

**MINUTES OF RAVENNA CITY COUNCIL COMMUNITY AND ECONOMIC
DEVELOPMENT COMMITTEE
February 19, 2019**

The Meeting of the Ravenna City Community & Economic Development Committee was called to order at 6:55 P.M. by Chairman Bruce Ribelin. Present were Scott Rainone, Andrew Kluge, Rob Kairis, Amy Michael, Paul Moskun and Joseph Bica. Also attending the meeting were Mayor Frank Seman; Finance Director, Kimble Cecora; City Engineer, Bob Finney; Police Chief Jeff Wallis; Utility Billing Supervisor, Mike Reynolds; Larry Silenius of 123 North Walnut Street, Ravenna, Ohio and Clifford Soudil of 434 Woodland Street, Ravenna, Ohio.

Mr. Ribelin said the item for discussion is the Memorandum of Understanding regarding the payment of a consultant for economic development. Rather than being an employee of the City or Township, this person will be a contract consultant. If they pass this, they are giving the mayor permission to move ahead on it. The Township has already passed this and signed it so it would be nice if they could get rolling on this. It has been awhile coming. They've been talking about this for at least two years.

Mr. Kairis said he has a lot of concerns about it. The basic concern is that it's not ready because there are a lot of missing pieces. The Memorandum talks about a professional services agreement between the City, Township and the consultant. He's yet to be presented with that. It's odd that they would have a Memorandum of Understanding based upon an agreement that they don't even see. He doesn't understand why that's the case. It was two years ago and they've done a lot of talking about it. Some of the assumptions he had, based upon this discussion that are not being followed through. This being an independent contractor is something that always concerns him. Why did they put everything on hold two years ago and now they have to rush through this now? Nothing has happened with it in terms of being presented to this Council.

Mr. Ribelin explained that they have been waiting on this Memorandum of Understanding for a few months.

Mayor Seman said they've been waiting on the two lawyers to get together on this. That's been going on for two or three months, getting the Memorandum in place. The feeling was an agreement was needed between the Township and the City before proceeding with the actual search. Attached is the job description for the position. If you go through that, it lays out what the expectations are and this will be somewhat of a work in progress because it is relatively new. Although they have been doing this with an HR person, it will be a little bit different with the Economic Development Director. The idea was to be able to advertise the position. Beyond what is available, what is it Mr. Kairis needs to know?

Mr. Kairis said he'd like to see the professional services agreement that is stated in the MOU. This talks about a consultant. It says Economic Development Director and Department. He doesn't think this is written well. It's confusing to him as to what they are agreeing to. If this was just an agreement that the City will pay a certain and the Township will pay a certain amount, that's fine but there is a lot of other stuff in there. He just doesn't know what it means at this point.

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Maybe he had some understanding at the time, but now he's confused. The job description doesn't help. The job description talks about a person they want to hire. A consultant is not a person they hire, in that sense. If they hire somebody, what are the expectations? Is this person working 40 hours a week for them? That's a job, not a consultant. Maybe the person takes Mondays off; is that okay? They would really sacrifice the control over a person for the sake of not paying them benefits. He thinks that's the reason behind this. He doesn't know if that's the right way to go. There are other little things. It says this person reports to the City Mayor and the Township Trustees. That's a total of four people. Does that mean each one of them has an equal vote? There are a lot of missing pieces he doesn't understand. He doesn't understand exactly what the position would be; how would the City have any control, because the City has the biggest stake in this than anybody else. There are blanks where the dollar amounts should be.

Mayor Seman said Mr. Kairis knows the amounts; they've talked about that a million times. He did not write this; it was done by the two lawyers. They didn't like the job description and they've been working with a representative from the Township and Peggy DiPaola and himself on this piece. He can tell them, and they may not approve of it; but many hours went into it. It's unusual for the Township to approve something before the City and that's not a reason to go ahead. If they are unhappy, he'll put it on hold and he will get together with Mr. Kairis and go over it. He's surprised at this stage of the game that this is where they are. If this is unacceptable, they have to tell Mr. Cimino and then get it changed to where it is acceptable.

Mr. Kairis asked if there is a draft to the professional services agreement they plan to have this consultant sign.

Mr. Ribelin said that as far as the money is concerned and how much is going to be paid, it states on Page 1 that the Core Group is agreeing to pay for a three year period of time, \$38,500. On Page 2, it says the City's share total fee will be \$50,000 per year for three years. The Township amount is \$15,000. He thinks one of the reasons why this person is not going to be an employee of the city, but rather contract services is so they won't have to pay benefits. He thinks when they had it the other way around, when the economic development director was an employee of the City and paid benefits, that position became very, very political. It ultimately led to her being fired and he thinks by doing it this way, he hopes they can steer away from that; just talking about past experiences. It was not a good situation and it was very political.

Mr. Kairis said that it's very clear in the relationship what the role was for the economic development person and the mayor or whomever that person reported to. This says the person reports to the mayor and the trustees. What is the mayor and the trustees are not in agreement with something the person is doing. How does that trigger an action like firing or whatever. Since it's a consultant, they can't do anything else; not put them on suspension or probation, etc. They've given up a lot of the tools that are typically available when you have an employee. How do they know this would not be a bad situation given the complexities of one person reporting to two or three public entities. He doesn't even know where the Core Group plays into all of this. Have they hashed that out? For example, if the City is paying the lion's share of the salary and affording them with office space; do they have an agreement as to how much time is expected to be working on behalf of the City; how much on the Township. There are a lot of details he would normally expect to see at this point.

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Mayor Seman said that he doesn't see when they are doing economic development, how they can lay it out; even if you put it into proportion to the contributions that the person is going to work X number of minutes here and X minutes in the Township because there is such a huge overlap.

Mr. Kairis said he understands it's not easy to do but that's what a Memorandum of Understanding tries to address. The professional service agreement would also try to address that to some extent as to what the expectations are.

Mr. Bica said they would have to have a separate contract with the consultant anyway, which would be the professional services agreement. That's beyond the position description. That is a whole other item that needs to be discussed and described. He thinks in the professional services agreement, they may get into some of that proportion of time and they will also have to clarify the contract and the ability to terminate the contract based on certain criteria.

Mayor Seman said that was previously established in Mr. Bica's administration as a 30 day notice, by either party. The consultant can also give notice.

Mr. Kairis asked what if the Township trustees want to terminate the person and Mayor Seman is perfectly happy with them.

Mr. Bica said that he did have a question in that he thought the Core Group was going to have some input into this position.

Mayor Seman said this MOU is between the two political entities. The Core Group has no real standing. When they get to this part, there was discussion about a representative from the Core Group being involved in the oversight.

Mr. Ribelin said that could be a good thing because if they did decide to end it then they are probably going to have a 2:1 vote with three entities.

Mr. Bica asked if they are in agreement that the professional services agreement will be need to be added.

Mayor Seman said that it will need to be polished.

Mr. Ribelin said in regards to the number of hours, etc., he doesn't think this position is going to be where they come in and punch a time clock. He thinks this position is such they could be working some very early hours, going to breakfast with people or out to dinner, weekends or whenever something might come up or ribbon cuttings, etc.

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Mr. Kairis asked if they have a consultant, unless they have a professional services contract that says they must attend these things, you can't expect the person is going to be there at 8:00 in the morning on Monday. You can't expect them, as it says in the job description, the ability to operate a motor vehicle. Why is that a part of the professional services contract? Maybe this person has a chauffeur and doesn't drive? This job description is for an employee, not a consultant. A lot of times when you hire a consultant, you don't have a job description, they just have a contract. He's worked as a consultant. There is a very specific language in the contract that says what is expected of the consultant. It shouldn't tell them how to do it. It is also just have it for a certain period of time. Otherwise, they are hiring an employee and all they are doing is saying they are going to call it this so they don't have to pay benefits. The IRS really doesn't like you to do that. He thinks there are benefits to hiring an employee. His assumption two years ago was that it would be an employee. He doesn't know how it was going to be worked out but it didn't end up that way. Now they have this complicating problem that they've hired a consultant to do this work and have less control over how they do it because they are not an employee.

Mayor Seman said he could withdraw it and return it to the attorneys.

Mr. Kairis noted he is only one voice and doesn't know what other council members are thinking. He does have some reservations but if others feel it should go forward, then that's fine, too.

After further discussion, it was decided by those present that Mayor Seman would meet with Mr. Kairis and Law Director Cimino to discuss it further, in the meantime, they would plan on putting it on the agenda for Committee of the Whole. Mr. Bica noting they could always leave the legislation on first reading until whatever the issues are have been resolved.

There being no further business before the Committee, the meeting adjourned at 7:15 P.M.

ATTEST:

Clerk of Council

Bruce Ribelin, Chairman
Community & Economic Development Committee