credit hours at a cost of \$2,537.00, and the course

“Preservation and Conservation of Heritage Materials,” Kent State University, 3.0 credit hours at a cost of \$2,494.00, for a total of \$7,568.00.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course “Collection Management,” Kent State University, 3.0 credit hours, at a cost of \$2,533.00, and the course “Strategic Design and Innovation,” Kent State University, 3.0 credit hours at a cost of \$2,533.00, and the course “Mater’s Portfolio,” Kent State University, 1.0 credit hours at a cost of \$850.00, for a total of \$5,956.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course “Public Library Management,” Indiana University, 3.0 credit hours, at a cost of \$1,477.50, and the course “Seminar on Literature for Youth,” Indiana University, 3.0 credit hours, at a cost of \$1,477.50, for a total of \$2,955.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course “Culturally Inclusive Services,” Indiana University, 3.0 credit hours, at a cost of \$1,506.75, and the course “Library Leadership,” Indiana University, 3.0 credit hours, at a cost of \$1,506.75, for a total of \$3,013.50.

Ashley Jackson, Patron Services Assistant, Vandalia Branch Library, for the course “Methods for the Information Professions,” Indiana University Indianapolis, 3.0 credit hours, at a cost of \$1,506.75, and the course “Tools and Technologies for the Information Professions,” Indiana University Indianapolis, 3.0 credit hours, at a cost of \$1,506.75, for a total of \$3,013.50.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course “Introduction to Research,” Indiana University, 3.0 credit hours, at a cost of \$1,477.50, and the course “Grant Writing for Libraries,” Indiana University, 3.0 credit hours, at a cost of \$1,477.50, for a total of \$2,955.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course “Topics in Library and Information Science: Python for Information Professionals,” Indiana University, 3.0 credit hours, at a cost of \$1,506.75, and the course “Facilitating Learning with Technology,” Indiana University, 3.0 credit hours, at a cost of \$1,506.75, for a total of \$3,013.50.

GIFTS AND GRANTS

GIFTS

The Board approved each of the following gifts:

\$50.00 from Jane Rahn on July 11, 2025.

\$250.00 from Melinda Eaton on July 23, 2025.

\$20.00 from Rob Hardy on August 7, 2025.

\$100.00 from Scott Kinnison on August 10, 2025.

\$100.00 from Madeline Iseli on August 10, 2025.

\$20.00 from Rob Hardy on August 19, 2025.

\$100.00 from Sharon Rab on August 22, 2025.

\$100.00 from Barbara Trick on August 22, 2025.
\$20.00 from Regina Whittington on September 5, 2025.

GRANTS

The Board approved each of the following grants:

\$25,000.00 from the Mathile Family Foundation on August 5, 2025.
\$100,000.00 from the Fifth Third Bank Foundation on August 22, 2025.

SPONSORSHIPS

The Board approved each of the following sponsorships:

\$1,000.00 from the Charles F. Kettering Foundation on August 25, 2025.
\$500.00 from the City of Dayton Department of Water on August 28, 2025.
\$500.00 from Omega CDC on August 28, 2025.
\$500.00 from SOCHE on August 28, 2025.
\$1,000.00 from PSA Airlines on August 28, 2025.
\$1,000.00 from the Kettering Health Workforce Development Department on August 28, 2025.
\$2,000.00 from the Dayton Area Chamber of Commerce on August 28, 2025.
\$2,500.00 from the Air Transport Services Group on September 5, 2025.

CONTRACTS AND AGREEMENTS

The Board approved the following contracts and agreements:

Roof Connect Logistics:

The Facilities Department requests immediate funding for solar panels at the West Branch in light of recent federal changes. Without timely action, baseline costs will rise significantly and available rebates will be reduced if a contract is not executed before year-end.

BWH Security:

A one-year renewal with BWH Security, the Library's current security services partner, which supplements the work of the Safety and Protective Services team.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the public. Dawn Norwood had indicated they planned to comment, but did not attend the meeting.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for July and August 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|-----------------|-------------------------------|------------------------------|------------------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 7/3/2025 | RE Tax Advances | \$312,251.90 | \$217,542.69 | \$95,049.21 | Debt Service |
| 7/11/2025 | RE Tax Advances | \$787,383.63 | \$549,749.09 | \$237,634.54 | Debt Service |
| 7/15/2025 | PLF | \$1,583,651.00 | \$1,583,651.00 | | |
| 7/18/2025 | RE Tax Advances | \$3,663,046.65 | \$2,525,748.33 | \$1,137,298.32 | Debt Service |
| 7/25/2025 | RE Tax Advances | \$3,185,991.75 | \$2,225,117.47 | \$960,874.28 | Debt Service |
| 8/15/2025 | PLF | \$1,598,559.00 | \$1,598,559.00 | | |
| Total | | <u>\$11,131,223.93</u> | <u>\$8,700,367.58</u> | <u>\$2,430,856.35</u> | |

On a motion by President Williamson, seconded by Ms. Geers, the July and August 2025 Financial Report was approved by the Board.

Ayes: Five
Nays: None
Abstentions: One

Mr. Thomas joined the meeting at 4:17 p.m.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director acknowledged and thanked Angela Jones, Vandalia Branch Library Manager, and Molly Millsop, Vandalia Branch Library Assistant Manager, and their staff for hosting this meeting.

The Executive Director informed the Board about a fundraising opportunity at Eudora Brewery on September 18th, with 10% of sales going to the Library.

The Executive Director introduced Katie McCoy, the new Staff Development Manager.

Jeff Reid, Collection Development Librarian, shared a presentation about e-books and Libby. Digital materials are increasingly popular among DML patrons, and 2025 is projected to see 2.1 million circs of these materials. Libby is the app where most popular titles are made available in e-book and e-audiobooks. Digital materials are licensed rather than owned by the Library. All materials accessible in Libby are purchased in advance (as opposed to other apps, like Hoopla, which are buffet-style, and billed upon checkout). DML uses a 5:1 ratio- for every 5 holds, an additional copy is purchased. Digital costs are far higher than physical costs, but the Library takes advantage of sales whenever possible.

RESOLUTION TO APPROVE FUNDING AND EXECUTION OF WEST BRANCH LIBRARY SOLAR CAPITAL PROJECT

On a motion by President Williamson, seconded by Ms. Woodhull, the following Resolution was approved by the Board:

WHEREAS, The Dayton Metro Library intends to install Solar Panel arrays at the West Branch Library, and

WHEREAS, an immediate transfer in the amount of \$384,200 from the Building & Repair fund to the Construction Fund is required in order to secure the applicable 40% federal rebates and current equipment pricing, and

WHEREAS, The Dayton Metro Library requires board approval prior to execution of any and all capital projects,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Dayton Metro Library:

Section 1: a transfer from the Building and Repair Fund to, and expended from, the Construction Fund in the amount of \$384,200, is hereby authorized and approved for the West Branch Library Solar Capital Project.

Section 2: that the contract with the installing contractor, Solar Connect LLC, together with the associated purchase order, is hereby authorized for the West Branch Library Solar Capital Project in the total amount of \$384,200.

Ayes: All

Nays: None

ANNUAL CONTRIBUTION TO THE DAYTON SOCIETY OF NATURAL HISTORY

In 1955 the Ohio Revised Code was amended to enable public libraries to contribute up to \$15,000 to support a local museum. This was enacted to facilitate the separation of the Dayton Public Library from its museum, the Dayton Society of Natural History. Each January, the Library has continued to provide this annual support since the separation of the two organizations, most recently in January of 2025.

In light of financial difficulties, the Board discussed whether such payments ought to continue. There has tended not to be any stipulations or restrictions upon these funds, making it anomalous in this regard and that no services are exchanged.

The Board directed the Executive Director to work with the Dayton Society of Natural History to develop an agreement which would highlight the programs and services being supported by these contributions.

NEW BUSINESS

No New Business was brought before the Board.

POLICY REVIEW

As recommended by President Williamson, the Policy review was tabled until the October 15th meeting.

DAYTON METRO LIBRARY RECORDS COMMISSION MEETING

As required by 2007 changes to the Ohio Revised Code, Section 149.411 modified Ohio Public Records Law and mandated the creation of the Dayton Metro Library Records Commission. The records commission comprises the Executive Director, and all seven Library Trustees.

Among the requirements of the law, is an annual meeting to review the Library's records retention policy, disposal schedules, and consider any special requests for disposal of public records. The annual meeting is scheduled for Wednesday, October 15, 2025 at 4:00 p.m. in the Board Room at the Main Library. The regular meeting of the Board will follow immediately after the records commission meeting.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, October 15, 2025 at 4:10 p.m. in the Board Room at the Main Library, or immediately following the conclusion of the records commission meeting.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) to discuss the employment of public employees.

On a motion by President Williamson, seconded by Mr. Thomas, the Board went into Executive Session.

A roll call vote was taken as follows:

| | |
|--------------------|-----|
| Mr. Williamson: | Aye |
| Mr. Kennebrew: | Aye |
| Mr. Thomas: | Aye |
| Ms. Woodhull: | Aye |
| Ms. Cardona-Jones: | Aye |
| Ms. Geers: | Aye |

Ayes: All

Nays: None

The Board entered Executive Session at 5:15 p.m. and returned to open session at 6:38 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by President Williamson, seconded by Ms. Woodhull, the Board adjourned at 6:38 p.m.

Ayes: All

Nays: None

DAYTON METRO LIBRARY
AGENDA OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES
Monday, September 29, 2025 8:30a.m.
Main Library

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA – ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.

Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.

Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.

Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.

Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.

All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.

Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.

In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

4. EXECUTIVE SESSION—ACTION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of public employees

A **roll call vote** will be needed.

5. ADJOURNMENT – ACTION

DAYTON METRO LIBRARY

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

September 29, 2025, 8:30 a.m.

PRESENT: David Williamson, Nolan Thomas, Sara Woodhull, Carl Kennebrew, Myla Cardona-Jones, Kelly Geers, and Shannon Isom

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 8:30 a.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

PUBLIC COMMENT

Lori Rotterman, President of the Dayton Metro Library Staff Association, expressed concern about transparency, noting that the agenda for this Special Meeting had not yet been posted to the library's website. She further expressed concern about a lack of anonymity in the staff climate survey, which was administered anonymously, but the demographic information could potentially be used to identify respondents. She stated that the library had yet to share the survey's findings with staff, and urged greater transparency.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) to discuss employment of a public employee.

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board went into Executive Session.

A roll call vote was taken as follows:

| | |
|-----------------|-----|
| Mr. Williamson: | Aye |
| Mr. Kennebrew: | Aye |
| Mr. Thomas: | Aye |

| | |
|--------------------|-----|
| Ms. Woodhull: | Aye |
| Ms. Cardona-Jones: | Aye |
| Ms. Geers: | Aye |
| Ms. Isom: | Aye |

Ayes: All
Nays: None

The Board entered Executive Session at 8:35 a.m. and returned to open session at 11:15 a.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board adjourned at 11:15 a.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, October 15, 2025, 4:10 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the September 17, 2025 meeting of the Board.

It is further recommended that the Board take action on the minutes of the September 29, 2025 Special meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. GIFTS AND GRANTS

It is recommended that the Board approve the Gifts and Grants as listed at the end of the Agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for September 2025 is included in the Board Packet.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|-------------|-----------------------------|---------------|------------------------------|-------------------|--------------|
| 9/12/2025 | Real Estate Tax Settlements | 5,414,714.88 | 3,913,133.63 | 1,501,580.85 | Debt Service |
| 9/15/2025 | Public Library Fund | 1,624,032.61 | 1,624,032.61 | | |

| | | | |
|--------------|---------------------|---------------------|---------------------|
| Total | 7,038,747.49 | 5,537,166.24 | 1,501,580.85 |
|--------------|---------------------|---------------------|---------------------|

7. EXECUTIVE DIRECTOR'S REPORT - INFORMATION

The Executive Director will update the Board on current library programs and services.

- Phillip Dunlevy, Facilities Director- Facilities 10-Year Plan
- Josh Ashworth, Information Technology Services Director- Printer/Copier Contract

8. 2026 DENTAL AND GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE – ACTION

The Executive Director recommends the following for group dental and supplemental life insurance for plan year 2026:

Dental Insurance

- Remain with Superior Dental for group dental insurance with a 19.2% increase in premiums.

| | Monthly Premium | Library Monthly Cost | Employee Monthly Cost | Employee Cost Per Pay |
|---------------------------------|------------------------|-----------------------------|------------------------------|------------------------------|
| Superior Dental - Single | \$25.75 | \$20.60 | \$5.15 | \$2.58 |
| Superior Dental - Family | \$107.86 | \$86.29 | \$21.57 | \$10.79 |

Other Recommendations

- Library contributions will continue to be pro-rated for designated part-time staff.
- Will move life insurance, voluntary life insurance, voluntary short-term disability, and voluntary long-term disability to OneAmerica for a -4% decrease under current premium costs

9. AMENDED RESOLUTION TO APPROVE FUNDING AND EXECUTION OF WEST BRANCH LIBRARY SOLAR CAPITAL PROJECT –ACTION

During the September 17, 2025 Board of Trustees meeting, a Resolution was approved to authorize the funding and execution of the West Branch Library Solar Capital Project. This Resolution included an error, which mistakenly recorded the fund being used.

It is recommended that the Board approve the following amended Resolution, which corrects this error:

Amendment to Solar Panel Project Funding Source

(Revising Prior Approval from Construction Fund 403 to Building & Repair Fund 401)

WHEREAS, on September 17, 2025, the Board of Trustees approved the installation of solar panels at the West Branch, with project costs to be expensed from the Construction Fund (Fund 403) following a transfer of cash from the Building & Repair Fund (Fund 401); and

WHEREAS, upon further review by the Fiscal Officer, it has been determined that it is more efficient and appropriate to record the solar panel project expense directly within the Building & Repair Fund (Fund 401), eliminating the need for an interfund transfer; and

WHEREAS, sufficient appropriation and cash balance are available in the Building & Repair Fund (Fund 401) to support the full cost of the project;

NOW, THEREFORE, BE IT RESOLVED

by the Board of Trustees of the Dayton Metro Library, Montgomery County, Ohio, that:

1. Amendment of Prior Board Action

The Board hereby rescinds the portion of the previous resolution authorizing the transfer of cash from the Building & Repair Fund (401) to the Construction Fund (403) for the solar panel installation project at the West Branch.

2. Revised Funding Source

The Board authorizes the total project cost of \$384,500 to be expensed directly from the Building & Repair Fund (401) under Capital Outlay 55310.

3. Appropriation Adjustment

The Fiscal Officer is authorized and directed to amend the appropriations of the Building & Repair Fund (401) to reflect this project expenditure and ensure compliance with budgetary and accounting requirements.

4. Encumbrance & Expenditure Authorization

The Fiscal Officer is authorized to encumber and expend funds for this project in accordance with the Library's procurement policy, applicable competitive bidding laws, and all other statutory requirements.

5. Fixed Asset Capitalization

The solar panel installation shall be recorded as a capital asset of the Dayton Metro Library, classified as a Building Improvement, and depreciated in accordance with the Library's capitalization policy.

6. Audit Documentation

Documentation of this amendment, the prior board resolution, appropriation adjustments, purchase orders, contracts, and payment records shall be maintained by the Fiscal Officer to provide a complete audit trail.

10. DAYTON METRO LIBRARY BOARD OF TRUSTEES 2026 MEETINGS - ACTION

Each year the Board establishes the schedule of regular general meetings for the coming year. The Board of Trustees bylaws dictates that the meeting be held the third Wednesday of each month. It is recommended the following dates be approved with the January meeting scheduled for the fourth Wednesday to allow for the Finance office to close the prior year's finances, and no meeting scheduled in August:

| | |
|------------------------------|------------------------------------|
| January 28, 2026 | July 15, 2026 |
| February 18, 2026- Burkhardt | August – no meeting |
| March 18, 2026 | September 16, 2026- Northmont |
| April 15, 2026 | October 21, 2026 |
| May 20, 2026- New Lebanon | November 18, 2026- West Carrollton |
| June 17, 2026 | December 16, 2026 |

Unless otherwise noted, Board Meetings will be held in the Board Room of the Main Library. On a quarterly basis, meetings will be held in the Community Rooms of branch locations, as indicated above.

11. POLICY REVIEW– INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

During the September 17, 2025 Board meeting, the following policies were tabled for discussion at the October 15, 2025 meeting:

Trustees were asked to familiarize themselves with “Policy AD 106- Disposing of Public Property Policy” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 107- Pandemic Response Policy” in advance of the November 17, 2025 meeting.

12. NEW BUSINESS

13. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, November 19, 2025 at 4:00 p.m. in the Community Room of the Miamisburg Branch Library.

14. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(4) of the Ohio Revised Code to discuss collective bargaining strategy.

A **roll call** vote will be needed.

15. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Josh Ashworth, Information Technology Services Director, Information Technology Services, Desiree Davey, Technology Development Manager, Information Technology Services, and Miles Wagers, Integrated Library Systems Administrator, Information Technology Services, to attend “Ohio IUG” sponsored by OH-IUG and held in Pickaway County, OH on October 17, 2025. It is further recommended that registration in the amount of \$20.00 each and mileage in the amount of \$54.67 each be reimbursed by the Board.

Martha Ballinger, Information Services Librarian, Special Collections, Christian Elder, Branch Library Manager, Southeast Branch Library, and Bradley Kuykendall, Main Library Manager, Public Services, to attend “OLC Convention” sponsored by Ohio Library Council and held in Cleveland, OH from November 19, 2025 through November 21, 2025. It is further recommended that registration in the amount of \$250.00 each, mileage in the amount of \$296.80 each, parking in the amount of \$75.00 each, lodging in the amount of \$645.78 each, and meals in the amount of \$68.00 each be reimbursed by the Board.

Molly Benson, Technical Services Director, Technical Services, and Rachel Gut, Deputy Executive Director, Executive Administration, for a Kent District Library visit to Grand Rapids, MI from November 16, 2025 to November 17, 2025. It is further recommended that mileage in the amount of \$212.80 each, parking in the amount of \$25.00 each, lodging in the amount of \$116.82 each, and meals in the amount of \$120.00 each be reimbursed by the Board.

Kelley Gorniak, Catalog Librarian, Cataloging, to participate in the “Tectonic Shifts: Technical Services of Today” webinar sponsored by Northern Ohio Technical Services Librarians on October 3, 2025. It is further recommended that registration in the amount of \$28.52 be reimbursed by the Board.

Sharon Taste, Branch Library Manager, Northwest Branch Library, to attend “The Renewals Workshop” sponsored by Ohio Net on October 15, 2025. It is further recommended that registration in the amount of \$295.00 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointment** be accepted:

Cathy Brenner, Human Resources Assistant, full-time, Grade CE4, Human Resources, Main Library, effective October 19, 2025 at the rate of \$21.46 per hour.

Kapreice Brooks, Information Services Assistant, full-time, Grade 08, Youth Services, Main Library, effective October 5, 2025 at the rate of \$19.35 per hour.

Tylor Kane, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective October 5, 2025 at the rate of \$19.00 per hour.

Gideon McDaniel, Special Collections Director, full-time, Grade S09, Special Collections, Main Library, effective October 5, 2025 at the rate of \$36.0577 per hour.

Martin Sluk, Branch Homework Help Liaison, full-time, Grade 09, Trotwood Branch Library, effective September 21, 2025 at the rate of \$20.48 per hour.

Jakara Smith, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective September 21, 2025 at the rate of \$15.20 per hour.

Dustin Voss, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective September 21, 2025 at the rate of \$19.00 per hour.

It is recommended that the following **Change in Location, Change in Position** be accepted:

Jacobee Buchanan, Information Services Assistant, full-time, Grade 08, Miami Township Branch Library, from Floating Information Services Assistant, full-time, Grade 08, Public Services, effective September 21, 2025 at the rate of \$19.62 per hour.

It is recommended that the following **Change in Title** be accepted:

Camille Hall, Community Impact Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Business Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 27, 2025 at the rate of \$25.48 per hour.

Keilani Judkins, Community Impact Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Older Adult Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 27, 2025 at the rate of \$24.98 per hour.

Jordan Ostrum, Community Impact Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from LGBTQIA+ Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 27, 2025 at the rate of \$29.47 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Martin Sluk, Branch Homework Help Liaison, full-time, Trotwood Branch Library, effective September 24, 2025 for 16.00 hours for personal reasons.

It is recommended that the following **Resignation** be accepted:

Teresa Curtis-Morrow, Information Services Assistant, full-time, Grade 08, Brookville Branch Library, effective September 27, 2025.

Sherry Fox, Accountant, full-time, Grade 11, Finance, Main Library, effective October 3, 2025.

Phillip Green, Event Operations Assistant, ½-time, Grade 08, External Relations, Main Library, effective November 28, 2025.

Brittany Townsend, Safety and Protective Service Officer, full-time, Grade CE2, Safety and Protective Services, effective September 27, 2025.

It is recommended that the following **Retirement** be accepted:

Jeanette Dohner, Senior Patron Services Assistant, full-time, Grade 06, Brookville Branch Library, effective January 30, 2026, after more than 15 years of service.

It is recommended that the following **Termination** be accepted:

Ada Wood, Information Services Assistant, full-time, Grade 08, Youth Services Main Library, effective August 8, 2025.

C. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$20.00 from Rob Hardy on September 18, 2025.
\$345.99 from Eudora Brewing Company on September 20, 2025.
\$20.00 from Regina Whittington on September 24, 2025.
\$20.00 from Regina Whittington on September 24, 2025.
\$48.50 from Anonymous on September 28, 2025.
\$20.00 from Regina Whittington on September 30, 2025.
\$2,000.00 from Dayton Area Chamber of Commerce on October 10, 2025.
\$20.00 from Regina Whittington on October 10, 2025.

It is recommended that the following **Grants** be accepted:

No grants were received since the September Board meeting.

D. **CONTRACTS AND AGREEMENTS**

It is recommended that the following **Contracts and Agreements** be accepted:

Sinclair Community College:

This represents an expansion of Dayton Metro Library's Federal Work Study program beyond the prior existing scope with the University of Dayton.

Today's Business Solutions, Inc.

An upgrade to the printer and scanner services Dayton Metro Library provides to library patrons. Total costs of \$370,497.50.

DAYTON METRO LIBRARY
MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

October 15, 2025, 4:00 p.m.

PRESENT: Nolan Thomas, Sara Woodhull, Kelly Geers, David Williamson

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:01 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by President Williamson, seconded by Ms. Woodhull, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by President Williamson, seconded by Ms. Geers, the minutes of the September 17, 2025 meeting were approved by the Board.

Ayes: All
Nays: None

On a motion by President Williamson, seconded by Ms. Geers, the minutes of the September 29, 2025 Special meeting were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by President Williamson, seconded by Mr. Thomas, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Josh Ashworth, Information Technology Services Director, Information Technology Services, Desiree Davey, Technology Development Manager, Information Technology Services, and Miles Wagers, Integrated Library Systems Administrator, Information Technology Services, to attend “Ohio IUG” sponsored by OH-IUG and held in Pickaway County, OH on October 17, 2025. It is further recommended that registration in the amount of \$20.00 each and mileage in the amount of \$54.67 each be reimbursed by the Board.

Martha Ballinger, Information Services Librarian, Special Collections, Christian Elder, Branch Library Manager, Southeast Branch Library, and Bradley Kuykendall, Main Library Manager, Public Services, to attend “OLC Convention” sponsored by Ohio Library Council and held in Cleveland, OH from November 19, 2025 through November 21, 2025. It is further recommended that registration in the amount of \$250.00 each, mileage in the amount of \$296.80 each, parking in the amount of \$75.00 each, lodging in the amount of \$645.78 each, and meals in the amount of \$68.00 each be reimbursed by the Board.

Molly Benson, Technical Services Director, Technical Services, and Rachel Gut, Deputy Executive Director, Executive Administration, for a Kent District Library visit to Grand Rapids, MI from November 16, 2025 to November 17, 2025. It is further recommended that mileage in the amount of \$212.80 each, parking in the amount of \$25.00 each, lodging in the amount of \$116.82 each, and meals in the amount of \$120.00 each be reimbursed by the Board.

Kelley Gorniak, Catalog Librarian, Cataloging, to participate in the “Tectonic Shifts: Technical Services of Today” webinar sponsored by Northern Ohio Technical Services Librarians on October 3, 2025. It is further recommended that registration in the amount of \$28.52 be reimbursed by the Board.

Sharon Taste, Branch Library Manager, Northwest Branch Library, to attend “The Renewals Workshop” sponsored by Ohio Net on October 15, 2025. It is further recommended that registration in the amount of \$295.00 be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Cathy Brenner, Human Resources Assistant, full-time, Grade CE4, Human Resources, Main Library, effective October 19, 2025 at the rate of \$21.46 per hour.

Kapreice Brooks, Information Services Assistant, full-time, Grade 08, Youth Services, Main Library, effective October 5, 2025 at the rate of \$19.35 per hour.

Tylor Kane, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective October 5, 2025 at the rate of \$19.00 per hour.

Gideon McDaniel, Special Collections Director, full-time, Grade S09, Special Collections, Main Library, effective October 5, 2025 at the rate of \$36.0577 per hour.

Martin Sluk, Branch Homework Help Liaison, full-time, Grade 09, Trotwood Branch Library, effective September 21, 2025 at the rate of \$20.48 per hour.

Jakara Smith, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective September 21, 2025 at the rate of \$15.20 per hour.

Dustin Voss, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective September 21, 2025 at the rate of \$19.00 per hour.

CHANGE IN LOCATION, CHANGE IN POSITION

Jacobee Buchanan, Information Services Assistant, full-time, Grade 08, Miami Township Branch Library, from Floating Information Services Assistant, full-time, Grade 08, Public Services, effective September 21, 2025 at the rate of \$19.62 per hour.

CHANGE IN TITLE

Camille Hall, Community Impact Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Business Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 27, 2025 at the rate of \$25.48 per hour.

Keilani Judkins, Community Impact Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Older Adult Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 27, 2025 at the rate of \$24.98 per hour.

Jordan Ostrum, Community Impact Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from LGBTQIA+ Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, effective June 27, 2025 at the rate of \$29.47 per hour.

LEAVE WITHOUT PAY

Martin Sluk, Branch Homework Help Liaison, full-time, Trotwood Branch Library, effective September 24, 2025 for 16.00 hours for personal reasons.

RESIGNATION

Teresa Curtis-Morrow, Information Services Assistant, full-time, Grade 08, Brookville Branch Library, effective September 27, 2025.

Sherry Fox, Accountant, full-time, Grade 11, Finance, Main Library, effective October 3, 2025.

Phillip Green, Event Operations Assistant, ½-time, Grade 08, External Relations, Main Library, effective November 28, 2025.

Brittany Townsend, Safety and Protective Service Officer, full-time, Grade CE2, Safety and Protective Services, effective September 27, 2025.

RETIREMENT

Jeanette Dohner, Senior Patron Services Assistant, full-time, Grade 06, Brookville Branch Library, effective January 30, 2026, after more than 15 years of service.

TERMINATION

Ada Wood, Information Services Assistant, full-time, Grade 08, Youth Services Main Library, effective August 8, 2025.

GIFTS AND GRANTS

GIFTS

The Board approved each of the following gifts:

\$20.00 from Rob Hardy on September 18, 2025.

\$345.99 from Eudora Brewing Company on September 20, 2025.

\$20.00 from Regina Whittington on September 24, 2025.

\$20.00 from Regina Whittington on September 24, 2025.

\$48.50 from Anonymous on September 28, 2025.

\$20.00 from Regina Whittington on September 30, 2025.

\$2,000.00 from Dayton Area Chamber of Commerce on October 10, 2025.

\$20.00 from Regina Whittington on October 10, 2025.

GRANTS

No grants were received since the September 2025 Board meeting.

CONTRACTS AND AGREEMENTS

The Board approved each of the following contracts and agreements:

Sinclair Community College:

This represents an expansion of Dayton Metro Library's Federal Work Study program beyond the prior existing scope with the University of Dayton.

Today's Business Solutions, Inc.

An upgrade to the printer and scanner services Dayton Metro Library provides to library patrons. Total costs of \$370,497.50.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the public.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for September 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|--------------|-----------------------------|---------------------|------------------------------|---------------------|--------------|
| 9/12/2025 | Real Estate Tax Settlements | 5,414,714.88 | 3,913,133.63 | 1,501,580.85 | Debt Service |
| 9/15/2025 | Public Library Fund | 1,624,032.61 | 1,624,032.61 | | |
| Total | | 7,038,747.49 | 5,537,166.24 | 1,501,580.85 | |

On a motion by President Williamson, seconded by Ms. Woodhull, the September 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director congratulated Claudine Bennett for being honored as a Class of 2025 Women to Watch honoree by the Better Business Bureau.

Phillip Dunlevy shared a presentation about Facilities maintenance and reviewed some of the upcoming expenditures for the department, which will include the West solar project, boring for the geothermal well at Main, and parking lot sealcoating over the next year. Expenses over the next five years will include replacing the Northwest branch's boilers, and the Kettering-Moraine branch's roof. Further expenses are expected, with most of the new buildings' systems having a 20-30-year lifecycle, with some newer locations set to reach the 20-year threshold around 2035. Efforts

are perpetually made to properly maintain and steward the library's facilities. A new program is being implemented to include capital planning software into Facilities' computerized maintenance management system (CMMS), which will help to anticipate issues and drive decisions regarding repair or replacement.

Josh Ashworth, Information and Technology Services Director, reviewed a proposed change to copy and print services for library patrons. Existing agreements with Flex Technology Group (formerly Millennium Business Systems) are coming to an end in 2025/2026. New agreements with FlexTG do not offer the same level of service, so alternative solutions were explored and evaluated. The preferred solution is from Today's Business Solutions (TBS), which is used by most large metro libraries in Ohio. The Board asked questions about the service and new solutions, including the existing \$3.00 minimum credit card charge and concerns about staff handling more cash payments due to the proposed solution not including coinboxes. Josh was tasked with providing more data and the Board will continue to monitor project implementation.

Mr. Thomas asked the Executive Director whether there are any plans for a patron survey in order to gauge community input regarding library services. The Executive Director will provide a follow-up at the November meeting.

2026 DENTAL AND GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Deansai Myers, Director of Human Resources and Organizational Development, provided a review of the proposed 2026 dental, group life and accidental death and dismemberment rates.

Dental Insurance

- Remain with Superior Dental for group dental insurance with a 19.2% increase in premiums.

| | Monthly Premium | Library Monthly Cost | Employee Monthly Cost | Employee Cost Per Pay |
|--------------------------|-----------------|----------------------|-----------------------|-----------------------|
| Superior Dental - Single | \$25.75 | \$20.60 | \$5.15 | \$2.58 |
| Superior Dental - Family | \$107.86 | \$86.29 | \$21.57 | \$10.79 |

Other Recommendations

- Library contributions will continue to be pro-rated for designated part-time staff.
- Will move life insurance, voluntary life insurance, voluntary short-term disability, and voluntary long-term disability to OneAmerica for a -4% decrease under current premium costs

On a motion by President Williamson, seconded by Ms. Geers, the Board approved the 2026 dental, group life and accidental death and dismemberment rates.

Ayes: All

Nays: None

AMENDED RESOLUTION TO APPROVE FUNDING AND EXECUTION OF WEST BRANCH LIBRARY SOLAR CAPITAL PROJECT

During the September 17, 2025 Board of Trustees meeting, a Resolution was approved to authorize the funding and execution of the West Branch Library Solar Capital Project. This Resolution included an error, which mistakenly recorded the fund being used.

It was recommended that the Board approve the following amended Resolution, which corrects this error:

Amendment to Solar Panel Project Funding Source

(Revising Prior Approval from Construction Fund 403 to Building & Repair Fund 401)

WHEREAS, on September 17, 2025, the Board of Trustees approved the installation of solar panels at the West Branch, with project costs to be expensed from the Construction Fund (Fund 403) following a transfer of cash from the Building & Repair Fund (Fund 401); and

WHEREAS, upon further review by the Fiscal Officer, it has been determined that it is more efficient and appropriate to record the solar panel project expense directly within the Building & Repair Fund (Fund 401), eliminating the need for an interfund transfer; and

WHEREAS, sufficient appropriation and cash balance are available in the Building & Repair Fund (Fund 401) to support the full cost of the project;

NOW, THEREFORE, BE IT RESOLVED

by the Board of Trustees of the Dayton Metro Library, Montgomery County, Ohio, that:

1. Amendment of Prior Board Action

The Board hereby rescinds the portion of the previous resolution authorizing the transfer of cash from the Building & Repair Fund (401) to the Construction Fund (403) for the solar panel installation project at the West Branch.

2. Revised Funding Source

The Board authorizes the total project cost of \$384,500 to be expensed directly from the Building & Repair Fund (401) under Capital Outlay 55310.

3. Appropriation Adjustment

The Fiscal Officer is authorized and directed to amend the appropriations of the Building & Repair Fund (401) to reflect this project expenditure and ensure compliance with budgetary and accounting requirements.

4. Encumbrance & Expenditure Authorization

The Fiscal Officer is authorized to encumber and expend funds for this project in accordance with the Library's procurement policy, applicable competitive bidding laws, and all other statutory requirements.

5. Fixed Asset Capitalization

The solar panel installation shall be recorded as a capital asset of the Dayton Metro Library, classified as a Building Improvement, and depreciated in accordance with the Library's capitalization policy.

6. Audit Documentation

Documentation of this amendment, the prior board resolution, appropriation adjustments, purchase orders, contracts, and payment records shall be maintained by the Fiscal Officer to provide a complete audit trail.

On a motion by President Williamson, seconded by Mr. Thomas, the resolution was approved.

Ayes: All

Nays: None

DAYTON METRO LIBRARY BOARD OF TRUSTEES 2026 MEETINGS

The President reported that the Trustees will need to establish a calendar of meetings for 2026. The President noted that there is a possibility that the Board may hold a special meeting in August 2026. Unless otherwise noted, Board Meetings will be held in the Board Room of the Main Library. The approved meeting dates for 2026 are as follows:

| | |
|------------------------------|------------------------------------|
| January 28, 2026 | July 15, 2026 |
| February 18, 2026- Burkhardt | August – no meeting |
| March 18, 2026 | September 16, 2026- Northmont |
| April 15, 2026 | October 21, 2026 |
| May 20, 2026- New Lebanon | November 18, 2026- West Carrollton |
| June 17, 2026 | December 16, 2026 |

On a motion by President Williamson, seconded by Mr. Thomas, the Board approved the above meeting schedule for 2026.

Ayes: All

Nays: None

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 106- Disposing of Public Property Policy" in advance of this meeting, as it was the policy for discussion. No changes were recommended.

It is recommended that the Board review “Policy AD 107- Pandemic Response Policy” in advance of the November 19, 2025 meeting.

NEW BUSINESS

There was no new business brought before the Board.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, November 19, 2025 at 4:00 p.m. in the Community Room of the Miamisburg Branch Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(4) of the Ohio Revised Code to discuss collective bargaining strategy.

On a motion by President Williamson, seconded by Mr. Thomas, the Board went into Executive Session.

A roll call vote was taken as follows:

| | |
|-----------------|-----|
| Mr. Thomas: | Aye |
| Mr. Williamson: | Aye |
| Ms. Geers: | Aye |
| Ms. Woodhull: | Aye |

Ayes: All

Nays: None

The Board entered Executive Session at 4:49 p.m. and returned to open session at 5:44 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(4) of the Ohio Revised Code.

ADJOURNMENT

On a motion by President Williamson, seconded by Ms. Woodhull, the Board adjourned at 5:44 p.m.

Ayes: All

Nays: None

DAYTON METRO LIBRARY

AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, November 19, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the October 15, 2025 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board approve the workshop hours as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. GIFTS AND GRANTS

It is recommended that the Board approve the gifts and grants as listed at the end of the agenda.

D. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for October 2025 was included in the Board Packet.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|-------------|--------------------------|---------------|------------------------------|-------------------|-----------------|
| 10/10/2025 | RE Property Tax Rollback | 1,347,566.58 | 769,399.63 | 578,166.95 | Debt Service |
| 10/15/2025 | Public Library Fund | 1,574,325.75 | 1,574,325.75 | - | |

| | | | |
|--------------|---------------------|---------------------|-------------------|
| Total | 2,921,892.33 | 2,343,725.38 | 578,166.95 |
|--------------|---------------------|---------------------|-------------------|

7. PROPERTY LIABILITY, BLANKET LIABILITY INSURANCE AND CYBERSECURITY COVERAGE—ACTION

Marc Reynolds and G. Scott Egbers of Marsh McLennan Agency will review with the Board the proposed 2025-2026 rates for Property, Liability and Blanket Insurance and Cybersecurity coverage.

PREMIUM BY COVERAGE

| Line of Coverage | Expiring Premium | Renewal Premium |
|---|------------------|------------------|
| Westfield Package | \$227,891 | \$233,129 |
| Cincinnati Boiler – 2023 to 2026 | \$2,678 | \$2,678 |
| Cincinnati Executive Liability – 2023 to 2026 | \$15,000 | \$15,000 |
| Travelers Cyber | \$11,820 | \$12,515 |
| Total Estimated Premium | \$257,389 | \$263,322 |

PAYMENT BY COMPANY

| Policy / Coverage | Insurance Company | Payment Terms |
|--------------------------------|--|----------------------|
| Westfield Package | Westfield Insurance Company | Direct Bill / Annual |
| Cincinnati Boiler | Cincinnati Insurance Company | Direct Bill / Annual |
| Cincinnati Executive Liability | Cincinnati Insurance Company | Direct Bill / Annual |
| Travelers Cyber | Travelers Casualty and Surety Company of America | Direct Bill / Annual |

The Executive Director recommends the Board approve the renewal of the Property, Liability, and Blanket Insurance coverage, including cyber insurance, with Marsh McLennan Agency for an amount not to exceed \$263,322.00.

8. ADVANCE ON TAX DOLLARS COLLECTED IN 2026 - ACTION

It is recommended that the Board adopt the following Resolution:

“WHEREAS, This Board of Trustees of the Dayton Metro Library, Montgomery County, Ohio, requests the Auditor of Montgomery County, Ohio for the advance of tax dollars assessed and collected on behalf of the Dayton Metro Library.

THEREFORE, BE IT RESOLVED by the Board of Library Trustees of the Dayton Metro Library that a request on the tax dollars collected be forwarded to the Montgomery County Auditor, and

BE IT FURTHER RESOLVED that the minimum amount requested be \$100,000 from the Real Estate and Personal Property Taxes processed weekly.”

The resolution requires a **roll call vote**.

9. EXECUTIVE DIRECTOR’S REPORT – INFORMATION

The Executive Director will update the Board on current library programs and services.

- Bill McIntire, Public Services Director- “DML and Montgomery County Strategic Plan”
- Dr. Karlos L. Marshall, Director of Community Impact and Innovation- “Community Impact Branch Spokes Framework”

The Executive Director will introduce the following new managers and specialists:

- Jacqueline Gazda, Legal Resources Specialist
- Gideon McDaniel, Special Collections Director
- Maria Ruiz-Olide, Wilmington-Stroop Branch Library Assistant Manager
- Gil Rutledge, Executive Services Manager
- Shaun Wright, James and Geraldine Summers Fund Kettering-Moraine Branch Library Manager

10. RESOLUTION TO APPROVE EXECUTION OF DAYTON METRO LIBRARY RFP 2025-101: GEOTHERMAL WELL ENHANCEMENT PROJECT –ACTION

WHEREAS, it has been deemed critically necessary to deepen the Main Library’s geothermal well to ensure reliable operation and prevent service interruptions; and

WHEREAS, the proposed project has been competitively bid in accordance with Ohio Revised Code Section 153.12 and all other applicable ORC provisions governing public contracts and competitive procurement;

WHEREAS, twenty-five percent (25%) of the total project cost shall be paid at the time of contract execution, anticipated in November 2025; and the remaining seventy-five percent (75%) of the project cost shall be expended from the Building and Repair Fund upon project completion in April of 2026

WHEREAS, sufficient funds have been identified and/or appropriated from the current year budget and Building & Repair Fund to support the costs of planning, design, construction;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Dayton Metro Library:

Section 1: that the Dayton Metro library RFP 2025-101: Geothermal Well Enhancement capital project be approved as presented, authorizing expenditures of \$279,370.00 not including approved change order requests.

Section 2: that the Fiscal Officer is authorized to execute all documents, contracts, and agreements necessary to carry out the intent of this resolution.

11. 2026 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE –ACTION

The Executive Director recommends the Board approve the following for the 2026 Group Life and Accidental Dismemberment Insurance:

These policies for plan year 2026 will remain with MetLife Insurance. The Library will pay 100% of the cost. There are no rate changes due to the 2-year rate guarantee from 2024.

12. POLICY REVIEW– INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

During the October 15, 2025 Board meeting, Trustees were asked to familiarize themselves with “Policy AD 107- Pandemic Response Policy” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 108- Public Request, Retention & Disposition Policy” in advance of the December 17, 2025 meeting.

13. NOMINATING COMMITTEE - INFORMATION

The Board President will need to appoint a nominating committee in order to present a 2026 Slate of Officers for election at the annual meeting in December 2025. The offices of President, Vice President, and Secretary will need to be filled.

Additionally, the nominating committee will need to make a recommendation to appoint a Trustee to serve as liaison to the Foundation Board of Directors in 2026.

14. NEW BUSINESS

15. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, December 17, 2024 at 4:00 p.m. in the Board Room at the Main Library.

16. EXECUTIVE SESSION- ACTION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of public employees.

A **roll call** vote will be needed.

17. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Martha Ballinger, Information Services Librarian, to attend “2026 OLC Planning and Leadership Conference,” sponsored by OLC and held in Cleveland, OH on November 18, 2025. It is further recommended that registration in the amount of \$55.00 and lodging in the amount of \$150.39 be reimbursed by the Board.

Debi Chess, External Relations and Development Director, External Relations, David Hicks, Public Services Director, Public Services Administration, Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, and Caitlin Wissler, Public Services Director, Public Services Administration, for a Kent District Library visit to Grand Rapids, MI from November 16, 2025 to November 17, 2025. It is further recommended that mileage in the amount of \$212.80 each, parking in the amount of \$25.00 each, lodging in the amount of \$116.82 each, and meals in the amount of \$120.00 each be reimbursed by the Board.

Dani Gustavich, Children Services Librarian, Electra C. Doren Branch Library, to attend “2026 OLC Planning and Leadership Conference,” sponsored by OLC and held in Cleveland, OH on November 18, 2025. It is further recommended that registration in the amount of \$55.00 and lodging in the amount of \$269.08 be reimbursed by the Board.

Keilani Judkins, Community Impact Specialist, Department for Community Impact and Engagement, to attend “OLC 2025 Conference and Expo,” sponsored by OLC and held in Cleveland, OH from November 19, 2025 to November 21, 2025. It is further recommended that registration in the amount of \$250.00, mileage in the amount of \$296.80, parking in the amount of \$75.00, lodging in the amount of \$645.78, and meals in the amount of \$68.00 be reimbursed by the Board.

Bill McIntire, Public Services Director, Public Services Administration, to attend “2026 OLC Planning and Leadership Conference,” sponsored by OLC and held in Cleveland, OH on November 18, 2025. It is further recommended that registration in the amount of \$55.00 and mileage in the amount of \$296.80 be reimbursed by the Board.

Erin Wen, Collection Development Librarian, Technical Services, to participate in the “Navigating Collection Development after Baker and Taylor Closing” webinar, sponsored by SWON on November 6, 2025. It is further recommended that registration in the amount of \$25.00 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Aimee Adams, Branch Library Manager, full-time, Grade S09, Brookville Branch Library, effective January 11, 2026 at the rate of \$35.9870 per hour.

Roni Chandler, Information Services Assistant, full-time, Grade 08, Wilmington-Stroop Branch Library, effective November 16, 2025 at the rate of \$19.35 per hour.

Josh Dillon, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective October 19, 2025 at the rate of \$19.00 per hour.

Lynne Herring, Branch Homework Help Liaison, full-time, Grade 09, West Carrollton Branch Library, effective November 30, 2025 at the rate of \$20.48 per hour.

Bev Kaiser, Branch Homework Help Liaison, full-time, Grade 09, Southeast Branch Library, effective November 16, 2025 at the rate of \$20.48 per hour.

Colin Morrison, Branch Homework Help Liaison, full-time, Grade 09, Northwest Branch Library, effective November 16, 2025 at the rate of \$20.48 per hour.

Destiny Saunders, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective November 2, 2025 at the rate of \$19.00 per hour.

Erica Spilger, Archival Assistant, full-time, Grade 09, Special Collections, Main Library, effective October 19, 2025 at the rate of \$20.48 per hour.

Ben Sumner, Information Services Assistant, full-time, Grade 08, West Branch Library, effective November 2, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Interim Change in Location and Position** be accepted:

Eric Pennington, Branch Library Manager, full-time, Grade S09, Burkhardt Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Southeast Branch Library, effective November 30, 2025 at the rate of \$35.9870 per hour.

Melissa Zimmerman, Branch Library Manager, full-time, Grade S09, Electra C. Doren Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Huber Heights Branch Library, effective November 16, 2025 at the rate of \$35.9870 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Kapreice Brooks. Information Services Assistant, full-time, Grade 08, effective November 4, 2025 for 8.00 hours for personal reasons.

It is recommended that the following **Promotion, Change in Location** be accepted:

Lauren Day, Children Services Librarian, full-time, Grade 11, Northmont Branch Library, from Information Services Assistant, full-time, Grade 08, Outreach Services, effective November 30, 2025 at the rate of \$26.25 per hour.

It is recommended that the following **Resignation** be accepted:

Aleshia Burt, Information Services Assistant, Grade 08, Trotwood Branch Library, effective October 31, 2025.

Jennifer Melke-Marks, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective October 16, 2025.

Wren Newmark-Weishan, Children Services Librarian, full-time, Grade 11, Northwest Branch Library, effective October 18, 2025.

Natalie Rickman, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective November 6, 2025.

It is recommended that the following **Temporary Transfer** be accepted:

Seth Patrick, Children Services Librarian, full-time, Grade 11, Main Youth Services, from Children Services Librarian, full-time, Grade 11, Huber Heights Branch Library, effective November 20, 2025 at the rate of \$26.25 per hour.

It is recommended that the following **Termination** be accepted:

Jessica Hunter, Assistant Branch Library Manager, full-time, Grade S07, Northmont Branch Library, effective October 16, 2025.

C. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$20.00 from Regina Whittington on October 10, 2025.

\$250.00 from Anonymous on October 20, 2025.

\$100.00 from Irene Baust on October 22, 2025.

\$20.00 from Rob Hardy on November 8, 2025.

It is recommended that the following **Grants** be accepted:

\$15,000.00 from the Charles F. Kettering Foundation on October 21, 2025.

It is recommended that the following **Sponsorships** be accepted:

\$2,000.00 from Dayton Area Chamber of Commerce on October 10, 2025.

D. **CONTRACTS AND AGREEMENTS**

Jackson Squared Media

A \$12,500 all-inclusive honorarium for Fred Hampton Jr. to speak at a 2026 Social Justice Speakers Series event.

Zoobean

A 2-year renewal of the Beanstack licensing agreement, totaling \$12,302, for the software DML uses to implement its annual Summer Challenge programming.

Foodbank

A continuation of the agreement into 2026 for Dayton Metro Library to continue to serve as a Pantry Partner location for the Foodbank.

CCMNT Speakers, LLC

A \$5,100 all-inclusive honorarium for Treva Lindsey to speak at a 2026 Social Justice Speakers Series event.

All American Entertainment (AAE)

An \$8,500 all-inclusive honorarium for Ryan Goodman to speak at a 2026 Social Justice Speakers Series event.

Xerox

A sales and service agreement to switch DML's public print service to Xerox, effective in 2026.

ClearGov

An annual subscription fee of \$19,370 with ClearGov, DML's budgeting software vendor.

AAE

An \$8,500 all-inclusive honorarium for Benjamin Sledge to speak at a 2026 Social Justice Speakers Series event.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

November 19, 2025, 4:00 p.m.

PRESENT: Nolan Thomas, David Williamson, Carl Kennebrew (out at 4:48 p.m., returning at 4:50 p.m.), Shannon Isom, Kelly Geers, Sara Woodhull, Myla Cardona-Jones

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:01 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by President Williamson, seconded by Mr. Thomas, the agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by President Williamson, seconded by Ms. Woodhull, the minutes of the October 15, 2025 meeting were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by President Williamson, seconded by Mr. Thomas, the following items from the Consent Agenda were approved by the Board:

WORKSHOP HOURS

The Board authorized the attendance of the following staff members at the workshop/conference indicated below:

Martha Ballinger, Information Services Librarian, to attend “2026 OLC Planning and Leadership Conference,” sponsored by OLC and held in Cleveland, OH on November 18, 2025. It is further recommended that registration in the amount of \$55.00 and lodging in the amount of \$150.39 be reimbursed by the Board.

Debi Chess, External Relations and Development Director, External Relations, David Hicks, Public Services Director, Public Services Administration, Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, and Caitlin Wissler, Public Services Director, Public Services Administration, for a Kent District Library visit to Grand Rapids, MI from November 16, 2025 to November 17, 2025. It is further recommended that mileage in the amount of \$212.80 each, parking in the amount of \$25.00 each, lodging in the amount of \$116.82 each, and meals in the amount of \$120.00 each be reimbursed by the Board.

Dani Gustavich, Children Services Librarian, Electra C. Doren Branch Library, to attend “2026 OLC Planning and Leadership Conference,” sponsored by OLC and held in Cleveland, OH on November 18, 2025. It is further recommended that registration in the amount of \$55.00 and lodging in the amount of \$269.08 be reimbursed by the Board.

Keilani Judkins, Community Impact Specialist, Department for Community Impact and Engagement, to attend “OLC 2025 Conference and Expo,” sponsored by OLC and held in Cleveland, OH from November 19, 2025 to November 21, 2025. It is further recommended that registration in the amount of \$250.00, mileage in the amount of \$296.80, parking in the amount of \$75.00, lodging in the amount of \$645.78, and meals in the amount of \$68.00 be reimbursed by the Board.

Bill McIntire, Public Services Director, Public Services Administration, to attend “2026 OLC Planning and Leadership Conference,” sponsored by OLC and held in Cleveland, OH on November 18, 2025. It is further recommended that registration in the amount of \$55.00 and mileage in the amount of \$296.80 be reimbursed by the Board.

Erin Wen, Collection Development Librarian, Technical Services, to participate in the “Navigating Collection Development after Baker and Taylor Closing” webinar, sponsored by SWON on November 6, 2025. It is further recommended that registration in the amount of \$25.00 be reimbursed by the Board.

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Aimee Adams, Branch Library Manager, full-time, Grade S09, Brookville Branch Library, effective January 11, 2026 at the rate of \$35.9870 per hour.

Roni Chandler, Information Services Assistant, full-time, Grade 08, Wilmington-Stroop Branch Library, effective November 16, 2025 at the rate of \$19.35 per hour.

Josh Dillon, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective October 19, 2025 at the rate of \$19.00 per hour.

Lynne Herring, Branch Homework Help Liaison, full-time, Grade 09, West Carrollton Branch Library, effective November 30, 2025 at the rate of \$20.48 per hour.

Bev Kaiser, Branch Homework Help Liaison, full-time, Grade 09, Southeast Branch Library, effective November 16, 2025 at the rate of \$20.48 per hour.

Colin Morrison, Branch Homework Help Liaison, full-time, Grade 09, Northwest Branch Library, effective November 16, 2025 at the rate of \$20.48 per hour.

Destiny Saunders, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, Main Library, effective November 2, 2025 at the rate of \$19.00 per hour.

Erica Spilger, Archival Assistant, full-time, Grade 09, Special Collections, Main Library, effective October 19, 2025 at the rate of \$20.48 per hour.

Ben Sumner, Information Services Assistant, full-time, Grade 08, West Branch Library, effective November 2, 2025 at the rate of \$19.35 per hour.

INTERIM CHANGE IN LOCATION AND POSITION

Eric Pennington, Branch Library Manager, full-time, Grade S09, Burkhardt Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Southeast Branch Library, effective November 30, 2025 at the rate of \$35.9870 per hour.

Melissa Zimmerman, Branch Library Manager, full-time, Grade S09, Electra C. Doren Branch Library, from Assistant Branch Library Manager, full-time, Grade S07, Huber Heights Branch Library, effective November 16, 2025 at the rate of \$35.9870 per hour.

LEAVE WITHOUT PAY

Kapreice Brooks. Information Services Assistant, full-time, Grade 08, effective November 4, 2025 for 8.00 hours for personal reasons.

PROMOTION, CHANGE IN LOCATION

Lauren Day, Children Services Librarian, full-time, Grade 11, Northmont Branch Library, from Information Services Assistant, full-time, Grade 08, Outreach Services, effective November 30, 2025 at the rate of \$26.25 per hour.

RESIGNATION

Aleshia Burt, Information Services Assistant, Grade 08, Trotwood Branch Library, effective October 31, 2025.

Jennifer Melke-Marks, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective October 16, 2025.

Wren Newmark-Weishan, Children Services Librarian, full-time, Grade 11, Northwest Branch Library, effective October 18, 2025.

Natalie Rickman, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective November 6, 2025.

TEMPORARY TRANSFER

Seth Patrick, Children Services Librarian, full-time, Grade 11, Main Youth Services, from Children Services Librarian, full-time, Grade 11, Huber Heights Branch Library, effective November 20, 2025 at the rate of \$26.25 per hour.

TERMINATION

Jessica Hunter, Assistant Branch Library Manager, full-time, Grade S07, Northmont Branch Library, effective October 16, 2025.

GIFTS AND GRANTS

GIFTS

The Board approved each of the following gifts:

\$20.00 from Regina Whittington on October 10, 2025.

\$250.00 from Anonymous on October 20, 2025.

\$100.00 from Irene Baust on October 22, 2025.

\$20.00 from Rob Hardy on November 8, 2025.

GRANTS

The Board approved each of the following grants:

\$15,000.00 from the Charles F. Kettering Foundation on October 21, 2025.

SPONSORSHIPS

The Board approved each of the following sponsorships:

\$2,000.00 from Dayton Area Chamber of Commerce on October 10, 2025.

CONTRACTS AND AGREEMENTS

The Board approved each of the following contracts and agreements:

Jackson Squared Media

A \$12,500 all-inclusive honorarium for Fred Hampton Jr. to speak at a 2026 Social Justice Speakers Series event.

Zoobean

A 2-year renewal of the Beanstack licensing agreement, totaling \$12,302, for the software DML uses to implement its annual Summer Challenge programming.

Foodbank

A continuation of the agreement into 2026 for Dayton Metro Library to continue to serve as a Pantry Partner location for the Foodbank.

CCMNT Speakers, LLC

A \$5,100 all-inclusive honorarium for Treva Lindsey to speak at a 2026 Social Justice Speakers Series event.

All American Entertainment (AAE)

An \$8,500 all-inclusive honorarium for Ryan Goodman to speak at a 2026 Social Justice Speakers Series event.

Xerox

A sales and service agreement to switch DML's public print service to Xerox, effective in 2026.

ClearGov

An annual subscription fee of \$19,370 with ClearGov, DML's budgeting software vendor.

AAE

An \$8,500 all-inclusive honorarium for Benjamin Sledge to speak at a 2026 Social Justice Speakers Series event.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

Malcolm Keith of Dayton Young Life explained that his organization uses the Northwest Branch Library three times each year as a pickup/drop-off point and staging area for field trips. These trips often end on Sundays, when the library is closed. He requested that the Northwest branch library manager be made available on Sundays for these trips, in order to allow access into the building.

President Williamson thanked Mr. Keith for his comments and explained that library staff will be in touch regarding this request.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for October 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

| Major Sources of Revenue, Uses, and Investments | | | | | |
|--|--------------------------|----------------------------|----------------------------|--------------------------|--------------|
| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
| 10/10/2025 | RE Property Tax Rollback | 1,347,566.58 | 769,399.63 | 578,166.95 | Debt Service |
| 10/15/2025 | Public Library Fund | 1,574,325.75 | 1,574,325.75 | - | |
| Total | | <u>2,921,892.33</u> | <u>2,343,725.38</u> | <u>578,166.95</u> | |

On a motion by President Williamson, seconded by Mr. Kennebrew, the October 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

PROPERTY LIABILITY, BLANKET LIABILITY INSURANCE AND CYBERSECURITY COVERAGE

Marc Reynolds and G. Scott Egbers of Marsh McLennan Agency reviewed the proposed 2025-2026 rates for Property, Liability and Blanket insurance and Cybersecurity coverage.

PREMIUM BY COVERAGE

| Line of Coverage | Expiring Premium | Renewal Premium |
|---|------------------|------------------|
| Westfield Package | \$227,891 | \$233,129 |
| Cincinnati Boiler – 2023 to 2026 | \$2,678 | \$2,678 |
| Cincinnati Executive Liability – 2023 to 2026 | \$15,000 | \$15,000 |
| Travelers Cyber | \$11,820 | \$12,515 |
| Total Estimated Premium | \$257,389 | \$263,322 |

PAYMENT BY COMPANY

| Policy / Coverage | Insurance Company | Payment Terms |
|--------------------------------|--|----------------------|
| Westfield Package | Westfield Insurance Company | Direct Bill / Annual |
| Cincinnati Boiler | Cincinnati Insurance Company | Direct Bill / Annual |
| Cincinnati Executive Liability | Cincinnati Insurance Company | Direct Bill / Annual |
| Travelers Cyber | Travelers Casualty and Surety Company of America | Direct Bill / Annual |

The Executive Director recommended the Board approve the renewal of the Property, Liability and Blanket insurance coverage, including cyber insurance, with Marsh McLennan Agency for an amount not to exceed \$263,322.00.

On a motion by President Williamson, seconded by Ms. Geers, the Board approved the above rates.

Ayes: All

Nays: None

ADVANCE ON TAX DOLLARS COLLECTED IN 2026

On a motion by President Williamson, seconded by Ms. Isom, the Board adopted the following Resolution:

“WHEREAS, This Board of Trustees of the Dayton Metro Library, Montgomery County, Ohio, requests the Auditor of Montgomery County, Ohio for the advance of tax dollars assessed and collected on behalf of the Dayton Metro Library.

THEREFORE, BE IT RESOLVED by the Board of Library Trustees of the Dayton Metro Library that a request on the tax dollars collected be forwarded to the Montgomery County Auditor, and

BE IT FURTHER RESOLVED that the minimum amount requested be \$100,000 from the Real Estate and Personal Property Taxes processed weekly.”

A **roll call** vote was taken as follows:

Mr. Williamson, Aye
Mr. Thomas, Aye
Ms. Geers, Aye
Ms. Isom, Aye
Mr. Kennebrew, Aye
Ms. Woodhull, Aye
Ms. Cardona-Jones, Aye

Ayes: All
Nays: None

Mr. Kennebrew left the room at 4:48 p.m., returning at 4:50 p.m.

EXECUTIVE DIRECTOR’S REPORT

The Executive Director thanked the Miamisburg manager and staff for hosting the meeting, and commended them for their innovative approach to library services.

Bill McIntire, Public Services Director, shared a presentation about Library meetings with community partners, and the ways in which DML seeks to tailor each presentation to the needs and goals of said partners, in order to maximize synergy and collaboration. The strategic plan of each municipality will be used to create these presentations, to assess the priorities of partners, and streamline partnerships to address areas of focus.

Dr. Karlos L. Marshall, Director of the Community Impact and Innovation Department, shared a presentation about the Community Impact and Innovation Department, which will adopt a “hub and spoke” service model.

The Executive Director introduced the following new managers and specialists:

- Jacqueline Gazda, Legal Resources Specialist
- Gideon McDaniel, Special Collections Director
- Maria Ruiz-Olido, Wilmington-Stroop Branch Library Assistant Manager
- Gil Rutledge, Executive Services Manager
- Shaun Wright, James and Geraldine Summers Fund Kettering-Moraine Branch Library Manager

RESOLUTION TO APPROVE EXECUTION OF DAYTON METRO LIBRARY RFP 2025-101: GEOTHERMAL WELL ENHANCEMENT PROJECT

WHEREAS, it has been deemed critically necessary to deepen the Main Library’s geothermal well to ensure reliable operation and prevent service interruptions; and

WHEREAS, the proposed project has been competitively bid in accordance with Ohio Revised Code Section 153.12 and all other applicable ORC provisions governing public contracts and competitive procurement;

WHEREAS, twenty-five percent (25%) of the total project cost shall be paid at the time of contract execution, anticipated in November 2025; and the remaining seventy-five percent (75%) of the project cost shall be expended from the Building and Repair Fund upon project completion in April of 2026

WHEREAS, sufficient funds have been identified and/or appropriated from the current year budget and Building & Repair Fund to support the costs of planning, design, construction;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Dayton Metro Library:

Section 1: that the Dayton Metro library RFP 2025-101: Geothermal Well Enhancement capital project be approved as presented, authorizing expenditures of \$279,370.00 not including approved change order requests.

Section 2: that the Fiscal Officer is authorized to execute all documents, contracts, and agreements necessary to carry out the intent of this resolution.

On a motion by President Williamson, seconded by Ms. Woodhull, the above resolution was approved:

Ayes: All
Nays: None

2026 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The Executive Director recommended the Board approve the following for the 2026 Group Life and Accidental Death and Dismemberment insurance:

These policies for plan year 2026 will remain with MetLife Insurance. The Library will pay 100% of the cost. There are no rate changes due to the 2-year rate guarantee from 2024.

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board approved the 2026 Group Life and Accidental Death and Dismemberment insurance.

Ayes: All
Nays: None

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will continue reviewing previously approved policies during each Board meeting.

During the October 15, 2025 Board meeting, Trustees were asked to familiarize themselves with “Policy AD 107- Pandemic Response Policy” in advance of this meeting, as it will be the policy for discussion. President Williamson requested that this policy be reviewed by the County Prosecutor’s office, and will be revisited after such a review.

It is recommended that the Board review “Policy AD 108- Public Request, Retention & Disposition Policy” in advance of the December 17, 2025 meeting.

NOMINATING COMMITTEE

The Board President explained that, as dictated by the Bylaws, he must appoint a nominating committee tasked with creating a 2026 Slate of Officers for election at the annual December 2025 Board meeting. The roles needing to be filled are: President, Vice President, Secretary and Liaison to the Foundation Board of Directors.

The Board President appointed Mr. Kennebrew, Ms. Geers, and Mr. Thomas to the nominating committee, chaired by Mr. Thomas.

NEW BUSINESS

President Williamson thanked the Miamisburg Branch manager and staff for hosting the meeting.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, December 17, 2025 at 4:00 p.m. in the Board Room of the Main Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) to discuss employment of public employees.

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board went into Executive Session.

A roll call vote was taken as follows:

Mr. Williamson, Aye
Mr. Thomas, Aye
Ms. Geers, Aye
Ms. Isom, Aye
Mr. Kennebrew, Aye
Ms. Woodhull, Aye
Ms. Cardona-Jones, Aye

Ayes: All

Nays: None

The Board entered Executive Session at 5:43 p.m. and returned to open session at 7:15 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

ADJOURNMENT

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board adjourned at 7:15 p.m.

Ayes: All
Nays: None

DAYTON METRO LIBRARY

AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, December 17, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board.

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the November 19, 2025 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

B. GIFTS AND GRANTS

It is recommended that the Board approve the gifts and grants as listed at the end of the agenda.

C. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the contracts and agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.

- 2) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
- 3) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 4) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 5) Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
- 6) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 7) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.
- 8) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 9) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Reports for November 2025 are included in the Board Packet.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|--------------|-------------------------|---------------------|--------------------------|-------------------|--------------|
| 11/14/2025 | Public Library Fund | 1,624,032.61 | 1,624,032.61 | | |
| 11/14/2025 | RE Homestead Settlement | 7,812.66 | 5,393.12 | 2,419.54 | Debt Service |
| 11/21/2025 | RE MH Rollback | 2,256.69 | 1,187.63 | 1,069.06 | Debt Service |
| Total | | 1,634,101.96 | 1,630,613.36 | 3,488.60 | |

7. AMENDED 2025 APPROPRIATION RESOLUTION – ACTION

It will be necessary to amend the 2025 Appropriation Resolution so that unencumbered funds in various accounts may be used to cover possible deficiencies in some appropriated accounts in order to satisfy financial obligations.

The Fiscal Officer recommends the following amended appropriation allocations for fiscal year ending December 31, 2025:

| General Fund | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
|--|--|-------------------------------|-------------------------------|-------------------|
| 1000 – Salaries & Benefits | \$27,853,200 | \$27,874,209 | \$24,874,209 | (\$3,000,000) |
| 2000 – Supplies | \$896,115 | \$1,104,282 | \$1,059,882 | \$(44,400) |
| 3000 - Purchased Services | \$7,522,925 | \$8,555,241 | \$7,555,241 | (\$1,000,000) |
| 4000 - Library Materials & Information | \$5,472,000 | \$6,032,001 | \$6,032,001 | \$0 |
| 5000 – Capital Outlay | \$718,988 | \$771,766 | \$771,766 | \$0 |
| 7000 – Other Objects | \$181,455 | \$188,932 | \$233,332 | \$44,400 |
| 9000 – Transfer to other funds | \$88,612 | \$88,612 | \$4,088,612 | \$4,000,000 |
| Total | <u>\$42,733,295</u> | <u>\$44,615,043</u> | <u>\$44,615,043</u> | <u>\$0</u> |
| | | | | |
| <u>Special Revenue Fund</u> | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
| 3000 – Purchase Services | \$133,530 | \$133,530 | \$133,530 | |
| 5000 – Capital Outlay | \$288,713 | \$288,713 | \$288,713 | |
| Total | <u>\$422,243</u> | <u>\$422,243</u> | <u>\$422,243</u> | <u>\$0</u> |
| | | | | |
| <u>Debt Service Fund</u> | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
| 3000 - Purchased Services | \$220,000 | \$220,000 | \$216,250 | (\$3,750) |
| 6000 - Debt Service | \$10,064,462 | \$10,064,462 | \$10,068,212 | \$3,750 |
| Total | <u>\$10,284,462</u> | <u>\$10,284,462</u> | <u>\$10,284,462</u> | <u>\$0</u> |
| | | | | |
| <u>Building and Repair Fund</u> | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
| 3000 - Purchased Services | | | \$1000 | \$1000 |
| 5000 - Capital Outlay | \$593,870 | \$593,870 | \$593,870 | \$0 |
| 7000 – Miscellaneous | | | | <u>\$0</u> |

| | | | | |
|---|---|--|--|------------------------------|
| 9000 – Transfer Out | \$3,000,000 | \$3,000,000 | \$3,000,000 | <u>\$0</u> |
| Total | <u>\$3,593,870</u> | <u>\$3,593,870</u> | <u>\$3,594,870</u> | <u>\$1,000</u> |
| | | | | |
| <u>Taxable Construction Fund</u> | <u>First Revised Budget (Current Year Appropriation)</u> | <u>Current Budget w/Carryover</u> | <u>Amended Budget w/Carryover</u> | <u>Amount Changed</u> |
| 2000 – Supplies | | | | |
| 3000 - Purchased Services | | | \$693 | \$693 |
| 5000 – Capital Outlay | | | | \$0 |
| 7000 – Other Objects | | | | <u>\$0</u> |
| Total | <u>\$0</u> | <u>\$0</u> | <u>\$693</u> | <u>\$693</u> |
| | | | | |
| | | | | |
| Total All Funds Appropriations | <u>\$57,033,870</u> | <u>\$58,915,618</u> | <u>\$58,917,311</u> | |

8. TEMPORARY 2026 APPROPRIATION RESOLUTION – ACTION

The Board is required to adopt the Annual Appropriations Resolution by December 31 of each year for the subsequent calendar year. The Appropriations are approved by their major expenditure classification.

As has been the policy of the library, each December a Temporary Appropriations resolution is presented to the Board. Temporary Appropriations allow the library to expend funds until the Board passes permanent appropriations in March, 2026.

The Executive Director recommends the following Temporary 2026 Appropriation Resolution be passed:

GENERAL FUND

| | |
|--|----------------------------|
| 1000 – Salaries & Benefits | \$27,159,917 |
| 2000 - Supplies | \$912,813 |
| 3000 - Purchased Services | \$8,356,280 |
| 4000 – Library Materials & Information | \$5,167,606 |
| 5000 - Capital Outlay | \$1,780,800 |
| 6000 - Debt Service | \$0 |
| 7000 - Other Objects | \$173,041 |
| 8000 – Contingency | \$0 |
| 9000 – Transfer Out | <u>\$0</u> |
| Total General Fund Appropriations | <u>\$43,550,457</u> |

SPECIAL REVENUE FUND

| | |
|---------------------------|-----|
| 3000 - Purchased Services | \$0 |
|---------------------------|-----|

| | |
|---|-------------------|
| 5000 – Capital Outlay | <u>\$0</u> |
| Total Special Revenue Fund Appropriations | <u>\$0</u> |

DEBT SERVICES FUND

| | |
|---|----------------------------|
| 3000 - Purchased Services | \$220,000 |
| 6000 - Debt Services | <u>\$10,070,587</u> |
| Total Debt Services Fund Appropriations | <u>\$10,290,587</u> |

BUILDING AND REPAIR FUND

| | |
|---|-----------------------|
| 3000 - Purchased Services | \$1,000 |
| 5000 - Capital Outlay | \$0 |
| 7000 - Miscellaneous | <u>\$0</u> |
| 9000 – Transfers Out | \$0 |
| Total Building and Repair Fund Appropriations | <u>\$1,000</u> |

TAXABLE CONSTRUCTION FUND

| | |
|---|-------------------|
| 3000 - Purchased Services | \$0 |
| 5000 - Capital Outlay | \$0 |
| 7000 - Miscellaneous | <u>\$0</u> |
| 9000 – Transfers Out | \$0 |
| Total Building and Repair Fund Appropriations | <u>\$0</u> |

| | |
|--------------------------------|----------------------------|
| Total All Funds Appropriations | <u>\$53,842,044</u> |
|--------------------------------|----------------------------|

It is recommended that the Board approve the Temporary Appropriation for 2026 for the General Fund in the amount of \$43,550,457, the Special Revenue Fund in the amount of \$0, the Debt Services Fund in the amount of \$10,290,587, the Building & Repair Fund in the amount of \$1,000 and the Taxable Construction Fund in the amount of \$0.

9. **EXECUTIVE DIRECTOR’S REPORT - INFORMATION**

The Executive Director will update the Board on current library programs and services.

-Award Announcement

10. **COLLECTIVE BARGAINING AGREEMENT—ACTION**

The Executive Director recommends the Board approve a new one-year collective bargaining agreement with the Dayton Metro Library Staff Association. The agreement was ratified by the DMLSA membership on December 9, 2025.

11. MANAGERIAL AND CONFIDENTIAL EMPLOYEES COMPENSATION PLAN—ACTION

The Executive Director recommends the Board approve the proposed Managerial and Confidential Employee Compensation Plan as amended. This update recommends changes to all managers' and confidential employees' compensation consistent with similar terms to the recently negotiated collective bargaining agreement, retroactive to the pay period which includes July 1, 2025, which began June 29, 2025.

12. LIBRARY AIDE AND SUBSTITUTE WAGE RATES - ACTION

The proposed Library Aide Pay Schedule includes increases of \$0.50 per hour over current rates:

**Dayton Metro Library
Proposed Library Aide Pay Schedule
Effective January 25, 2026**

| | | | |
|--------------|---------|---------|---------|
| Current Rate | \$12.00 | \$12.25 | \$12.68 |
| New Rate | \$12.50 | \$12.75 | \$13.18 |

The proposed Substitute Pay Schedule includes increases of 3% for each employee over current rates:

**DAYTON METRO LIBRARY
Proposed Substitute Pay Ranges
Effective January 25, 2026**

| Grade | Minimum | Maximum |
|--------|---------|---------|
| Sub 01 | \$11.79 | \$14.10 |
| Sub 02 | \$12.14 | \$14.49 |
| Sub 03 | \$12.52 | \$14.97 |
| Sub 04 | \$12.97 | \$15.48 |
| Sub 05 | \$13.55 | \$16.17 |
| Sub 06 | \$14.14 | \$16.87 |
| Sub 07 | \$14.84 | \$17.74 |
| Sub 08 | \$15.66 | \$18.69 |
| Sub 09 | \$16.54 | \$19.76 |
| Sub 10 | \$17.61 | \$21.04 |
| Sub 11 | \$18.79 | \$22.44 |
| Sub 12 | \$20.21 | \$24.12 |

Professional Offset \$2.17

The Executive Director recommends approval of the proposed Library Aide Pay Schedule and the proposed Substitute Pay Schedule to be effective with the pay period that includes January 25, 2026.

13. POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will begin reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with “Policy AD 108- Public Request, Retention & Disposition Policy” in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review “Policy AD 109- Safes and Safe Keeping Cash Assets” in advance of the January 28, 2026 meeting.

14. NOMINATING COMMITTEE - ACTION

At the November meeting the Board President appointed Ms. Geers, Mr. Kennebrew and Mr. Thomas to serve as the chair for the ad hoc nominating committee in order to present a 2026 Slate of Officers to include President, Vice President and Secretary for election at the annual meeting in December 2025. Additionally, the nominating committee will put forth a recommendation to appoint a Trustee to serve as a liaison to the Dayton Metro Library Foundation Board of Directors in 2026.

The Board President should seek nominations from the floor prior to the election.

Traditionally the offices of the Treasurer and Deputy Treasurer are filled by the Fiscal Officer and Executive Director respectively, who serve without compensation in these positions since they are compensated in their regular positions. Surety bonds for these two officers in the amount of \$25,000 will need to be authorized by the Board. The Executive Director recommends Trustees approval to authorize securing the recommended surety bonds.

15. NEW BUSINESS

16. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next meeting of the Dayton Metro Library Board of Trustees will be Wednesday, January 28, 2026 at 4:00 p.m. in the Board Room at the Main Library.

17. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss the employment of public employees.

A **roll call vote** will be needed

18. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Derek Pridemore, Branch Homework Help Liaison, full-time, Grade 09, West Branch Library, effective December 14, 2025 at the rate of \$20.48 per hour.

Nathan Whittaker, Facilities Technician, full-time, Grade 09, Facilities, Operations Center, effective November 30, 2025 at the rate of \$20.48 per hour.

Jules Williams, Information Services Assistant, full-time, Grade 08, Youth Services, Main Library, effective November 30, 2025 at the rate of \$19.35 per hour.

Kristie Wilson, Community Impact Specialist, full-time, Grade 12, Community Impact and Innovation, effective November 30, 2025 at the rate of \$27.98 per hour.

It is recommended that the following **Change in Location** be accepted:

Aaron Botts, Patron Services Assistant, full-time, Grade 05, Northmont Branch Library, from Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, effective November 30, 2025 at the rate of \$19.56 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Lynne Herring, Branch Homework Help Liaison, full-time, Grade 09, West Carrollton Branch Library, effective January 5, 2026 for 40.00 hours for vacation.

Colin Morrison, Branch Homework Help Liaison, full-time, Grade 09, Northwest Branch Library, effective November 26, 2025 for 8.0 hours for personal reasons.

Colin Morrison, Branch Homework Help Liaison, full-time, Grade 09, Northwest Branch Library, effective November 18, 2025 for 1.0 hour for personal reasons.

It is recommended that the following **Promotion** accepted:

Ashley Jackson, Branch Homework Help Liaison, full-time, Grade 09, Vandalia Branch Library, from Patron Services Assistant, full-time, Grade 05, Vandalia Branch Library, effective December 14, 2025 at the rate of \$20.48 per hour.

Michelle Lehmkuhle, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, from Library Aide, Northwest Branch Library, effective December 14, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Promotion, Change in Location** be accepted:

Alexandra Keith, Information Services Assistant, full-time, Grade 08, Brookville Branch Library, from Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 14, 2025 at the rate of \$19.35 per hour.

It is recommended that the following **Resignation** be accepted:

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective November 26, 2025.

Mark Vella, Patron Services Assistant/Driver, full-time, Grade 05, Outreach Services, effective December 13, 2025.

It is recommended that the following **Termination** be accepted:

Jordan Champion, Information Services Assistant, full-time, Grade 08, Trotwood Branch Library, effective December 1, 2025.

B. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$50.00 from Ronald Sherwood on November 21, 2025.

\$200.00 from Kenneth Lloyd on November 26, 2025.

\$100.00 from Beth Schaeffer on December 12, 2025.

It is recommended that the following **Grants** be accepted:

Dayton Metro Library has not received any Grants since the November Meeting.

It is recommended that the following **Sponsorships** be accepted:

\$3,250.00 from Day Air Credit Union on December 11, 2025 for the First Responders Program Series.

C. **CONTRACTS AND AGREEMENTS**

It is recommended that the following contracts and agreements be accepted:

Hope Booth: The Hope Booth is a reimagined telephone booth strategically redesigned to house 3-minute interactive immersive experiences to deliver hope and connect individuals to free and cost reduced local help, support, mental health care and resources within proximity.

Paid for and sponsored locally by University of Dayton head basketball coach Anthony Grant and his wife Christina Grant, the Hope Booth will be placed in the Main lobby at the Third Street entrance. The booth will be installed and maintained by Hope Both personnel at no cost to the Dayton Metro Library. The booth will be in place for two years, with an option to extend the time as desired by both parties.

Dayton Society of Artists (DSA): A two-year MOU agreement with the Dayton Society of Artists to manage the installation and de-installation of temporary artwork/art exhibitions in the 2nd-floor Gallery at the Main Library. No monies will be exchanged between DML and DSA for services, use of space, purchasing of art. DML assumes no liability for any theft or damage of artwork of materials.

Disclosure Film 2 LLC: MOU for a screening of the film “HEIGHTENED SCRUTINY” on April 18, 2026. DML will pay \$350.00 for the right to hold one screening of the film.

Creative Financial Staffing (CFS): An agreement with Creative Financial Staffing (CFS) to source a temporary Human Resources Assistant during a period of increased workload.

DAYTON METRO LIBRARY

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

December 17, 2025, 4:00 p.m.

PRESENT: David Williamson, Nolan Thomas, Sara Woodhull, Shannon Isom, Kelly Geers, Carl Kennebrew, Myla Cardona-Jones (out 6:09 p.m., back 6:11 p.m.)

PRESIDING: David Williamson, President

EXECUTIVE DIRECTOR: Jeffrey Trzeciak

FISCAL OFFICER: Westly Davis

CALL TO ORDER

The President called the meeting to order at 4:00 p.m.

DECLARATION OF CONFLICTS OF INTEREST

Trustees were asked if they had identified any item on the agenda where there was an actual or potential perceived conflict of interest. No conflicts were announced.

APPROVAL OF AGENDA

On a motion by President Williamson, seconded by Ms. Isom, the revised agenda was approved by the Board.

Ayes: All
Nays: None

APPROVAL OF MINUTES

On a motion by President Williamson, seconded by Ms. Woodhull, the minutes of the November 19, 2025 meeting were approved by the Board.

Ayes: All
Nays: None

CONSENT AGENDA

On a motion by President Williamson, seconded by Ms. Geers, the following items from the Consent Agenda were approved by the Board:

PERSONNEL ACTIONS

The following personnel actions were approved by the Board:

APPOINTMENT

Derek Pridemore, Branch Homework Help Liaison, full-time, Grade 09, West Branch Library, effective December 14, 2025 at the rate of \$20.48 per hour.

Nathan Whittaker, Facilities Technician, full-time, Grade 09, Facilities, Operations Center, effective November 30, 2025 at the rate of \$20.48 per hour.

Jules Williams, Information Services Assistant, full-time, Grade 08, Youth Services, Main Library, effective November 30, 2025 at the rate of \$19.35 per hour.

Kristie Wilson, Community Impact Specialist, full-time, Grade 12, Community Impact and Innovation, effective November 30, 2025 at the rate of \$27.98 per hour.

CHANGE IN LOCATION

Aaron Botts, Patron Services Assistant, full-time, Grade 05, Northmont Branch Library, from Patron Services Assistant, full-time, Grade 05, Huber Heights Branch Library, effective November 30, 2025 at the rate of \$19.56 per hour.

LEAVE WITHOUT PAY

Lynne Herring, Branch Homework Help Liaison, full-time, Grade 09, West Carrollton Branch Library, effective January 5, 2026 for 40.00 hours for vacation.

Colin Morrison, Branch Homework Help Liaison, full-time, Grade 09, Northwest Branch Library, effective November 26, 2025 for 8.0 hours for personal reasons.

Colin Morrison, Branch Homework Help Liaison, full-time, Grade 09, Northwest Branch Library, effective November 18, 2025 for 1.0 hour for personal reasons.

PROMOTION

Ashley Jackson, Branch Homework Help Liaison, full-time, Grade 09, Vandalia Branch Library, from Patron Services Assistant, full-time, Grade 05, Vandalia Branch Library, effective December 14, 2025 at the rate of \$20.48 per hour.

Michelle Lehmkuhle, Information Services Assistant, full-time, Grade 08, Northwest Branch Library, from Library Aide, Northwest Branch Library, effective December 14, 2025 at the rate of \$19.35 per hour.

PROMOTION, CHANGE IN LOCATION

Alexandra Keith, Information Services Assistant, full-time, Grade 08, Brookville Branch Library, from Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective December 14, 2025 at the rate of \$19.35 per hour.

RESIGNATION

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective November 26, 2025.

Mark Vella, Patron Services Assistant/Driver, full-time, Grade 05, Outreach Services, effective December 13, 2025.

TERMINATION

Jordan Champion, Information Services Assistant, full-time, Grade 08, Trotwood Branch Library, effective December 1, 2025.

GIFTS AND GRANTS

GIFTS

The Board approved each of the following gifts:

\$50.00 from Ronald Sherwood on November 21, 2025.

\$200.00 from Kenneth Lloyd on November 26, 2025.

\$100.00 from Beth Schaeffer on December 12, 2025.

GRANTS

The Board approved each of the following grants:

Dayton Metro Library received no new Grants since the November Board Meeting.

SPONSORSHIPS

The Board approved each of the following sponsorships:

\$3,250.00 from Day Air Credit Union on December 11, 2025 for the First Responders Program Series.

CONTRACTS AND AGREEMENTS

The Board approved each of the following contracts and agreements:

Hope Booth: The Hope Booth is a reimagined telephone booth strategically redesigned to house 3-minute interactive immersive experiences to deliver hope and connect individuals to free and cost reduced local help, support, mental health care and resources within proximity.

Paid for and sponsored locally by University of Dayton head basketball coach Anthony Grant and his wife Christina Grant, the Hope Booth will be placed in the Main lobby at the Third Street entrance. The booth will be installed and maintained by Hope Both personnel at no cost to the Dayton Metro Library. The booth will be in place for two years, with an option to extend the time as desired by both parties.

Dayton Society of Artists (DSA): A two-year MOU agreement with the Dayton Society of Artists to manage the installation and de-installation of temporary artwork/art exhibitions in the 2nd-floor Gallery at the Main Library. No monies will be exchanged between DML and DSA for services, use of space, purchasing of art. DML assumes no liability for any theft or damage of artwork of materials.

Disclosure Film 2 LLC: MOU for a screening of the film “HEIGHTENED SCRUTINY” on April 18, 2026. DML will pay \$350.00 for the right to hold one screening of the film.

Creative Financial Staffing (CFS): An agreement with Creative Financial Staffing (CFS) to source a temporary Human Resources Assistant during a period of increased workload.

Ayes: All
Nays: None

COMMENTS FROM THE GENERAL PUBLIC

There were no comments from the general public.

MONTHLY FINANCIAL REPORT

The Monthly Financial Reports for November 2025 were included in the Board folder. Westly Davis, Fiscal Officer, gave a review of the Financials.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

| <u>Date</u> | <u>Source</u> | <u>Amount</u> | <u>Use in Operations</u> | <u>Investment</u> | <u>Where</u> |
|-------------|-------------------------|---------------|------------------------------|-------------------|--------------|
| 11/14/2025 | Public Library Fund | 1,624,032.61 | 1,624,032.61 | | |
| 11/14/2025 | RE Homestead Settlement | 7,812.66 | 5,393.12 | 2,419.54 | Debt Service |
| 11/21/2025 | RE MH Rollback | 2,256.69 | 1,187.63 | 1,069.06 | Debt Service |

| | | | |
|--------------|---------------------|---------------------|-----------------|
| Total | 1,634,101.96 | 1,630,613.36 | 3,488.60 |
|--------------|---------------------|---------------------|-----------------|

On a motion by President Williamson, seconded by Ms. Geers, the November 2025 Financial Report was approved by the Board.

Ayes: All
Nays: None

AMENDED 2025 APPROPRIATION RESOLUTION

Westly Davis, Fiscal Officer, told the Trustees that it would be necessary to amend the 2025 Appropriation Resolution.

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board approved the following amended appropriation allocations for the fiscal year ending December 31, 2025:

| General Fund | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
|---|--|----------------------------------|----------------------------------|-------------------|
| 1000 – Salaries & Benefits | \$27,853,200 | \$27,874,209 | \$24,874,209 | (\$3,000,000) |
| 2000 – Supplies | \$896,115 | \$1,104,282 | \$1,059,882 | \$(44,400) |
| 3000 - Purchased Services | \$7,522,925 | \$8,555,241 | \$7,555,241 | (\$1,000,000) |
| 4000 - Library Materials & Information | \$5,472,000 | \$6,032,001 | \$6,032,001 | \$0 |
| 5000 – Capital Outlay | \$718,988 | \$771,766 | \$771,766 | \$0 |
| 7000 – Other Objects | \$181,455 | \$188,932 | \$233,332 | \$44,400 |
| 9000 – Transfer to other funds | \$88,612 | \$88,612 | \$4,088,612 | \$4,000,000 |
| Total | <u>\$42,733,295</u> | <u>\$44,615,043</u> | <u>\$44,615,043</u> | <u>\$0</u> |
| | | | | |
| <u>Special Revenue Fund</u> | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
| 3000 – Purchase Services | \$133,530 | \$133,530 | \$133,530 | |
| 5000 – Capital Outlay | \$288,713 | \$288,713 | \$288,713 | |
| Total | <u>\$422,243</u> | <u>\$422,243</u> | <u>\$422,243</u> | <u>\$0</u> |
| | | | | |
| <u>Debt Service Fund</u> | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
| 3000 - Purchased Services | \$220,000 | \$220,000 | \$216,250 | (\$3,750) |
| 6000 - Debt Service | \$10,064,462 | \$10,064,462 | \$10,068,212 | \$3,750 |
| Total | <u>\$10,284,462</u> | <u>\$10,284,462</u> | <u>\$10,284,462</u> | <u>\$0</u> |
| | | | | |
| <u>Building and Repair Fund</u> | First Revised Budget (Current Year Appropriation) | Current Budget w/Carryover | Amended Budget w/Carryover | Amount Changed |
| 3000 - Purchased Services | | | \$1000 | \$1000 |
| 5000 - Capital Outlay | \$593,870 | \$593,870 | \$593,870 | \$0 |
| 7000 – Miscellaneous | | | | <u>\$0</u> |

| | | | | |
|---|---|--|--|------------------------------|
| 9000 – Transfer Out | \$3,000,000 | \$3,000,000 | \$3,000,000 | <u>\$0</u> |
| Total | <u>\$3,593,870</u> | <u>\$3,593,870</u> | <u>\$3,594,870</u> | <u>\$1,000</u> |
| | | | | |
| <u>Taxable Construction Fund</u> | <u>First Revised Budget (Current Year Appropriation)</u> | <u>Current Budget w/Carryover</u> | <u>Amended Budget w/Carryover</u> | <u>Amount Changed</u> |
| 2000 – Supplies | | | | |
| 3000 - Purchased Services | | | \$693 | \$693 |
| 5000 – Capital Outlay | | | | \$0 |
| 7000 – Other Objects | | | | <u>\$0</u> |
| Total | <u>\$0</u> | <u>\$0</u> | <u>\$693</u> | <u>\$693</u> |
| | | | | |
| | | | | |
| Total All Funds Appropriations | <u>\$57,033,870</u> | <u>\$58,915,618</u> | <u>\$58,917,311</u> | |

A **roll call** vote was taken as follows:

Mr. Kennebrew: Aye
Ms. Isom: Aye
Mr. Thomas: Aye
Mr. Williamson: Aye
Ms. Geers: Aye
Ms. Woodhull: Aye
Ms. Cardona-Jones: Aye

Ayes: All
Nays: None

TEMPORARY 2026 APPROPRIATION RESOLUTION

The Board is required to adopt the Annual Appropriations Resolution by December 31 of each year for the subsequent calendar year. The Appropriations are approved by their major expenditure classification.

As has been the policy of the library, each December a Temporary Appropriations resolution is presented to the Board. Temporary Appropriations allow the library to expend funds until the Board passes permanent appropriations in March 2026.

The Executive Director recommended passage of the Temporary 2026 Appropriation Resolution:

GENERAL FUND

| | |
|----------------------------|--------------|
| 1000 – Salaries & Benefits | \$27,159,917 |
| 2000 - Supplies | \$912,813 |
| 3000 - Purchased Services | \$8,356,280 |

| | |
|--|----------------------------|
| 4000 – Library Materials & Information | \$5,167,606 |
| 5000 - Capital Outlay | \$1,780,800 |
| 6000 - Debt Service | \$0 |
| 7000 - Other Objects | \$173,041 |
| 8000 – Contingency | \$0 |
| 9000 – Transfer Out | <u>\$0</u> |
| Total General Fund Appropriations | <u>\$43,550,457</u> |

SPECIAL REVENUE FUND

| | |
|---|-------------------|
| 3000 - Purchased Services | \$0 |
| 5000 – Capital Outlay | <u>\$0</u> |
| Total Special Revenue Fund Appropriations | <u>\$0</u> |

DEBT SERVICES FUND

| | |
|---|----------------------------|
| 3000 - Purchased Services | \$220,000 |
| 6000 - Debt Services | <u>\$10,070,587</u> |
| Total Debt Services Fund Appropriations | <u>\$10,290,587</u> |

BUILDING AND REPAIR FUND

| | |
|---|-----------------------|
| 3000 - Purchased Services | \$1,000 |
| 5000 - Capital Outlay | \$0 |
| 7000 - Miscellaneous | <u>\$0</u> |
| 9000 – Transfers Out | \$0 |
| Total Building and Repair Fund Appropriations | <u>\$1,000</u> |

TAXABLE CONSTRUCTION FUND

| | |
|---|-------------------|
| 3000 - Purchased Services | \$0 |
| 5000 - Capital Outlay | \$0 |
| 7000 - Miscellaneous | <u>\$0</u> |
| 9000 – Transfers Out | \$0 |
| Total Building and Repair Fund Appropriations | <u>\$0</u> |

| | |
|--------------------------------|----------------------------|
| Total All Funds Appropriations | <u>\$53,842,044</u> |
|--------------------------------|----------------------------|

On a motion by President Williamson, seconded by Ms. Woodhull, the Board approved the Temporary Appropriation for 2026 for the General Fund in the amount of \$43,550,457, the Special Revenue Fund in the amount of \$0, the Debt Services Fund in the amount of \$10,290,587, the Building & Repair Fund in the amount of \$1,000 and the Taxable Construction Fund in the amount of \$0.

A **roll call** vote was taken as follows:

| | |
|--------------------|-----|
| Mr. Kennebrew: | Aye |
| Ms. Isom: | Aye |
| Mr. Thomas: | Aye |
| Mr. Williamson: | Aye |
| Ms. Geers: | Aye |
| Ms. Woodhull: | Aye |
| Ms. Cardona-Jones: | Aye |

Ayes: All
Nays: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director announced that Dayton Metro Library had been honored as the Urban Library Council's 2025 Top Innovator in the "Children and Adults" category for the Reading Railroad initiative. DML was chosen from 180+ libraries for the distinction. Debi Chess, External Relations and Development Director, read the award announcement, and a video was shown highlighting the initiative and award. This is the first time Dayton Metro Library has received a North American award of this caliber. The Executive Director and the Board each extended congratulations to Dr. Karlos L. Marshall, Robert Owens, and the Community Impact and Innovation team.

COLLECTIVE BARGAINING AGREEMENT

On a motion by President Williamson, seconded by Ms. Cardona-Jones, the Board approved a new one-year collective bargaining agreement with the Dayton Metro Library Staff Association. The agreement was ratified by the DMLSA membership on December 9, 2025. The agreement includes a 3% pay increase, retroactive to the pay period including July 1, 2025. It also includes the addition of Veteran's Day as a recognized system holiday, and updated language.

Ayes: Six
Nays: None
Abstentions: One

MANAGERIAL AND CONFIDENTIAL EMPLOYEES COMPENSATION PLAN

On a motion by President Williamson, seconded by Ms. Isom, the Board approved the proposed Managerial and Confidential Employee Compensation Plan as amended and updated in the Board packets. This update included changes to all managers' and confidential employees' compensation consistent with similar terms to the recently negotiated collective bargaining agreement, retroactive to the pay period which includes July 1, 2025, which began June 29, 2025.

Ayes: Six

Nays: None
Abstentions: One

LIBRARY AIDE AND SUBSTITUTE WAGES

The proposed Library Aide Pay Schedule includes increases of \$0.50 per hour over current rates:

Dayton Metro Library
Proposed Library Aide Pay Schedule
Effective January 25, 2026

| | | | |
|--------------|---------|---------|---------|
| Current Rate | \$12.00 | \$12.25 | \$12.68 |
| New Rate | \$12.50 | \$12.75 | \$13.18 |

The proposed Substitute Pay Schedule includes increases of 3% for each employee over current rates:

DAYTON METRO LIBRARY
Proposed Substitute Pay Ranges
Effective January 25, 2026

| Grade | Minimum | Maximum |
|--------|---------|---------|
| Sub 01 | \$11.79 | \$14.10 |
| Sub 02 | \$12.14 | \$14.49 |
| Sub 03 | \$12.52 | \$14.97 |
| Sub 04 | \$12.97 | \$15.48 |
| Sub 05 | \$13.55 | \$16.17 |
| Sub 06 | \$14.14 | \$16.87 |
| Sub 07 | \$14.84 | \$17.74 |
| Sub 08 | \$15.66 | \$18.69 |
| Sub 09 | \$16.54 | \$19.76 |
| Sub 10 | \$17.61 | \$21.04 |
| Sub 11 | \$18.79 | \$22.44 |
| Sub 12 | \$20.21 | \$24.12 |

Professional Offset \$2.17

On a motion by President Williamson, seconded by Mr. Thomas, the Board approved the proposed Library Aide and Substitute Pay Schedules to be effective with the pay period that includes January 25, 2026.

Ayes: Six
Nays: None
Abstentions: One

POLICY REVIEW

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board is in the process of reviewing previously approved Board policies.

Trustees were asked to familiarize themselves with “Policy AD 108- Public Request, Retention & Disposition Policy” in advance of this meeting, as it was to be the policy for discussion.

By unanimous consent, President Williamson tabled this review until the January 28, 2026 meeting.

NOMINATING COMMITTEE

At the November meeting the Board President appointed Ms. Geers, Mr. Kennebrew and Mr. Thomas to serve as the ad hoc nominating committee in order to present a 2026 Slate of Officers to include President, Vice President and Secretary for election at the annual meeting in December 2025. Additionally, the nominating committee were asked to put forth a recommendation to appoint a Trustee to serve as a liaison to the Dayton Metro Library Foundation Board of Directors in 2026.

Mr. Thomas explained that the committee had agreed upon a slate for election. The slate was presented as follows:

David Williamson – President
Sara Woodhull – Vice President
Myla Cardona-Jones – Secretary
Kelly Geers – Liaison to the Foundation

President Williamson opened the floor for any further nominations. None were announced.

On a motion by President Williamson, seconded by Ms. Isom, the Board elected the slate of officers by acclamation as presented above.

Ayes: All
Nays: None

President Williamson explained that traditionally the offices of the Treasurer and Deputy Treasurer are filled by the Fiscal Officer and Executive Director respectively, who serve without compensation in these positions since they are compensated in their regular positions. The President explained that surety bonds for these two officers in the amount of \$25,000 would need to be authorized by the Board.

On a motion by President Williamson, seconded by Mr. Kennebrew, the Board voted to appoint the Fiscal Officer and Executive Director to the roles of Treasurer and Deputy Treasurer, respectively, and to approve the surety bonds for the Treasurer and Deputy Treasurer.

Ayes: All
Nays: None

NEW BUSINESS

No New Business was brought before the Board.

DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, January 28, 2026 at 4:00 p.m. in the Board Room of the Main Library.

EXECUTIVE SESSION

It was recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of public employees.

President Williamson made a motion for the Board to enter into Executive Session, Ms. Isom seconded.

A **roll call** vote was taken as follows:

| | |
|--------------------|-----|
| Mr. Kennebrew: | Aye |
| Ms. Isom: | Aye |
| Mr. Thomas: | Aye |
| Mr. Williamson: | Aye |
| Ms. Geers: | Aye |
| Ms. Woodhull: | Aye |
| Ms. Cardona-Jones: | Aye |

Ayes: All
Nays: None

The Board entered Executive Session at 4:36 p.m. and returned to open session at 6:19 p.m. The President reported that no resolution, rule or formal action was taken by the Board while in Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22(G)(1) of the Ohio Revised Code.

Ms. Cardona-Jones left the meeting at 6:09 p.m., returning at 6:11 p.m.

CULTURE AND ENGAGEMENT REALIGNMENT STRATEGY

On a motion by President Williamson, seconded by Mr. Thomas, the Board directed Dayton Metro Library to engage Training Marbles to develop a Culture and Engagement Realignment Strategy for the Dayton Metro Library.

Ayes: All
Nays: None

ADJOURNMENT

On a motion by Mr. Williamson, seconded by Ms. Woodhull, the Board adjourned at 6:20 p.m.

Ayes: All
Nays: None