

CITY OF TALLMADGE BOARD OF CONTROL

Minutes of Regular Meeting Scheduled For: February 6, 2019 at 10:00 a.m. in Mayor's conference room

Members Present: Law Director Raber, Finance Director Gilbride, Pres. of Council Kilway, Svs. Director Rorar, and Mayor Kline.

Meeting Chaired By: Mayor Kline **Minutes:** Karen Morgan

Item 1) Call To Order and Approval of BOC minutes from the January 24th, 2019 meeting.

Mayor called the meeting to order. Pres. of Council moved to approve the BOC minutes from the January 24th meeting; seconded by Law Director. Vote to approve: 5/0.

Item 2) Consideration of proposals for the cleaning contract for the following city buildings: City Hall/46 North Avenue, Police Department/53 Northeast Avenue and the Westren Center/210 Osceola as specified in Ord. 14-2019 (Note: the 3 proposals and the bids from each company were included on today's meeting agenda).

Mayor: I talked to Chief Williams about this and he would like to not be a part of this group. He wants to stay with *Jani King* – he's talked to the people and is satisfied with their contract. Lease Cleaning is the apparent low bidder. Svs. Director: We went out and after talking about it, put together the specs that we used last time and corrected/added anything that we needed to and sent it out to originally just *Lease Cleaning* and *Your Cleaning Service* and they came back with these numbers and then *Jani King* came in after the fact and gave their numbers. We've looked into *Lease Cleaning* and everything seems to be legit with them.

Fin. Director: I think there is an underlying issue that I've had in my department. I've had "timeliness" issues with them and their tax filings in certain areas so while they are currently current, I have some concerns about that. I think it is significant to their ability to run their business. I think we would want to (at a minimum) should we decide to go with them, include some provisions that if they don't maintain current with their income tax issues that the contract could be terminated. Mayor: I have not reviewed the contract but I am sure Megan probably has if we're going to do a contract. Is there to be a monthly "out"? Is this a month-to-month? Svs. Director: Yes there is an out. Mayor: I had Linda check with them to see if they would still accept the prices they gave us for 210 and city hall if the police department is withdrawn. Svs. Director: They said yes. Mayor: So *Jani King* was \$5 cheaper than *Lease* but the good thing about Ron is they never had a "true contract" with *Jani King* – it went month-to-month all the way back to John Kafka. Law Director: But are they raising their price to \$985 or are they staying with the current price? Svs. Director: They are raising their price to \$985. Law Director: So why wouldn't we go with the other company? Fin. Director: How does he know he wouldn't like *Lease*? I thought the Police Department was not happy with *Jani King*? Law Director: That's the whole point of why we bid out these things. It's not personal preference. Svs. Director: I concur. Pres. of Council: Is *Jani King* who we are using currently? Fin. Director: No, the current person we have been using at the city building and 210 is retiring. Mayor: This is the second bid from *Lease Cleaning*, what was the first bid? Svs. Director: I'd have to go downstairs and get it. Law Director: They had a second bid because we gave them the opportunity to . . . Mayor: match the price. Law Director: Because we hadn't quoted . . .

Mayor: It was going up like \$7,000 a year if we went with *Lease Cleaning* and Ron said I'm not going to do that, I did not include that in my budget, I can stay where I'm at and get just a 5% increase. Svs. Director: But in defense of *Lease Cleaning*, after we got *Jani King* back in here the Police Department changed their specs. They took off a bunch of stuff and then we went back out to the companies and said here's new specs, give us a cost for these. The \$7,000 increase was probably due to the fact that they had a lot of stuff stricken on the second go-around of the specs and that's how *Jani King* got in on it. I have a problem with that anyways. At the end of the day I thought it was the smartest move in the world but we did . . . Law Director: So you're really not comparing apples to oranges in the current bid versus the new bid of what they're doing. Svs. Director: It's an apples to apples now. Law Director: Of the bidders, *Lease Cleaning*, *Your Cleaning* and *Jani King* but they are not with the current bid? Svs. Director: Correct. Law Director: So that skews it. What we had our current cleaning services doing versus what they're going to be doing. So are they providing more services for the additional money they are charging?

Svs. Director: Here's what ended up happening. So we asked the Police Department what their specs were and they sent down their specs from 2013. All I did was put them in the vendor registration format that we use and sent it up to the Police Department. They then added stuff to it. The specs were sent out. *Jani King* never picked them up, only *Lease Cleaning* and *Your Cleaning Services*. When the numbers came back so high for the police department, they said to us, "hey, *Jani King* would like to have a shot at this". So then they went through the original specs and removed a lot of stuff and I said "then *Lease Cleaning* and *Your Cleaning* needs to see this too so we can do an "apples to apples" comparison." So that's where we're at today. The \$757.64 was a price based on the 2013 specs and then I don't think there was ever really an increase from that time. Mayor: So that's what he's paying today? Svs. Director: Yes. It was a 2013 contract and they've never gotten out of it. But a month ago they were saying they were not satisfied with *Jani King*? Law Director: Right! Mayor: So they brought a new *Jani King* in. Mayor: Hence, the new price. Svs. Director: Yes. And 5 years later it's not the 2013 price anymore. I'll entertain a motion. Pres. of Council: I'd just think you'd want to keep it all with one company. Mayor: When does the contract start? Svs. Director: March. Law Director: I think we need to be in compliance with all of our city regulations which is stated in the contract anyway. Fin. Director: I will monitor it, I am sure there is a termination clause to indicate that we can exit if they are not in compliance. Law Director: I don't know what security stuff was in there but I don't know that it would be any different than what *Jani King* was under. Svs. Director: We had that stuff in there, background employment, drug test and the same checks we use on all our contracts. Law Director: So that could be part of the price increase too? I think that as long as they are doing that and we again make sure they are in compliance, my motion would be to go with *Lease Cleaning* for all 3 buildings; seconded by Pres. of Council. Mayor: the motion is to go with *Lease Cleaning* for all 3 buildings at a cost of \$2,305.08 per month with a month-to-month termination clause and adequate safety/security background checks. Vote to approve: 5/0.

Item 3) Additional Items? Mayor: We need to get BOC approval as stated in Section 2 of Ord. 102-2018 **Authorizing the Mayor to contract with OHM Advisors for consulting services relating to updating the planning and zoning code** (adopted 1.24.19). I move to approve the expenditure for this ordinance in an amount not to exceed \$92,000 per the 2019

budget and as authorized by council; seconded by Pres. of Council. Vote to approve: 5/0.

Item 4) Adjournment. The meeting was adjourned at 10:19 a.m.

Minutes submitted electronically February 7, 2019 to BOC Members/km