

CITY OF NORTH CANTON, OHIO

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IN RE: )  
)  
SPECIAL COMMITTEE )  
OF THE WHOLE )  
MEETING )  
) **TRANSCRIPT OF PROCEEDINGS**  
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Transcript of Proceedings, taken before North  
Canton City Council, taken by the undersigned, Shannon  
Roberts, a Registered Professional Reporter and Notary  
Public in and for the State of Ohio, at Walsh  
University, 2020 East Maple Street, North Canton,  
Ohio, on Monday, the 1st day of April, 2019, at 8:09  
p.m.

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APPEARANCES:

- Daniel J. Peters, Chairman
- Douglas Foltz, Member
- Mark Cerreta, Member
- Daryl Revoldt, Member
- Marcia Kiesling, Member
- Stephanie Werren, Member
- Dominic Fonte, Member
- Patrick DeOrio, Director of Administration
- Catherine Farina, Deputy Director of Administration
- Timothy Fox, Director of Law
- Laura E. Brown, Director of Finance
- Robert G. Graham, PE
- David Held, Mayor

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1           MR. PETERS: We are going to get on the  
2 record. I'd like to call to order the  
3 Special Committee of the Whole meeting,  
4 Monday, April 1st, 2019. And what time is  
5 it?

6           MR. FOLTZ: 8:09.

7           MR. PETERS: 8:09 p.m.

8           Laura, would you mind calling the roll?

9           MS. BROWN: Peters.

10          MR. PETERS: Here.

11          MS. BROWN: Foltz.

12          MR. FOLTZ: Here.

13          MS. BROWN: Cerreta.

14          MR. CERRETA: Here.

15          MS. BROWN: Revoldt.

16          MR. REVOLDT: Here.

17          MS. BROWN: Kiesling.

18          MS. KIESLING: Here.

19          MS. BROWN: Werren.

20          MS. WERREN: Here.

21          MS. BROWN: And Fonte.

22          MR. FONTE: Here.

23          MS. BROWN: Seven present.

24          MR. PETERS: All right. Thank you. At  
25 this time, I need a motion and a second to

1 waive the rule to record this meeting. We  
2 will not have audio recording, but we do have  
3 a stenographer. We will have verbatim  
4 minutes.

5 MR. REVOLDT: So moved.

6 MR. FOLTZ: Second.

7 MR. PETERS: All in favor?

8 MR. FOLTZ: Aye.

9 MR. CERRETA: Aye.

10 MR. PETERS: Aye.

11 MR. REVOLDT: Aye.

12 MS. KIESLING: Aye.

13 MS. WERREN: Aye.

14 MR. FONTE: Aye.

15 MR. PETERS: Opposed?

16 (No response.)

17 MR. PETERS: Motion carries.

18 And for the folks out there, this is a  
19 committee meeting. In a committee meeting,  
20 the -- certain -- all the committees -- we  
21 are all chairmen of one particular committee.  
22 Tonight we have finance and property, and  
23 street and alley, and water and sewer on the  
24 agenda.

25 What we do in these committee meetings is

1 we discuss particular items, expenditure of  
2 funds. It runs the gamut. Whatever we  
3 discuss goes on a legislative agenda. That  
4 is a regular Council meeting. And then we,  
5 as a body, will vote -- on everything that we  
6 talk about tonight, we'll vote at a future  
7 meeting. And if it passes, it becomes law or  
8 funds are expended. So that's pretty much  
9 the long and short of it.

10 We will start off with finance and  
11 property. Our chairwoman is Member Werren.

12 MS. WERREN: So we have three issues, A,  
13 B, and C tonight. And, Pat, I'm going to let  
14 you talk about the first one with Johnson  
15 Controls, because I know you worked with them  
16 and talk about how to move our facilities and  
17 different things can -- some improvements.

18 MR. DEORIO: Thank you, Madam Chair.  
19 Laura Brown and I, the Finance Director, will  
20 tag team on this measure. As an overview,  
21 this started as an outreach from the  
22 community energy savings program that we  
23 worked on and completed last year. And part  
24 of that was to develop a program that the  
25 Mayor had asked for, to make the City

1 operations a bit greener. And so Johnson  
2 Controls kind of specializes in that, in  
3 energy efficiencies and how to turn negatives  
4 into positives in that regard.

5 So all of the City department leaders met  
6 with Johnson Controls, went over all the  
7 different buildings and assets that the City  
8 owns to try to figure out a way to make it  
9 more energy friendly. And we decided there  
10 were two parts to it that were -- we were  
11 really interested in, and they sent in a team  
12 of engineers and analysts to -- kind of a  
13 preliminary determination as to whether a  
14 project would make sense.

15 And what they do is they try to help you  
16 find ways to save money by being more green.  
17 And they believe so much in their -- in their  
18 cause that, contractually, they will work out  
19 an arrangement where they guarantee those  
20 savings to the -- to the City. And if those  
21 guaranteed savings match what the  
22 expenditures are for us to put the savings  
23 into place, we end up with hopefully a budget  
24 neutral. And Laura will get more into that.  
25 That's kind of the overview of what we are

1           trying to accomplish here.

2           MS. BROWN: To get into some of the  
3           specifics, there -- like Patrick said, there  
4           are two major project groupings that Johnson  
5           Controls identified. One was a governmental.  
6           So that's City Hall, that facility, some of  
7           the lighting and machinery that's in that  
8           building, as well as our streetlights.  
9           Because believe it or not, just running  
10          streetlights in the City costs us about  
11          \$140,000 a year, just keeping the lights on.

12          The other program they identified was at  
13          our water treatment plant. There is a  
14          process at that plant that deals with the  
15          remnants of when they process our water, that  
16          puts out a sludge product. Very exciting.  
17          But there is a way to press that sludge and  
18          dry it, where it's much easier to get rid of  
19          and costs far less. So those are the two  
20          things they identified.

21          Preliminary estimates show that to  
22          implement all these projects, it would be  
23          about \$3.2 million. We would finance that  
24          over a 20-year period. The estimate that  
25          they used was a 3.8 interest rate. Our

1           annual payment on something like that would  
2           be about \$235,000 in principal and interest.  
3           Those dollars would be saved each year in the  
4           budget, both operationally and through energy  
5           savings. So the goal is, like Patrick said,  
6           to just be cost neutral. If savings didn't  
7           come to fruition like they predict, then  
8           Johnson Controls makes up the difference.

9           Once that debt is repaid after the  
10          20-year period, then that annual \$235,000  
11          just becomes an annual savings to the City,  
12          in operational and energy costs. It could be  
13          more than that, but that's a conservative  
14          estimate at this point.

15          So item A is to enter into an agreement  
16          with them to do firm engineering and figuring  
17          on these projects, and item B is to  
18          appropriate the money that it would take to  
19          do the engineering. If they do it and we  
20          have a feasible project, then that  
21          engineering cost gets rolled into the  
22          financed project, and we don't actually  
23          expend the dollars, but we do have to  
24          appropriate those, so that we have them  
25          available.



1 MR. FONTE: Laura --

2 MS. BROWN: Yes, sir.

3 MR. FONTE: -- so you are saying, like,  
4 we amortize it over 20 years? What you are  
5 spending to do the improvements, it will take  
6 20 years for the payback?

7 MS. BROWN: It will.

8 MR. FONTE: So after the payback -- I  
9 mean, I imagine the equipment will wear out  
10 and so forth. So it's kind of a continual  
11 thing, I take it?

12 MS. BROWN: It will. We also have a  
13 couple folks here from Johnson Controls, so  
14 they might be able to get into some of those  
15 specifics.

16 MR. THOMAS: So --

17 MR. REVOLDT: Please come this way.

18 MR. PETERS: Can I have a motion and a  
19 second to allow the representative from  
20 Johnson Controls --

21 MR. FOLTZ: So moved.

22 MR. CERRETA: Second.

23 MR. PETERS: All in favor?

24 MR. FOLTZ: Aye.

25 MR. PETERS: Aye.

1 MR. CERRETA: Aye.

2 MR. REVOLDT: Aye.

3 MS. KIESLING: Aye.

4 MS. WERREN: Aye.

5 MR. FONTE: Aye.

6 MR. PETERS: Opposed?

7 (No response.)

8 MR. PETERS: Motion carries.

9 Sir, please.

10 MR. THOMAS: Just right here?

11 MR. PETERS: Yeah, wherever. Wherever  
12 you feel comfortable.

13 MR. THOMAS: I'm Zachary Thomas. I'm the  
14 area sales manager for the State of Ohio.  
15 I'm one of the individuals. I have a degree  
16 in engineering, mechanical, from the  
17 University of Dayton. Sorry it wasn't Walsh.

18 So I think you were asking after a  
19 20-year period?

20 MR. FONTE: Yes.

21 MR. THOMAS: What happens after that?

22 MR. FONTE: Right.

23 MR. THOMAS: Some of the facility  
24 improvement measures would actually go past a  
25 20-year period. And then as this goes on, we

1 are working directly with the different  
2 individuals for your facilities. So this is  
3 a -- like a partnership as long as, you know,  
4 the City would like. And what's going to  
5 happen is there will be different PM or  
6 preventative maintenance steps that would  
7 actually have these type of equipment to go a  
8 lot longer; I mean, up to 30-plus years.

9 And then as this goes on -- we are not  
10 going anywhere. We have been here for 120  
11 years in the State of Ohio. We have 17  
12 different actual facilities. We are one of  
13 the largest employers in the State of Ohio.  
14 So, realistically, we will try to work with  
15 North Canton to continue this process, and  
16 actually continue to have -- become more and  
17 more green.

18 This is basic -- basically the -- I guess  
19 the footstep or the backbone. So then either  
20 you can use our services or we can, you know,  
21 be more or less within the community.

22 MR. FONTE: Is it possible -- sorry. I  
23 just want to finish. Is it possible that it  
24 would be a bigger payback than expected?

25 MR. THOMAS: Yes.

1           MR. FONTE: Here is what I was thinking,  
2           is I picture this as leasing a car. You are  
3           always leasing a car, and the payment never  
4           goes away. So my point is -- I would say I  
5           understand the savings with going green, but  
6           I was just saying it would be great if you  
7           could get the payback in, say, 20 years or 15  
8           years, and you still get 10 or 15 years  
9           without continuing to pay. That's what I --  
10          that's what I'm trying to understand.

11          MR. THOMAS: So, on average, we --  
12          normally, it's about 15 years normally, but,  
13          again, that's why we need this project  
14          development agreement, so we can determine  
15          what those funds will actually look like. We  
16          are being extremely conservative right now.

17          We do know that within a 20-year period,  
18          there is definitely -- there is a 95 percent  
19          chance it's a cash neutral project. And what  
20          we try to do is, you know what, get within  
21          that plus or minus 10 percent range. And we  
22          probably think actually it could be a lot  
23          sooner, but then you'll have all the  
24          additional savings.

25          MR. CERRETA: Zach --

1 MR. THOMAS: Yes.

2 MR. CERRETA: -- how long would that take  
3 to run that?

4 MR. THOMAS: This will take roughly three  
5 months or so. Maybe less. Two, two and a  
6 half, three months. We have a team of  
7 engineers that come in, run different  
8 performance from a financial standpoint and  
9 an engineering standpoint and report that  
10 back to the community.

11 MS. BROWN: And then once they run all  
12 their analyses, they come back with a bigger  
13 project agreement, that would come back to  
14 Council probably in the August, September  
15 time frame, before we would go out and seek  
16 any debt financing or anything like that.

17 MR. THOMAS: And there will be multiple  
18 workshops with you, with the community, as  
19 well.

20 MR. DEORIO: And keep in mind, Member  
21 Fonte, we are looking at some large ticket  
22 items as part of this, and it's your best  
23 opportunity to get those replaced on a budget  
24 neutral basis. The boiler that's in that  
25 building is the original.

1 MS. WERREN: Right.

2 MR. DEORIO: It's 50 years old. So if  
3 we -- you know, chances are, it's most likely  
4 that what we put in there is going to last  
5 much longer than -- thank you, Tim -- much  
6 longer than the 20 years that this forecast  
7 is.

8 MR. FONTE: That's what I was trying to  
9 get at. I want to see longevity, because  
10 that's where I feel like we benefit. You  
11 know, even the car, to be honest with you --

12 MR. THOMAS: And most cities actually  
13 experience greater savings than what we are  
14 actually saying today.

15 MS. WERREN: Yeah.

16 MR. THOMAS: And those additional savings  
17 belong to the City. They do not belong to  
18 us.

19 MR. FOLTZ: Have you worked on this with  
20 any other cities in our community here,  
21 Northeast Ohio or Ohio at all?

22 MR. THOMAS: Oh, in Ohio, yeah, we've  
23 worked in every county within the State of  
24 Ohio. We've done multiple projects. We have  
25 a laundry list of references that we could

1 give. But, yes, we do many, many projects.  
2 That's one of the reasons -- I'm sorry. Go  
3 ahead.

4 MR. REVOLDT: Please finish.

5 MR. THOMAS: That's one of the reasons  
6 why -- again, we try to have an invested  
7 interest, not just in North Canton, but also  
8 the City of Canton. We are trying to do a  
9 lot of work right now currently with the  
10 Football Hall of Fame.

11 MR. REVOLDT: Right. Yeah. Well, we're  
12 glad you are here. Could you get us a list  
13 of cities, please, at your convenience?

14 MR. THOMAS: Not a problem.

15 MR. REVOLDT: The second item that I  
16 would really be interested in would be to  
17 look at the following contract.

18 MR. THOMAS: Okay.

19 MR. REVOLDT: I would like to see -- I  
20 would just like to look at the language. I  
21 assume that you have some boilerplate,  
22 correct?

23 MR. THOMAS: I'm sorry?

24 MR. REVOLDT: You have some boilerplate  
25 contract language for the second --

1 MR. THOMAS: Yes.

2 MR. REVOLDT: I think that would be  
3 helpful before we proceed, if we had a chance  
4 to look at that. We are looking at, you  
5 know, \$96,000 for, essentially, phase one,  
6 which is -- if I read the document, it's the  
7 analysis and recommendation component; the  
8 second contract is the actual implementation  
9 and the recommendations.

10 MR. THOMAS: Correct. Correct.

11 MR. REVOLDT: And I'd like to look at  
12 those guarantees. Tell me a little bit about  
13 your -- how -- where you had some longer  
14 contracts running. How do you administer  
15 those contracts?

16 MR. THOMAS: As -- administer the  
17 contracts?

18 MR. REVOLDT: Yeah.

19 MR. THOMAS: Oh, we work directly with  
20 your Law Director, or, I guess, Mr. Fox. We  
21 have a legal team at Johnson Controls, and  
22 they will go back and forth.

23 MR. CERRETA: Okay.

24 MR. THOMAS: So our standard contract  
25 would be a combination of us and whatever the



1 language you prefer.

2 MR. REVOLDT: We'd like to see your  
3 standard contract.

4 MR. THOMAS: Not a problem. Should I  
5 send it directly to Mr. Fox or --

6 MR. REVOLDT: Sure.

7 MR. PETERS: Yeah.

8 MR. THOMAS: Okay. Not a problem.

9 MR. PETERS: Any other questions?

10 MR. FONTE: No. That's good. Thank you.

11 MR. PETERS: Thanks, Zach.

12 MR. HELD: Good job.

13 MR. PETERS: Okay. So --

14 MS. WERREN: So do you want those items  
15 before we move to the agenda, or are you  
16 good? Do you --

17 MR. REVOLDT: I'd like to see --

18 MS. WERREN: Or do you want the items --

19 MR. CERRETA: Give it a first reading.

20 MS. WERREN: Do a first reading, and  
21 then we --

22 MR. REVOLDT: Yeah. And you can wrap an  
23 emergency clause in it, but I'd like to look  
24 at it first.

25 MS. WERREN: Okay. Then we can do a

1 first reading next week.

2 MR. PETERS: Hold on.

3 MS. BROWN: Can we please not talk over  
4 each other? She's having trouble hearing.

5 MR. REVOLDT: Oh, yeah. Sorry.

6 MS. BROWN: Thank you.

7 MR. REVOLDT: Okay. So we'd like to have  
8 a first reading.

9 MR. PETERS: There we go.

10 MR. REVOLDT: With an emergency clause.

11 MR. PETERS: You want to put an emergency  
12 clause in both of those?

13 MR. REVOLDT: Yes.

14 MR. PETERS: Okay. A and B. All right.  
15 Steph, is that it?

16 MS. WERREN: That's -- part C.

17 MR. PETERS: There we go. All right.

18 MS. WERREN: Laura, I'll let you talk  
19 about that, just the reclassification of  
20 funds, which is also in your packet, moving  
21 some different things around for the budget.

22 MS. BROWN: Thank you. Yes, like  
23 Stephanie said, in your packet, there is a  
24 list of funds that are being reclassified.  
25 As we talked about when we initially went

1 over the 2019 budget, there was one  
2 department, our building and permits  
3 department, that was kind of in a state of  
4 flux. We were making a change from having an  
5 in-house department to using a company called  
6 SAFEbuilt. So at that point, we weren't sure  
7 how everything would shake out.

8 Now that we have that contract in place,  
9 including some options that we have exercised  
10 recently, it was time for me to go back and  
11 kind of refigure the numbers. So we are  
12 taking money out of the salary and benefits  
13 line items and moving it down to the  
14 professional services line item. And you can  
15 see overall in that department, it's a  
16 decrease, because we had kind of budgeted for  
17 both scenarios at the end of last year for  
18 2019.

19 In addition, you see we have the law and  
20 the council department there. As you know,  
21 we do not have a full-time Council clerk  
22 currently, and the previous clerk's salary  
23 and benefits were split between the law and  
24 the council departments. So we are moving  
25 some of those dollars from the budget, as

1           they are not being used, but we are  
2           increasing the professional services line  
3           under Council to account for the court  
4           reporter that we have been using.

5           We also increase the travel and training  
6           line item, in case that was needed as we go  
7           throughout the year, as we have kind of gone  
8           with a different method for the meetings.

9           Any questions there?

10          MS. WERREN: No.

11          MS. BROWN: Okay. That's all. Thank  
12          you.

13          MS. WERREN: Okay.

14          MR. PETERS: Thank you. There are going  
15          to be three readings for that one?

16          MS. WERREN: Sure. Laura, you don't need  
17          that? You don't need it on emergency?

18          MR. PETERS: Appropriation. Okay. So it  
19          will be --

20          MS. WERREN: Okay. Thanks.

21          MR. PETERS: Thank you. Next up, street  
22          and alley. Chairman Fonte.

23          MR. FONTE: We have three pieces of  
24          legislation. The first one is A, page 2.  
25          Basically what this is is there is a spot on

1 Washington -- or Everhard Road, on the south  
2 side of the street where -- you know how  
3 they -- they did those little ADA handicap  
4 ramps. There is a signal pole right in the  
5 middle of it, so you can't get your  
6 wheelchair around. So we were able to secure  
7 an easement to be able to do a 60 square foot  
8 pad to kind of expand, so you can get the  
9 wheelchair around.

10 So that's what that's all about. And  
11 that's going to be on emergency, because we  
12 want that done as soon as possible. So I  
13 recommend we move that to the agenda.

14 The second thing is B, this is basically  
15 a collaboration agreement with the Stark  
16 County Commissioners in regards to repaving  
17 Applegrove. And if I don't say anything  
18 right, Rob, just chime in.

19 MR. GRAHAM: Okay.

20 MR. FONTE: And then the third one, which  
21 is C, is an ordinance. This is -- you know,  
22 we have been having a lot of problems with,  
23 you know, Applegrove. So this is 6,600  
24 linear feet from North Main, where, of  
25 course, the road is really bad there at

1 Applegrove and North Main, and it's going to  
2 go all the way to Marquardt.

3 MR. GRAHAM: Yes.

4 MR. FONTE: So 6,600 linear feet are  
5 going to get redone. And, actually, that's  
6 broken into -- the amount is \$575,8-. But  
7 it's broken into -- we are going to be  
8 paying -- the City is going to pay probably  
9 282 -- \$200,000 and \$82,000, the OPWC grant,  
10 which is \$200,000, and then Stark County  
11 Commissioner, of course, will be 93,8-, a  
12 third of it, I believe. So that makes the  
13 total of \$575,8-.

14 Our goal is -- is to get -- you know, we  
15 are the leading bid, so it's going -- the  
16 goal is to get this thing on emergency and  
17 get it passed, because Rob needs to get it  
18 done by the summer. So on emergency.

19 So any questions on that?

20 MR. REVOLDT: Can we go back to item 2A?  
21 Rob, are the Davenports -- do they gift the  
22 easement?

23 MR. GRAHAM: Yes. We are doing it for  
24 one dollar.

25 MR. REVOLDT: One dollar.

1           MR. GRAHAM: I have talked with them, and  
2           in the packet is kind of the e-mail where  
3           they were on-board.

4           MR. REVOLDT: Yes, I saw that.

5           MR. GRAHAM: We had a number of  
6           discussions.

7           MR. REVOLDT: And what do we think the  
8           out-of-pocket cost will be for the pad and  
9           the relocation of the pole?

10          MR. GRAHAM: We are going to leave the  
11          pole exactly where it is. We are just going  
12          to notch the sidewalk around it.

13          MR. REVOLDT: Okay.

14          MR. GRAHAM: So it will be minimal.

15          MR. REVOLDT: Okay.

16          MR. GRAHAM: Under \$5,000.

17          MR. REVOLDT: Okay. Very good. I think  
18          great thanks to the Davenports.

19          MR. GRAHAM: Yes, absolutely.

20          MR. FONTE: So, really, that's it.  
21          That's my three pieces of legislation. I  
22          want to get them on the agenda, on emergency,  
23          and we'll get them passed.

24          MR. PETERS: Any other questions?

25          (No response.)

1 MR. PETERS: All right. Very good. Next  
2 up, water, sewer, rubbish. Chairman Cerreta.

3 MR. CERRETA: Yes. This first one here  
4 is for a Glenwood Street, Southwest water  
5 line replacement. And for those of you who  
6 haven't met, Rob Graham is our engineer down  
7 there. Probably one of the best engineers in  
8 the county. So we're going to let him say --  
9 Rob, how far is that going to go on Glenwood?

10 MR. GRAHAM: That's about a 2,700-foot  
11 project. We'd like to start at the middle of  
12 the Dressler, slash, Glenwood-Whipple  
13 intersection, where we'll tie into our water  
14 line that's there, and then head east to  
15 roughly Ruth Avenue -- somewhere between Ruth  
16 Avenue and Lindy Lane.

17 And, basically, it's very important,  
18 because it's an old cast iron water line. I  
19 don't have the exact years it was installed,  
20 but it's cast iron. And it will be replaced  
21 with ductile iron.

22 We have had a few breaks, at least one in  
23 my two-year tenure here. And that's a very  
24 important line. It serves, basically, four  
25 medical facilities. Timken Mercy has a



1 facility at the northeast corner of the  
2 Glenwood-Whipple intersection. We have  
3 Aultman North at the Southwest -- or  
4 southeast corner. We have North Canton  
5 Medical Center, and, of course, our new Akron  
6 Children's; four very important facilities,  
7 that we just can't have any more breaks that  
8 puts them out of water during business hours.  
9 So it's very important. It was in our budget  
10 for 2019.

11 MR. CERRETA: And what line is that now,  
12 a 6 or 8 incher?

13 MR. GRAHAM: It's currently a 12-inch.  
14 In a couple spots, there are actually 14.  
15 And we are going to put all 12, all 12 --

16 MR. FONTE: Rob, are we going to get some  
17 new blacktop, as well, or are they just  
18 patching?

19 MR. GRAHAM: What -- a lot of the water  
20 line will actually be off-road. It will be  
21 easier to put it in our -- just north of the  
22 curb, like in our Price Park area, but still  
23 in the right-of-way.

24 And I want to keep it away from the  
25 Glenwood bridge, because I'm working on a

1 grant, two or three years, four years to  
2 replace that bridge, so I don't want that  
3 water line under the Zimber ditch, anywhere  
4 near a new bridge.

5 MR. FONTE: Right.

6 MR. GRAHAM: Some of it will be on-road,  
7 and we'll probably just pave one lane. But  
8 we know Glenwood definitely needs it. And  
9 I'm looking at -- at -- this will be the  
10 first of two to three phases. We really need  
11 to take it up Glenwood to the water tower.  
12 It's still cast iron. This will be the first  
13 piece, in front of those important  
14 businesses.

15 MR. FONTE: Thanks, Rob.

16 MR. CERRETA: That should be on  
17 emergency, receive bids? Is that what this  
18 is about then, why this is on emergency?

19 MR. GRAHAM: Yes. Yeah.

20 MR. CERRETA: Okay. Any questions,  
21 anyone?

22 MR. FONTE: No.

23 MS. WERREN: No.

24 MR. CERRETA: Okay. We'll put that on.

25 The next one, Rob can go over that again; the

1 storm water regulations.

2 MR. DEORIO: I'm going to take that  
3 one --

4 MR. CERRETA: Okay.

5 MR. DEORIO: -- Member Cerreta.

6 MR. CERRETA: Go ahead there, Pat.

7 MR. DEORIO: Thank you. So we have a --  
8 before you a memorandum of understanding  
9 between the City of North Canton and the  
10 Stark County Soil and Water Conservation  
11 District for technical assistance.

12 Presently, we utilize two entities to  
13 provide a complete technical assistance for  
14 our water discharge permit process. We use  
15 Stark County Soil and Water and we also use  
16 CT Consultants.

17 And in a meeting with the representatives  
18 from Soil and Water, they are expanding their  
19 capabilities of what they can offer. And  
20 many of the things that we can obtain from  
21 Soil and Water will allow us to not have to  
22 utilize the private consultant.

23 So we are going to wrap this all into one  
24 agreement through Stark Soil and Water, and  
25 we believe this will also save us some money,

1           because we'll be able to eliminate one of the  
2           contracts.

3           So some of the things that they will be  
4           picking up involve -- one of the ones that's  
5           really important is that when you are -- you  
6           are audited by the Ohio Environmental  
7           Protection Agency, you really would like to  
8           make sure that, you know, you have other  
9           entities there that can relate to them. And  
10          Stark Soil and Water has a great reputation  
11          with them. It -- including annual reports  
12          and other types of governmental regulation --  
13          regulatory reports. Soil and Water would  
14          help us with that.

15          So the total, when this is all in effect,  
16          we are looking at about \$9,500 a year in the  
17          contract. And we'll be able to eliminate one  
18          of the other contracts.

19          MR. CERRETA: Yeah, that was my next  
20          question. How much do you see us -- just  
21          approximate, are we saving, spending one?  
22          Are we --

23          MR. DEORIO: We are saving, you know, 3-  
24          \$4,000 a year. But we are making it more  
25          efficient, because we have one entity,

1           instead of two.

2           MR. CERRETA:   Okay.   Questions anyone?  
3           Any other additional?

4           MS. KIESLING:   Huh-uh.

5           MR. CERRETA:   Okay.   And the reason for  
6           the emergency, Pat, any -- it says here it's  
7           on an emergency.

8           MR. DEORIO:   I think this is going into  
9           effect in September, right?

10          MR. GRAHAM:   Yeah.   Well, there are kind  
11          of two -- two parts; the first was a  
12          memorandum of understanding, the -- the  
13          agreement that -- you know, for under \$50,000  
14          that we are looking to -- to do, as  
15          Mr. DeOrio explained, with Soil and Water.

16          The other part, part B here, is also --  
17          one of the things Soil and Water has already  
18          done for us is, back in 2009, they wrote the  
19          water quality regulations for all  
20          municipalities in Stark County that chose to  
21          adopt it.   We did in 2009.

22          Because the EPA has changed their  
23          requirements, based on what is coming out of  
24          Washington D.C., Stark Soil and Water, in  
25          late 2018, updated their water quality

1 regulations for all the municipalities. So  
2 part B here is the City of North Canton  
3 terminating the resolution back from 2009,  
4 and then adopting the new 2018 regulations  
5 for water quality. And then Soil and Water  
6 also helps us enforce the rules they wrote  
7 based on the MOU.

8 MR. CERRETA: No other questions?

9 MS. WERREN: No.

10 MR. PETERS: Tim.

11 MR. FOX: As our Engineer has stated, the  
12 important part of this is that we are  
13 repealing an '09 water quality regulation for  
14 the update that we have from Stark Soil and  
15 Water. That was updated in 2018.

16 And we have the -- as you had mentioned,  
17 as a charter municipality, we can adopt  
18 legislation as our own. And so just as we  
19 did in 2009, we are going to go ahead and --  
20 the proposal is to update it with the -- the  
21 2018 Stark Soil and Water regulation updates.

22 MR. CERRETA: For those of you out there,  
23 we didn't introduce -- Tim Fox is our Law  
24 Director and Laura Brown is our Finance  
25 Director. And we rely on them very heavily

1 based on contracts and finances, as you can  
2 see; some of the best people that we can  
3 associate with. Just so -- we didn't  
4 introduce them.

5 Okay. So we are going to go ahead and  
6 put this on emergency?

7 Any other questions?

8 (No response.)

9 MR. CERRETA: And then the next one --

10 MR. PETERS: Mark, can I --

11 MR. CERRETA: Yes, please.

12 MR. PETERS: -- interject real quick? It  
13 occurs to me -- we have been throwing around  
14 the term "emergency legislation." Some of  
15 you folks might not understand what that is.

16 Typically, when items come through a  
17 committee, when it's moved to the legislative  
18 agenda, it goes through three readings,  
19 meaning this body has to vote on it three  
20 times. If there are three affirmative votes,  
21 after 30 days, with the Mayor's signature, it  
22 becomes law.

23 Now, if we insert an emergency clause, I  
24 believe the Ohio Supreme Court gives us  
25 wide -- as far as this goes.

1 MR. FOX: Yes.

2 MR. PETERS: But what it allows that  
3 is -- it allows us to read it once, vote on  
4 it once, and then with a majority vote --  
5 super majority vote, six of the seven of us,  
6 the Mayor can sign it and it immediately  
7 becomes law.

8 Typically, those are items such as things  
9 that are going to bid. If we are buying an  
10 ambulance or a fire truck, and we had to  
11 have -- something is going to bid tonight.  
12 When time is of the essence, it allows the  
13 pace of government to move a little faster  
14 than -- than the average snail's pace that it  
15 usually moves at. So --

16 MR. FOLTZ: Good point.

17 MR. PETERS: So if there are any  
18 questions afterwards regarding the  
19 legislative process, I just wanted to give  
20 you a quick overview on that.

21 Mark.

22 MR. CERRETA: So item C there, Director  
23 of Administration, Pat, would like to discuss  
24 this removal of sludge contract.

25 Pat, I'll turn it over to you.



1           MR. DEORIO: Thank you. And, you know,  
2           it's appropriate that we end our meeting  
3           talking about sludge, because we started our  
4           meeting talking about sludge. But this is in  
5           a little different capacity in that it --  
6           what we want to be thinking about is  
7           something that not only affects an agreement  
8           to move forward with the sludge lagoon  
9           contract, but also it relates to so many  
10          other agreements that we have in the City.  
11          So it's not something that's just a one-off  
12          event. And I just felt that it was important  
13          that we all have an understanding of the --  
14          of the advantages and disadvantages we have  
15          of the process.

16                 So what we are talking about here is that  
17                 it has been the past practice of the City to  
18                 request that a contract -- that contracts  
19                 contain clauses that allow you to extend the  
20                 contract for another period of time. In many  
21                 instances where we are bidding out for  
22                 services, some of these that you have heard  
23                 about tonight, but in others, as well, when  
24                 we are bidding out for these services, we  
25                 will write into the bid documents that, you

1 know, if you are selected as the winner, we  
2 would like to have you provide us with terms  
3 for extending a contract.

4 Then as part of that contract, once it's  
5 awarded, that paperwork comes to the City  
6 with those provisions in it, and we start  
7 along our merry way of processing sludge.  
8 And somewhere along the way, we run towards  
9 the end of that contract, and it's time to  
10 make a decision on moving forward with the  
11 next -- the next period of time, the next  
12 renewal.

13 So that's kind of where we are at with  
14 this particular sludge lagoon. Now, it  
15 started for me about two months ago when I  
16 was working on the refuse management contract  
17 and had a conversation with the Law Director  
18 about, hey, I'm being approached by the  
19 vendor about continuing on with a renewal of  
20 that. What are the parameters?

21 So as we began a discussion of that, we  
22 were in need of finding some documents that  
23 took some time, to be able to try to reach a  
24 consensus. Before we could get to that  
25 point, the sludge lagoon contract was brought

1 to me by the superintendent of the water  
2 treatment plant for consideration.

3 So in 2012, this contract was bid out and  
4 was awarded to a company, and as a result,  
5 they were given a three-year contract, and  
6 they had asked for -- or we had put into the  
7 contract two two-year extension provisions.  
8 So, in 2014, as we ended the calendar year,  
9 Council passed legislation in Ordinance  
10 Number 8314 to move forward with extending  
11 that contract for another two-year period.

12 And, in fact, that was done. Requests  
13 went from the Mayor's office for the language  
14 to be completed. The company, the vendor, at  
15 the time submitted that back to us, and we  
16 moved along.

17 So we are at the point here today where  
18 this contract that we rebid in 2017 is coming  
19 up for a renewal. It's a two-year deal. And  
20 we need to figure out what we are going to do  
21 with that. And the Law Director has pointed  
22 out reasons why it may not be allowed to  
23 be -- to move forward. First was a concern  
24 about the fact that the ordinance itself  
25 contained language that restricted the term

1 of the contract to a specific period of time,  
2 in this case, two years.

3 That got me to research our records,  
4 going back to 2006. In fact, 2006, that type  
5 of language was not in the ordinances that  
6 Council passed then. The ordinances that  
7 Council passed at that time just indicated  
8 that the Board of Control could enter into a  
9 contract, not a specific period of time  
10 contract. So somewhere between 2006 and  
11 2012, that changed. That was before the Law  
12 Director was here. So it was somebody else  
13 that did that.

14 He has also pointed out to me that the  
15 contract exceeds a certain dollar amount, and  
16 that we have restrictions within our charter  
17 or other communities have with the Ohio  
18 Revised Code with those restrictions. And  
19 then also the legal part of it is  
20 understanding contract law and what some of  
21 those terms mean.

22 And why I bring it all up, because it  
23 still is as clear as sludge to me today, is  
24 that, you know, it's something that we had  
25 done in the past. Whether we should or

1 shouldn't, I don't know. But in researching  
2 what is happening in our communities around  
3 us, up to the present time, communities all  
4 across Ohio extend contracts for various  
5 types of services. What the rules and  
6 regulations or laws are that are in that  
7 community, you know, I don't know. And  
8 whether they are applicable here is a  
9 different -- you know, it's a situation that  
10 requires someone with a legal background to  
11 understand.

12 But if it is a situation where the City  
13 is unable to move forward with contract  
14 extensions, then we need to ascertain why,  
15 and then we need to have a discussion about  
16 what it takes to change that.

17 Because for those of you who may be in  
18 business majors and whatnot, this is a very  
19 important management tool. When you are  
20 bidding out contracts, and you take into  
21 account -- say, for instance, a contract  
22 where a vendor is going to have to do a lot  
23 of work in the early years in order to get  
24 your program up and running, and if there is  
25 the opportunity that they could lose that

1 contract just three years later, they won't  
2 have that opportunity to kind of recoup their  
3 margins. And what that means is then the  
4 people just won't bid on your business and,  
5 ultimately, you're left with poor bidders and  
6 ones that charge a higher amount.

7 So having a contract extension is -- is  
8 important consideration in the process.  
9 If -- absent that, you may have to end up  
10 getting into longer term contracts. Longer  
11 term contracts are -- when you are dealing  
12 with commodities, they are not something you  
13 really want.

14 You think of the price of oil, and you  
15 want to go to someone who provides you with  
16 oil, and you tell them, we want you to give  
17 us a price today that you are going to honor  
18 for the next eight years, if you are going to  
19 do an eight-year contract. You are going to  
20 get a very high number, because they are  
21 going to make sure that they don't lose out  
22 and don't get burned, so to speak, if the  
23 price of oil should shoot up suddenly, and  
24 the price would be higher than what they are  
25 selling it to you for.

1           So by using short-term contracts,  
2           particularly with commodities, and -- and we  
3           have one that's up now, with the drinking  
4           water plant, where we are asking for bids on  
5           lime, potash, sodium, a whole bunch of stuff  
6           that we use to treat our water and make it as  
7           good as it tastes. Those contracts are for  
8           commodities. And we generally bid those out  
9           for two years, because we find from  
10          experience, businesses won't want to give you  
11          a quote for something that's beyond that,  
12          unless it's very high.

13                 So what we like to do is use the two-year  
14          term, and then if there is an opportunity to  
15          extend, the extension kind of serves that  
16          purpose. If you feel that -- if you are in  
17          a -- in a commodity market, where the  
18          commodity price is falling, you may not want  
19          to renew the extension. You may want to bid  
20          it out again. Because if the prices keep  
21          falling, you want to lock yourself into lower  
22          and lower prices. But it works conversely  
23          the other direction.

24                 So, in any event, I know I babbled on a  
25          lot, but it's an important topic to the

1 Administration, as we are trying to develop a  
2 process to move forward. It doesn't, you  
3 know, particularly matter to me at this  
4 moment whether or not we come to any  
5 conclusion or not, but that we begin a  
6 discussion and some research onto what it  
7 would take to get us into a position where we  
8 can be comparable to other communities and be  
9 able to move a contract forward in the best  
10 interest of taxpayers. So --

11 MR. PETERS: Pat, I have a question.

12 MR. DEORIO: Yeah.

13 MR. PETERS: And I understand the  
14 extension clause for -- for a consumer, you  
15 want to -- basically, want to have the option  
16 of seeing if -- if the vendor can perform  
17 what -- what was promised in the contract.  
18 Okay?

19 And if they did, then you can then  
20 initiate that extension clause. If the terms  
21 change in the extension -- is that what you  
22 are discussing here? I mean --

23 MR. DEORIO: Well, what I'm discussing is  
24 trying to get a handle on what the rules of  
25 engagement are. Because, I mean, if the rule



1 is going to be that -- that if terms change,  
2 you can't move forward, that would seem to  
3 fly in the face of what other communities are  
4 doing. But if that's our standard and that's  
5 okay, that is something that needs to be  
6 approached or -- that's something I need to  
7 be aware of as the Administrator as I'm going  
8 out to negotiate these contracts.

9 Because, certainly, as we are dealing  
10 with the sludge lagoon contract, then the --  
11 the alternative would be to say to the  
12 vendor, if you keep the terms the same, we  
13 could advance this contract, otherwise, we  
14 are going to have to bid it out. And if we  
15 did that, they may comply, or they may not.  
16 But if there are other hurdles that we have  
17 to jump through besides that, you know, this  
18 is all information that I need to be aware of  
19 prior to getting to that point.

20 So, you know, I'm new here. Laura is new  
21 here. You know, there has been a lot of  
22 turnover at the City. And so it's something  
23 that -- it's not like you leave a manual of  
24 strategies behind or something like that.

25 MR. PETERS: Right.

1 MR. DEORIO: But it's something that  
2 warrants a discussion amongst us all.

3 MR. PETERS: The reason I ask that is not  
4 to -- specifically to -- I know this topic is  
5 the sludge contract, but I'm looking at other  
6 contracts we have, where there were some  
7 things built in in the beginning, cost  
8 incurred by the vendor. Okay?

9 So if the terms of the extension change,  
10 and they are reasonable, I would agree with  
11 you. I think that's a great tool to have,  
12 you know, to be able to continue with the  
13 vendor that has proven themselves, as long as  
14 change in, you know, costs or whatever are  
15 amenable to, in this case, the Board of  
16 Control.

17 MR. FONTE: I have got a question down  
18 this way.

19 MR. PETERS: Yes.

20 MR. FONTE: I'll just say, a lot of times  
21 with contracts I deal with, you would have,  
22 you know, an option built into the contract  
23 in the future that gives you a chance to  
24 renew it or to extend it or modify it after  
25 your two-year term; the additional two-year

1 term, additional five-year term.

2 And then you could modify it or amend it  
3 at any time within that period of time. So  
4 maybe this -- like, Timken came up with  
5 language that won't conflict with the charter  
6 in order to do that. So I would just have an  
7 option, or an option to extend or modify.

8 MR. PETERS: Daryl.

9 MR. REVOLDT: I had a chance this  
10 afternoon to talk with Joel Montgomery, who  
11 was the long-time Administrator in the City  
12 of Wooster. I specifically asked him how the  
13 City managed its sludge contracts. It has a  
14 two-year contract authorized by Council. The  
15 language therein includes extensions.

16 To control -- to control the potential  
17 for cost overrun in a period of extension,  
18 the Council budgets and appropriates funds.  
19 So that is Council's -- his Council's way of  
20 making sure that any renegotiated sums are  
21 reasonable. His administration then, once  
22 Council has done that, simply can go on and  
23 they just pick it up and negotiate the new  
24 terms.

25 I asked him directly if he thought just

1           simply going with the two-year rebid cycle  
2           was prudent, and he indicated that it would  
3           be costly and expensive, that it would not be  
4           his recommendation. So, essentially, Wooster  
5           is -- practiced somewhat near what we have  
6           over the last decade.

7           MR. PETERS: If I can stop the debate  
8           there, too. And I'm glad you brought that  
9           up, too, because that -- for the young folks  
10          out here, that speaks to checks and balances.  
11          Okay?

12          Meaning Patrick is talking about a  
13          scenario in which a contract has been signed  
14          with extension provisions. And he can't  
15          continue to exercise those extensions without  
16          Council's approval. However, the money  
17          that's appropriated to pay for those services  
18          are -- are controlled by us. So if we don't  
19          like the extension, we could always pull the  
20          appropriations or the appropriate monies.  
21          That is the check and the balance between  
22          legislative --

23          MR. REVOLDT: It's --

24          MR. PETERS: -- and --

25          MR. REVOLDT: It has been our practice to

1           also bring these extensions to Council --

2           MR. PETERS:   Exactly.

3           MR. REVOLDT:  -- is my understanding.  
4           And we vote.  So you get a second crack at  
5           it.

6           MR. PETERS:  I didn't mean to stop the  
7           debate there.  I just wanted to -- you  
8           brought up a great point.

9           MR. REVOLDT:  You get two bites at the  
10          apple.

11          MR. PETERS:  Right.

12          MR. REVOLDT:  You get one at budget, and  
13          the second at -- when it's renewed --

14          THE REPORTER:  And the second -- I can't  
15          hear you.

16          MR. REVOLDT:  I'm sorry?

17          MR. PETERS:  Daryl.

18          MR. REVOLDT:  You get two bites at the  
19          apple; one at budget and -- one at budget and  
20          appropriation, and the second when the  
21          administration is ready to extend, it comes  
22          back to Council for a vote.

23          MR. PETERS:  Right.

24          MR. REVOLDT:  Two looks.

25          MR. PETERS:  Okay.

1           MR. CERRETA: One other thing that I want  
2           to mention about that. I mean, commonsense  
3           of business tells you that the more bids, the  
4           better quality of -- or pricing, and you can  
5           look at the service and the bidding over  
6           time. I mean, that's common business. You  
7           put it out for bid, people have got to be  
8           sharp. They can't just say they are going to  
9           roll into their business. We want them to be  
10          on their toes all the time and that they know  
11          bids are coming up. Then people have to be  
12          sharp and have their bids ready to go with  
13          some things.

14                 To extend a bid that's higher, I don't --  
15                 in business sense, that doesn't make sense to  
16                 me. I mean, if there is a -- why are you  
17                 extending a clause that's higher? Why don't  
18                 you put it out for bid? It may not be  
19                 higher.

20                 MR. DEORIO: No. You have to look at  
21                 what's happening in the commodities market  
22                 and what's happening in contracts that are  
23                 being bid all around us that are coming in,  
24                 you know, particularly -- say -- take a look  
25                 at refuse management, and you see the crisis

1 going on with the recycling side of it. And  
2 in that instance, you are going to find that  
3 you are going to come in higher, because you  
4 are coming in higher everywhere around us.

5 So there are -- there are pros and cons  
6 both ways.

7 MR. FOX: Importantly, I think everyone  
8 that -- that has heard the discussion has  
9 heard two unique terms that to -- if you are  
10 not speaking specific terms of art in  
11 contract language, they sound the same.

12 We talked about a renewal and we talked  
13 about an extension. And many times, they are  
14 used interchangeably, synonymously, as they  
15 mean the same thing. Unfortunately, in  
16 contract law, a renewal is only for a time  
17 period. So if we wanted to renew the  
18 contract for a two-year period of time,  
19 everything else remains the same. An  
20 extension, however, contemplates something in  
21 addition.

22 And, unfortunately, the -- the contract  
23 that we are looking at states it's a renewal.  
24 But it has also been in discussions the  
25 contemplation of a price increase. So once

1           that occurs, and that price increase wasn't  
2           contemplated with the original bid, you have  
3           other bidders that, under Ohio and our City  
4           charters, competitive contract bidding laws,  
5           any contracts that are contemplated to be  
6           over \$50,000 annually -- and the sludge  
7           contract is one of those -- they must be bid.

8           And the purpose is that the additional  
9           price increase -- and I believe what's  
10          contemplated here is a 3 percent price  
11          increase. There may be other bidders that  
12          were at the contract bidding opening two  
13          years ago. I believe there were three. But  
14          they may have some unique technology. They  
15          may be in a different place financially.  
16          They may be willing to come in under that 3  
17          percent.

18          And as a result of our competitive  
19          bidding laws, we are required to post those  
20          publicly, describe what we'd like to have  
21          done for us, put a bid proposal package, you  
22          know, out there, and then accept bids;  
23          certain date and time they all have to be  
24          there. They are all private. They are all  
25          opened at the same time.



1           And then our Board of Control that's made  
2           up of the Mayor, the Finance Director, the  
3           Administrator, and the Law Director, we look  
4           at those bids. And we make the determination  
5           of what is the lowest and best bid. Nine  
6           times out of ten, indeed, it's the lowest  
7           that is the -- the lowest and best, because  
8           price is such an important factor in that  
9           contract.

10           But, indeed, there are some times where  
11           the prices are so close that we look into  
12           other factors. Has this contractor been in  
13           any lawsuits for poor performance? Have they  
14           filed for bankruptcy protection repeatedly?  
15           Other types of factors that we are permitted  
16           to measure in lowest and best, when those  
17           prices are similar to each other.

18           So not just our sludge contract, our  
19           sanitation contract comes up. It's a  
20           three-year contract, I believe. And it's,  
21           indeed, very important to our taxpayers,  
22           because it's what's called a franchise  
23           agreement for residential sanitation.

24           MR. PETERS: Special --

25           MR. FOX: Right. But it's -- it's just

1 in the part about the -- you know, the  
2 renewing contracts. The information involved  
3 is -- is similar that the -- the bidding  
4 process is the same. And terms of art, as  
5 far as "renewal" and "extension" --

6 MS. WERREN: Jeff.

7 MR. FOX: -- they are critical when you  
8 draw those up. So perhaps in the future,  
9 when we put our contracts together, and we  
10 select the lowest and best, we look at  
11 whether it's a renewal, it's an extension,  
12 and whether or not any price increases may be  
13 contemplated.

14 And we can measure those and let  
15 potential bidders bid on those factors. If  
16 we renew it, can we use the consumer price  
17 index, some other type of factor, and let  
18 them bid for the term of the contract, but  
19 bid for the extension, as well.

20 MR. PETERS: Chairman Cerreta.

21 MR. CERRETA: Where do you want to go  
22 with this? We need maybe additional  
23 discussion of how we want to be as an  
24 organization, how we want to handle this type  
25 of thing. So we probably need to sit down

1 and look at a little more points on this.

2 Pat, are you okay with that?

3 MR. DEORIO: Yeah. I wasn't looking for  
4 any conclusions on that.

5 MR. CERRETA: Okay. Good. Let's do that  
6 then.

7 Anybody else?

8 MR. FOLTZ: Yeah, just a follow-up.

9 MR. CERRETA: Yeah.

10 MR. FOLTZ: So I'm reading paragraph 27.  
11 City may ask successful bidder to enter into  
12 an agreement that includes an option for  
13 additional contract periods beyond the  
14 initial 2017 through 2019 agreement periods.  
15 City therefore is interested in a proposal  
16 that includes such option clauses. City's  
17 initial proposal would be for one mutual  
18 option for two years. The City and the  
19 successful bidder will negotiate the terms of  
20 any options.

21 I just read this at -- so the question  
22 here to us is not whether we can look at an  
23 option for two years, it's whether we want  
24 to. Do I have this right? That's the  
25 thinking.

1           MR. DEORIO: Yeah, I think it's whether  
2 you can.

3           MR. FOLTZ: Whether you can? To me, it  
4 says you can --

5           MR. CERRETA: We have already done the  
6 two years.

7           MR. FOLTZ: But it's whether you want to,  
8 in my opinion.

9           MS. KIESLING: Whether it's lawful. He's  
10 saying if there is a change -- if we  
11 negotiate, and there is a change in price, it  
12 has to go out to competitive bids, correct?

13          MR. FOLTZ: But that clause doesn't say  
14 that.

15          MS. KIESLING: No. No.

16          MR. FOLTZ: It says --

17          MS. KIESLING: It's not in the contract.  
18 It's --

19          MR. FOLTZ: This is --

20          MS. KIESLING: -- in the law.

21          MR. FOLTZ: -- in the existing contract.  
22 The City's initial proposal would be for one  
23 mutual option for two years.

24          MR. CERRETA: But you've already done the  
25 two years.

1 MS. KIESLING: But there's an  
2 additional --

3 MR. FOLTZ: Yeah. For one mutual option  
4 for two years. This is an additional option  
5 for two years.

6 MR. REVOLDT: Mutual --

7 MS. BROWN: Mr. Foltz, I believe that's  
8 the bid specs, not the actual contract.

9 MR. FOLTZ: That's not the actual  
10 contract that was signed?

11 MS. BROWN: I believe that's the bid  
12 specs.

13 MR. FOLTZ: Well, I stand corrected then.

14 MR. REVOLDT: I'm looking at the -- I'm  
15 looking at the signed agreement, and it's on  
16 page 14. It is term -- it is option  
17 agreement. It talks about extending by  
18 mutual written consent for a two-year period.  
19 And the option period may be exercised within  
20 90 days of then current expiration. And this  
21 is dated August 29th, 2017.

22 MR. PETERS: All right. I'll tell you  
23 what we'll do. We -- I mean, this is  
24 obviously going to be a continued discussion.  
25 In the interest of time, let these kids get

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going, let's -- let's agree to continue this  
at a future meeting. Okay?

That concludes the agenda.

Is there a motion to adjourn?

MR. CERRETA: So moved.

MR. FOLTZ: Second.

MR. PETERS: All in favor?

MR. FOLTZ: Aye.

MR. PETERS: Aye.

MR. CERRETA: Aye.

MR. REVOLDT: Aye.

MS. KIESLING: Aye.

MS. WERREN: Aye.

MR. FONTE: Aye.

MR. PETERS: Opposed?

(No response.)

MR. PETERS: We are adjourned.

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(This proceeding concluded at 9:01 p.m.)

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