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CITY OF NORTH CANTON, OHIO
CITY COUNCIL

IN RE:)
)
 SPECIAL COMMITTEE)
 OF THE WHOLE MEETING)
)
) **TRANSCRIPT OF PROCEEDINGS**
)

Transcript of Proceedings, held 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 the offices of
North Canton City Hall, 145 North Main Street, North
Canton, Ohio, on Monday, the 14th day of January,
2019, at 9:18 p.m.

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APPEARANCES:

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

- - - - -

1 THE CHAIRMAN: I call to order the
2 Special Committee of the Whole meeting,
3 Monday, January 14th at -- what time is it --
4 9:18 p.m.

5 First up -- first up is personnel and
6 safety. Authorize the Mayor to enter into a
7 collective bargaining agreement between the
8 City and the North Canton Firefighter and
9 Paramedic Association. Pat, Laura --

10 MR. FOLTZ: I still think we should call
11 roll.

12 THE CHAIRMAN: Oh, I'm sorry. I
13 apologize. Can you please call the roll,
14 Tim?

15 MR. FOX: You bet.

16 THE CHAIRMAN: Thank you.

17 MR. FOX: Member Fonte.

18 MR. FONTE: Here.

19 MR. FOX: Member Werren.

20 MS. WERREN: Here.

21 MR. FOX: Member Peters.

22 THE CHAIRMAN: Here.

23 MR. FOX: Member Foltz.

24 MR. FOLTZ: Here.

25 MR. FOX: Member Kiesling.

1 MS. KIESLING: Here.

2 MR. FOX: Member Revoldt.

3 MR. REVOLDT: Here.

4 MR. FOX: Member Cerreta.

5 MR. CERRETA: Here.

6 MR. FOX: Seven present.

7 THE CHAIRMAN: Thank you, Tim.

8 Now, back to personnel and safety.

9 Collective bargaining agreement between the
10 City and the Firefighter and Paramedic
11 Association.

12 MR. DEORIO: Yes.

13 THE CHAIRMAN: Pat.

14 MR. DEORIO: Yes. We concluded these
15 negotiations that, in effect, was -- there
16 was language that needed to be cleaned up,
17 uniform usage of terms throughout the 45-page
18 document. We have completed that task. We
19 set out to give the chief more flexibility in
20 use of full- and part-time firefighters to be
21 able to fill shifts, and I think that was
22 good.

23 And, Laura, if you want to talk the
24 numbers.

25 MS. BROWN: Sure. This is a three-year

1 agreement, and there is an increase each year
2 of the agreement of 3 percent on wages across
3 the board for each position. And as Patrick
4 said, we also gain more flexibility in use of
5 part-timers, which helps keep the bottom line
6 in check.

7 MR. FONTE: So that's in line of what you
8 have done before?

9 Dominic Fonte.

10 MS. BROWN: Yes, this is in line of what
11 we have been doing with other bargaining
12 units that we have negotiated with in the
13 past year or two.

14 MR. FONTE: Thank you.

15 THE CHAIRMAN: Any other questions or
16 concerns for Pat or Laura on this one?

17 (No response.)

18 THE CHAIRMAN: And can you touch on why
19 an emergency clause is needed?

20 MS. BROWN: Their agreement expired
21 December 31st, so it would be best to get
22 this replaced as soon as we can. That limits
23 the amount of retroactive pays that we'll
24 have to process.

25 MR. FOX: Also, when -- for both the

1 union and the City, when there is a vote for
2 a collective bargaining agreement, there is a
3 requirement that you notify the State
4 Employment Relations Board, as well as the --
5 the other, whether it's the union or the
6 employer, within five days. So they compel
7 us to do it by emergency.

8 THE CHAIRMAN: Okay. Good with that?

9 MS. WERREN: Yep.

10 THE CHAIRMAN: All right. That will be
11 on the next agenda. That concludes personnel
12 and safety. Up next, ordinances, rules, and
13 claims -- claims.

14 Chairman Revoldt.

15 MR. REVOLDT: You have before you the
16 request for the administration to alter the
17 reporting requirements, placing the ultimate
18 supervisory authority in the hands of the
19 Director of Administration.

20 Patrick, have I adequately summarized
21 that?

22 MR. DEORIO: Yes. Tim had done a lot of
23 research on this, a request the position of
24 superintendent for permits and inspections is
25 different than chief building officer. Can

1 be two different people. And the present way
2 it's worded, the superintendent does
3 inspections, reports to the engineer, which,
4 in this case, our superintendent is our CBO,
5 which is SAFEbuilt. And I wanted that line
6 of reporting to be to administration, not to
7 the engineer.

8 THE REPORTER: "Not to" --

9 MR. DEORIO: -- "the engineer."

10 THE REPORTER: Thank you.

11 MR. REVOLDT: And, again, I think this
12 speaks to the theme of management oversight.
13 And I would -- are there any other questions
14 for -- Doug, any questions? Any other
15 questions from the Council or the
16 administration?

17 MR. FOLTZ: No questions from Doug Foltz.

18 MR. REVOLDT: And we'll have this
19 prepared for the agenda, emergency. And I
20 would note that the language is sufficient in
21 the ordinance. So we are good to go.

22 MR. FOX: Yes, sir. And, actually, that
23 is the entire Section --

24 MR. REVOLDT: That is the entire section.

25 MR. FOX: -- 139.03.

1 MR. REVOLDT: Thank you, Tim.

2 MR. FOX: Yes, sir.

3 MR. REVOLDT: So we are good -- we are
4 good on that.

5 THE CHAIRMAN: All right. Outstanding.
6 Thank you, sir.

7 Up next, community and economic
8 development.

9 Chairman Kiesling.

10 MS. KIESLING: Yes. Dove-tailing on
11 Daryl's addenda item, due to the
12 restructuring of the City's building
13 department, we are going to request and send
14 over to Planning Commission to review whether
15 they agree that the superintendent will
16 report to the Director of Administration, as
17 opposed to the City Engineer.

18 So we'll send that off to Planning to
19 make a decision; if that's okay, it will come
20 back to us, we'll go through the rigamarole
21 and make it happen. Make it happen. We
22 good?

23 MR. CERRETA: Sounds like a plan.

24 MS. KIESLING: Awesome. Second item on
25 the agenda is the Main Street Business

1 District again. There is one typo in the --
2 the first part, the -- why can't --

3 THE CHAIRMAN: Everhard.

4 MS. KIESLING: Yes. It's the title.
5 Thank you. Title. And it's also in the
6 actual legislation. It's Everhard Road,
7 North -- or Southeast and Southwest, not
8 Northwest and Southwest. I don't think. It
9 would be Southeast and Southwest. There is
10 no --

11 THE CHAIRMAN: That is correct.

12 MR. FONTE: Why don't we have the map
13 here anyhow, so we can kind of watch the map
14 if we have to double-check things?

15 MS. KIESLING: Ever --

16 MR. FONTE: It's not Northwest, to my
17 knowledge.

18 MS. KIESLING: Okay. I don't --

19 MR. REVOLDT: You know --

20 MS. KIESLING: But, you know -- no, there
21 isn't --

22 MR. REVOLDT: Larry asked that question,
23 and I don't think --

24 MR. DEORIO: There is no Southeast.

25 MS. KIESLING: Yeah, that would be

1 Southwest, right.

2 MS. BROWN: I believe it's Southwest.

3 MR. DEORIO: Just Southwest.

4 MS. KIESLING: There is no Northwest.

5 MR. FONTE: It's --

6 MR. REVOLDT: Well, it's --

7 MR. FONTE: I'm --

8 MR. FOX: Well, if you go to the
9 auditor's site and you pull up the
10 intersections, it's listed. So that's what I
11 followed.

12 MR. REVOLDT: It's Northwest?

13 MR. FOX: Yes.

14 MS. KIESLING: Well, I --

15 MR. REVOLDT: Here's --

16 MS. KIESLING: -- wonder --

17 MR. REVOLDT: Here's the reason, is that
18 Everhard Road constitutes the division
19 between zip code 44720 and 44709. And as I
20 was --

21 MS. WERREN: Yep.

22 MR. REVOLDT: -- explaining to Larry, I
23 think originally that -- my mailing address
24 is technically Canton, Ohio.

25 MS. WERREN: Mine is, too. Right.

1 MR. REVOLDT: Northwest.

2 MS. WERREN: Mine, too.

3 MR. REVOLDT: So --

4 MR. FONTE: So is it right or wrong?

5 MS. KIESLING: I think it's right.

6 MR. FOX: I went --

7 MR. REVOLDT: If you look --

8 MR. FOX: I went to the intersection --

9 MR. REVOLDT: The auditor's Web site?

10 MR. FOX: Yes.

11 THE REPORTER: Guys, guys --

12 MR. FOLTZ: Hold up. We have to -- one
13 at a time for the clerk, please.

14 THE REPORTER: Thank you.

15 MR. FOLTZ: Try to think of that.

16 MR. REVOLDT: Mr. Fox -- Daryl
17 speaking -- you have gone to the auditor's
18 Web site, and that reflects -- this language
19 reflects the auditor's Web site?

20 MR. FOX: Yes, sir.

21 MS. KIESLING: Marcia speaking. It's my
22 committee, and I agree. Thank you. We will
23 not make any changes.

24 THE REPORTER: Guys, listen, I know who
25 you are. It's just -- don't talk at the same

1 time.

2 MS. KIESLING: One at a time.

3 THE REPORTER: Then we're good.

4 MS. KIESLING: Mark, did you want to say
5 something?

6 MR. CERRETA: I was going to say the
7 exact same thing. It doesn't hurt to put
8 them both in. So that's great.

9 MS. KIESLING: Good. All right. So we
10 are going to start that legislation again.

11 MS. WERREN: All right. Good.

12 MS. KIESLING: Item number 3 is another
13 resolution we are going to send over to
14 Planning Commission, if everybody agrees, to
15 restrict gas stations on Main Street only,
16 between Seventh Street Northwest and
17 Northeast, to Glenwood Southwest.

18 And the reasoning, which is stated in the
19 title, is to maintain and promote the
20 esthetic features of Main Street as a core
21 area for retail, sales, and service.

22 MR. FONTE: I think that's a great idea.

23 MS. KIESLING: Which I agree, as well.

24 MR. DEORIO: And Council is free to
25 change the street, topography. I put that in

1 there, trying to just tie into what we are
2 looking to do with the Downtown Redevelopment
3 District.

4 MS. KIESLING: Uh-huh.

5 MR. DEORIO: But you are -- it's just my
6 idea. It's what the seven of you want.

7 MS. KIESLING: Yep.

8 MR. REVOLDT: If I might suggest, I'd
9 like to see us expand the boundaries to
10 Hallum on the south and Applegrove on the
11 north. We have a number of sites that would
12 lend themselves to the installation of a --
13 of a gasoline station and/or convenient
14 store; for example, Hostetler Automotive.

15 MS. KIESLING: Yes.

16 MR. REVOLDT: Okay? I don't think that's
17 something that we want.

18 MS. KIESLING: Huh-uh.

19 MR. REVOLDT: I would not want to see a
20 Get-Go at Waterside and South Main Street.

21 MS. KIESLING: No.

22 MR. REVOLDT: And as you push your way
23 north above Seventh Street, there are a
24 number of potential locations, for example,
25 the former Duke station. I am not sure that

1 we would like to have a fuel station back at
2 that location.

3 MR. FONTE: Huh-uh.

4 MR. REVOLDT: So I just -- I'm concluded.

5 MR. CERRETA: Okay. Question about that.

6 And this is from a legal perspective, Tim.

7 There are already two gas stations within
8 that, right?

9 MS. KIESLING: Right.

10 MR. CERRETA: This is for new?

11 MS. KIESLING: Correct.

12 MR. CERRETA: Now, are you stifling
13 competition and giving those people that are
14 there already a competitive advantage? Is
15 that something we are able to do? You are
16 really saying that those are our two gas
17 stations and there will be no more?

18 MR. DEORIO: That's what you said with
19 used car dealers, too.

20 MR. CERRETA: Pardon me?

21 THE REPORTER: Say again.

22 MR. DEORIO: That's what you said with
23 used car dealers, when they amended the
24 ordinance in 2003, to eliminate, no more used
25 car dealerships.

1 MR. CERRETA: I would say --

2 MR. DEORIO: I would suggest --

3 MR. CERRETA: I would say the same thing
4 about them at this point, too. Are you -- is
5 there an issue there, legality-wise, that
6 says, okay, you got two there, this is all we
7 want; they pretty much rule now?

8 MR. FOX: To be honest, they can always
9 bring that up, and that's why they have
10 lawyers and courts.

11 MR. CERRETA: Okay. Just wanted to bring
12 that up.

13 MR. FOX: That gas station then will
14 bring that action, and the courts look at
15 political subdivisions have the authority to
16 zone reasonably. And so long as it appears
17 that we are making a reasonable argument to
18 the court.

19 MR. CERRETA: I think it's great for
20 esthetics, but you just have to be careful
21 that you are giving an advantage to the
22 people that are already there and not to have
23 any competition whatsoever by doing this.
24 So --

25 MR. FOX: So --

1 MR. CERRETA: -- I'm fine with it, but as
2 long as we are legally able to do that.

3 MR. FOX: The -- the new boundaries are
4 Applegrove and --

5 MS. KIESLING: Hallum, Southwest.

6 MR. FOX: -- Hallum.

7 MR. REVOLDT: To be more specific, Tim,
8 we are talking about south -- North Main
9 Street, south of Applegrove?

10 MS. KIESLING: Uh-huh.

11 MR. FOX: Okay.

12 MR. FONTE: How far down? All the way?

13 MR. REVOLDT: I would go to Hallum.

14 MS. KIESLING: Hallum.

15 MR. FONTE: Okay. Good idea.

16 MR. DEORIO: It goes --

17 MR. HELD: That's a good point.

18 MR. FONTE: No. Yeah, I think it's a
19 great idea.

20 MR. FOX: Yes, sir.

21 MS. KIESLING: And quick question, Tim.
22 Therefore, once we rezone, if we rezone, if
23 the gas station burns down, they cannot put
24 another gas station? That would be a
25 nonconforming use, correct? Would that site

1 be grandfathered, or that owner?

2 MR. FOX: It depends. I'd have to
3 double-check. But often, if construction
4 involves more than --

5 MS. KIESLING: Yes, there is a number.

6 MR. FOX: -- 50 percent, something along
7 that.

8 MS. KIESLING: Right.

9 MR. FOX: And what I want to do is see if
10 the law has changed. They would remain a
11 legal nonconforming, and you can do certain
12 basic repairs and things like that. They
13 couldn't expand their footprint.

14 But I'll double-check to see if it had
15 changed. But, indeed, I believe it was at --
16 if -- if there was a necessity for repair,
17 that it was somewhere around, like, 50
18 percent benchmark. They couldn't go beyond
19 that.

20 MR. DEORIO: And, Mr. Law Director, if
21 you could refresh the Council on how -- what
22 kind of thing -- an entity on South Main
23 Street, what happens if they -- that entity
24 was out of business, and they were one that
25 was grandfathered in, how long would they

1 have before another place could open up and
2 maintain --

3 MR. FOX: Yes, sir. It's two years they
4 have that someone else can come in. But if
5 they vacate the premises and more than two
6 years passes, and there is no evidence that
7 they are conducting business as that type of
8 operation, then they have lost the use of it
9 as a legal nonconforming and they must comply
10 with the correct status of the law.

11 And the reason the Administrator and I
12 are -- are brushed up on that is because we
13 have had this -- this issue for maybe the
14 past six months or so, the concern of a used
15 car lot that closed. And it didn't begin --
16 it was sold, and then they tried to begin
17 operations outside the two years. And,
18 unfortunately, they were unable to do so,
19 because they have lost the legal
20 nonconforming use.

21 MS. KIESLING: Okay. Mark.

22 MR. CERRETA: Well, that goes along with
23 another question I have. Okay. Say one or
24 both of those -- I mean, that Sunoco station
25 just finally came back. I mean, it was

1 hurting for a while. So I'm glad to see it
2 doing well. And the Marathon, people around
3 there really rely on them. One of those go
4 down, we have no -- we have to go how far to
5 get gas? What kind of economic development
6 is that in our community?

7 MR. FONTE: You just --

8 MS. WERREN: Applegrove.

9 MR. CERRETA: That's a long way for
10 someone who is -- for a little small town,
11 going a long way, but still --

12 MS. KIESLING: Two blocks.

13 THE REPORTER: Guys, guys --

14 MR. CERRETA: It's still a long ways when
15 you are running out of gas.

16 MR. FOLTZ: One at a time, please.

17 MS. WERREN: Right.

18 MR. CERRETA: So just a thought pattern
19 there, that if you are -- one of those goes
20 out -- let's say the Marathon goes out.
21 Where do you get gas then if you live on the
22 south? You go all the way to Portage? Is
23 that where you go? Okay. That's pretty far
24 away. Convenience-wise, that's not the
25 greatest thing in the world for our -- our

1 downtown community.

2 MS. KIESLING: I don't know. Portage,
3 Easthill, Everhard.

4 MS. WERREN: Get-Go.

5 MR. REVOLDT: Whipple.

6 MR. CERRETA: Going out of the City. You
7 are going out of the City to go get gas.

8 MS. KIESLING: And that's okay, if we
9 agree. Is it okay if I send it off to
10 Planning?

11 MR. CERRETA: Sure.

12 MR. REVOLDT: Yep.

13 MS. KIESLING: All right.

14 MR. CERRETA: Let them work on it.

15 MS. KIESLING: All right. And then,
16 Jeff, I'm going to take one of hers. I'm
17 going to take the Chamber agreement. I don't
18 know why it ended up on Finance. I mean, I
19 guess I understand why. Tim probably put it
20 there. But it has always been on my
21 committee.

22 THE CHAIRMAN: Okay.

23 MS. KIESLING: The agreement was laid out
24 at our places, and I -- correct me if I'm
25 wrong, Pat and Tim, haven't changed, correct?

1 MR. FOX: Correct.

2 MS. KIESLING: So we are going to go
3 ahead and re-up it for a year. Actually, it
4 ran out in August.

5 MR. DEORIO: Yes, I've asked --

6 MS. KIESLING: At that time --

7 MR. DEORIO: Yes, I have asked for it to
8 come to your committee. The agreement
9 expired in August. I'm not comfortable
10 continuing it, issuing a PO, without an
11 agreement. So what I would like to do is
12 have -- I'd like to continue it as is for
13 now. To the extent that there is some other
14 need that the Chamber is asking us to fill,
15 I'm not aware of that at this time. But I
16 understand there have been things
17 circulating. And you can bring that back.

18 Administration is filling out -- we have
19 got two more administrative assistants that
20 we are engaging to be on our team. These are
21 functions that may come from this agreement
22 and that they may end up doing. I don't
23 know.

24 MS. KIESLING: Yeah.

25 MR. DEORIO: I'd like to have that

1 flexibility when we sit down and talk about
2 what we are -- we can do. This is an
3 agreement that was done before I became the
4 Administrator --

5 MS. KIESLING: Right.

6 MR. DEORIO: -- before we restructured
7 the administration, so I'm not sure it even
8 fits with the style of operations that we are
9 doing. So that needs to be looked at, as
10 well.

11 So I just ask that -- that we continue --
12 we enter into a formal agreement and continue
13 where we were. And then if there is
14 something else that's out there that needs to
15 be discussed, I can bring it back to Council.

16 MS. KIESLING: That would be great. And
17 I'm under the assumption it will go through
18 the end of September then, as the last one
19 did? Or do you want it to go all the way
20 through to --

21 MR. DEORIO: I would like to try to get
22 some uniformity with -- to the extent we can,
23 with our contracts, so we could go to the --

24 MS. KIESLING: December?

25 MR. DEORIO: -- end of the year. Yeah.

1 MS. KIESLING: That's fine. Everybody
2 okay with that? They do give monthly
3 updates. They are a little benign, but
4 that's purposeful. If you have any
5 questions, you can always call Doug, you can
6 always call Patrick, and get your questions
7 answered. That would be great.

8 Yes, Mark.

9 MR. CERRETA: I would like to see -- and
10 we are paying for performance here, what it
11 comes down to. And I'd like to -- I would
12 like to see more of these monthly -- I
13 didn't -- I didn't see but half -- not even
14 half of these.

15 MS. KIESLING: I get them. And I
16 apologize.

17 MR. CERRETA: Okay. And -- well, and I'd
18 like to see them up here explaining to us
19 what they are doing. Part of this whole
20 thing was that they would report to us what
21 they are doing.

22 Just like anything else, this is
23 taxpayers' money. This isn't ours. So we
24 need to see performance based on what we pay
25 them. So it's a pay for performance type of

1 thing. And if they want more the next year,
2 I want to know -- a report on what they did
3 throughout the year and why they would want
4 it the next year. So --

5 MS. KIESLING: I would agree.

6 MR. CERRETA: So have them up here and
7 talk to us about that. We are -- we are
8 responsible for this money, not to just give
9 it out because they got two -- two houses
10 down and they are good guys, and they work
11 hard to make our community. But we need to
12 see some facts with that.

13 MR. HELD: Well stated.

14 MS. KIESLING: Jeff.

15 THE CHAIRMAN: Was there a year-end
16 report?

17 MR. REVOLDT: No.

18 MS. KIESLING: No, not that I saw.

19 MR. FONTE: Well, the thing is, it just
20 came out in December.

21 MR. DEORIO: It was just a monthly --

22 MS. KIESLING: That was --

23 MR. DEORIO: -- report.

24 MS. KIESLING: -- a monthly --

25 MR. DEORIO: -- that I forwarded to

1 the --

2 MR. FONTE: That's all --

3 MR. DEORIO: -- chairperson.

4 MS. KIESLING: Doug.

5 MR. FOLTZ: Yes. It's in the Schedule A,
6 if you look, meet monthly with City
7 administrators to discuss activities,
8 addressing Council quarterly to discuss
9 plans, progress, et cetera.

10 I'm happy with the quarterly report.

11 MS. KIESLING: Uh-huh.

12 MR. FOLTZ: Just have them meet the
13 requirements of Schedule A.

14 MS. KIESLING: Yeah.

15 MR. FOLTZ: Then we'll all be in the
16 loop.

17 MR. CERRETA: I realize there are some
18 things that really --

19 MS. KIESLING: You -- exactly.

20 MR. FOLTZ: Yeah.

21 MR. CERRETA: -- you can't come up here
22 and just blah, blah, blah, blah. So -- but
23 we need to be informed a little bit better on
24 that, and know exactly how they are promoting
25 and if we agree with how they are promoting

1 our community.

2 And, normally, they are doing a great
3 job. I'm not -- but I'd like to see that,
4 for anybody else that comes beyond this.

5 MR. REVOLDT: Could we put this on for
6 just a first reading? Don't adopt it on
7 emergency. Number two is -- we can do it
8 later, not emergency. But give us a first
9 reading.

10 Number two is collect and circulate all
11 12 of the reports, so everybody has got a
12 look, to your point, about what has been the
13 performance.

14 And then I have -- Tim, would you take a
15 look on page 7, under term and termination.
16 See if we can rework that language a little
17 bit.

18 MR. FOLTZ: Where you at, Daryl?

19 MR. REVOLDT: I'm on page 7, item 9, term
20 and termination. It seems to be cumbersome.
21 I would like something give 30 days' notice
22 and we are done. Period. I don't think we
23 have to have cause.

24 MR. FONTE: For any --

25 MR. REVOLDT: Terminated.

1 MR. FONTE: For any reason, 30-day
2 written --

3 MR. REVOLDT: Yeah.

4 MR. FONTE: -- notice, termination.

5 MR. REVOLDT: Yeah.

6 MS. KIESLING: I wasn't going to put it
7 on as emergency, but why -- I'm sorry. I
8 didn't see your hand.

9 MR. REVOLDT: It would be no.

10 MS. KIESLING: Oh, was there a reason you
11 didn't want to?

12 MR. REVOLDT: No. Well, what I want to
13 do before we finally adopt it, I want to make
14 sure we look at the 12 previous reports, and
15 we have a contract that, at least it's my
16 view, might be more amenable.

17 THE CHAIRMAN: I agree with that.

18 MS. KIESLING: That's fine. I don't have
19 all -- I don't even think I got all 12.
20 So --

21 MR. CERRETA: Can we do our little
22 emergency and then maybe on the second
23 reading --

24 MR. REVOLDT: Oh, yeah.

25 MS. KIESLING: Well, yeah.

1 MR. REVOLDT: Let's just get --

2 MS. KIESLING: We can put --

3 MR. REVOLDT: -- going.

4 MS. KIESLING: -- the clause in.

5 MR. REVOLDT: Okay.

6 MS. KIESLING: Thank you, Tim.

7 And David.

8 MR. HELD: Yeah, just one small issue.

9 They come out with their magazine, and it
10 would be nice if -- the City to be
11 represented in that, rather than paying for
12 an ad.

13 THE CHAIRMAN: Good point.

14 MR. CERRETA: There you go.

15 MR. REVOLDT: Things like that, we need
16 to --

17 MR. HELD: You know, because we were
18 asked to pay for a \$100 ad.

19 MS. KIESLING: Pat, can you please ask
20 them?

21 MR. HELD: No. No. They asked us --

22 MS. KIESLING: No --

23 MR. HELD: -- for a \$100 --

24 MS. KIESLING: Already they have?

25 MR. HELD: Yeah.

1 MS. KIESLING: I'm sorry, that made me
2 laugh.

3 MR. FONTE: Tell them to credit --

4 MR. HELD: It's -- it's silly.

5 MS. BROWN: We also pay for our Chamber
6 membership. So that's on top of this, as
7 well.

8 MS. KIESLING: I think --

9 MS. WERREN: I think that's typical,
10 though.

11 MR. REVOLDT: What do we pay for
12 membership?

13 MS. BROWN: I believe it's \$115, but I
14 have to check. Not -- not any more than a
15 \$100 ad.

16 MR. HELD: It's just the -- the whole
17 thing is --

18 MR. REVOLDT: All right. Tim, might you
19 provide a clause that states that during the
20 term of this contract, the Chamber shall
21 provide, without cost, membership and
22 advertising?

23 MR. FOX: Yes, sir.

24 MS. WERREN: Seems petty on our part.
25 Like, who cares?

1 MR. CERRETA: I agree.

2 MR. REVOLDT: I don't care.

3 MR. CERRETA: I don't mean to --

4 MS. WERREN: It seems silly.

5 MR. HELD: I think what it really
6 represents is that there is -- there is, you
7 know, an aspect of if you are going to work
8 in partnership, it has to be -- there has to
9 be a two-way street.

10 MS. WERREN: I disagree.

11 MR. HELD: I think it is real important
12 that when we are -- when we are at the
13 Chamber of Commerce -- if we are giving
14 \$12,000 to the Chamber of Commerce, the City
15 should at least be represented in their
16 Chamber of Commerce --

17 MS. WERREN: That's fine.

18 MR. HELD: -- newsletter.

19 MS. WERREN: But as far as --

20 MR. HELD: I mean, we shouldn't have to
21 pay \$100 in addition for that.

22 MS. WERREN: Everybody does different
23 things. It's back and forth --

24 MR. HELD: I understand. But, I mean,
25 the City of North Canton -- yeah.

1 MS. WERREN: Okay. The City of Canton,
2 it's a lot more money; it gives a lot more
3 money to the Chamber downtown. And they have
4 a membership.

5 MR. HELD: Do they have --

6 MS. WERREN: And it seems petty we are
7 talking about this at this point.

8 MR. FONTE: I would -- Dom. I would
9 recommend, Dave, that, you know, \$1,000 a
10 month, that's fine, as long as we get, you
11 know, reports on what it is they are
12 accomplishing.

13 I get the mailings, you know, every month
14 at my office. And our company is a member.
15 So I don't have a problem paying the
16 membership. But I think that, you know,
17 there should be something, you know, maybe
18 Council or just something about the City. It
19 doesn't have to be an advertisement. Just
20 something happening, what news is happening
21 around town.

22 MS. WERREN: I mean, they --

23 MR. FONTE: They can talk to Patrick or
24 you.

25 MS. WERREN: They can do a block about

1 what we are doing, write a paragraph about
2 economic development.

3 THE CHAIRMAN: In defense of Doug, from
4 his message from the president, he does
5 bullet points. He does talk about what's
6 going on in the City.

7 MS. WERREN: That's a good point.

8 THE CHAIRMAN: So, you know, he does
9 represent. But I understand both -- both
10 points. I would agree with Stephanie on the
11 membership. I think that's kind of
12 ticky-tacky. I don't see any reason why we
13 shouldn't pay for our membership. But we
14 should certainly be represented in the
15 newsletter maybe a little more prominently.
16 I mean, that's probably a discussion that we
17 can have.

18 MS. WERREN: It's a hard one.

19 THE CHAIRMAN: It's a hard box.

20 MS. WERREN: Yeah.

21 THE CHAIRMAN: I mean, that seems a
22 little ticky-tacky to me, but I think
23 there -- certainly can be accomplished --

24 MR. HELD: I agree.

25 THE CHAIRMAN: -- in conversation between

1 Pat and Doug --

2 MR. HELD: Very well stated.

3 THE CHAIRMAN: -- to work something out.
4 Can we agree on that?

5 MR. CERRETA: I'm -- I'm going to say the
6 same thing, basically, in a different way. I
7 think, you know, they probably have a
8 membership drop that goes to different
9 things. They probably have dues that goes to
10 a complete different thing. So it's not like
11 we're one thing. And they probably have a
12 different report that shows what they are
13 getting.

14 So I don't think -- you know, let's
15 look -- let's keep doing what we have been
16 doing, but let's look at this membership,
17 this thing we are giving them. I mean,
18 this -- we can -- they can justify and we can
19 justify giving some money for -- for
20 advertising or even -- like every other
21 business in town given a membership. But
22 let's kind of settle on this \$12,000 here.

23 I agree that's kind of petty.

24 MS. WERREN: Yeah, different -- we hired
25 them. Before you got here, Pat, the idea is

1 we were hiring them to provide us a service.
2 We couldn't do economic development within
3 our own building, for whatever reason. They
4 were hired. If we don't feel like they are
5 doing the job they need to be doing, then
6 that's a different question. But we don't
7 need to start to nickel and dime them, and
8 saying, well, we are giving you this, so you
9 give us this.

10 MR. CERRETA: Agreed.

11 MS. WERREN: They are Chamber
12 memberships. That's their job. That's how
13 they run their business. That's how they
14 make their money.

15 MR. CERRETA: Agreed.

16 MR. FONTE: Agree.

17 MR. DEORIO: And let me be clear. They
18 do -- I like working with Doug. And when I
19 did this in 2017, though, I was the Deputy
20 Director. And to your point, we didn't have
21 the capability to do that, but through, you
22 know, leadership here from the Mayor, we were
23 staffing up. We're getting to that point
24 where we are able to handle more things
25 in-house. And this could be a portion of

1 that.

2 MS. WERREN: Yes.

3 MR. DEORIO: I don't want you to think
4 that just by bringing it up, it was a matter
5 that I don't appreciate all that was done and
6 could be done. It was just a matter that we
7 don't have an agreement.

8 MS. WERREN: Yep.

9 MR. DEORIO: And I have a Finance
10 Director who is very good. And I don't want
11 to continue that until we have something in
12 place. So as far as I'm concerned, you know,
13 I'm not going to pay -- I'm not going to put
14 in a PO until we have an agreement.

15 MS. WERREN: All right.

16 MS. KIESLING: Justified. And I think
17 the only change we want to the contract to
18 amend is 30 days without cause -- or with
19 cause, I mean.

20 MR. FONTE: Any cause, no cause.

21 MS. KIESLING: No cause. And that's my
22 committee.

23 THE CHAIRMAN: Okay. Next up, finance
24 and property. Chair over there.

25 MS. WERREN: So it appears we would like

1 to buy a vehicle for -- is that \$225,000,
2 Laura?

3 MS. BROWN: Yes. This is an ambulance
4 that was part of this year's budget. We
5 budgeted \$250,000. The Fire Chief is here,
6 if you have any specific ambulance questions.
7 But I will tell you that, typically, he will
8 go out and order an ambulance. This year, he
9 was able to find a demo model. It has very
10 few miles. We'll get the full, brand new
11 warranty, and we'll save \$25,000 by
12 purchasing that ambulance, if we can do it
13 with some speed --

14 MS. WERREN: Okay.

15 MS. BROWN: -- so he can go ahead and
16 secure that.

17 THE CHAIRMAN: Outstanding.

18 MR. CERRETA: Does it come in fire engine
19 red?

20 THE FIRE CHIEF: It comes in the exact
21 color we were going to order.

22 MR. FONTE: Fire engine red.

23 MS. WERREN: We'll put that on the
24 agenda. So do you need that -- you're going
25 to need that --

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THE CHAIRMAN: Yes.

MS. WERREN: Great. That's it.

THE CHAIRMAN: That concludes the agenda.
Motion to adjourn.

MR. FOLTZ: Motion.

MR. REVOLDT: So moved.

MS. KIESLING: Second.

THE CHAIRMAN: Those in favor?

MR. FOLTZ: Aye.

MR. REVOLDT: Aye.

THE CHAIRMAN: Aye.

MR. CERRETA: Aye.

MS. KIESLING: Aye.

MS. WERREN: Aye.

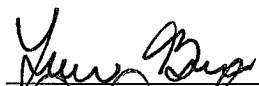
MR. FONTE: Aye.

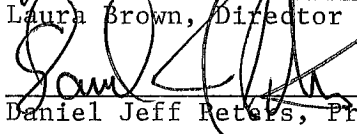
THE CHAIRMAN: Those opposed?

(No response.)

THE CHAIRMAN: Adjourned.

(This proceeding adjourned at 9:45 a.m.)



Laura Brown, Director of Finance


Daniel Jeff Peters, President

