RUSSELL TOWNSHIP BOARD OF TRUSTEES MEETING

Friday January 24, 2020 4:30 p.m.

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BE IT REMEMBERED, that upon the meeting of the above-entitled matter, held at the Russell Township Fire Station, Conference Room, 14810 Chillicothe Road, Novelty, Ohio, before the Russell Township Board of Trustees, Presiding, and commencing on Friday, the 24th day of January, 2010, at 4:30 o'clock p.m., at which time the following proceedings were had.

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1	APPEARANCES:
2	On Behalf of the Russell Township Board of
3	Trustees:
4	Jim Mueller, Chairman
5	Kristina Port
6	Gary G. Gabram
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8	ALSO PRESENT:
9	Melissa Palmer, Assistant to the
10	Board of Trustees
11	Karen Walder, Fiscal Officer
12	John Frazier, Fire-Rescue Chief
13	Howard H. Shanker, Attorney at Law
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3 1 MR. MUELLER: All right. Ι 2 think we are about ready. I would like to call 3 this meeting to order. 4 Could we have a -- you are going to be our 5 clerk pro tem? б MS. PALMER: No. 7 MR. GABRAM: No. 8 MS. PALMER: We have -- we have 9 the clerk. 10 MR. MUELLER: Okay. All right. 11 Okay. Roll call, please. 12 MS. WALDER: Ms. Port? 13 MS. PORT: Here. 14 MS. WALDER: Mr. Gabram? 15 MR. GABRAM: Yes. Mr. Mueller? 16 MS. WALDER: 17 MR. MUELLER: Here. 18 The first item of business is the Fire 19 Department pumper contract. This is part of the 20 Department of Administrative Services, state-21 wide bid contract, I quess is what you would 22 say. They go out for bids and they get those. 23 And I guess I would like to have a motion to 24 approve the purchase agreement with Finley Fire 25 Equipment Company in McConnelsville, Ohio, dated

4 January 24, 2020, for a Quantum Pumper, per Ohio 1 2 Department of Administrative Services Schedule 3 Number 800721, pending approval as to form by the 4 Prosecutor's Office. 5 MS. PORT: I will so move. MR. GABRAM: 6 I will second 7 that. 8 All of those in MR. MUELLER: 9 favor? Aye. 10 MR. GABRAM: Aye. 11 MS. PORT: Aye. 12 MR. MUELLER: Aye. Okay. 13 How much was the MR. SHANKER: 14 low --15 Should --MS. WALDER: 16 MR. SHANKER: How much was the 17 low bid? How much did they approve it for? 18 MR. MUELLER: State-wide bid, it 19 is like \$661,000. 20 MR. SHANKER: Plus, what? One 21 hundred and fifty to put everything back in it? 2.2 No, no, not MR. MUELLER: 23 really. 24 That includes MR. SHANKER: 25 the -- all of the equipment?

5 1 MR. MUELLER: Yes, most of 2 the -- yeah. 3 MR. GABRAM: Jim? 4 MR. MUELLER: Yes. 5 MR. GABRAM: Why don't we back 6 up a little bit? We have got a second motion. 7 But probably with that second, we need -- we 8 should discuss before we take a vote. 9 MR. MUELLER: Okay. All right. 10 The second motion that we have is to authorize 11 me, James Mueller -- Jim Mueller, to act as the 12 Township contract representative and signatory for the purchase and all associated financial 13 14 documents for the Fire Department Pumper, 15 purchase date of January 24, 2020, pending 16 approval as to form by the Prosecutor's Office. 17 Okay. Discussion? Well, don't we 18 MS. PORT: 19 have to -- we have to -- we have to say "aye" on 20 the motion and --21 MR. GABRAM: Well --2.2 MS. PORT: -- and so move and 23 second, and then we discuss. 24 MR. GABRAM: And then we 25 discuss it, right.

1 MS. PORT: Right. Exactly. 2 MS. WALDER: Do we have a 3 discussion on the first one? 4 On the first MR. GABRAM: 5 one -- there should be a discussion on the first 6 motion. 7 Right. MR. SHANKER: 8 All right. MR. MUELLER: 9 MR. GABRAM: Okay. 10 MR. MUELLER: All right. All 11 right. Let's discuss that. 12 MR. GABRAM: All right. Here 13 is John. 14 MR. MUELLER: John. 15 You are about two MR. GABRAM: 16 minutes late, so --17 **MR. SHANKER:** He was at a fire. 18 MR. GABRAM: -- we made a 19 motion and we got a second, and it is up for 20 discussion right now. 21 This is for the MR. MUELLER: 2.2 contract -- the Fire Department Pumper contract, 23 issue one. 24 MR. SHANKER: I have a 25 question.

7 1 MR. GABRAM: Wait a minute. 2 MR. SHANKER: Okay. 3 MR. GABRAM: Okay. There was a 4 slight problem with the contract, I guess --5 MS. WALDER: Yes. 6 MR. GABRAM: -- to my 7 understanding. 8 MS. WALDER: I am frankly not 9 sure what contract we are considering at this 10 point. 11 MR. GABRAM: All right. A]] 12 right. What -- where are we at this point, I 13 think, is what we need to talk about. 14 MR. MUELLER: Right. 15 MS. PORT: As far as my 16 e-mail correspondence, at least with the Assistant Prosecutor, and from Melissa's 17 18 documentation and e-mails, it seems to be that 19 there was a question about the Quantum Pumper 20 being listed as such in that name on the State 21 bid. 2.2 Yes, and it is. MR. FRAZIER: 23 So -- and two things. Kristen asked to redo the 24 purchase agreement, and she -- and she provided 25 that maybe -- I don't know if you saw that --

1 maybe about two hours ago. 2 Yeah, I have MS. PORT: 3 that. 4 MR. FRAZIER: Okay. 5 MS. PORT: I printed it out. 6 MR. MUELLER: Okay. 7 She redid the MR. FRAZIER: 8 purchase agreement. So she asked that Finley put 9 together the State bid list option, and those 10 costs, to come up with the cost basically on how 11 they achieve the price. 12 MS. PORT: So it would be 13 like another exhibit, or attachment --14 MR. FRAZIER: Yes. 15 MS. PORT: -- that just 16 itemizes the prices of the parts, so to speak? 17 MR. FRAZIER: Yes. 18 MS. PORT: That is what her 19 inquiry was, and that was itemized. 20 MR. FRAZIER: So that would be 21 attached to the purchase agreement. And she redid the purchase agreement, so she addresses 22 23 that in that purchase agreement. 24 MS. PORT: Right. And then 25 the second was the question of the -- how did

1 they arrive at that cost, or so? But I think 2 with the itemized list, it would help with just 3 how that --4 MR. FRAZIER: How they arrived 5 at -- yes. 6 Correct. MS. PORT: 7 MR. FRAZIER: So when --8 MS. PORT: So I think when 9 that is supplied, which it sounds like she has 10 already asked for that, in this contract, to 11 be --12 MR. FRAZIER: Yes. 13 -- addressed. MS. PORT: 14 MR. FRAZIER: And that would be 15 attached to that document, as well as the option 16 list. 17 MS. PORT: Right. 18 MR. FRAZIER: So that her -- her concern was that -- let's say there is a dispute 19 20 over an option, and the option list does not 21 provide it, then there is nothing to go back on. 22 So if that option list becomes an exhibit, it is 23 detailed in that 114 page --24 Right. MS. PORT: 25 MR. FRAZIER: It is described.

10 1 But the option list goes into detail on what it 2 is, where it goes. It is an extremely detailed 3 list. So even standard options go on it; where 4 lights are attached --5 MS. PORT: Right. 6 MR. FRAZIER: -- right side, 7 left side and things like that. So it is almost 8 an instruction list for them. 9 You have to MR. MUELLER: 10 remember that when they go out for bid for these 11 things, the State or -- they do not -- there is 12 no way that they could possibly go out for a bid that is exactly what he would want to have on the 13 14 unit. 15 It is like MS. PORT: Yes. 16 customizing. 17 Right. So it is MR. MUELLER: 18 like you basically buy into the framework of what 19 it is. 20 MR. SHANKER: Right. 21 MR. MUELLER: It is like, you 22 know, we have got the Ford Fairlane 200, or 23 whatever it is. And that is what you get. And 24 then all the additional items -- I don't even 25 know that they are actually on the State bid. Ι

11 1 doubt seriously that the fact that you want the 2 raised letters, as opposed to the -- whatever 3 else it is --4 MR. FRAZIER: It is probably the 5 bigger options. So, yeah, they actually -- every 6 option that they provide is bid on the State Term 7 Schedule. 8 MR. MUELLER: Yes. 9 So those all exist MR. FRAZIER: 10 on it. 11 MR. GABRAM: Just the options, 12 though? You are talking about this engine or that engine, or this pump versus that pump, that 13 would be the State bid? 14 15 You are not talking about the nuts and bolts that -- the small stuff that --16 17 MR. FRAZIER: Right. Right. 18 MR. GABRAM: Those are just a zillion things that --19 20 MR. MUELLER: Like the little 21 rabbit's foot that hangs over the rearview 2.2 mirror. 23 MR. GABRAM: Exactly. Exactly. 24 MR. FRAZIER: But if you look at 25 the options list, it is a little complicated.

12 And it is in their -- in their -- the way they 1 2 lay it out for the truck. 3 But the 114 page document, then, describes 4 what that option is. 5 MR. GABRAM: Okay. 6 MS. PORT: So it is like 7 the -- it is like you get the document, and then 8 this is the tutorial that -- it is like the 9 manual to explain --10 MR. FRAZIER: Yes. When I 11 talked to Kristen, she suggested just attach that 12 options list, because that helps reinforce the 13 114 page document on the proposal. 14 MS. PORT: Okay. Right. 15 MR. MUELLER: Okay. We were --16 do you want to -- do you want to re-vote on that? 17 18 Yes, I do. MR. GABRAM: 19 MR. MUELLER: All right. At this point, we 20 MR. GABRAM: just had --21 2.2 That is okay. MR. MUELLER: 23 That is fine. 24 -- had the MR. GABRAM: 25 second --

13 1 MR. FRAZIER: Any other 2 questions on that or --3 MS. WALDER: Well, I have a 4 great many, because I have not had a chance to 5 even review this proposed document that you are 6 voting on. And I don't know -- I don't know if 7 the Trustees have --8 **MR. MUELLER:** Did you review the 9 previous document? 10 MS. WALDER: Yes, I did. And I 11 discussed the issues --12 MR. MUELLER: I can't imagine 13 the changes are terribly big. 14 MS. WALDER: Well, it is a 15 completely different format. 16 MR. MUELLER: But it is the one 17 that is suggested by the County Prosecutor's 18 Office. She is the one who drafted it. 19 The one that you have, she had some problems 20 with. The one that he has has been -- that we 21 are going to vote on, she has approved. 2.2 Yeah. Well, that MR. FRAZIER: 23 was shipped to Finley --24 MR. MUELLER: Okay. 25 MR. FRAZIER: -- this

14 1 afternoon. So the -- so they can look at that 2 document. 3 MS. WALDER: I do not have a 4 document that she has approved as to form. 5 MS. PALMER: Yeah. Today's 6 document that you sent it 2'ish, is that right, I 7 don't believe she has approved as to form; is 8 that right? 9 **MR. FRAZIER:** I don't think so. 10 I don't remember seeing it. 11 Yeah. She sent MS. PALMER: 12 it --13 I remember seeing MR. FRAZIER: 14 a signature line, but --15 She sent it, but MS. PALMER: 16 she did not sign it yet. 17 MR. FRAZIER: Yes. So when 18 she sent that --19 MR. MUELLER: But she drafted 20 it? 21 And she sent it MS. PALMER: 22 for your review. 23 MR. MUELLER: Okay. If she 24 drafted it, I can't imagine she isn't going to 25 sign it, because it is her work; is it not? That

1 is true, right?

2 MR. GABRAM: Yes, she drafted 3 it.

4 MR. MUELLER: And the only 5 thing -- the only thing that could prevent her 6 signature would be if Finley writes back that, 7 you know, "You want it in blue instead of red?" 8 Yes, if there is MR. FRAZIER: 9 some term that they don't -- they don't agree 10 to.

But that was -- so she sent that document; we discussed it. So I took that document, then, and shipped it to Finley for their review. And then I am waiting for that to come back.

And then she would get that back, if there is any -- and we have already -- we have done that with the original document. It went back and forth a couple of times, because there were some things that were taken out of it.

20MS. WALDER:My understanding21is the original document was drafted by Finley22Fire. That was the seven page purchase23agreement?24MR. FRAZIER:Yes. And then

25 Kristen looked at that, removed some items.

1 Finley Fire agreed to it. There was an 2 indemnification clause. There was a trial by 3 jury clause. Those were taken out for Finley to 4 review. They were okay with that, shipped back 5 and then she -- the changes that she had, she 6 signed off on that. 7 MR. GABRAM: But we didn't get 8 that one back from Finley Fire yet? 9 MR. FRAZIER: No. The second 10 one -- so that was redone. She -- Kristen redid 11 that same document, the purchase agreement. And 12 that is now in Finley's hands. 13 So that is this MS. PORT: document, which she drafted? And essentially 14 15 this motion is just to approve the form by the --16 as to form, which was originated from the County 17 Prosecutor's Office, correct? 18 MR. MUELLER: And if the Prosecutor has a problem with it, there is an 19 20 opportunity for them to --21 To correct it. MS. PORT: 2.2 -- to correct it. MR. MUELLER: 23 A contingency MR. GABRAM: 24 on --25 Right. Exactly. MR. MUELLER:

17 1 MR. GABRAM: There would be a 2 contingency on --3 MS. PORT: So essentially we 4 are still not doing anything out of the ordinary 5 by saying "Please look to the form," which is the 6 form that came from the County Prosecutor's, 7 correct? 8 MR. MUELLER: Over the years --9 over the years, there have been many times 10 when we have signed a document like this. 11 Because, you know, sometimes you can't get the 12 Prosecutor's Office to react that quickly, so we 13 do it this way. 14 MR. GABRAM: Pending approval 15 as to the form --16 MS. PORT: Right. So it is still --17 18 MR. GABRAM: -- by the Geauga 19 County Prosecutor. So, I mean, this motion --20 MS. PORT: This motion is --21 -- could be all MR. GABRAM: 22 right. 23 MS. PORT: Well --24 MR. GABRAM: We are just 25 approving their -- the form.

18 1 MS. PORT: Right. 2 MS. WALDER: You are not 3 approving as to form. She has to approve as to 4 form. 5 MR. MUELLER: Right. Exactly. MS. WALDER: 6 You are asking to 7 approve the document. And, again, I reiterate, I 8 have not read it or reviewed this document. 9 I can tell you that one of the issues I had 10 with the original purchase agreement was that the 11 wording of the agreement and the specifications 12 that were attached, I found about 14 instances 13 where it referred to potential added costs. 14 Now, maybe I will back up a second. Because 15 I have never done this before, you know. I am 16 relatively -- I have never -- I have never been 17 through this process before. But as I understand 18 it, what our APA does is determine what the 19 Township legally can do. 20 My view of what the Board of Trustees' 21 responsibility is is to determine what is the 22 Township's best interest to do. And what I view 23 as my responsibility is to determine what is 24 fiscally responsible, what complies with the 25 required ORC and Auditor of State requirements,

and will meet the audit requirements in the
 doing of it.

One of the requirements I have as Fiscal Officer is to apply -- is to comply with ORC 5 5705.41, which is called "Restriction upon appropriation and expenditure of money -7 certificate of fiscal officer." And it goes on 8 for several pages.

9 But the pertinent sections indicate, "In any 10 case in which a contract is entered into upon a 11 per unit basis, the head of the department, board or commission for the benefit of which the 12 contract is made shall make an estimate of the 13 14 total amount to become due upon such contract, 15 which estimate shall be certified in writing to the fiscal officer of the subdivision." 16

17 Because of that requirement is why I sent 18 the e-mail -- was it last week -- before your 19 last Trustee Meeting, asking about these 20 potential additional charges. Because if those 21 will become part of this contract, I -- you know, 22 we need to identify this. This is --23 MR. MUELLER: I quess my point 24 is, is that I would -- I disagree with that to 25 some point, because what we have here is a

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1 contract before us that does the following 2 things; whatever those things are. And we do 3 those and we have a dollar amount to that. 4 Anything that happens beyond that, if we 5 decide we want a blue fire truck instead of a red 6 one, that is something we have to add on to 7 this. And that is just -- you know, that is no 8 different than if we went to the local body shop 9 around here and said, "We want it painted blue." 10 Well, shouldn't MR. SHANKER: 11 it --12 MR. MUELLER: It doesn't -- it 13 doesn't have to be comprehensibly in the very vehicle. What we are trying to do is we are 14 15 trying to sign through that the -- that the 16 Quantum Pumper, as provided to us by the 17 Department of Administrative Services, which 18 in no way can possibly delineate every single little thing that, you know, is going to be in 19 20 there. 21 And, MR. GABRAM: 22 traditionally, I have gone through four or five 23 of these trucks. Traditionally, there are 24 changes as it is being built. 25 Well, what --MR. FRAZIER:

21 1 MR. GABRAM: Some to the good 2 and some for the bad. 3 MR. FRAZIER: Kristen discussed 4 that. And to address your concern; in that, the 5 amended purchase agreement, there is a clause in 6 there that she added that if there is anything 7 that exceeds their proposal price, it has to be 8 negotiated between both the Township and the 9 manufacturer then. So anything above that amount 10 would have to be negotiated. 11 MS. WALDER: Right. 12 MR. FRAZIER: So it isn't an 13 automatic charge or --14 MS. WALDER: Yes. Right. And 15 that was one of the particular items in the 16 purchase agreement. 17 The other items, though, that I had 18 questions on refer to the overall cost that the 19 Township will have to -- you know, will have to 20 commit to to have this vehicle. 21 And that is why I was asking about added 2.2 costs for software and firmware updates, or the 23 additional equipment that is referenced. That --24 those specifications reference equipment that 25 Russell Township is to provide.

I don't have information --

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2 MR. FRAZIER: No, it doesn't --3 it doesn't -- actually, that part of it doesn't 4 require -- on the software, doesn't specifically 5 say that we are required to provide any software 6 or upgrade any software.

7 We have that present system in our current 8 The 2005 has the Command Zone Version I. engine. 9 This they are advocating Command -- Command Zone 10 Version III, so it is the most updated version. 11 So we already deal with that system.

12 Much -- if you take your car to the mechanic and they -- there are codes that are -- the 13 14 little wrench comes on -- light comes on --

> MS. WALDER: Right.

16 MR. FRAZIER: They plug in, and 17 then they can read those codes. We have that in 18 our current engine, our current Quantum. And 19 then the new one would have the latest version.

20 The latest version is tied into the 21 internet, so they can actually do it from 22 Wisconsin, or they can do it from -- they have a 23 repair facility in Lake County. So they don't 24 have to come and plug into it. They can read it 25 off the internet.

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So it -- it has evolved that much, but it is 1 2 exactly the same system. So we have spent zero 3 on that. And, actually, Countryside Truck has 4 dealt with enough of those, that he has purchased 5 the software, or acquired the software. I am not 6 sure exactly how he -- you know, if he had to pay 7 for that or not. So he can read our codes, too. 8 So we have the ability to read that 9 either through the manufacturer or through our 10 mechanic. So sometimes he comes down and he can 11 do that, or Finley Fire will send somebody down 12 to read the codes. And they -- the newest system, they call it MUX, so that is the wireless 13 14 system that they can read those codes. 15 The second part of that was a vehicle 16 recorder that you asked about. That is actually 17 part of that Command Zone system. So that is in 18 case of an event; so an event would be rapid deceleration, rapid acceleration or a crash. 19 So 20 if the sensors went off, and that occurred --21 MR. MUELLER: It is like a black 2.2 box? 23 Yes, it is. MR. FRAZIER: In 24 talking with police reconstructionists, that deal 25 on the vehicles, all cars have had that since

1 2009. So this would have that same system.

2 We don't have to store that data or do 3 anything with it, because it is looped. So it is 4 constantly reading that. An event occurs, so 5 somebody smashes -- say somebody smashes into it 6 and sets off the sensors, that vehicle -- the 7 vehicle recorder backs up approximately five 8 seconds. And then that is available for download 9 to -- for the police -- usually the police obtain 10 that in a search warrant or administrative 11 warrant, and can use that data, then, to figure 12 out what happened with the crash.

But that would be part of that same system. And we wouldn't have really anything to do with that part of it. You know, that would be the insurance company, police, you know, depending on the accident. So we would not download any of that information. But that would be specific to those two systems.

And the selection of our vehicles, based on the success we had with the current unit, that that system works extremely well and we're able to troubleshoot, so it would have the -- a very similar system, the Command Zone, and that would be an updated system. So it would be Version 1 III.

2 But we have spent -- we have had that 3 vehicle for 16 years. We have spent zero dollars 4 on any software upgrades, cabling --

5 MS. WALDER: Well, and that is 6 the gist of my question. I am looking for some 7 information back from you. Because when I see 8 things like, you know, Information Center with a 9 Linux Operating System; I see Onboard Electrical 10 System Diagnostics; I see Tech Module with WiFi; 11 I see Advanced Diagnostics; a Windows Base 12 System.

13 I mean, you know, if we are looking at a ten year financing, you know, that is a long time in 14 15 terms of technology. My question was: Is there Is there 16 either an annual subscription service? 17 an upgrade? How long are upgrades included with 18 the -- you know, with the vehicle? Or are there 19 upgrades that at some point we would need to 20 purchase?

21 MR. MUELLER: We are buying 22 the vehicle as a basic package. We cannot be 23 guaranteed that in three years, or five years, 24 they are not going to come along and say, "You 25 know, we have this really new, very enhanced

1 thing." We may purchase it.

2 MR. FRAZIER: You know, with our 3 experience with the current engine, we have -- we 4 have not spent any on any upgrades.

As a matter of fact, we have never read the codes on that. So that has always been either the manufacturer, the dealership or our mechanic that has -- third-party mechanic that has read those codes.

10 So we have never even downloaded that 11 information and looked at it. And we have spent 12 zero in that vehicle, and it is 16 years old now. 13 Zero on any software, firmware updates. We 14 haven't done anything with that for the --15 related to that.

So I think, you know, that is more with the dealership on -- if they upgrade it. If they want to read the codes and want to fix it, you know, they are going to have to have the equipment to do that. And we have not spent anything on that to this point. MS. WALDER: Okay. So you

should be able to get me some information back,
that there is --

MR. MUELLER: I want to proceed

27 1 with this. 2 The other --MS. WALDER: 3 excuse me. 4 And the other MR. MUELLER: 5 thing is that, you know, John tells me that if we 6 don't do it by the 1st of the month, there is an 7 \$18,000 increase, 3 percent. 8 MR. GABRAM: Three percent, 9 yes. 10 And that -- I MR. MUELLER: 11 don't want to see us let that money just slide 12 away. 13 Well, with all due MS. WALDER: respect, though, the ORC's are not written and 14 15 say, "Oh, but if it is inconvenient, or if it is 16 expedient or if it saves -- you know, if it gets 17 us around the price increase, you don't have to 18 worry about it." 19 And certainly I don't think the Board is 20 proposing that we not follow Ohio Revised Code in 21 favor of expedience. But that is what 2.2 MR. MUELLER: 23 the Prosecutor's Office is going to make sure we 24 are going to do. Well, we --25 MS. WALDER:

28 1 **MR. MUELLER:** So I would like to 2 move forward on this. 3 MR. GABRAM: What -- looking at 4 Bainbridge, the different contracts they have --5 it all goes through the same system here, as far 6 as the Prosecuting Attorney okaying their 7 contracts, and so forth. Are they different? Ι 8 mean, they deal with Finley Fire. Their front 9 line is basically Pierce. 10 **MR. FRAZIER:** I believe they ordered E-ONE's. 11 12 MR. GABRAM: E-ONE's? 13 MR. FRAZIER: I think they 14 ordered two units, yeah. 15 MR. GABRAM: Okay. Is it 16 any different than the -- do you have any idea 17 how --18 No, I don't, not MR. FRAZIER: specifically. I know they looked at Pierce. 19 20 They looked at E-ONE. They looked at a couple of 21 manufacturers. 2.2 MS. PORT: May I ask a 23 question about how much? Since this is a big ticket item, this was budgeted for 2019, for the 24 25 Pumper? So it was in a budget?

29 1 MR. FRAZIER: Actually, what 2 we did with -- we had originally budgeted 80,000 3 as a prepayment on the vehicle. So that was 4 budgeted. And then after that, in the ten year 5 plan, or five year plan -- five to ten year plan, 6 we had then budgeted an amount for the annual 7 payments, which were within about \$2,400 8 currently. 9 Okay. So within MS. PORT: 10 your projections? 11 MR. FRAZIER: Yeah. 12 MS. WALDER: It was not 13 budgeted for 2019. It was budgeted for 2020. 14 2020. We -- we MR. FRAZIER: 15 had proposed an \$80,000 prepayment. So that --16 that is sitting in the budget right now. 17 MS. PORT: Okav. 18 MS. WALDER: The other items 19 that are referenced that I am concerned about, 20 additional costs, relate to the items that 21 specify that will be supplied by Russell Township. And there is a number of items where 22 23 it identifies that. 24 And the reason I am asking all of these 25 questions is because of these requirements of

the ORC 5705.41. And the other -- the other 1 2 part of this, which I think the Board of Trustees should be aware of, is that it states, 3 "No sub -- no subdivision or taxing unit shall: 4 5 Make any contract or give any order involving the 6 expenditure of money, unless there is attached thereto a certificate of the fiscal officer of 7 8 the subdivision that the amount required -- of 9 the amount required to meet the obligation."

10 So that is why I am asking the question: 11 What is the whole total amount we are going to 12 need to meet the obligation? It is not just the cost of the truck. It is the cost of the 13 financing. It is the cost of the loan 14 15 origination. And it is the cost of any of these 16 additional materials -- items that by con -- that 17 are being included in the contract that we have 18 to provide.

I do not have that information. And at this point, I would not be able to certify any contract that -- that you would make at this point.

23 MR. FRAZIER: Well, the
24 issues -- the National Fire Protection
25 Association, before that vehicle leaves the

31 1 building, has to have certain equipment that 2 will be on that vehicle. 3 So you can buy it from the manufacturer, 4 but we already have a vehicle, so that 5 equipment -- three ladders will be transferred 6 over; pike poles; air packs; all of that 7 equipment that is mentioned in the loose list 8 comes over into the new vehicle. 9 So -- and those items are -- in the option 10 list are specifically listed as not included in 11 the contract, or not required. 12 What you are MR. MUELLER: 13 asking us to do is to figure out exactly what this thing is going to cost us over a ten year 14 15 period of time. And that, lady, is impossible. MS. WALDER: 16 Well --17 MR. MUELLER: It is impossible. 18 MS. WALDER: -- I don't know if it is impossible. That is what the ORC 19 requires. And that is --20 21 MR. MUELLER: I don't know how 2.2 we ever did this before; it is amazing to me, 23 you know, that we were able to do these 24 lease-purchase things in the past and there was 25 never a problem.

32 1 MR. FRAZIER: Well, other than 2 our Capital Equipment Schedule, which addresses 3 the equipment that is carried on the Pumpers, 4 there -- there are no additional costs to those 5 items. So we don't have to buy a ladder. We 6 don't have to buy an axe. We don't have to buy 7 We don't have to buy a radio. an air pack. 8 All of those things come out of our current 9 engine, including the mobile radios, the Mark 10 System. All of that comes out and is installed and placed in the new apparatus. 11 12 Okay. Well -- and MS. WALDER: 13 that is fine. I am just saying, if there is no 14 additional costs, you need to tell me "There is 15 no additional costs for these items. The cost 16 for the financing is going to be this much. The 17 cost of the loan origination could be this much. 18 The cost of any, you know -- any equipment that 19 is specified here that we don't already have will 20 be X." That is --21 No. That is --MR. FRAZIER: 2.2 MS. WALDER: That is what I 23 need. 24 MR. FRAZIER: And that is a 25 reasonable question. You know, everything that

the lessor, NFP, requires -- we have an NFP compliant Pumper, so -- now, with the equipment, so that equipment would just move off of that rig and onto the new piece of equipment. So we don't have to buy new ladders, new air packs, new radios.

7 And that is how we have always done it. 8 Actually, the tanker was the same way. That 9 didn't come with anything on it. All of the old 10 stuff came off and then went onto the new -- the 11 new tanker.

Now, is there a bracket or a bolt or a nut?
There could be. You know, sometimes when we
do -- we have to mount something, there might be
screws or things related to that, but it would
be -MR. MUELLER: The actual
purchase --

19MR. FRAZIER:-- it would be20minimal.

21 **MR. MUELLER:** The actual 22 purchase -- the purchase of the core piece of 23 equipment is set and it is specific, and it 24 includes certain things. And then after that, 25 who knows.

34 1 MS. WALDER: Oh, I understand. 2 MR. MUELLER: That is right. Ιt 3 is like -- it is like me asking you -- you just 4 bought a new Fairlane. "How much money are you 5 going to spend on it in the next ten years?" You 6 have no idea what is going to happen in six 7 years. 8 MS. WALDER: Oh, no, I am not talking about -- oh, no. I am talking 9 10 about items that are included in this proposed 11 contract. 12 MR. GABRAM: They are all 13 listed. 14 MS. PORT: They are all 15 listed. 16 MR. GABRAM: Everything is 17 listed, so that is --18 MS. PORT: As far as I know, 19 from the options. 20 MS. WALDER: Right. 21 MS. PORT: I don't want to --2.2 I don't want to --MR. MUELLER: 23 I don't want to get us in a position of Columbo. 24 MR. GABRAM: Yeah, between a 25 rock and a hard place.

35 1 MR. MUELLER: Just one more 2 thing. 3 MS. WALDER: No, I think it 4 is --5 MR. MUELLER: No, I am serious. 6 I think it's -- I MS. WALDER: 7 think the ORC, and I am just -- and this is just 8 my opinion, you know, is in the spirit of 9 transparency that -- you know, if there is -- if 10 there is an agreement to pay, you know, \$662,000, 11 but if in there it says that Russell Township has 12 to provide, you know, \$50,000 more worth of 13 equipment, then -- you know, we need to know 14 that, because that is specified in the contract. 15 And, again, I -- I need to certify -- I need to understand what the total commitment this 16 17 contract, you know, is obligating. And I need to 18 certify that. And I can tell you, I don't have 19 that. I don't have that at this point. 20 MS. PORT: But it sounds 21 like the Prosecutor's Office pretty much -- aside from -- I mean, she has already suggested the 22 23 additional attachment to the agreement, which is 24 forthcoming. 25 And to me, it is like we have already done

the due diligence with the Prosecutor's Office, 1 2 have the specs down, the option list, the 3 different attachments that are necessary. And 4 the only thing we are waiting for is Finley to 5 just come back and say, "Okay," correct? 6 MR. FRAZIER: Yes. 7 MS. WALDER: Well --8 MS. PORT: So with that --9 -- with all due MS. WALDER: 10 respect, the fiscal officer needs the opportunity 11 to review -- to review any contract, to find out 12 if it meets the ability of Russell Township to 13 fulfill. 14 Again, going back to the, you know --15 MR. MUELLER: You are going to 16 cost us -- if you want to do all of this, you are 17 going to cost us \$18,000. 18 Well, Mr. Mueller, MS. WALDER: 19 T --20 MR. MUELLER: I mean, I have 21 been through this a couple of times in my career 22 here. And Gary has been. I don't ever remember 23 having to, you know, slog through this. 24 MS. WALDER: Well, like I said, 25 the ORC doesn't care if it is inconvenient. And,

1 again, I resent any implication or any pressure 2 that I should somehow, you know, not do my 3 responsibility as fiscal officer and, you know, 4 not follow the ORC just because of expedience. 5 If you recall, we have had multiple 6 discussions on the reason that I suggested that 7 we need 60 days to review and vet these 8 agreements. We talked about that back in June, 9 at the Budget Commission, that we -- and that was 10 one of the lessons learned from buying the last 11 large piece of equipment. 12 And everybody agreed that, yes, start early; we need more time to review that. We reiterated 13 that, and we talked about that in November. 14 Ι 15 said --16 MR. MUELLER: So 60 days does 17 seem exorbitantly long. 18 MS. WALDER: Well, at that time, nobody -- nobody -- and to be honest with 19 20 you, and with all due respect, Mr. Mueller, you 21 are not the one performing that review and 22 vetting operation. 23 We talked about the 60 days. We talked 24 about it in November with the Chief and Chairman 25 Madden, that if you are looking at a purchase in

1 the first quarter, you better get the information 2 and the data over to us by November 1st. Do you 3 recall that, Chief? 4 We did have that MR. FRAZIER: 5 discussion. And, unfortunately, there were some 6 events that pushed that further. We had the 7 original contract to the Prosecutor's Office by 8 November 4th. So we were doing our best to try 9 and get that accomplished. 10 MS. WALDER: Well, you know, 11 even as recent as two weeks ago, you know, you 12 provided me some information with a Master Lease 13 Agreement with PNC Equipment Finance, which I, 14 you know, reviewed. 15 And I was a bit surprised when yesterday I 16 found a Huntington Bank term sheet come through. 17 I -- I don't know how we went from PNC to 18 Huntington. But, again --19 Well, that was at MS. PORT: 20 the last Trustee Meeting that we had discussed, and John had found out that --21 2.2 It is going to MR. MUELLER: 23 save us some money, too. 24 -- that was going MS. PORT: 25 to save us money to go with Huntington.

39 1 MR. MUELLER: It is cheaper. Ιt 2 is cheaper. 3 MS. WALDER: Yeah. Well, if 4 you recall, when we sat in my office --5 MR. GABRAM: We sat down and we talked about that. 6 7 MS. WALDER: Right. I said 8 whatever the rationale, whatever evaluation 9 comparison that you did for looking at financing 10 sources, could you please memorialize that for 11 Because, again, when this comes up for an me. 12 audit in two years, I am going to be asked what was the rationale for this decision for, you 13 know, what was looked at, and what was the 14 15 rationale for making that. 16 So like I said, I found out yesterday that 17 we weren't using -- planning to use PNC; you 18 know, we are using Huntington. I have not seen 19 that Lease Purchase Agreement document at all. 20 And -- and so, again --21 I think the last MR. GABRAM: 22 four engines or rigs, that we used -- we did use 23 Huntington. 24 But you came up at that meeting and said, 25 "What other banks have you looked at?" And so

40 1 when we left, we -- we checked other banks. 2 I drove to MR. FRAZIER: Middlefield. I drove to Huntington. And I drove 3 4 to Chase and discussed that with them. And then 5 we requested pricing from them. 6 MR. GABRAM: Yeah. It was like 7 a \$20,000 over a ten year period that we would be 8 saving with Huntington over PNC. 9 MR. FRAZIER: Through 10 Huntington, I discovered that Twinsburg was 11 financing through them and talked to them. And 12 they were very happy with Huntington. And we had financed four of our previous vehicles through 13 14 Huntington, so that was a --15 MS. WALDER: But, again, as of 16 two weeks ago, you indicated Chase won't do it. 17 Middlefield Bank and Huntington only offered 18 conventional loans, and that --19 Well, that was my MR. FRAZIER: 20 initial discussions. And then Huntington, the 21 Finance Officer I talked to had kicked it up. And then their Commercial -- Public Commercial 2.2 23 Group called me and said, "Yeah, we do do that. 24 We do lease-purchase -- government lease -- tax 25 exempt government lease-purchases."

	41
1	So I do have that in a spreadsheet. So that
2	will be available. You haven't been here, so I
3	didn't have an opportunity to sit down with you
4	and go over that.
5	MS. WALDER: Okay.
б	MR. GABRAM: One question. The
7	last the last pumper that we bought through
8	Finley Fire, how different was that contract
9	compared to the ones we are looking at today?
10	MR. FRAZIER: The tanker is
11	probably the same purchase agreement. The
12	previous Pierce, I don't I don't recall. That
13	was a long time ago. But we did a ten year we
14	paid part of it, and then borrowed back then
15	you could do conventional loans. Now you can't
16	do that anymore. You have to do a tax exempt
17	lease-purchase. That is an approved
18	MR. GABRAM: Like I said, I
19	have gone through about four of these trucks over
20	the years, since 1980. And I haven't run across
21	all of these hiccups that we are encountering
22	now. I just wonder, what different
23	MS. WALDER: Well, if you
24	recall, the last major purchase, the Township
25	ended up buying it outright because of problems

1 with the Lease Purchase Agreement. Everybody 2 recall that? That --3 MR. FRAZIER: Well, that was 4 because the Prosecutor sat on it for five months, 5 but that was way beyond our control. 6 But, again, MS. WALDER: Yeah. 7 I -- I come from an engineering background. When 8 something goes awry in a previous one, the goal 9 is let's figure out -- you know, let's identify 10 what went wrong and what can we do to not have a 11 repeat of that. 12 And one of the -- you know, one of the things was, you know, let's start early and let's 13 make sure that we have enough time to review and 14 15 put the entire package together. 16 And, you know, I object to having literally 17 a contract dropped on -- you know, on me at 2:30, 18 and then, you know, being implied that I am somehow holding up, you know, and it going to 19 20 cost the Township more. 21 The -- like I said, the -- first, I have no 22 indication of what the price increase might be, or when it takes effect. I have heard, you know, 23 24 you all say that it is expected. But, again, 25 the -- my duty is to do that responsibly, legally

43 1 and in a manner that meets the ORC and Auditor of 2 State requirements, I -- I will -- I just -- I can't -- I can't say, "Oh, no, we don't have to 3 4 do that, you know, because we are going to save 5 some money." 6 MS. PORT: Well, I would 7 say that this has already been -- it is already 8 January -- past January 4th, which is the 60 9 days. If you said -- if you started the time 10 period of November 4th, it is already -- January 11 4th would be 60 days. We are already at the end 12 of January. If there is a -- I think you said there was 13 a 14 day -- every 14 days, it kind of sweeps to a 14 new financing thing, so that would be, what? 15 16 February 1st? 17 MR. FRAZIER: February 7th it 18 has to be completed by for -- for what Huntington 19 has offered, they ask that their document be 20 approved by the 7th. And they would hold that 21 financing until the 28th, I believe. 2.2 MR. GABRAM: The 28th of 23 February? 24 MR. FRAZIER: Yes. 25 MR. GABRAM: So that finance --

44 1 MS. PORT: But you are saying 2 that this, for the price -- the actual price of 3 the bid would increase by 3 percent February 4 1st?5 MR. FRAZIER: If we waited --6 yeah, if we waited until after February 1st for 7 the purchase agreement with Pierce. 8 MS. PORT: Right. Right. 9 For the purchase agreement. So --10 MR. GABRAM: That is a State 11 bid? That is the 3 percent that you are talking 12 about? 13 Yes. And that was MR. FRAZIER: 14 already --15 It is \$18,000. MR. MUELLER: 16 MR. FRAZIER: That was already 17 negotiated between Pierce and Administrative 18 Services. 19 MS. WALDER: This February 7th 20 date to approve a finance agreement; again, I 21 haven't even laid eyes on the finance agreement. 22 So doing this by February 7th -- I have no idea 23 what -- you know, what requirements would be from 24 the Township. 25 I know in this PNC agreement, they had a

whole laundry list of information, including
 financial documents and statements that the
 Fiscal Officer would have to provide in order to
 qualify for this financing.

5 MR. FRAZIER: Those have already 6 been provided to Huntington. They do have the 7 Master Lease Agreement; similar to what PNC had 8 was shipped to the Prosecutor's Office for 9 review, and then she made her tentative changes 10 in that with Huntington. So that is the document 11 that -- the blue markup, those are all the 12 documents that Huntington had sent to us, and 13 then was sent up to the Prosecutor's Office. 14 MS. WALDER: All right. 15 Again, I can only say, in order to fulfill my 16 responsibility, I need to be able to certify 17 this. And per this ORC, it says, "Every such 18 contract made without such a certified -certificate shall be void, and no warrant shall 19

20 be issued in payment of any amounts due thereon."

MS. PALMER: Are you ready to circulate those, the Huntington markups by Krissy, or -- those weren't supposed to go anywhere, were they?

MR. FRAZIER: Well, they have --

46 1 there is two sets of documents. One is the 2 lease term sheet from Huntington, so that was 3 the document that she approved. 4 MS. PALMER: Right. That was 5 supposed to get circulated, which it did. 6 Yes, that was MR. FRAZIER: 7 circulated. And then we don't get -- she 8 tentatively approved, because those are all draft 9 documents from Huntington. Those are not -- that 10 initiates the Master Lease. Once that is signed, 11 those documents would come forward, then. 12 MS. PALMER: So do you want me to circulate -- I don't understand what I am 13 14 supposed to -- should I have circulated the 15 Huntington? 16 MR. FRAZIER: Well, no, because 17 that -- they haven't issued the Master Lease 18 yet. So that would go back to Kristen, for her 19 review. 20 MS. PALMER: Okay. I just want 21 to make sure we are --2.2 Unless you want to MR. FRAZIER: 23 see -- but I can get that. 24 Okay. MS. PALMER: Well, what has to 25 MR. GABRAM:

47 1 be done to save this 18,000 and potentially 2 another 18,000, if the --3 MS. PORT: Yeah, it sounds like it is going to be 38,000. That is pretty 4 5 substantial. 6 MR. GABRAM: The cost 7 fluctuates, as far as the --8 MR. MUELLER: The interest is 9 going to go up probably. 10 MR. GABRAM: The interest, 11 yes. 12 And, you know, MR. MUELLER: if we miss the February 1st, we get hit with 3 13 percent more. 14 15 MR. GABRAM: And we are not 16 sure about the -- you know, the interest could 17 stay the same, or it could go down. But the 18 State, the 3 percent bid, is definitely -- it is 19 definitely 18,000. 20 What can we do to save this money 21 potentially, in addition? Is there anything we 22 can come together with and --23 MS. PORT: I would suggest 24 that the Prosecutor Kristen -- Kristen, just make 25 sure that if she already has that list of -- that

1 she approved for the attachment, that that goes 2 to the Fiscal Officer for review. That if we 3 can't agree today, that we set a special meeting 4 for next week. And then just have everything 5 done -- wrapped up in a week -- within a week. 6 MR. GABRAM: The 31st, you are 7 right to the end. 8 The 31st is --MS. PORT: 9 MR. GABRAM: As long as it is 10 dated --11 MS. PORT: Yes, as long as it 12 is signed. 13 All right. MR. MUELLER: Karen, 14 I want you to give me a list of what it is that you want. Is one piece of paper enough? 15 16 MS. WALDER: Well, what I 17 need --18 MR. MUELLER: One of them -- one of them has to do with the lease? 19 20 MS. WALDER: An estimate of the 21 total amount come due upon the contract that is 22 being considered. 23 Okay. We can get MR. MUELLER: 24 that for you. 25 MR. FRAZIER: Including

1 financing costs. 2 Correct. MS. WALDER: 3 MR. FRAZIER: Okay. 4 Okay. Number 2, MR. MUELLER: 5 what? What else do you need? I didn't see 6 MS. WALDER: 7 the -- I need to see the contracts. 8 MR. MUELLER: Contract. 9 I need an MS. WALDER: 10 opportunity to review the contracts. 11 The contract --MR. MUELLER: 12 MR. FRAZIER: The contract 13 with --14 MR. MUELLER: This is Krissy's 15 contract. 16 MR. FRAZIER: Huntington? 17 MS. WALDER: My understanding 18 is we are going to have a purchase agreement for 19 the pumper, and we are going to have a finance 20 agreement. 21 Whatever agreements we are being asked to 22 execute, I need the -- I need to see those and 23 have the opportunity to review those. Purchase and what 24 MR. MUELLER: 25 else?

50 1 **MR. FRAZIER:** Finance 2 agreement. 3 MR. MUELLER: Finance? 4 Well, like I said, MS. WALDER: 5 I don't know what all the agreements are at this 6 point. I have heard two -- these two being --7 You said there MR. MUELLER: 8 was only two. What other one could there be? Ι 9 don't know. 10 MS. WALDER: I don't know 11 either. MR. GABRAM: 12 That should do 13 it. 14 MR. MUELLER: All right. The 15 third thing that you need? Well, there is --16 MR. FRAZIER: and that was distributed. The three documents 17 18 were the term agreement with Huntington. They 19 want a resolution, as much as PNC did. 20 MS. PALMER: That was 21 distributed. 2.2 Okay. So that is MR. FRAZIER: 23 already out there. 24 **MR. MUELLER:** The other thing we 25 need --

51 1 MR. FRAZIER: And then we are 2 waiting on the purchase agreement. 3 MR. MUELLER: The other thing we 4 need, we need to have fresh copies of all of the 5 Prosecutor's reviewed documents. 6 MR. GABRAM: What do you mean, 7 "fresh copies"? 8 "Fresh" -- I MR. MUELLER: 9 mean, there has been some final changes that were 10 made. They were made today. She hasn't had a chance to look at them. 11 12 MR. GABRAM: Right. 13 Well, she hasn't MS. PALMER: 14 had a chance to look at them, but they are still 15 fresh -- very fresh. 16 MR. MUELLER: Is the ink dry? I 17 am sorry. All right, folks. 18 MS. WALDER: These may change 19 depending on Finley. We are waiting on Finley. 20 MR. FRAZIER: Yes. 21 MR. MUELLER: All right. What 22 else do you need? MS. WALDER: 23 I just need the 24 information so that I can certify it. I need to 25 be able to review the agreements that we are

1 being asked to --

2 Would you like MR. FRAZIER: 3 a -- as far as that list of equipment, do you 4 want something from me that says that that 5 is -- we do not have to purchase additional 6 equipment, or --7 Well, would you MS. WALDER: 8 provide me with the estimate of the total amount 9 for this contract? 10 I am expecting that would include the 11 purchase of the equipment itself, any other 12 equipment that you might need to supply. Ιf there is none, you know, then it is none. 13 The 14 cost of finance -- the finance cost, and the cost of any, you know, loan origination. I saw a 15 16 reference to 250 --17 Yeah, 250 bucks. MR. FRAZIER: 18 Yes. 19 -- \$250. And, if MS. WALDER: 20 possible, those costs on a yearly basis. 21 MR. FRAZIER: Okay. 2.2 I definitely would MS. WALDER: 23 need to know what needs -- what would need to be 24 encumbered in this 2020 fiscal year. 25 Okay. Yeah, that MR. FRAZIER:

53 1 would --2 We definitely need MS. WALDER: 3 that. 4 Which would be --MR. FRAZIER: 5 we have that 80,000 sitting there, that can --6 that portion of that can be used --7 MS. PORT: It says we do not 8 have to do a deposit. "Township shall not be 9 required to provide contract -- " 10 MR. FRAZIER: Right. But that 80,000 that we have this year, we could encumber 11 12 that for the first payment in 2021. 13 MS. PORT: Okay. 14 So it is -- that MR. FRAZIER: 15 is budgeted money for the purpose of that 16 pumper. 17 MS. PORT: Okay. 18 MR. MUELLER: Okay. So let's go 19 over our list. 20 MR. FRAZIER: Just backing 21 up a little bit. I don't think you had the 22 opportunity on it. 23 When we did the 1.75-mill levy in 2016 that 24 was voted by the people, a direct mailer went to 25 all of the residents and specifically addressed

54 that we have an immediate and critical need to 1 2 purchase a tanker and to purchase a pumper. 3 So in trying to be transparent with that, 4 too, we were very open about our specific capital 5 needs. 6 MS. PORT: Right. 7 MR. FRAZIER: And that -- the 8 people voted specifically on that. 9 MR. GABRAM: We have got the That is in service. And the --10 pumper. 11 MR. FRAZIER: Yeah, the 12 tanker --13 Or, rather, the MR. GABRAM: 14 And this is the second part of that. tanker. 15 MR. FRAZIER: Because it -- you 16 didn't have an opportunity to know. 17 MR. MUELLER: Let's go down this 18 list here. Because I would like to get specifics 19 as to what we need here. 20 Item number 1 is a lease, total amount of 21 agreement, okay? 2.2 Item 2 is the contracts, which are the 23 purchase -- which I assume is Finley. And 24 finance, which I assume is Huntington. 25 And the third item is all fresh documents

55 1 from the Prosecutor's Office as amended going 2 forward. 3 MS. PALMER: Now I understand 4 your "fresh." Thank you. 5 MR. MUELLER: What is that? 6 MS. PALMER: Super fresh. Ι 7 understand what you meant by "fresh documents" 8 after --9 **MR. MUELLER:** Yes. Exactly. 10 -- after --MS. PALMER: 11 MR. MUELLER: Okay. Is there 12 anything else that we need? 13 Exhibit 1. We MS. PALMER: 14 still need Exhibit 1 filled in. 15 MR. MUELLER: What is Exhibit 16 1? 17 MS. PALMER: The options list. 18 MR. MUELLER: Options list? 19 MS. PALMER: Yes. 20 MR. MUELLER: Okay. Number 4. 21 MS. PORT: But the Prosecutor said that --22 23 MR. MUELLER: Option --24 MS. WALDER: All the referenced 25 agreements and attachments need to be -- be in

56 1 place. 2 Okay. MS. PORT: 3 MR. MUELLER: The options 4 list -- let's be very specific -- covered by the 5 ten year lease. I don't want to go after -- I 6 want to -- I don't want to chase my tail with the 7 options list for stuff that -- you know, three 8 years from now that we may need to get, or 9 something like that it. That is just -- it has 10 got to be what is covered by the \$662,000 --11 MR. GABRAM: Right. Yes. 12 MR. MUELLER: What I am trying 13 to do is put a bracket around this whole thing. 14 If you keep letting it slip out over here and slip -- you are never -- we are never going to 15 16 get there. 17 All right. So having done that, when do you 18 want to meet? Is it Monday? Well, the 31st is 19 MR. GABRAM: 20 next Friday, one week from today. 21 MR. MUELLER: Okay. How about 22 Monday? 23 Monday? I can't MS. PORT: 24 do Monday. 25 MR. MUELLER: How about Sunday?

1 MS. WALDER: What is the 2 purpose of this --3 MR. MUELLER: You cook it, and 4 we will have dinner at your house. 5 MS. PORT: I know how to 6 cook. 7 MS. PALMER: We need to see 8 when we get these documents back. 9 MR. FRAZIER: Yeah, probably 10 the biggest thing is the document that will be 11 coming back and forth between Finley and the 12 Prosecutor's Office. 13 MS. PORT: Okay. 14 MR. MUELLER: So Tuesday --15 And I don't see MR. FRAZIER: 16 it --17 Tuesday would MR. MUELLER: 18 be --19 MS. PORT: Just give her a 20 heads up, "Hey, your husband is going to have to 21 make dinner for the kids and stuff. You are 22 going to be working." 23 MR. GABRAM: So it will be --24 we have got seven days. 25 MR. MUELLER: And we need

58 1 to -- how about Tuesday, projected? 2 MS. PORT: Tuesday is okay. If we -- well, Tuesday we should be able to --3 4 T think we need to MS. PALMER: 5 let Krissy coordinate the documents and find out 6 when we can do it. 7 MR. GABRAM: Yeah, because we 8 are putting a lot of weight on her. 9 MR. MUELLER: I hate to put this 10 on your back, but do you want to check with our Fiscal Officer and make sure that she is 11 satisfied with all of these things? 12 13 MS. PALMER: Sure. 14 MR. MUELLER: Okay. 15 MS. WALDER: Yeah. And. 16 again, folks, if you are asking, you know -- I have questioned the ability to review -- or the 17 18 opportunity to review these documents. Not knowing the extent of these documents or what 19 20 this is, I don't know how long that will -- how 21 long that will take. 2.2 Well, obviously MR. MUELLER: 23 it is a big priority right now, because we are 24 talking about \$36,000 that it could cost us --25 36,000 between changes of interest rate and

1 missing the deadline. That is a chunk of change on a piece of equipment that is only 660. 2 3 MS. WALDER: Oh, I don't 4 disagree. And that is -- we have had numerous 5 discussions and why we said, you know, please 6 start -- you know, start early because it takes a 7 while to go through all of this. 8 And, you know, with all due respect to the 9 Board of Trustees, the Fire Department has had a 10 tanker that has not been in service for over a 11 year, sitting there, that we know that is worth 12 at least \$13,000 on trade-in, that we have been housing and heating -- heated storage, and we 13 14 have been paying insurance on. So there is 15 13,000 that could have been saved 12 months --16 12 months ago. 17 MR. MUELLER: How much -- how much is the insurance on a \$13,000 vehicle? 18 19 Well, I have been MR. FRAZIER: 20 trying to figure out a way to get rid of it, too. We -- I have contacted the Prosecutor over 21 22 a third-party contractor. That did not meet the 23 State statute. 24 We are looking at the GovDeals that came to 25 our last meeting; that is probably our best bet

1 with that. We didn't have the ability to trade 2 it in on this vehicle. We couldn't do that with 3 the last -- the other tanker, because we had to 4 keep it in service for a while to get people 5 trained in driving and using the vehicle, so -so we don't -- until we do GovDeals, we don't 6 7 have a viable way to get rid of that vehicle. 8 And that was presented at the last Trustees' 9 meeting by the Police Department. 10 Well, the nice MR. MUELLER: thing about it is, is that the GovDeals -- I 11 12 mean, I assume you could literally call them up, and in three days they have it out there? 13 14 MR. FRAZIER: Yes, once -- once 15 we set that up --16 MR. MUELLER: Yes. But I am saying, it is -- it will happen quickly. 17 18 MS. PALMER: Yes. The contract 19 has been sent to the Prosecutor's Office. 20 MR. MUELLER: Okay. 21 MS. PALMER: So that is the 22 first step. 23 MS. WALDER: My point is is 24 that that asset has been available to get that 25 money out for -- for at least 12 months.

61 1 And --2 MR. MUELLER: Yeah, but up until 3 just --4 -- we have not --MS. WALDER: -- up until like 5 MR. MUELLER: 6 60 days -- 30 days ago, we were under the 7 assumption that it would be easy to use as a 8 trade-in. And then we found out that, no, you 9 can't quite do that. 10 Right. MR. FRAZIER: 11 And so let's go MR. MUELLER: 12 the other direction. Time is of the ex -- of the Schnell, schnell. 13 essence. All right. I have got my list. I am going 14 to give this to you. I want you to Xerox it and 15 16 e-mail me off, and make sure John has it. If you 17 can read my writing, we will be good, because there is four items there. 18 19 Pass that down, please, to Melissa. 20 MS. PALMER: Okay. 21 MR. GABRAM: Okay. We still 2.2 have --23 MR. MUELLER: And what we are 24 going to -- what we are -- the plan here is that 25 we are going to have some kind of a -- do you

1 want me to read that to you? 2 MS. PALMER: Luckily I made my 3 list, too. I will work on it. 4 I think you need MR. MUELLER: 5 to tell us late Monday whether we are going to 6 be meeting on Tuesday in the a.m. sometime. 7 So --8 Well, don't MS. PALMER: 9 forget that I need 24 hours to Sunshine it, too. 10 I mean, this is --11 MR. MUELLER: Yeah, I 12 understand. 13 We will work on MS. PALMER: 14 a turnaround time as soon as possible, but --15 MR. MUELLER: Okay. I guess at this 16 MR. GABRAM: point, we still have got an open motion on the 17 18 first one. You should call a question on it. 19 What was --20 MR. MUELLER: Yes. Do you want 21 to vote on that? That is fine. 22 I was under the impression that you didn't 23 want to vote on any of these until we got those 24 four items. Well, we --25 MR. GABRAM:

63 1 MS. PORT: Well, essentially 2 it is still going back to the Prosecutor, 3 correct? That is correct. 4 MR. MUELLER: 5 I mean, I am comfortable with that motion. 6 MR. GABRAM: She has the final 7 If she says no, this -- then we can't do say-so. 8 it. 9 MR. MUELLER: No, now wait a 10 minute. 11 MR. GABRAM: Pending approval. 12 MR. MUELLER: Don't -- don't -there has got to be a way it can be done. Don't 13 14 tell me, "Oh, well, gee, we can't do this." 15 Every -- every political subdivision in Ohio has 16 probably done one of these at some point in 17 time. I don't see why we can't do one now. 18 MR. GABRAM: Well, as this 19 reads there, it says "pending approval by the 20 Geauga County Prosecutor." 21 MR. MUELLER: There you go. And 22 the other thing I like is if we -- if we do the 23 contract, the pumper contract, does that lock us 24 in and we don't have to worry about that 33 25 percent -- the 3 percent increase? I think it

1 probably does.

2 Well, you would MR. FRAZIER: 3 have to sign that purchase agreement. 4 MS. PALMER: And have it 5 certified. 6 MR. GABRAM: And have it 7 But if it is not approved, we can't certified. 8 go ahead and buy that. It has to be approved. 9 That is the way I am looking at it. I mean, 10 if she comes back -- or this motion has to be 11 changed. MR. MUELLER: 12 Well, I quess my point is, is that she can do what she has to do 13 14 to make it good. That -- in the end, we are going to buy this damn pumper. And we are going 15 16 to buy it on a lease-purchase basis. I don't know what the weasel words are that 17 18 you have to put on the contract. But the bottom 19 line is, it can be done and it will be done. 20 MR. GABRAM: Well, it still --21 well, it --2.2 MR. MUELLER: Do you want to table this and do all three of these when we come 23 24 back on --25 Yeah, that is --MR. GABRAM:

65 1 MS. PORT: Well, I think that 2 we can still do that you would be the contract --3 MR. MUELLER: Where is that? Is 4 that number 2? 5 MS. PORT: This purchase 6 agreement, yes. I mean, that is --7 MR. MUELLER: All right. Can I 8 have a motion? 9 MS. PALMER: I wouldn't, not 10 until you have a purchase agreement. I would 11 not. 12 MR. GABRAM: Yeah. That is just -- that is putting the horse before the 13 14 cart. MS. PALMER: The cart before --15 16 yes. Thank you. I would not do that. 17 MR. GABRAM: Yeah, we 18 probably -- but we still have an open motion 19 here, a second, and we still have --20 MR. MUELLER: All right. Does 21 somebody want to move to table the motion? 2.2 Well, wait a MR. GABRAM: 23 minute. We could table it. 24 MS. PORT: Well, we could --25 if we have a motion, we could just all say no,

66 and then it would die. 1 2 MR. GABRAM: Right. It would 3 die on the floor. 4 Right. MS. PORT: 5 MR. GABRAM: Or, you know, you vote yes for it, and approve -- approval as to 6 7 the form of it. 8 Right. MS. PORT: 9 MR. GABRAM: I mean, the 10 form is -- if the form is no good, this motion is 11 no good. 12 MR. MUELLER: Yeah. 13 That is the way I MR. GABRAM: 14 read it. 15 But the idea that MR. MUELLER: 16 it is not going to happen is not on the table. It is not on the table. 17 18 MR. GABRAM: It's -- this will 19 happen. The problem is we have got -- time. 20 MS. PORT: Okay. This --21 this number is not going to change at all? This 2.2 800721? 23 MR. MUELLER: Yeah. That is --24 MR. FRAZIER: Yeah, that is what 25 this actually refers to.

67 1 MS. PORT: That is going to 2 stay the same? 3 MR. FRAZIER: Yep. 4 So it really is --MS. PORT: 5 nothing that precludes us from saying okay to --6 MS. PALMER: The date of 7 today's meeting -- the purchase agreement, it 8 might change, today's meeting. 9 Well, we can MS. PORT: 10 just -- we could just --11 MS. PALMER: That is the only 12 specific --13 Yes. MS. PORT: 14 MR. MUELLER: Okay. Do you want to go ahead and vote on the first motion that is 15 on the floor? 16 MR. GABRAM: 17 Well, you either 18 vote yes or no. I mean, we vote yes -- pending 19 the approval of the -- you know, that is the 20 whole thing, pending the approval of the -- of 21 the Geauga County Prosecutor. If she says -- if 22 she doesn't approve it, this is no good. 23 MR. MUELLER: Which, in my 24 opinion, my view at this point, I hate to put the 25 heat on her, but, you know, she has got to find a

1 methodology and the --

2 And if she doesn't MR. GABRAM: 3 find -- if she cannot make it work, then this 4 motion is no good. If she can make it work, then 5 the motion is already made. 6 MS. PORT: Well, then, there 7 is no harm, no foul. I mean, we made a motion. 8 If she didn't follow through --9 MR. GABRAM: That is the way I 10 read it. 11 -- then the onus MS. PORT: 12 is on her. 13 MR. GABRAM: Right. 14 MS. PORT: It is not 15 something -- it is something we say as a group we 16 want. If it doesn't come to fruition, then there 17 is nothing against us to say --18 MR. GABRAM: Yes. I think --19 MR. MUELLER: Howard -- Howard, 20 you are an attorney. 21 MR. GABRAM: If the Board wants 2.2 it --23 It is a damn poor MR. MUELLER: 24 attorney that can't make something happen. 25 MR. SHANKER: Can I send you a

bill? 1 2 What you need -- what you need to do is you 3 have to have a billed sheet to say what -- how 4 the thing has to be billed. 5 And then I have a question, or two. 6 Well, that is what she needs. 7 MR. MUELLER: Howard, you are 8 allowed to have a question. You have sat through 9 this. 10 MR. SHANKER: Okay. I wanted to 11 know what kind of engine is in the pumper. And 12 does it have Halon capabilities since we are 13 adding another gas station here? 14 MR. FRAZIER: The -- it is a Cummins --15 16 MR. MUELLER: It is a diesel, 17 isn't it? 18 MR. SHANKER: Yeah, Cummins is 19 the best value, correct. Because they built them 20 as far as -- with Stewart & Stevenson's, which are like three times more. 21 And Halon is to put out, like, fuel fires. 22 23 MR. FRAZIER: Yeah. Well, 24 actually, we use foam for that. And --25 MR. SHANKER: But isn't the

70 1 Halon -- it is foam. Is it coming with foam? 2 MR. FRAZIER: We have a separate 3 vehicle for that right now. 4 MR. SHANKER: Okay. 5 MR. FRAZIER: It's -- our 6 current Pierce has a foam system in it. 7 MR. SHANKER: Yeah, I know. 8 This vehicle would MR. FRAZIER: 9 not have one in it. 10 MR. SHANKER: And are you guys 11 selling the current one that we have, or --12 MR. FRAZIER: We would get rid 13 of the 1988. And we would get rid of the -- the 14 tanker really doesn't bear on that. That is a 15 separate issue. 16 MR. SHANKER: As long as you 17 will still have it; I think you will need it for 18 the second gas station. 19 Well --MR. FRAZIER: 20 MR. SHANKER: I mean, I hope you 21 don't need it, but --2.2 The ultimate MR. FRAZIER: vehicle it will replace is a 1988 Pierce. But 23 24 the vehicles from this area are not highly 25 sought, because of the --

71 1 MR. SHANKER: The rust. The 2 rust. 3 MR. FRAZIER: Yes. Especially a 4 32 year old --5 MR. SHANKER: Well, did you guys 6 think of just having an auction with that guy who 7 sells everything? KIKO? 8 MR. FRAZIER: We've had very 9 poor luck with that. 10 Well, I will tell MR. SHANKER: 11 you, there is a big auction for tractors, maybe 12 in about two months with -- I don't know his 13 name. Maybe it is KIKO. 14 MR. MUELLER: Well, we are going 15 to put you in charge of this. 16 MR. SHANKER: Middlefield 17 Auction. He has their spring auction, at the 18 fairgrounds. And they get over -- they get over 19 500 or 600 vehicles. So you can --20 MR. MUELLER: But you have got 21 to have somebody who wants to buy a fire truck. 2.2 Well, that is the MR. SHANKER: 23 auctioneer. I mean, if you want to get rid of 24 it, get rid of it. I mean, maybe someone --25 MR. MUELLER: But we have

72 this other thing. You didn't sit through that 1 2 Gov --3 MR. SHANKER: I did. I thought 4 you guys were selling it -- trading it in the last time I was here. But I guess --5 6 Well, that is --MR. MUELLER: 7 that is the vehicle, I think, we are going to 8 use, to get rid of. 9 MR. GABRAM: We could not trade 10 it in as --11 You can definitely MR. SHANKER: 12 sell it there. The guy sells -- I mean, he sells everything from 100,000 and down. They sell a 13 14 lot of tractors. 15 MR. MUELLER: All right. Ladies 16 and gentlemen, where are we on this? 17 I have one other MS. WALDER: 18 question. Is anyone beside me uncomfortable with 19 the idea of voting on a purchase agreement that 20 no elected official of the Township has read? 21 MS. PORT: I did look at this 22 document. I printed it off. I did review it. Т looked at Melissa's notes. 23 24 Thank you. MS. WALDER: 25 MS. PORT: I did go -- I did

73 1 call the Prosecutor's Office today. 2 This man right MR. MUELLER: 3 here --4 I took the MS. PORT: 5 initiative to --6 MR. MUELLER: This man right 7 here has done dozens of these things. 8 MS. PORT: -- to say, "Hey, 9 what are the two -- what are the small things 10 that you need?" And the response was -- was with 11 the financing, and the other was just the 12 itemization. And I asked John about itemization, and he said, "Yes. The Prosecutor is aware of 13 14 that, the items list, so that everything is 15 specified. It is going to be attached to -- as 16 another attachment to this agreement." 17 And so those were -- those were things that 18 I had done and read through --19 MS. WALDER: Okay. 20 MS. PORT: -- prior. 21 MS. WALDER: I am just saying, 22 I am extremely uncomfortable with this. 23 MS. PORT: Т --24 MR. MUELLER: I will be honest 25 with you. Even if you read it, I am not sure you

74 would catch some of the really significant small 1 2 things that are in there, but he would. He has 3 done it dozens of times, and I trust him. 4 And also the MR. GABRAM: 5 Prosecutor goes through, the rights and wrongs, which I have no idea. I am not a lawyer. 6 7 MR. SHANKER: Well, you were a 8 fireman, though, weren't you? 9 MR. GABRAM: Yeah. Well, I am 10 fine with what is going on here. But as far as 11 the -- you know, the paperwork makes it a legal 12 contract and not a legal contract, that is the 13 reason we have -- and a person up there at the County, assigned to the Township, to make those 14 15 decisions. If it is a good contract, sign off on 16 it. 17 MR. SHANKER: Well, they are 18 good -- they are great fire engines. 19 MR. GABRAM: It is. Okay. I am at 20 MR. MUELLER: 21 your disposal, ladies and gentlemen. 2.2 Pardon? MR. GABRAM: 23 MR. MUELLER: I said I am at 24 your disposal. What do you want to do here? 25 MR. GABRAM: Well, the way I

75 read it here, it is pending -- it all depends on 1 2 whether the Prosecuting Attorney is going to 3 approve the form -- the contract, the way it is 4 put together. **MR. MUELLER:** I am comfortable 5 with that. 6 7 Well, essentially MS. PORT: 8 we are the ones agreeing on the terms. She is --9 she -- hers is the format that --10 MR. MUELLER: Right. 11 MS. PORT: -- legally is in 12 the best interest of Russell Township. 13 MR. GABRAM: And if she figures 14 it is not, then this whole motion doesn't really do any good, because we have got to then put 15 16 together a contract that is correct. 17 But that is her MR. MUELLER: 18 job. 19 MR. GABRAM: Right. Not ours. 20 MR. MUELLER: Not our job. That 21 is right. 2.2 MR. GABRAM: So we are waiting 23 for that. So, I mean, it wouldn't make any 24 difference to vote yes or no on it, I mean, 25 because --

1 MR. MUELLER: Could I have a 2 motion to table this until our next meeting? 3 MR. GABRAM: I so move that. 4 What about this MS. PORT: 5 resolution? I am sorry. I mean, is that 6 something that has to get redone? 7 MS. PALMER: A resolution? 8 Is that dated for MS. PORT: 9 anything? A resolution for --10 MS. PALMER: I am sorry. Let 11 me look to refresh my memory. 12 MS. PORT: Because it was -it says, "Whereby" -- blah, blah, blah, blah, 13 14 blah. 15 MS. PALMER: This is a 16 Huntington resolution to do financing. Right, 17 John? 18 MR. FRAZIER: Yes. 19 So would that MS. PORT: 20 help, or do you need, Karen, to have specifics 21 from Huntington before we do a resolution? 2.2 MS. WALDER: Yeah. I don't 23 know how that plays in with the rest of the 24 Huntington documents. 25 MS. PORT: Okay. So that

76

77 1 is -- that is something we can --2 MR. GABRAM: Krissy has to look 3 at the --4 She did. MR. FRAZIER: 5 MR. GABRAM: She did. That is 6 all right, that part of the --7 MS. PALMER: Yeah, Krissy is 8 good with this, but I don't think there is a 9 point in doing this without a purchase 10 agreement. 11 MR. MUELLER: Correct. That is 12 kind of what I figured. 13 MS. PALMER: Then I can 14 revise --15 MS. PORT: Okay. And then, 16 Karen, that is already the -- the Assistant 17 Prosecutor has already looked at that list for 18 that. 19 MS. WALDER: Okay. 20 MS. PORT: Okay. 21 I am going to call MR. MUELLER: 22 the question. All of those in favor of tabling 23 it will say --24 Well, hang on. MS. WALDER: We 25 don't have a second for the motion to table it.

		78
1	MR. GABRAM:	I will second it.
2	MR. MUELLER:	I will second it.
3	MR. GABRAM:	You make the
4	motion. I will second it.	
5	MR. MUELLER:	No. You make the
6	motion. I will second it.	
7	MR. GABRAM:	I will make the
8	motion that we table it. You	can second it.
9	MS. PORT:	Okay.
10	MR. GABRAM:	Call the question.
11	MS. WALDER:	I will call for
12	roll. Ms. Port?	
13	MS. PORT:	Yes.
14	MS. WALDER:	It's the motion to
15	table it?	
16	MR. GABRAM:	Yes.
17	MR. MUELLER:	Yes.
18	MS. WALDER:	Mr. Gabram?
19	MR. GABRAM:	Yes.
20	MS. WALDER:	Mr. Mueller?
21	MR. MUELLER:	Yes.
22	MR. GABRAM:	Okay.
23	MS. PORT:	Can I make a
24	motion that we have hear ba	ack from the
25	Assistant Prosecutor at reg	garding this

79 1 purchase agreement and form so that 2 within --3 MR. GABRAM: Within seven 4 days. 5 MR. MUELLER: No, we can't do 6 seven days. 7 MS. PALMER: I don't think we 8 need to make a motion to --9 MR. MUELLER: No. No. That is 10 why I think Melissa needs to follow up on it and 11 make sure that --12 MS. PORT: Because I just 13 wanted to have it so that if somebody looked at 14 our minutes and said, "Okay. This is tabled," 15 but then we do another Sunshine for another 16 special meeting -- it doesn't make any 17 difference. Okay. All right. 18 MS. PALMER: We can indicate 19 that we are going to have another special 20 meeting. 21 MS. PORT: Okay. All right. 22 So what do you need from us? Anything that we 23 can do? 24 MR. FRAZIER: Well, actually, 25 Melissa has the draft, the Huntington documents,

80 1 so that can go to the Fiscal Officer. 2 The blue marked up MS. PALMER: 3 ones? 4 MR. FRAZIER: Yes. 5 MS. PALMER: Do you want her to б have those now? 7 MR. MUELLER: Yes. 8 MR. FRAZIER: Yes. 9 MS. PALMER: Okay. 10 So that would be MR. FRAZIER: all the Huntington documents that --11 12 MS. PALMER: Okay. All right. 13 -- that Kristen MR. FRAZIER: 14 has. Plus you distributed already the term sheet 15 with Huntington? Which is what we 16 MS. PORT: had in our resolution? 17 18 MR. FRAZIER: Yes. 19 MS. PORT: Okay. 20 MS. PALMER: I distributed only 21 the two documents that you said I could. The two 22 that Krissy --23 Approved. MR. MUELLER: 24 MS. PALMER: -- stamped. 25 MR. FRAZIER: Yeah. One of

1 those was the term sheet, and then the other was 2 the purchase agreement. So she -- she redacted 3 the purchase agreement. And you have the -- you 4 already distributed the Huntington term sheet. 5 So the Fiscal Officer would need the draft, the 6 lease agreement from Huntington; everything that 7 Kristen had reviewed. 8 MS. PALMER: Okay. 9 MS. PORT: And then you will 10 get back to them for your -- when you hear back 11 from Finley? 12 MR. FRAZIER: Yes. As soon as I walk out, I will call them and see if they 13 14 received -- make sure they received that. 15 MS. PORT: And then they will 16 get those documents for review. That sounds 17 right. 18 MR. GABRAM: Yes. 19 MR. MUELLER: So we are going to have some kind of a planner recall from our able 20 21 assistant Igor --2.2 Thank you. MS. PALMER: 23 MR. MUELLER: -- who will tell 24 us where we are relative to the document review 25 from her, and the four items that I put on that

81

82 list. 1 2 Okay. Can we have a motion to adjourn? 3 I am only the Chairman. Nobody listens to 4 me. 5 **MR. FRAZIER:** I think they are 6 engaged. 7 MR. MUELLER: Hey you, can we 8 have a motion to adjourn? 9 MS. PORT: I -- I make a 10 motion to adjourn. 11 MR. MUELLER: Second. 12 MR. GABRAM: Second. 13 MR. MUELLER: All of those in 14 favor? 15 MS. PORT: Aye. 16 MR. GABRAM: Aye. 17 MR. MUELLER: Aye. Good. Thank you. Have a nice day, folks. 18 19 (Thereupon, the meeting was 20 adjourned at 5:50 p.m.) 21 22 23 24 25

83 1 CERTIFICATE 2 3 STATE OF OHIO,) SS:) 4 SUMMIT COUNTY,) 5 I, Jerri Lynn Wheat, a Stenographic 6 Reporter and Notary Public within and for the State of Ohio, duly commissioned and qualified, 7 do hereby certify that these proceedings were taken by me and reduced to Stenotypy, afterwards prepared and produced by means of Computer-Aided 8 Transcription and that the foregoing is a true 9 and correct transcription of the proceedings so taken as aforesaid. 10 I do further certify that these proceedings 11 were taken at the time and place in the foregoing caption specified, and were completed without 12 adjournment. 13 I do further certify that I am not a relative, employee of or attorney for any party or counsel, or otherwise financially interested 14 in this action. 15 I do further certify that I am not, nor is 16 the court reporting firm with which I am affiliated, under a contract as defined in Civil 17 Rule 28(D). 18 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Akron, 19 Ohio, on this 29th day of January, 2020. 20 21 Jerri Lynn Wheat, Stenographic 22 Reporter and Notary Public in and for the State of Ohio. 23 24 My commission expires April 8, 2023. 25

				0
	9:13 53:25	65:6,10 67:7	18:3,7 44:20	61:7
A	addresses	72:19 73:16	66:6 67:22	attach
a.m			75:3	12:11
62:6	8:22 32:2	77:10 79:1		
ability	adjourn	81:2,3,6	approved	attached
23:8 36:12 58:17	82:2,8,10	agreements	13:21 14:4,7	8:21 9:15 10:4
60:1	adjourned	37:8 49:21 50:5	41:17 43:20	18:12 30:6
able	82:20	51:25 55:25	46:3,8 48:1	73:15
24:22 26:23	adjournment	ahead	64:7,8 80:23	attachment
30:20 31:23	83:12	64:8 67:15	approving	8:13 35:23 48:1
45:16 51:25	administrative	air	17:25 18:3	73:16
58:3 81:20	3:20 4:2 20:17	31:6 32:7 33:5	approximately	attachments
above-entitled	24:10 44:17	Akron	24:7	36:3 55:25
1:15	Advanced	83:18	April	attorney
acceleration	25:11	allowed	83:24	2:13 28:6 68:20
23:19	advocating	69:8	area	68:24 75:2
accident	22:9	amazing	70:24	83:13
24:17	affiliated	31:22	arrive	auction
accomplished	83:16	amended	9:1	71:6,11,17,17
38:9	affixed	21:5 55:1	arrived	auctioneer
achieve	83:18	amount	9:4	71:23
8:11	aforesaid	19:14 20:3 21:9	aside	audit
acquired	83:9	29:6 30:8,9,11	35:21	19:1 39:12
23:5	afternoon	48:21 52:8	asked	Auditor
act	14:1	54:20	7:23 8:8 9:10	18:25 43:1
5:11	ago	amounts	23:16 39:12	authorize
action	8:1 38:11 40:16	45:20	49:21 52:1	5:10
83:14	41:13 59:16	annual	73:12	automatic
actual	61:6	25:16 29:6	asking	21:13
33:17,21 44:2	agree	anymore	18:6 19:19 21:21	available
add	15:9 48:3	41:16	29:24 30:10	24:8 41:2 60:24
20:6	agreed	APA	31:13 34:3	aware
added	16:1 37:12	18:18	58:16	30:3 73:13
18:13 21:6,21	agreeing	apparatus	asset	awry
adding	75:8	32:11	60:24	42:8
69:13	agreement	APPEARANC	assigned	axe
addition	3:24 7:24 8:8,21	2:1	74:14	32:6
47:21	8:22,23 15:23	apply	assistant	aye
additional	16:11 18:10,11	19:4	2:9 7:17 77:16	4:9,10,11,12
10:24 19:20	21:5,16 35:10	appropriation	78:25 81:21	5:19 82:15,16
21:23 29:20	35:23 38:13	19:6	associated	82:17
30:16 32:4,14	39:19 41:11	approval	5:13	
32:15 35:23	42:1 44:7,9,20	4:3 5:16 17:14	Association	<u> </u>
52:15 55:25 52:5	44:21,25 45:7	63:11,19 66:6	30:25	back
address	49:18,20 50:2	67:19,20	assume	4:21 5:5 9:21
21:4	50:18 51:2	approve	54:23,24 60:12	15:6,14,15,17
addressed	54:21 64:3	3:24 4:17 16:15	assumption	16:4,8 18:14
uuui ooou			-	
		-	-	-

	-	-	-	-
25:7 26:23	beyond	bought	car	charges
36:5,14 37:8	20:4 42:5	34:4 41:7	22:12	19:20
41:14 46:18	bid	box	care	chase
57:8,11 58:10	3:21 4:17,18	23:22	36:25	40:4,16 56:6
63:2 64:10,24	7:21 8:9 10:10	bracket	career	cheaper
78:24 81:10,10	10:12,25 11:6	33:12 56:13	36:21	39:1,2
background	11:14 44:3,11	bucks	carried	check
42:7	47:18	52:17	32:3	58:10
backing	bids	budget	cars	checked
53:20	3:22	28:25 29:16 37:9	23:25	40:1
backs	big	budgeted	cart	Chief
24:7	13:13 28:23	28:24 29:2,4,6	65:14,15	2:12 37:24 38:3
bad	58:23 71:11	29:13,13 53:15	case	Chillicothe
21:2	bigger	building	19:10 23:18	1:17
Bainbridge	11:5	31:1	catch	chunk
28:4	biggest	built	74:1	59:1
Bank	57:10	20:24 69:19	Center	circulate
38:16 40:17	bill	business	25:8	45:22 46:13
banks	69:1	3:18	certain	circulated
39:25 40:1	billed	buy	31:1 33:24	46:5,7,14
Base	69:3,4	10:18 31:3 32:5	certainly	Civil
25:11	bit	32:6,6,7 33:5	27:19	83:16
based	5:6 38:15 53:21	64:8,15,16	certificate	clause
24:20	black	71:21	19:7 30:7 45:19	16:2,3 21:5
basic	23:21	buying	certified	clerk
25:22	blah	25:21 37:10	19:15 45:18 64:5	3:5,9
basically	76:13,13,13,13	41:25	64:7	Code
8:10 10:18 28:9	76:14		certify	27:20
basis	blue	<u> </u>	30:20 35:15,18	codes
19:11 52:20	15:7 20:5,9	С	45:16 51:24	22:13,17 23:7,12
64:16	45:11 80:2	83:1,1	83:7,10,13,15	23:14 26:6,9
bear	board	cabling	Chairman	26:18
70:14	1:6,18 2:2,10	25:4	2:4 37:24 82:3	Columbo
Behalf	18:20 19:11		chance	34:23
2:2	27:19 30:2	3:2,11 23:13	13:4 51:11,14	come
believe	59:9 68:21	60:12 62:18	change	8:10 15:14 22:24
14:7 28:10 43:21	body	73:1 77:21	51:18 59:1 66:21	25:24 32:8
benefit	20:8	78:10,11 81:13	67:8	33:9 36:5
19:12	bolt	called	changed	38:16 42:7
best	33:12	19:5 40:23	64:11	46:11 47:22
18:22 38:8 59:25	bolts	capabilities	changes	48:21 64:23
69:19 75:12	11:15	69:12	13:13 16:5 20:24	68:16
bet	borrowed	capital	45:9 51:9	comes
59:25	41:14	32:2 54:4	58:25	22:14,14 23:10
better	bottom	caption 83:11	charge	31:8 32:10
38:1	64:18	03:11	21:13 71:15	39:11 64:10

	_			
comfortable	29:19	33:22	26:3 32:8 70:6	20:18
63:5 75:5	Conference	correct	70:11	department
coming	1:16	9:6 16:17,21,22	currently	3:19,20 4:2 5:14
57:11 70:1	considered	17:7 36:5 49:2	29:8	6:22 19:11
Command	48:22	63:3,4 69:19	customizing	20:17 59:9
22:8,9,9 23:17	considering	75:16 77:11	10:16	60:9
24:24	7:9	83:9		depending
commencing	constantly	correspondence	D	24:16 51:19
1:19	24:4	7:16	damn	depends
Commercial	contacted	cost	64:15 68:23	75:1
40:22,22	59:21	8:10 9:1 21:18	data	deposit
commission	contingency	30:13,13,14,15	24:2,11 38:2	53:8
19:12 37:9 83:24	16:23 17:2	31:14 32:15,17	date	described
commissioned	contract	32:18 36:16,17	5:15 44:20 67:6	9:25
83:6	3:19,21 5:12	42:20 47:6	dated	describes
commit	6:22,22 7:4,9	52:14,14,14	3:25 48:10 76:8	12:3
21:20	9:10 19:10,13	58:24	day	detail
commitment	19:14,21 20:1	costs	1:19 43:14 82:18	10:1
35:16	30:5,17,21	8:10 18:13 21:22	83:19	detailed
company	31:11 34:11	29:20 32:4,14	days	9:23 10:2
3:25 24:16	35:14,17 36:11	32:15 49:1	37:7,16,23 43:9	determine
	38:7 41:8	52:20	43:11,14 57:24	18:18,21,23
compared 41:9	42:17 45:18	counsel	60:13 61:6,6	Diagnostics
	48:21 49:8,11	83:14	79:4,6	0
comparison 39:9	49:12,15 52:9	·	deadline	25:10,11 die
completed	53:9 60:18	Countryside 23:3	59:1	66:1,3
43:18 83:11	63:23,23 64:18	23.3 County	deal	diesel
		13:17 16:16 17:6	22:11 23:24 28:8	69:16
completely 13:15	65:2 74:12,12 74:15 75:3,16	17:19 22:23	dealership	difference
	83:16	63:20 67:21	26:7,17	75:24 79:17
compliant 33:2	· ·	74:14 83:4	dealt	different
	contractor		23:4	
complicated	59:22	couple	deceleration	13:15 20:8 28:4
11:25	contracts	15:18 28:20	23:19	28:7,16 36:3
complies	28:4,7 49:7,10	36:21	decide	41:8,22
18:24	54:22	court	20:5	diligence
comply	control	83:16	decision	36:1
19:4	42:5	covered	39:13	dinner
comprehensibly	conventional	56:4,10	decisions	57:4,21
20:13	40:18 41:15	crash	74:15	direct
Computer-Aid	cook	23:19 24:12 critical	defined	53:24
83:8	57:3,6		83:16	direction
con	coordinate	54:1	definitely	61:12
30:16	58:5	Cummins	47:18,19 52:22	disagree
concern	copies	69:15,18	53:2 72:11	19:24 59:4
9:19 21:4	51:4,7	current	delineate	discovered
concerned	core	22:7,18,18 24:21	urmitate	40:10

discuss	download	either	essentially	expenditure
5:8,23,25 6:11	24:8,17	23:9 25:16 26:6	16:14 17:3 63:1	19:6 30:6
discussed	downloaded	50:11 67:17	75:7	experience
13:11 15:12 21:3	26:10	elected	estimate	26:3
38:20 40:4	dozens	72:20	19:13,15 48:20	expires
discussion	73:7 74:3	Electrical	52:8	83:24
5:17 6:3,5,20	draft	25:9	evaluation	explain
38:5	46:8 79:25 81:5	employee	39:8	12:9
discussions	drafted	83:13	event	extent
37:6 40:20 59:5	13:18 14:19,24	encountering	23:18,18 24:4	58:19
disposal	15:2,21 16:14	41:21	events	extremely
74:21,24	driving	encumber	38:6	10:2 24:22 73:22
dispute	60:5	53:11	everybody	eyes
9:19	dropped	encumbered	37:12 42:1	44:21
distributed	42:17	52:24	evolved	F
50:17,21 80:14	drove	ended	23:1	
80:20 81:4	40:2,3,3	41:25	ex	F
document	dry	engaged	61:12	83:1
9:15 12:3,7,13	51:16	82:6	exactly	facility
13:5,9 14:2,4,6	due	engine	6:1 10:13 11:23	22:23
15:11,12,17,21	19:14 27:13 36:1	11:12,13 22:8,18	11:23 16:25	fact
16:11,14 17:10	36:9 37:20	26:3 32:9	18:5 23:2,6	11:1 26:5
18:7,8 39:19	45:20 48:21	69:11	31:13 55:9	fairgrounds
43:19 45:10	59:8	engineering	exceeds	71:18
46:3 57:10	duly	42:7	21:7	Fairlane
72:22 81:24	83:6	engines	excuse	10:22 34:4
documentation	duty	39:22 74:18	27:3	far
7:18	42:25	enhanced	execute	7:15 28:5 34:18
documents		25:25	49:22	47:7 52:3
5:14 45:2,12	<u> </u>	entered	exempt	69:20 74:10
46:1,9,11	E	19:10	40:25 41:16	favor
50:17 51:5	83:1,1	entire	exhibit	4:9 27:21 77:22
54:25 55:7	e-mail	42:15	8:13 9:22 55:13	82:14
57:8 58:5,18	7:16 19:18 61:16	equipment	55:14,15	February
58:19 76:24	e-mails	3:25 4:25 21:23	exist	43:16,17,23 44:3
79:25 80:11,21	7:18	21:24 26:20	11:9	44:6,19,22
81:16	E-ONE	31:1,5,7 32:2,3	exorbitantly	47:13
doing	28:20	32:18 33:2,3,4	37:17	fifty
17:4 19:2 38:8	E-ONE's	33:23 35:13	expected	4:21
44:22 77:9	28:11,12	37:11 38:13	42:24	figure
dollar	early	52:3,6,11,12	expecting	24:11 31:13 42:9
20:3	37:12 42:13 59:6	59:2	52:10	59:20
dollars	easy	Especially	expedience	figured
25:3	61:7	71:3	27:21 37:4	77:12
doubt	effect	essence	expedient	figures
11:1	42:23	61:13	27:16	75:13

	_			
filled	fireman	forget	32:1,21,24	5:24 6:4,9,12
55:14	74:8	62:9	33:19 36:6	6:15,18 7:1,3,6
final	fires	form	38:4 40:2,9,19	7:11 11:11,18
51:9 63:6	69:22	4:3 5:16 14:4,7	41:10 42:3	11:23 12:5,18
finance	firm	16:15,16 17:5	43:17,24 44:5	12:20,24 15:2
38:13 40:21	83:16	17:6,15,25	44:13,16 45:5	16:7,23 17:1
43:25 44:20,21	firmware	18:3,4 66:7,10	45:25 46:6,16	17:14,18,21,24
49:19 50:1,3	21:22 26:13	66:10 75:3	46:22 48:25	20:21 21:1
52:14,14 54:24	first	79:1	49:3,12,16	27:8 28:3,12
financed	3:18 6:3,4,5	format	50:1,16,22	28:15 34:12,16
40:13	38:1 42:21	13:15 75:9	51:1,20 52:2	34:24 39:5,21
financial	53:12 60:22	forth	52:17,21,25	40:6 41:6,18
5:13 45:2	62:18 67:15	15:18 28:7 57:11	53:4,10,14,20	43:22,25 44:10
	fiscal			46:25 47:6,10
financially		forthcoming 35:24	54:7,11,15	,
83:14	2:11 19:3,7,16		57:9,15 59:19	47:15 48:6,9
financing	30:7 36:10	forward	60:14 61:10	50:12 51:6,12
25:14 30:14	37:3 45:3 48:2	28:2 46:11 55:2	64:2 66:24	54:9,13 56:11
32:16 39:9	52:24 58:11	foul	67:3 69:14,23	56:19 57:23
40:11 43:15,21	80:1 81:5	68:7	70:2,5,8,12,19	58:7 61:21
45:4 49:1	fiscally	found	70:22 71:3,8	62:16,25 63:6
73:11 76:16	18:24	18:12 38:16,21	76:18 77:4	63:11,18 64:6
find	five	39:16 61:8	79:24 80:4,8	64:20,25 65:12
36:11 58:5 67:25	20:22 24:7 25:23	four	80:10,13,18,25	65:17,22 66:2
68:3	29:5,5 42:4	20:22 39:22	81:12 82:5	66:5,9,13,18
fine	fix	40:13 41:19	fresh	67:17 68:2,9
12:23 32:13	26:18	61:18 62:24	51:4,7,8,15,15	68:13,18,21
62:21 74:10	floor	81:25	54:25 55:4,6,7	72:9 74:4,9,19
Finley	66:3 67:16	framework	Friday	74:22,25 75:13
3:24 8:8 13:23	fluctuates	10:18	1:8,19 56:20	75:19,22 76:3
15:6,13,21	47:7	frankly	front	77:2,5 78:1,3,7
16:1,3,8 23:11	foam	7:8	28:8	78:10,16,18,19
28:8 36:4 41:8	69:24 70:1,1,6	Frazier	fruition	78:22 79:3
51:19,19 54:23	folks	2:12 7:22 8:4,7	68:16	81:18 82:12,16
57:11 81:11	51:17 58:16	8:14,17,20 9:4	fuel	Gary
Finley's	82:18	9:7,12,14,18	69:22	2:6 36:22
16:12	follow	9:25 10:6 11:4	fulfill	gas
fire	27:20 37:4 68:8	11:9,17,24	36:13 45:15	69:13 70:18
1:16 3:18,24	79:10	12:10 13:1,22	further	Geauga
5:14 6:17,22	following	13:25 14:9,13	38:6 83:10,13,15	17:18 63:20
15:22 16:1,8	1:21 20:1	14:17 15:8,24		67:21
20:5 23:11	foot	16:9 20:25	G	gee
28:8 30:24	11:21	21:3,12 22:2	G	63:14
41:8 59:9	Ford	22:16 23:23	2:6	gentlemen
71:21 74:18	10:22	26:2 28:10,13	Gabram	72:16 74:21
Fire-Rescue	foregoing	28:18 29:1,11	2:6 3:7,14,15	gist
2:12	83:8,11	29:14 30:23	4:6,10 5:3,5,21	25:6
	,	/		

Ir				0
give	GovDeals	58:9 67:24	59:13	include
30:5 48:14 57:19	59:24 60:6,11	head	Howard	52:10
61:15	government	19:11	2:13 68:19,19	included
	40:24,25	heads	2.13 08.19,19 69:7	25:17 30:17
go 3:22 9:21 10:3	,	57:20	hundred	31:10 34:10
10:10,12 38:25	great 13:4 74:18	hear	4:21	includes
41:4 45:23		78:24 81:10	4.21 Huntington	4:24 33:24
46:18 47:9,17	group 40:23 68:15	heard	38:16,18,25	including
40.18 47.9,17 53:18 54:17	guaranteed	42:23 50:6	39:18,23 40:3	32:9 45:1 48:25
56:5 59:7	25:23	42:23 50:0 heat	40:8,10,12,14	52:9 45:1 48:25 inconvenient
61:11 63:21	- · -	67:25	40:17,20 43:18	27:15 36:25
	guess 3:21,23 7:4	heated	,	
64:8 67:15	,		45:6,10,12,22	increase
72:25 80:1	19:23 62:16	59:13	46:2,9,15	27:7,17 42:22
goal	64:12 72:5	heating	49:16 50:18	44:3 63:25
42:8	guy	59:13	54:24 76:16,21	indemnification
goes	71:6 72:12	held	76:24 79:25	16:2
10:1,2 19:7 28:5	guys	1:15	80:11,15 81:4	indicate
42:8 48:1 74:5	70:10 71:5 72:4	help	81:6	19:9 79:18
going	H	9:2 76:20	husband	indicated
3:4 13:21 14:24	H	helps	57:20	40:16
20:19 25:24	2:13	12:12		indication
26:19 27:23,24	2.15 Halon	hereunto	idea	42:22
30:11 31:14	69:12,22 70:1	83:18	28:16 34:6 44:22	information
32:16 34:5,6	hand	Hey	28:10 34:0 44:22 66:15 72:19	22:1 24:18 25:7
36:14,15,17	83:18	57:20 73:8 82:7	74:6	25:8 26:11,23
38:22,24 39:12	hands	hiccups	identifies	30:19 38:1,12
42:19 43:4	16:12	41:21	29:23	45:1 51:24
47:4,9 49:18		highly		initial
49:19 55:1	hang	70:24	identify 19:22 42:9	40:20
56:15 57:20,22	77:24	hit		initiates
61:14,24,25	hangs	47:13	Igor	46:10
62:5 63:2	11:21	hold	81:21	initiative
64:15,15 66:16	happen	43:20	III 22, 10, 25, 1	73:5
66:21 67:1	34:6 60:17 66:16	holding	22:10 25:1	ink
71:14 72:7	66:19 68:24	42:19	imagine	51:16
73:15 74:10	happened	honest	13:12 14:24	inquiry
75:2 77:21	24:12	37:19 73:24	immediate	8:19
79:19 81:19	happens	hope	54:1	installed
good	20:4	70:20	implication	32:10
21:1 61:17 64:14	happy	horse	37:1	instances
66:10,11 67:22	40:12	65:13	implied	18:12
68:4 74:15,18	hard	hours	42:18	instruction
75:15 77:8	34:25	8:1 62:9	impossible	10:8
82:17	harm	house	31:15,17,19	insurance
Gov	68:7	57:4	impression	24:16 59:14,18
72:2	hate	housing	62:22	interest
11				

				-
18:22 47:8,10	John	43:4 44:23,25	22:19,20	53:23
47:16 58:25	2:12 6:13,14	47:12,16 50:5	laundry	light
75:12	27:5 38:21	50:9,10 52:13	45:1	22:14
interested	61:16 73:12	52:15,23 54:16	Law	lights
83:14	76:17	56:7 57:5	2:13	10:4
internet	June	58:16,20 59:5	lawyer	line
22:21,25	37:8	59:6,8,11	74:6	14:14 28:9 64:19
involving	jury	64:17 66:5	lay	Linux
30:5	16:3	67:19,25 69:11	12:2	25:9
issue		70:7 71:12	learned	list
6:23 70:15	K	74:11 76:23	37:10	8:9 9:2,16,20,22
issued	Karen	knowing	lease	10:1,3,8 11:25
45:20 46:17	2:11 48:13 76:20	58:19	38:12 39:19	12:12 31:7,10
issues	77:16	knows	40:24 42:1	36:2 45:1
13:11 18:9 30:24	keep	33:25	45:7 46:2,10	47:25 48:14
item	56:14 60:4	Krissy	46:17 48:19	52:3 53:19
3:18 28:24 54:20	kicked	45:23 58:5 77:2	54:20 56:5	54:18 55:17,18
54:22,25	40:21	77:7 80:22	81:6	56:4,7 61:14
itemization	kids	Krissy's	lease-purchase	62:3 73:14
73:12,12	57:21	49:14	31:24 40:24	77:17 82:1
itemized	KIKO	Kristen	41:17 64:16	listed
8:19 9:2	71:7,13	7:23 12:11 15:25	lease-purchases	7:20 31:10 34:13
itemizes	kind	16:10 21:3	40:25	34:15,17
8:16	43:14 61:25	46:18 47:24,24	leaves	listens
items	69:11 77:12	80:13 81:7	30:25	82:3
10:24 15:25	81:20	Kristina	left	literally
21:15,17 29:18	know	2:5	10:7 40:1	42:16 60:12
29:20,22 30:16	7:25 10:22,25		legal	little
31:9 32:5,15	13:6,6 15:7	L	74:11,12	5:6 11:20,25
34:10 61:18	17:11 18:15	ladder	legally	20:19 22:14
62:24 73:14	19:21 20:7,19	32:5	18:19 42:25	53:21
81:25	21:19 23:6	ladders	75:11	loan
	24:15,16 25:8	31:5 33:5	lessons	30:14 32:17
J	25:13,14,18,25	ladies	37:10	52:15
James	26:2,16,19	72:15 74:21	lessor	loans
5:11	27:5,16 28:19	lady	33:1	40:18 41:15
January	31:18,21,23	31:15	let's	local
1:9,20 4:1 5:15	32:18,25 33:13	laid	6:11 9:19 42:9,9	20:8
43:8,8,10,12	34:18 35:8,9	44:21	42:13,13 53:18	lock
83:19	35:10,12,13,13	Lake	54:17 56:4	63:23
Jerri	35:17 36:14,23	22:23	61:11	long
83:5,21	37:2,3 38:10	large	letters	25:14,17 37:17
Jim	38:11,14,17	37:11	11:2	41:13 48:9,11
2:4 5:3,11	39:14,18 42:9	late	letting	58:20,21 70:16
job	42:12,13,16,17	6:16 62:5	56:14	look
75:18,20	42:18,19,23	latest	levy	11:24 14:1 17:5
			·	
1				-

76:11 77:2	Mark	Melissa	63:5 64:10	58:9,14,22
looked	32:9	2:9 61:19 79:10	65:8,18,21,25	59:17 60:10,16
15:25 26:11	marked	79:25	66:10 67:15	60:20 61:2,5
28:19,20,20	80:2	Melissa's	68:4,5,7 75:14	61:11,23 62:4
39:14,25 72:23	markup	7:17 72:23	76:2 77:25	62:11,15,20
77:17 79:13	45:11	memorialize	78:4,6,8,14,24	63:4,9,12,21
looking	markups	39:10	79:8 82:2,8,10	64:12,22 65:3
25:6,13 28:3	45:22	memory	mount	65:7,20 66:12
37:25 39:9	Haster	76:11	33:14	66:15,23 67:14
41:9 59:24	38:12 45:7 46:10	mentioned	move	67:23 68:19,23
64:9	46:17	31:7	4:5 5:22 28:2	69:7,16 71:14
looped	materials	methodology	33:3 65:21	71:20,25 72:6
24:3	30:16	68:1	76:3	72:15 73:2,6
	matter	Middlefield	Mueller	73:24 74:20,23
loose 31:7	1:15 26:5	40:3,17 71:16	2:4 3:1,10,16,17	· ·
51:7 lot	McConnelsville	40:3,17 /1:10 minimal		75:5,10,17,20 76:1 77:11,21
58:8 72:14	3:25	minimal 33:20	4:8,12,18,22	,
		· ·	5:1,4,9,11,11	78:2,5,17,20
low	mean	minute 7.1.62.10.65.22	6:8,10,14,21 7:14 8:6 10:0	78:21 79:5,9
4:14,17	17:19 25:13 28:8	7:1 63:10 65:23	7:14 8:6 10:9	80:7,23 81:19
luck	35:22 36:20	minutes	10:17,21 11:8	81:23 82:7,11
71:9	51:6,9 60:12	6:16 79:14	11:20 12:15,19	82:13,17
Luckily	62:10 63:5	mirror	12:22 13:8,12	multiple
62:2	64:9 65:6 66:9	11:22	13:16,24 14:19	37:5
Lynn	67:18 68:7	missing	14:23 15:4	MUX
83:5,21	70:20 71:23,24	59:1	16:18,22,25	23:13
M	72:12 75:23,24	mobile	17:8 18:5	N
	76:5	32:9	19:23 20:12	
Madden	means	Module	23:21 25:21	name
37:25	83:8	25:10	26:25 27:4,10	7:20 71:13
mailer	meant	Monday	27:22 28:1	National
53:24	55:7	56:18,22,23,24	31:12,17,21	30:24
major	mechanic	62:5	33:17,21 34:2	necessary
41:24	22:12 23:10 26:7	money	34:22 35:1,5	36:3
making	26:8	19:6 27:11 30:6	36:15,18,20	need
39:15	meet	34:4 38:23,25	37:16,20 38:22	5:7 7:13 19:22
man	19:1 30:9,12	43:5 47:20	39:1 44:15	25:19 30:12
73:2,6	56:18 59:22	53:15 60:25	47:8,12 48:13	32:14,23 35:13
manner	meeting	month	48:18,23 49:4	35:15,15,17
43:1	1:6,14 3:3 19:19	27:6	49:8,11,14,24	37:7,13 45:16
manual	38:20 39:24	months	50:3,7,14,24	48:17 49:5,7,9
12:9	48:3 59:25	42:4 59:15,16	51:3,8,16,21	49:22,22 50:15
manufacturer	60:9 62:6 67:7	60:25 71:12	53:18 54:17	50:25 51:4,4
21:9 23:9 26:7	67:8 76:2	motion	55:5,9,11,15	51:22,23,24
31:3	79:16,20 82:19	3:23 5:6,10,20	55:18,20,23	52:12,23,23
manufacturers	meets	6:6,19 16:15	56:3,12,21,25	53:2 54:1,19
28:21	36:12 43:1	17:19,20 62:17	57:3,14,17,25	55:12,14,25

	_	_	_	_
56:8 57:7,25	0	5:17 6:9 7:2,3	54:16 58:18	package
58:4 62:4,9	o'clock	8:4,6 12:5,14	opposed	25:22 42:15
69:2,2 70:17	1:20	12:15,22 13:24	11:2	packs
70:21 73:10	object	14:23 16:4	option	31:6 33:5
76:20 79:8,22	42:16	26:22 28:15	8:9 9:15,20,20	page
81:5	obligating	29:9,17 32:12	9:22 10:1 11:6	9:23 12:3,13
needs	35:17	36:5 41:5	12:4 31:9 36:2	15:22
36:10 52:23 54:5	obligation	46:20,24 48:23	55:23	pages
69:6 79:10	30:9,12	49:3,4 50:22	options	19:8
negotiated	obtain	52:21,25 53:13	10:3 11:5,11,25	paid
21:8,10 44:17	24:9	53:17,18 54:21	12:12 34:19	41:14
never	obviously	55:11,20 56:2	55:17,18 56:3	painted
18:15,16,16 26:5	58:22	56:21 57:13	56:7	20:9
26:10 31:25	occurred	58:2,14 60:20	ORC	Palmer
56:15,15	23:20	61:20,21 62:15	18:25 19:4 30:1	2:9 3:6,8 14:5
new	occurs	66:20 67:5,14	31:19 35:7	14:11,15,21
22:19 25:25 31:8	24:4	69:10 70:4	36:25 37:4	45:21 46:4,12
32:11 33:4,5,5	offered	73:19 74:20	43:1 45:17	46:20,24 50:20
33:5,10,11	40:17 43:19	76:25 77:15,19	ORC's	51:13 55:3,6
34:4 43:15	office	77:20 78:9,22	27:14	55:10,13,17,19
newest	4:4 5:16 13:18	79:14,17,21	order	57:7 58:4,13
23:12	16:17 17:12	80:9,12,19	3:3 30:5 45:3,15	60:18,21 61:20
NFP	27:23 35:21	81:8 82:2	ordered	62:2,8,13 64:4
33:1,1	36:1 38:7 39:4	okaying	28:11,14	65:9,15 67:6
nice	45:8,13 55:1	28:6	ordinary	67:11 76:7,10
60:10 82:18	43.8,13 33.1 57:12 60:19	old	17:4	76:15 77:7,13
Notary	73:1 83:18	26:12 33:9 71:4	original	79:7,18 80:2,5
83:6,22	officer	Onboard	15:17,21 18:10	80:9,12,20,24
notes	2:11 19:4,7,16	25:9	38:7	81:8,22
72:23	30:7 36:10	once	originally	paper
Novelty	37:3 40:21	46:10 60:14,14	29:2	48:15
1:17	45:3 48:2	ones	originated	paperwork
November	58:11 80:1	41:9 75:8 80:3	16:16	74:11
37:14,24 38:2,8	81:5	onus	origination	Pardon
43:10	official	68:11	30:15 32:17	74:22
number	72:20	open	52:15	part
4:3 29:22 49:4	oh	54:4 62:17 65:18	outright	3:19 19:21 22:3
54:20 55:20	27:15 34:1,8,9	Operating	41:25	23:15,17 24:13
65:4 66:21	43:3 59:3	25:9	overall	24:15 30:2
numerous	63:14	operation	21:18	41:14 54:14
59:4	Ohio	37:22		77:6
nut	1:17 3:25 4:1	opinion	P	particular
33:12	27:20 63:15	35:8 67:24	p.m	21:15
nuts	83:3,6,19,22	opportunity	1:10,20 82:20	parts
11:15	okay	16:20 36:10 41:3	pack	8:16
	3:10,11 4:12 5:9	49:10,23 53:22	32:7	party
[L				

83:13	planning	47:3,23 48:8	prevent	proposing
Pass	39:17	48:11 53:7,13	15:5	27:20
61:19	plays	53:17 54:6	previous	Prosecuting
pay	76:23	55:21 56:2,23	13:9 40:13 41:12	28:6 75:2
23:6 35:10	please	57:5,13,19	42:8	Prosecutor
paying	3:11 17:5 39:10	58:2 63:1 65:1	price	7:17 16:19 17:19
59:14	59:5 61:19	65:5,24 66:4,8	8:11 21:7 27:17	42:4 47:24
payment	plug	66:20 67:1,4,9	42:22 44:2,2	55:21 59:21
45:20 53:12	22:16,24	67:13 68:6,11	prices	63:2,20 67:21
payments	Plus	68:14 72:21,25	8:16	73:13 74:5
29:7	4:20 80:14	73:4,8,20,23	pricing	77:17 78:25
pending	PNC	75:7,11 76:4,8	40:5	Prosecutor's
4:3 5:15 17:14	38:13,17 39:17	76:12,19,25	printed	4:4 5:16 13:17
63:11,19 67:18	40:8 44:25	77:15,20 78:9	8:5 72:22	16:17 17:6,12
67:20 75:1	45:7 50:19	78:12,13,23	prior	27:23 35:21
people	point	79:12,21 80:16	73:20	36:1 38:7 45:8
53:24 54:8 60:4	7:10,12 12:20	80:19 81:9,15	priority	45:13 51:5
percent	19:23,25 25:19	82:9,15	58:23	55:1 57:12
27:7,8 44:3,11	26:21 30:20,22	portion	pro	60:19 73:1
47:14,18 63:25	35:19 50:6	53:6	3:5	Protection
63:25	60:23 62:17	position	probably	30:24
performing	63:16 64:13	34:23	5:7 11:4 41:11	provide
37:21	67:24 77:9	possible	47:9 57:9	9:21 11:6 21:25
period	poles	52:20 62:14	59:25 63:16	22:5 30:18
31:15 40:7 43:10	31:6	possibly	64:1 65:18	35:12 45:3
person	police	10:12 20:18	problem	52:8 53:9
74:13	23:24 24:9,9,16	potential	7:4 16:19 31:25	provided
pertinent	60:9	18:13 19:20	66:19	7:24 20:16 38:12
19:9	political	potentially	problems	45:6
piece	63:15	47:1,21	13:19 41:25	Public
33:4,22 37:11	poor	precludes	proceed	40:22 83:6,22
48:15 59:2	68:23 71:9	67:5	26:25	pump
Pierce	Port	prepared	proceedings	11:13,13
28:9,19 41:12	2:5 3:12,13 4:5	83:8	1:21 83:7,9,10	pumper
44:7,17 70:6	4:11 5:18,22	prepayment	process	3:19 4:1 5:14
70:23	6:1 7:15 8:2,5	29:3,15	18:17	6:22 7:19
	8:12,15,18,24	,	produced	20:16 28:25
pike 31:6	9:6,8,13,17,24	present 2:8 22:7	83:8	33:2 41:7
	9.0,8,15,17,24 10:5,15 12:6			49:19 53:16
place 34:25 56:1 83:11	10:3,13 12:0	presented 60:8	projected 58:1	54:2,10 63:23
placed	17:3,16,20,23	Presiding	projections	64:15 69:11
32:11	17:3,16,20,23	1:18	29:10	
				Pumpers 32:3
plan	29:9,17 34:14	pressure	proposal	
29:5,5,5 61:24	34:18,21 35:20	37:1	12:13 21:7	purchase
planner	36:8 38:19,24	pretty	proposed	3:24 5:13,15
81:20	43:6 44:1,8	35:21 47:4	13:5 29:15 34:10	7:24 8:8,21,22

				1 100 7 1
8:23 15:22	58:17	74:1 75:14	reiterate	31:20 33:1
8.23 13.22 16:11 18:10	questions	rearview	18:7	s1.20 55.1 resent
21:5,16 25:20	13:2 21:18 29:25	11:21	reiterated	37:1
· ·	13.2 21.18 29.23 quickly		37:13	residents
26:1 33:18,22	I V	reason		
33:22 37:25	17:12 60:17	29:24 37:6 74:13	relate	53:25
39:19 41:11,24	quite	reasonable	29:20	resolution
42:1 44:7,9	61:9	32:25	related	50:19 76:5,7,9
49:18,24 51:2		recall	26:15 33:15	76:16,21 80:17
52:5,11 54:2,2	R	37:5 38:3 39:4	relative	respect
54:23 64:3		41:12,24 42:2	81:24 83:13	27:14 36:10
65:5,10 67:7	83:1	81:20	relatively	37:20 59:8
72:19 77:9	rabbit's	received	18:16	response
79:1 81:2,3	11:21	81:14,14	remember	73:10
purchased	radio	reconstruction	10:10 14:10,13	responsibility
23:4	32:7	23:24	36:22	18:21,23 37:3
purpose	radios	recorder	REMEMBER	45:16
53:15 57:2	32:9 33:6	23:16 24:7	1:14	responsible
pushed	raised	red	removed	18:24
38:6	11:2	15:7 20:5	15:25	responsibly
put	rapid	redacted	repair	42:25
4:21 8:8 42:15	23:18,19	81:2	22:23	rest
56:13 58:9	rate	redid	repeat	76:23
64:18 67:24	58:25	8:7,22 16:10	42:11	Restriction
69:22 71:15	rationale	redo	replace	19:5
75:4,15 81:25	39:8,13,15	7:23	70:23	review
putting	re-vote	redone	Reporter	13:5,8 14:22
58:8 65:13	12:16	16:10 76:6	83:6,22	15:13 16:4
	react	reduced	reporting	36:11,11 37:7
Q	17:12	83:7	83:16	37:13,21 42:14
qualified	read	refer	representative	45:9 46:19
83:6	18:8 22:17,24	21:18	5:12	48:2 49:10,23
qualify	23:7,8,12,14	reference	requested	51:25 58:17,18
45:4	26:5,8,18	21:24 52:16	40:5	72:22 81:16,24
Quantum	61:17 62:1	referenced		reviewed
4:1 7:19 20:16	66:14 68:10	21:23 29:19	require 22:4	18:8 38:14 51:5
22:18	72:20 73:18,25	55:24		18:8 38:14 51:5 81:7
quarter	75:1		required	
38:1	reading	referred	18:25 22:5 30:8	revise
question	24:4	18:13	30:9 31:11 52:0	77:14
6:25 7:19 8:25	reads	refers	53:9	Revised
25:6,15 28:23	63:19	66:25	requirement	27:20
30:10 32:25	ready	refresh	19:17	rid
41:6 62:18	3:2 45:21	76:11	requirements	59:20 60:7 70:12
		regarding	18:25 19:1,3	70:13 71:23,24
69:5,8 72:18 77:22 78:10	really	78:25	29:25 43:2	72:8
77:22 78:10	4:23 24:14 25:25	reinforce	44:23	rig
questioned	67:4 70:14	12:12	requires	33:3

r				1 480 70
right	35:11 36:12	54:14 65:19	set	41:3 72:1
3:1,10 5:9,25	75:12	70:18 77:25	33:23 48:3 60:15	sitting
6:1,7,8,10,11	rust	78:1,2,4,6,8	83:18	29:16 53:5 59:11
6:12,20 7:11	71:1,2	82:11,12	sets	six
7:12,14 8:24	/1.1,2	seconds	24:6 46:1	34:6
9:17,24 10:5,6	S	24:8		slide
	sat	24.0 sections	seven 15:22 57:24 79:3	27:11
10:17,20 11:17	39:4,5 42:4 69:8	19:9		
11:17 12:14,19	satisfied		79:6 Shankar	slight
14:6,8 15:1	58:12	see	Shanker	7:4
16:25 17:16,22	save	25:7,9,10,11	2:13 4:13,16,20	slip
18:1,5 21:11	38:23,25 43:4	27:11 46:23	4:24 6:7,17,24	56:14,15
21:14 22:15	47:1,20	49:6,7,22 57:7	7:2 10:20	slog
29:16 34:2,20	saved	57:15 63:17	20:10 68:25	36:23
39:7 44:8,8	59:15	81:13	69:10,18,25	small
45:14 46:4		seeing	70:4,7,10,16	11:16 73:9 74:1
48:7,13 50:14	saves	14:10,13	70:20 71:1,5	smashes
51:12,17,21	27:16	seen	71:10,16,22	24:5,5
53:10 54:6	saving	39:18	72:3,11 74:7	software
56:11,17 58:23	40:8	selection	74:17	21:22 22:4,5,6
61:10,14 65:7	saw	24:20	sheet	23:5,5 25:4
65:20 66:2,4,8	7:25 52:15	sell	38:16 46:2 69:3	26:13
68:13 70:3	say-so	72:12,13	80:14 81:1,4	somebody
72:15 73:2,6	63:7	selling	shipped	23:11 24:5,5
75:10,19,21	saying	70:11 72:4	13:23 15:13 16:4	65:21 71:21
76:16 77:6	17:5 32:13 44:1	sells	45:8	79:13
79:17,21 80:12	60:17 67:5	71:7 72:12,12	shop	soon
81:17	73:21	send	20:8	62:14 81:12
rights	says	23:11 68:25	side	sorry
74:5	35:11 45:17 52:4	sensors	10:6,7	51:17 76:5,10
rigs	53:7 63:7,19	23:20 24:6	sign	sought
39:22	67:21 76:13	sent	14:16,25 20:15	70:25
Road	Schedule	14:6,11,15,18,21	64:3 74:15	sounds
1:17	4:2 11:7 32:2	15:11 19:17	signatory	9:9 35:20 47:3
rock	schnell	45:12,13 60:19	5:12	81:16
34:25	61:13,13	separate	signature	sources
roll	screws	70:2,15	14:14 15:6	39:10
3:11 78:12	33:15	serious	signed	speak
Room	seal	35:5	16:6 17:10 46:10	8:16
1:16	83:18	seriously	48:12	special
Rule	search	11:1	significant	48:3 79:16,19
83:17	24:10	service	74:1	specific
run	second	25:16 54:10	similar	24:18 33:23 54:4
41:20	4:6 5:6,7,10,23	59:10 60:4	24:24 45:7	56:4 67:12
Russell	6:19 8:25	Services	single	specifically
1:5,15,18 2:2	12:25 16:9	3:20 4:2 20:17	20:18	22:4 28:19 31:10
21:25 29:21	18:14 23:15	44:18	sit	53:25 54:8

	-	-		
specifications	states	62:9 79:15	15:19 16:3 83:7	46:2 50:18
18:11 21:24	30:3	Super	83:9,11	80:14 81:1,4
specifics	station	55:6	takes	terms
54:18 76:20	1:16 69:13 70:18	supplied	42:23 59:6	25:15 75:8
specified	statute	9:9 29:21	talk	terribly
32:19 35:14	59:23	supply	7:13	13:13
73:15 83:11	stay	52:12	talked	Thank
specify	47:17 67:2	supposed	12:11 37:8,14,23	55:4 65:16 72:24
29:21	Stenographic	45:23 46:5,14	37:23 39:6	81:22 82:17
specs	83:5,21	sure	40:11,21	thereon
36:2	Stenotypy	7:9 23:6 27:23	talking	45:20
spend	83:7	42:14 46:21	11:12,15 23:24	thereto
34:5	step	47:16,25 58:11	34:9,9 44:11	30:7
spent	60:22	58:13 61:16	58:24	thing
23:2 25:2,3 26:4	Stevenson's	73:25 79:11	tanker	15:5,5 20:19
26:11,20	69:20	81:14	33:8,11 41:10	26:1 27:5
spirit	Stewart	surprised	54:2,12,14	31:14 35:2
35:8	69:20	38:15	59:10 60:3	36:4 43:15
spreadsheet	storage	sweeps	70:14	50:15,24 51:3
41:1	59:13	43:14	tax	56:13 57:10
spring	store	system	40:24 41:16	60:11 63:22
71:17	24:2	22:7,11 23:2,13	taxing	67:20 69:4
SS	stuff	23:14,17 24:1	30:4	72:1
83:3	11:16 33:10 56:7	24:13,22,24,25	Tech	things
stamped	57:21	25:9,10,12	25:10	7:23 10:7,11
80:24	sub	28:5 32:10	technology	11:19 15:19
standard	30:4	70:6	25:15	20:2,2 25:8
10:3	subdivision	systems	tell	31:24 32:8
start	19:16 30:4,8	24:19	18:9 32:14 35:18	33:15,24 42:13
37:12 42:13 59:6	63:15		62:5 63:14	58:12 73:7,9
59:6	subscription	T	71:10 81:23	73:17 74:2
started	25:16	Т	tells	think
43:9	substantial	83:1,1	27:5	3:2 7:13 9:1,8
State	47:5	table	tem	14:9 26:16
7:20 8:9 10:11	success	64:23 65:21,23	3:5	27:19 28:13
10:25 11:6,14	24:21	66:16,17 76:2	ten	30:2 35:3,6,7
18:25 43:2	suggest	77:25 78:8,15	25:13 29:4,5	39:21 43:13
44:10 47:18	47:23	tabled	31:14 34:5	53:21 58:4
59:23 83:3,6	suggested	79:14	40:7 41:13	62:4 63:25
83:22	12:11 13:17	tabling	56:5	65:1 68:18
state-	35:22 37:6	77:22	tentative	70:17 71:6
3:20	SUMMIT	tail	45:9	72:7 77:8 79:7
State-wide	83:4	56:6	tentatively	79:10 82:5
4:18	Sunday	take	46:8	third
statements	56:25	5:8 22:12 58:21	term	50:15 54:25
45:2	Sunshine	taken	11:6 15:9 38:16	third-party
				1 V
<u> </u>			•	·

$\begin{array}{c ccccccccccccccccccccccccccccccccccc$					
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	26:8 59:22	trade-in	tutorial	value	51:19 75:22
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	thought	59:12 61:8	12:8	69:19	Walder
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	72:3	trading	Twinsburg	vehicle	2:11 3:12,14,16
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	three	72:4	40:10	20:14 21:20	4:15 6:2 7:5,8
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	25:23 27:8 31:5	traditionally	two	23:15 24:6,7	13:3,10,14
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	50:17 56:7	20:22,23	6:15 7:23 8:1	25:3,18,22	14:3 15:20
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	60:13 64:23	trained	24:19 28:14	26:12 29:3	18:2,6 21:11
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	69:21	60:5	38:11 39:12	30:25 31:2,4,8	21:14 22:15
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	ticket	transcription	40:16 46:1	59:18 60:2,5,7	25:5 26:22
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	28:24	83:8,9	50:6,6,8 69:5	70:3,8,23 72:7	27:2,13,25
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	tied	transferred	71:12 73:9	vehicles	29:12,18 31:16
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	22:20	31:5	80:21,21	23:25 24:20	31:18 32:12,22
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	time	transparency		40:13 70:24	34:1,8,20 35:3
13.13.1914.11914.11910.11410	1:21 25:14 31:15			71:19	35:6 36:7,9,18
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	37:13,19 41:13	transparent		version	36:24 37:18
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	42:14 43:9	54:3		22:8,10,10,19,20	38:10 39:3,7
72:5 83:11troubleshootunderstand11:13 $42:1448:16,20$ $15:18 17:9 36:21$ truck $46:13 55:3,7$ $37:7$ $50:4,10 51:18$ $69:21 74:3$ $12:2 20:5 23:3$ $62:12$ vet $37:7$ $19:4 39$ $30:13 71:21$ understanding $37:22$ $52:22 53:2$ $14:9 48:3 51:10$ trucks $7:7 15:20 49:17$ $56:20 73:1$ $20:23 41:19$ understanding $14:5 67:7,8$ true $38:5$ view $60:7$ $58:15 59:3$ totaltrust $10:14 19:11$ $90:14 19:11$ $73:21 76:22$ $19:14 30:11$ $74:3$ $24:21 30:4$ $45:19$ $77:19,24 78:11$ $35:16 48:21$ Trusteeunits $vote$ $78:14,18,20$ $5:28 54:20$ $19:19 38:20$ $28:14$ $58:13:21 62:21$ walk $5:12 18:19$ $13:7 30:3 59:9$ $21:22 26:13$ $vote$ $75:24$ $29:22 35:11$ $18:20 60:8$ upgrade $53:24 54:8$ $20:5.9 26:18$ $36:12 41:24$ try $22:6 25:17 26:17$ $13:6 72:19$ $34:21,22,23$ $53:8 72:20$ trying $25:4,17,19 26:4$ $36:16 46:12,20$ $74:14 75:12$ $20:14,15 54:3$ $24:11 39:17,22$ $36:16 46:12,20$ $74:14 75:12$ Tuesday $61:7 69:24$ $71:63:9 65:22$ $56:5,6,6,18$ $8:10 61:15$ $57:14,17 58:1,2$ $72:8$ waitd $50:19 52:4$ $71:11 72:14$ $58:3 62:6$ usually $44:5,6$ $62:1,20,23$	61:12 62:14	trial		24:25	40:15 41:5,23
times24:2318:17 34:1 35:16vet49:2,6,9,1715:18 17:9 36:21truck $46:13 55:3,7$ $37:7$ $50:4,10 51:18$ 69:21 74:312:2 20:5 23:3 $62:12$ vetting $51:23 52:7,19$ today30:13 71:21understanding $37:22$ $52:22 53:2$ 41:9 48:3 51:10trucks $7:7 15:20 49:17$ viable $55:24 57:1$ 56:20 73:120:23 41:19unfortunately $60:7$ $58:15 59:3$ today'strue $38:5$ view $60:23 61:4$ 14:5 67:7,815:1 83:8unit $18:20,22 67:24$ $72:17,24 73:19$ totaltrust $10:14 19:11$ $void$ $73:21 76:22$ 19:14 30:1174:3 $28:14$ voit $5:8 13:21 62:21$ 19:14 30:1174:3 $28:14$ voit $75:24$ 10:15,16,18 2:21:6,18 2:3,10 $22:10 24:25$ $67:15,18,18$ 15:1,61,8 2:21:6,18 2:3,10 $22:10 24:25$ $67:15,18,18$ 15:1,21,8:1913:7 30:3 59:9updates $75:24$ 21:22 26:13upgrade $53:24 54:8$ $20:5,9 26:18$ 22:2 35:1118:20 60:8upgrade $53:24 54:8$ $20:5,9 26:18$ 36:12 41:24try $25:4,17,19 26:4$ use W 42:20 44:24 $38:8$ upgrades $36:16 46:12,20$ 74:14 75:12 $20:14,15 54:3$ $24:11 39:17,22$ M $46:22 48:14,15$ 71:14 72:14 $58:3 62:6$ $11:9,17,22$ $72:8$ W $46:22,23 56:5,6,6,18$ 71:11 72:14 $58:3 $	63:17 66:19	16:2		versus	42:6 44:19
Inits $46:13\ 55:3,7$ $37:7\ 50:4,10\ 51:18$ $15:18\ 17:9\ 36:21$ $12:2\ 20:5\ 23:3$ $62:12$ $vetting$ $15:18\ 17:9\ 36:20$ $30:13\ 71:21\ 12:2\ 20:5\ 23:3$ $51:23\ 52:7,19\ 51:23\ 52:7,19\ 55:24\ 57:1\ 56:20\ 73:1\ 20:23\ 41:19\ 12:20\ 20:23\ 41:19\ 12:20\ 20:23\ 41:19\ 13:15\ 18:38\ 10:11\ 74:3\ 10:14\ 19:11\ 12:16\ 55:24\ 57:19\ 77:19,24\ 78:11\ 74:3\ 24:21\ 30:4\ 45:19\ 77:19,24\ 78:11\ 73:12\ 74:3\ 24:21\ 30:4\ 45:19\ 77:19,24\ 78:11\ 73:12\ 73:19\ 77:19,24\ 78:11\ 73:12\ 73:19\ 77:19,24\ 78:11\ 73:12\ 73:19\ 77:19,24\ 78:11\ 73:12\ 73:19\ 75:24\ 10:13\ 11:1\ 12:16\ 57:\ 75:24\ 10:13\ 11:1\ 12:16\ 57:\ 29:22\ 35:11\ 18:20\ 60:8\ 11:3\ 42:26\ 22:10\ 24:25\ 45:8\ 75:24\ 10:13\ 11:1\ 12:16\ 15:7\ 53:24\ 54:8\ 20:5,9\ 26:18\ 22:10\ 24:25\ 75:24\ 10:13\ 11:1\ 12:16\ 15:7\ 53:24\ 54:8\ 20:5,9\ 26:18\ 22:10\ 24:25\ 44:24\ 38:8\ 19grades\ 25:17\ 26:17\ 42:20\ 44:24\ 38:8\ 19grades\ 25:17\ 26:17\ 42:20\ 44:24\ 38:8\ 19grades\ 25:17\ 26:17\ 42:20\ 44:24\ 38:8\ 19grades\ 25:17\ 26:17\ 42:26\ 44:24\ 38:8\ 19grades\ 25:17\ 26:17\ 42:29\ 20:14,15\ 54:3\ 24:11\ 39:17,22\ 44:14\ 55:12\ 56:12\ 59:20\ 72:14\ 13:6\ 72:19\ 34:21,22,23\ 36:16\ 46:12,20\ 36:16\ 44:5,6\$	72:5 83:11	troubleshoot		11:13	45:14 48:16,20
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	times	24:23		vet	
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	15:18 17:9 36:21	truck	,	37:7	50:4,10 51:18
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	69:21 74:3	12:2 20:5 23:3		vetting	51:23 52:7,19
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	today	30:13 71:21	0	37:22	52:22 53:2
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	41:9 48:3 51:10	trucks		viable	55:24 57:1
truetruetruetruetruetrue14:5 67:7,815:1 83:8unit18:20,22 67:24 $72:17,24 73:19$ totaltrust10:14 19:11void $73:21 76:22$ 19:14 30:1174:324:21 30:445:19 $77:19,24 78:11$ 35:16 48:21Trusteeunitsvote $78:14,18,20$ 52:8 54:2019:19 38:2028:145:8 13:21 62:21walkTownshipTrusteesupdated62:23 66:681:131:5,16,18 2:21:6,18 2:3,1022:10 24:2567:15,18,18want5:12 18:1913:7 30:3 59:9updates75:2410:13 11:1 12:1621:8,19,25Trustees'21:22 26:13voted12:16 15:729:22 35:1118:20 60:8upgrade53:24 54:820:5,9 26:1836:12 41:24try22:6 25:17 26:17woting34:21,22,2353:8 72:20trying25:4,17,19 26:413:6 72:1934:21,22,2374:14 75:1220:14,15 54:324:11 39:17,22wait50:19 52:474:14 75:1220:14,17 58:1,272:8waited58:10 61:1571:11 72:1458:3 62:6usually44:5,662:1,20,23	56:20 73:1	20:23 41:19		60:7	58:15 59:3
14.5 07.7,315.1 05.610.1 05.610.14 19:1110.24 207.2412.17,24 75.15totaltrust10.14 19:1124.21 30:4void73:21 76:2219:14 30:1174:3units24.21 30:445:1977:19,24 78:1135:16 48:21Trusteeunitsvote78:14,18,2052:8 54:2019:19 38:2028:145:8 13:21 62:21walkTownshipTrusteesupdated62:23 66:681:131:5,16,18 2:21:6,18 2:3,1022:10 24:2567:15,18,18want5:12 18:1913:7 30:3 59:9updates75:2410:13 11:1 12:1621:8,19,25Trustees'21:22 26:13voted12:16 15:729:22 35:1118:20 60:8upgrade53:24 54:820:5,9 26:1836:12 41:24try22:6 25:17 26:17voting26:18,25 27:1142:20 44:2438:8upgrades53:24 54:820:5,9 26:1853:8 72:20trying25:4,17,19 26:436:16 46:12,2074:14 75:1220:14,15 54:324:11 39:17,2236:16 46:12,2074:14 75:1220:14,15 54:324:11 39:17,2236:16 46:12,2018:22Tuesday61:7 69:247:1 63:9 65:2256:5,6,6,1818:22Tuesday72:8waited58:10 61:1571:11 72:1458:3 62:6usually44:5,662:1,20,23	today's	true		view	60:23 61:4
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	14:5 67:7,8	15:1 83:8		18:20,22 67:24	72:17,24 73:19
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	total	trust		void	73:21 76:22
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	19:14 30:11	74:3		45:19	77:19,24 78:11
52.6054.20 $15.19556.20$ $updated$ $5.6015.21021.21$ wankTownshipTrustees $updated$ $62:2366:6$ $81:13$ $1:5,16,182:2$ $1:6,182:3,10$ $22:1024:25$ $67:15,18,18$ $want$ $5:1218:19$ $13:730:359:9$ $updates$ $75:24$ $10:1311:112:16$ $21:8,19,25$ Trustees' $21:2226:13$ $voted$ $12:1615:7$ $29:2235:11$ $18:2060:8$ $upgrade$ $53:2454:8$ $20:5,926:18$ $36:1241:24$ try $22:625:1726:17$ $voting$ $26:18,2527:11$ $42:2044:24$ $38:8$ $upgrades$ $34:21,22,23$ $53:872:20$ trying $25:4,17,1926:4$ $36:1646:12,20$ $74:1475:12$ $20:14,1554:3$ $24:1139:17,22$ W $18:22$ Tuesday $61:769:24$ $7:163:965:22$ $56:5,6,6,18$ $18:22$ $57:14,1758:1,2$ $72:8$ $waited$ $58:1061:15$ $71:1172:14$ $58:362:6$ $usually$ $44:5,6$ $62:1,20,23$	35:16 48:21	Trustee		vote	78:14,18,20
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	52:8 54:20	19:19 38:20		5:8 13:21 62:21	walk
1.13,10,10,10,2121.10,10,213,10updates $75:24$ 10:13 11:1 12:16 $5:12$ 18:19 $13:7$ 30:3 59:9updates $75:24$ $10:13$ 11:1 12:16 $21:8,19,25$ Trustees' $21:22$ 26:13 $voted$ $12:16$ 15:7 $29:22$ 35:11 $18:20$ 60:8upgrade $53:24$ 54:8 $20:5,9$ 26:18 $36:12$ 41:24try $22:6$ 25:17 26:17 $53:24$ 54:8 $20:5,9$ 26:18 $42:20$ 44:24 $38:8$ upgrades $53:24$ 54:8 $20:5,9$ 26:18 $53:8$ 72:20trying $25:4,17,19$ 26:4 $13:6$ 72:19 $34:21,22,23$ $74:14$ 75:12 $20:14,15$ 54:3 $24:11$ 39:17,22 $36:16$ 46:12,20 $74:14$ 75:12 $20:14,15$ 54:3 $24:11$ 39:17,22 W $46:22$ 48:14,15 $18:22$ Tuesday $61:7$ 69:24 $7:1$ 63:9 65:22 $56:5,6,6,18$ $71:11$ 72:14 $58:3$ 62:6usually $44:5,6$ $52:1,20,23$	Township	Trustees	-	62:23 66:6	81:13
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1:5,16,18 2:2	1:6,18 2:3,10		67:15,18,18	want
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	5:12 18:19	13:7 30:3 59:9	-	75:24	10:13 11:1 12:16
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	21:8,19,25	Trustees'		voted	12:16 15:7
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	29:22 35:11	18:20 60:8		53:24 54:8	20:5,9 26:18
12120 + 1121 2010 12120 + 1121 2010 12120 + 1121 2011,122,120 53:8 72:20 trying 25:4,17,19 26:4 36:16 46:12,20 74:14 75:12 20:14,15 54:3 use 36:16 46:12,20 Township's 56:12 59:20 24:11 39:17,22 wait 50:19 52:4 18:22 Tuesday 61:7 69:24 7:1 63:9 65:22 56:5,6,6,18 tractors 57:14,17 58:1,2 72:8 waited 58:10 61:15 71:11 72:14 58:3 62:6 usually 44:5,6 62:1,20,23	36:12 41:24	try		voting	26:18,25 27:11
W W Solid Holl2,20 74:14 75:12 20:14,15 54:3 use 46:22 48:14,15 Township's 56:12 59:20 24:11 39:17,22 wait 50:19 52:4 18:22 Tuesday 61:7 69:24 7:1 63:9 65:22 56:5,6,6,18 tractors 57:14,17 58:1,2 72:8 waited 58:10 61:15 71:11 72:14 58:3 62:6 usually 44:5,6 62:1,20,23	42:20 44:24	38:8		13:6 72:19	34:21,22,23
Township's56:12 59:2024:11 39:17,22wait50:19 52:418:22Tuesday61:7 69:247:1 63:9 65:2250:19 52:4tractors57:14,17 58:1,272:8waited58:10 61:1571:11 72:1458:3 62:6usually44:5,662:1,20,23	53:8 72:20	trying			36:16 46:12,20
18:22Tuesday61:7 69:247:1 63:9 65:2256:5,6,6,18tractors57:14,17 58:1,272:8waited58:10 61:1571:11 72:1458:3 62:6usually44:5,662:1,20,23	74:14 75:12	20:14,15 54:3			46:22 48:14,15
tractors57:14,17 58:1,272:8waited58:10 61:1571:11 72:1458:3 62:6usually44:5,662:1,20,23	Township's	56:12 59:20			50:19 52:4
71:11 72:14 58:3 62:6 usually 44:5,6 62:1,20,23	18:22	v			56:5,6,6,18
	tractors	57:14,17 58:1,2			58:10 61:15
trade turnaround 24:9 waiting 64.22.65.21	71:11 72:14	58:3 62:6	•	,	62:1,20,23
	trade	turnaround	24:9	0	64:22 65:21
$60:1\ 72:9 \qquad 62:14 \qquad V \qquad 15:14\ 36:4\ 51:2 \qquad 67:14\ 68:16$	60:1 72:9	62:14	.	15:14 36:4 51:2	67:14 68:16
			¥		

				U
71:23 74:24	23:13	5:2 8:2 11:5	55:16	1:20
80:5	Wisconsin	13:22 14:5,11	1.75-mill	2016
wanted	22:22	28:14 29:11	53:23	53:23
69:10 79:13	WITNESS	34:24 39:3	100,000	2019
wants	83:18	40:6,23 42:6	72:13	28:24 29:13
68:21 71:21	wonder	44:6 47:3	114	20.2 + 29.13
warrant	41:22	52:17,25 54:11	9:23 12:3,13	1:9 4:1 5:15
24:10,11 45:19	wording	57:9 58:7,15	12	29:13,14 52:24
way	18:11	61:2 62:11	59:15,16 60:25	83:19
10:12 12:1 17:13	words	64:25 65:12,17	13,000	2021
20:18 33:8	64:17	66:12,23,24	59:12,15,18	53:12
42:5 59:20	work	69:18,23 70:7	14	2023
60:7 63:13	14:25 62:3,13	74:9 76:22	18:12 43:14,14	83:24
64:9 66:13	68:3,4	77:7 80:25	14810	24
68:9 74:25	working	year	1:16	1:9 4:1 5:15
75:3	57:22	25:14 29:4,5,5	1.10 16	62:9
we're	works	31:14 40:7	25:3 26:12	24th
24:22	24:22	41:13 52:24	18,000	1:19
We've	worry	53:11 56:5	27:7 36:17 44:15	250
71:8	27:18 63:24	59:11 71:4	47:1,2,19	52:16,17,19
weasel	worth	yearly	1980	28(D)
64:17	35:12 59:11	52:20	41:20	83:17
week	wouldn't	years	1988	28th
19:18 48:4,5,5	24:14 65:9 75:23	17:8,9 25:3,23	70:13,23	43:21,22
19.18 48.4,3,3 56:20	24.14 05.9 75.25 wrapped	25:23 26:12	70.15,25 1st	43.21,22 29th
weeks	48:5	34:5,7 39:12	27:6 38:2 43:16	83:19
38:11 40:16	wrench	41:20 56:8	44:4,6 47:13	03.19
	22:14		44.4,0 47.15	3
weight 58:8	writes	Yep 67:3	2	3
went	15:6		2	27:7 44:3,11
15:17 20:8 23:20		yesterday 38:15 39:16	49:4 54:22 65:4	47:13,18 63:25
	writing	38:13 39:10	2'ish	30
33:10 38:17 42:10 53:24	19:15 61:17	Z	14:6	61:6
	written	zero	2,400	31st
weren't 39:17 45:23 74:8	27:14	23:2 25:3 26:12	29:7	48:6,8 56:19
Wheat	wrong 42:10	26:13	2:30	32
	42:10	zillion	42:17	71:4
83:5,21	wrongs	11:19	20,000	33
WHEREOF 83:18	74:5	Zone	40:7	63:24
wide	X	22:8,9 23:17	200	36,000
3:21	X	24:24	10:22	58:24,25
3:21 WiFi	32:20		2005	38,000
	Xerox	0	22:8	47:4
25:10 Windows	61:15		2009	
		1	24:1	4
25:11 wireless	Y	1	2 4.1 2010	4
wireless	yeah	54:20 55:13,14		55:20
	-			

		1 age 99
4:30 1:10,20 4th 38:8 43:8,10,11 5 5:50 82:20 50,000 35:12 500 71:19 5705.41 19:5 30:1 6 60 37:7,16,23 43:8 43:11 61:6 600 71:19 660 59:2 661,000 4:19 662,000 35:10 56:10 7 7th 43:17,20 44:19 44:22 8 </th <th></th> <th></th>		
8 8 83:24 80,000		