

**COUNCIL AS A WHOLE COMMITTEE MEETING  
MINUTES  
TUESDAY  
DECEMBER 18, 2012**

Council President Mr. Morley opened the meeting at 7:00 p.m.

MOMENT OF SILENCE

Mr. Morley asked all to share in a moment of silence in remembrance of the tragedy at Sandy Hook Elementary School in Newtown, Connecticut.

ATTENDEES

Members of Council in attendance were Mrs. Quinn-Hopkins, Mr. Licht, Ms. Vaughn, Ms. DePledge, Mr. Hoefle, Mr. D'Ambrosio and Council President Mr. Morley. Also attending was Council Clerk Mrs. Cendroski.

Those attending from the Administration were Mayor Andrzejewski, Law Director Klammer, Finance Director Slocum, Service Director Semik and Fire Chief Whittington. City Engineer Gwydir was absent and excused.

LEGISLATION PROPOSED

There was no Legislation Proposed.

LEGISLATION PENDING

There was no Legislation Pending.

MISCELLANEOUS

RESOLUTION OF SUPPORT: NON-EMERGENCY & EMERGENCY SHARED SERVICES AGREEMENT

Mr. Morley: I know there were a few questions from Council. Are there any questions for Mr. Semik?

Mr. D'Ambrosio: I spoke with Mr. Semik and he answered by questions. They were not anything big. I just wanted to make sure I understood it properly. I am fine with it.

Mr. Licht: I see that the majority of this is for sharing of capital equipment and expensive road equipment specifically. Is there a list where we can see what equipment is available – I know there is a data base and that the snow plows are not on that list?

Mr. Semik: We have a list that we entered into the data base with the rest of the communities. It is a shared list between the communities. Once the data base is up and running I will give you the site.

There were no further questions.

LIQUOR LICENSE REQUEST: BULLBAR, LLC DBA BULLBAR, 36091 VINE STREET, EASTLAKE

Mr. Morley: Mr. D'Ambrosio?

Mr. D'Ambrosio: We spoke about this last week as it was on Communications and Petitions. We were not going to have a Committee meeting between the two Council meetings so I discussed it with Committee member Mrs. Quinn-Hopkins. Mr. Hoefle was not available. We decided to move this forward for vote tonight. There were no objections from the Administration or Police Department. I will make a motion on this during my report.

AGREEMENT: CITY OF EASTLAKE & VILLAGE OF TIMBERLAKE: FIRE PROTECTION AND RESCUE SQUAD SERVICES

Mr. Morley: Also under Miscellaneous is the agreement with the Village of Timberlake to continue the fire protection and rescue squad services. Mr. Slocum?

Mr. Slocum: To my surprise Saturday afternoon I was contacted by the Mayor of Timberlake as I had been dealing with him earlier in negotiations. He indicated they wanted to reopen negotiations with the City for the fire service. I did not inquire as to why. I could care less and felt that getting this contract was important. After some discussion with him I proposed that we would do it for \$85,000 for the first year with any changes in the CPI for years 2 and 3. He indicated that his Council would support that. I then contacted the Mayor as he was not aware of the call or the details in the agreement. He was in favor of it. I got back with the Mayor of Timberlake and said that the Mayor had agreed. I think actually before that I spoke with Council President Morley and renewed the offer there and told him the Mayor was in favor of it. I told the Mayor of Timberlake that I thought we had a deal. That is what we have here tonight.

Mr. Morley: I saw the emails going back and forth. Mr. Klammer, you checked it? I reviewed it today.

Mr. Klammer: Mrs. Cendroski caught some clerical issues. I did not draft the agreement so I went back to Mr. Germano – he did not indicate that he had any objections to the changes as they are not substantive except for the addition of the CPI.

Mr. Slocum: In agreements in which we are dealing with the changes in the CPI – a lot of times municipalities have not gotten into that type of formal repricing. I believe it is fair for both communities. I used that previous in my career with Maple Heights and dealing with Bedford. The one thing I added is that we are going to reprice based on the CPI as of November of this year compared with November of next year and then November, 2014 for a succeeding year. As the November CPI index is now known I had that put into the contract. Other than that I had no other substantive changes as all.

Mr. D'Ambrosio: Mr. Slocum – other than the \$85,000 and the CPI the language is basically the same?

Mr. Slocum: The language is the same. We will be doing the billing for any ambulance runs. This is consistent with the previous agreement also. That we will not bill their residents if their insurance does not pay – that is consistent with the way we operate here. If we would choose to change that here that would not change for the length of this agreement because we are agreeing not to do that. They did agree in the event we break fire equipment during the course of responding to something in Timberlake that they would reimburse the City for any cost of repair. But, again, that is consistent with the previous agreement. I did show the Chief the contract earlier but I have heard nothing back.

Chief Whittington: I did not see anything in the contract. As far as the process obviously we are happy because what is best for the residents of Timberlake is our Fire Department being able to get over there in a timely manner. I was pleased to see this. Obviously, the financial aspect for the City is important but I can turn my chair around in my office and see a quarter of the Village from my window. Knowing that something may be going on over there and having to wait for another city to get there would be quite disturbing. I am very pleased we are back in the position to give the residents of Timberlake a timely response and to continue to serve them as we have for many decades.

Ms. DePledge: I have a question about the agreement as this is the first time I have seen it and I want to understand it. Please clarify under 2(b) “From January 1, 2014 to December 31, 2014 the annual fee of Eighty-Five Thousand Dollars (\$85,000.00) shall be adjusted by the percentage of the increase or decrease in the Consumer Price Index (CPI) calculated by the US Department of Labor, Bureau of Labor Statistics, for the month of November, 2012 (230.221) and November, 2013, payable monthly in advance commencing January 1, 2014.” Will the CPI be adjusted by the difference in the CPI between those two months or is it a percentage of the difference?

Mr. Slocum: Let me give you an example. Right now at the end of November the index was 230.221. That now becomes a denominator – an equation. So, next year it is 235 that will be 1.02 and we then multiply the 1.02 times the \$85,000.

Ms. DePledge: I wanted to make sure I understood that. The other thing I wanted to make sure I understood was in paragraph (c) the numbers you are going to use are November, 2012 and November, 2014 – not 2013?

Mr. Slocum: It is 2012. That prevents any type of compounding.

Ms. DePledge: Okay, I understand why you are doing it now. I just wanted to make sure I understood. The 2012 is the base year of the contract and that is why you are sticking with that number.

Mr. Slocum: If I was sitting in the Village Hall this evening discussing this I would tell you this is a very fair way.

Ms. DePledge: I am sure it is fair. I just wanted to make sure I understood it. Now I do and I am good with it.

There were no further questions.

ADJOURNMENT

The meeting was adjourned at approximately 7:11 p.m.

dac

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_