

**RECORD OF PROCEEDINGS
SPECIAL COUNCIL MEETING (VIA ZOOM)
THURSDAY, JUNE 18, 2020 – 7:30 A.M.
MAYOR WILLIAM G. KOONS PRESIDING**

MEMBERS PRESENT: Berger, Canton, Carroll, Galicki, Nairn, Porter

OFFICIALS PRESENT: Fiscal Officer Romanowski, Solicitor Matheney

The Mayor called the Special Council meeting conducted via the teleconference service Zoom to order. The Fiscal Officer read the roll. The Mayor stated the first item on the agenda was the repeal of Ordinance 2020-26, which was essentially changing the designation to HB 481. Nairn made a motion to repeal Ordinance 2020-26 affirming the funds received from the Coronavirus Relief Fund would be expended with the requirements of Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act as described in 42 U.S.C. 601(d), and any applicable regulations, declaring an emergency, seconded by Porter. Roll call – ayes, all. Motion carried. Nairn introduced a resolution affirming funds received from the Coronavirus Relief Fund will be expended only to cover costs of the Village consistent with the requirements of section 5001 of the Coronavirus Aid, Relief, and Economic Security Act as described in 42 U.S.C.601(d), and any applicable regulations, and declaring an emergency. Nairn made a motion to waive readings, seconded by Canton. Roll call – ayes, all. Motion carried. Nairn made a motion to adopt, seconded by Carroll. Roll call – ayes, all. Motion Carried. **ORD 2020-27**

Berger introduced an ordinance amending Section 235.06 of the Codified Ordinances for accounting procedures and internal controls to new Section 230.05 of the Codified Ordinances and declaring an emergency. Berger made a motion to waive readings, seconded by Nairn. Roll call – ayes, all. Motion carried. Porter made a motion to adopt, seconded by Carroll. Roll call – ayes, all. Motion carried. **ORD 2020-28**

Berger introduced an ordinance enacting new Section 230.06 of the Codified Ordinances for the deposit of public monies pursuant to Section 9.38 of the Ohio Revised Code, declaring an emergency. Berger made a motion to waive readings, seconded by Carroll. Roll call – ayes, all. Motion carried. Carroll made a motion to adopt, seconded by Porter. Roll call – ayes, all. Motion carried. **ORD 2020-29**

Porter introduced an ordinance amending Appendix D – Job Descriptions of the Village’s Employee Handbook regarding the reporting structure of the Fiscal Officer and the Administrative Assistant/Board Clerk and declaring an emergency. Porter made a motion to waive readings, seconded by Canton. Porter stated that the Human Resources Committee (HR) had a meeting with the Mayor and Fiscal Officer concerning a question of reporting and whether the Building Department Administrative Assistant/Board Clerk would continue to report to the Fiscal Officer as her immediate supervisor, or if the reporting structure should change to Mayor and Council. The Fiscal Officer, for a number of reasons, asked Council to consider changing the reporting structure so that the Building Department Administrative Assistant/Board Clerk reported to Mayor and Council rather than the Fiscal Officer. HR considered it and thought it would be a more efficient arrangement. The Mayor stated that he thought that the Fiscal Officer was the only employee who reported to Mayor and Council. Porter stated that

ironically, he was looking at the Building Department ordinances and found that the Building Commissioner reports to Mayor and Council as well. Berger asked Porter how this would work. Porter stated that the Building Department Administrative Assistant/Board Clerk would report to the Mayor and Council on her daily activities. As a practical matter, it would be the Mayor who would provide oversight. He thought the Building Committee would also be involved in this as well. The Mayor verified that the Building Committee reported to the Mayor and Council. Berger stated no. Porter stated that the Building Committee reports to Council, but the Administrative Assistant/Board Clerk would be reporting to the Mayor and Council like the Building Commissioner, but the Village does not have one. This would be the same as the Fiscal Officer and Fiscal Auditor.

The Solicitor asked whether the Police Chief and Street Commissioner also report to Mayor and Council. Porter said he did not check but thought that was probably correct. The Solicitor concurred. The Mayor stated that job descriptions state differently. The Fiscal Officer stated that the Police Chief and Street Commissioner report to the Mayor. She explained that the Fiscal Officer always reported to both Mayor and Council because it is Clerk of Council and Treasurer. She was not sure of Building Commissioner but said that originally with the Building Department Administrative Assistant/Board Clerk, she reported to the Mayor. After the Fiscal Officer was designated as her supervisor and then removed the first time, it became Mayor and Council. The Solicitor stated the Fiscal Officer was right and the Police Chief reports to Mayor and surmised the Street Commissioner did as well. The Mayor concurred. Porter thought if the position involved money, it would be Mayor and Council. In theory, the Building Commissioner would be receiving deposits as with the Fiscal Officer and Fiscal Auditor, but not the Police Chief or Street Commissioner. Nairn asked what happens when fines come in from the Police Department. The Fiscal Officer stated that they come through her, and Porter stated they are paid through the court. Nairn verified that no money comes into the Police Department ever, and the Fiscal Officer verified this. The Solicitor stated that the Village's Part-time Zoning Inspector job description reports to Mayor and Council.

Canton referred to Porter's minutes from the HR meeting and asked what the validity was of moving the safe from the Building Department to Village Hall. Porter stated it made more sense to the HR Committee for the Fiscal Officer to have the safe because she and the Fiscal Auditor are responsible for the money. Canton asked if both offices could have the safe. Porter stated yes, but it seemed redundant to have two when the Building Department Administrative Assistant/Board Clerk could simply walk it over to Village Hall and give it to the Fiscal Officer at the end of the day. Porter stated he was not opposed to having a safe in Village Hall but reminded Canton that for awhile there was no one in Village Hall. Carroll stated it made more sense to have a single safe and added that if it is a matter of funds, funds should be with the Fiscal Officer and deposited appropriately. Nairn clarified that there is only one safe between the Building Department and Village Hall. Porter stated yes. Carroll suggested the safe be located with the Fiscal Officer and Fiscal Auditor. The Fiscal Officer stated that the Building Department Administrative Assistant/Board Clerk had been bringing her money each day before she left. If the safe was at Village Hall, the funds could be put in the safe. Porter suggested the scenario where someone brought in a deposit to the Building Department at 9:30 a.m. and the Building Department Administrative Assistant/Board Clerk went to lunch. Although the ordinance said it could be locked in a drawer, Porter asked if Council would really want to move the safe from the Building Department to Village Hall. The Fiscal Officer stated that if Council wanted to keep the safe in the Building Department, when the Fiscal Auditor came at night to pick up the deposit, he would come to

Village Hall for the deposit slips and the Building Department to get the money. Porter said it would be more efficient if it were with the Fiscal Officer.

The Mayor asked who would have access to the safe, just the Fiscal Officer and Fiscal Auditor? Berger stated that the safe was purchased by the Building Department for the primary reason of locking up checks that accompanied incomplete permits. As it was originally intended, the Building Department Administrative Assistant/Board Clerk and the Fiscal Officer would have the combination to the safe and the Fiscal Auditor was to be added. Its primary purpose, according to Berger, was for the Building Department.

Porter proposed a second safe if the Fiscal Officer needed one. Carroll stated he did not understand why Council was splitting hairs with the safe when it seemed like money should be put in a single location with the Fiscal Officer and Fiscal Auditor. If it had a financial impact on the Building Department's budget and Fiscal Officer budget, then this transfer could be made accordingly. Berger stated that the question was not where the safe was, but who had access to it. Carroll stated the question involved whether Council wanted the Fiscal Office or the Building Department to house it. Berger stated he was trying to explain the history of why the safe was purchased. Berger said it was fine if the safe was in the Fiscal Officer's area, but would the Building Department Administrative Assistant/Board Clerk have access to it? The Fiscal Officer explained that there were two pieces. There is the safe with the money from the Building Department, to which the Building Department Administrative Assistant/Board Clerk would have access. She would bring the Fiscal Officer money each day, and if there was a day the Fiscal Officer was not available, the Fiscal Officer could get the money from the Building Department Administrative Assistant/Board Clerk the following morning. With this arrangement, the Building Department Administrative Assistant/Board Clerk, Fiscal Officer, and Fiscal Auditor would all have access to it. The Fiscal Officer stated that the second issue was with the checks. The Fiscal Officer explained that she writes checks that must be locked up until the Fiscal Auditor comes in to sign them. They are placed in a fireproof file cabinet in the basement where they can be secured. Only she and the Fiscal Auditor have access to this. Checks in substantial amounts are written and the Fiscal Officer did not think the Building Department should have access to this. Porter stated that considering this, the Building Department should keep the safe, and the Fiscal Officer would maintain her locked fireproof cabinet. This way, everything would be separate and distinct and there would be accountability for all. Berger agreed.

The Mayor asked the Fiscal Officer if she could go a week at a time without bringing in money, and the Fiscal Officer stated that she does not get money from the Cemetery often, and most of what she receives is direct deposited from the State or county. She does not get many checks otherwise. Most of the deposits come through the Building Department. Porter stated that the Building Department would keep the safe and the Fiscal Officer would keep her fireproof lockbox in her department. The Building Department Administrative Assistant/Board Clerk and Fiscal Officer would have access to the Building Department safe, and the Fiscal Officer and Fiscal Auditor would have access to the fireproof locked cabinet in Village Hall. Carroll stated he thought the Fiscal Auditor also required access to the Building Department safe for deposits. Porter said he was fine with this, and the Fiscal Officer advised that the Fiscal Auditor required access in case she was on vacation. Roll call – ayes, Berger, Canton, Galicki, Nairn, and Porter. Carroll abstained because he missed part of the discussion. Porter made a motion to adopt, seconded by Canton. Roll call – ayes, Berger, Canton, Galicki, Nairn, and Porter. Carroll abstained.

The Mayor stated that the next item on the agenda was the Inspection Solutions contract renewal. The Mayor advised that the contract ends at the end of June and asked the Building Committee if it was ready to address it. Canton made a motion that Council authorize the Mayor to sign an amendment to an existing agreement with Inspection Solutions, such amendment to change the term of the agreement to month to month until such time as terminated by either party upon 15 days' notice to the other, seconded by Carroll. Porter asked Canton why the notice was 15 days instead of 30. Berger said this is what was in the original contract. Carroll clarified that it was a month to month contract instead of standard one year. Berger stated that the terms under the original agreement were nonsensical because it was written as a month to month agreement with an end date. The end date was removed making it a month to month agreement that either party can terminate with 15 days' notice. Carroll agreed and said it almost appeared the Village was tied to a one-year contract, when, it was month to month but with an end date that muddled it up. Carroll said it now made complete sense.

The Mayor asked Berger if he had any thoughts of a pay raise for Hocevar who had been with the Village for six to seven years. Berger said this was not part of the discussion. Carroll stated that Hocevar is a private contractor and would think that he should be asking for this, not the Village offering it. Porter agreed. Berger said that Hocevar had asked but had not identified an amount. He did not disagree that a pay raise was in order after six years as a contractor. Berger added that it did not have to be much of an increase, but the Village should show some loyalty to the work that Hocevar had done. The Mayor suggested doing this next month. Berger said the agreement could be changed at any time, giving notice of termination, and writing a new agreement with the new compensation. Carroll stated that the agreement specified that he would cover the office hours for the former Building Inspector when she was out of the office, but the Village did not have this position and he questioned how this was being arranged. This element of the agreement had not been used for quite some time. Berger said he did not have the agreement in front of him, but he did not believe this was what it said. Carroll said that at one time it did and when the former Building Inspector was on vacation, Hocevar would cover the office hours. The Solicitor stated this was accurate and the original contract included Hocevar filling in for the former Building Inspector for vacation or in her stead. This was taken out last year when the contract was redrafted. The Solicitor also stated that the contract was for Building Inspection services, and she was unsure whether there was a zoning element in it. She suggested discussing whether this was necessary as a term to be in the agreement. Carroll asked at what point Council would consider going out for proposals for agreements if a raise were to be offered, much like what was done with the Engineer. He realized the committee had investigated SafeBuilt, and added that Council might want to consider hiring part-time Inspector versus doing a contract per se. He asked that these issues to be part of the discussion. Canton and Berger agreed.

The Mayor asked if the term residential inspections was in the latest agreement. Berger stated that the agreement that was signed June 25, 2019 continued to be in effect. The only thing amended was the term to move it to month to month. It was for both residential and nonresidential inspections.

The Solicitor asked the Building Committee if Hocevar was willing to sign with the amendment, and Berger stated yes. The Mayor asked Berger to rephrase the changes so Council would understand the motion. Canton reread the motion. Nairn asked who initiated the amendment to be month to month, the Building Committee or Hocevar. Berger stated that he would say it was a joint effort between Hocevar and the Building Committee. The main issue was that in the agreement as currently written, it had an


end date of June 30, 2020. Unless a change was made to the agreement, then the contract would expire as of June 30, 2020. Something had to be done, and it was simplest to change the terms within the agreement by amendment. He stated that a new agreement could be written, but in the interest of expediency, the terms were changed from month to month. Nairn explained she wondered if Hocesvar requested it be changed to month to month, and Berger stated that the original agreement said, "agreement will renew automatically unless the Village or Inspection Solutions gives written notice of termination to the other within 15 days of the effective date of termination." Berger explained that the problem was the question of whether the effective date of termination was June 30 or was it under month to month. The Solicitor stated that if Council wanted to amend the agreement to 30 days' notice, that would be fine. Porter was fine with the agreement as written. Roll call – ayes, all. Motion carried.

Regarding the reopening of the South Russell Village Park playground, Nairn stated that she was unable to access the information provided by the Mayor regarding actions by neighboring communities. She stated that the playgrounds were permitted by the Governor to officially open June 10, and there were mandates about public playgrounds as far as hand sanitizing, surface cleaning, etc. Nairn stated that the Village ordered a misting sanitizing station that would be appropriate for all ages. The problem is following the hourly surface cleaning mandate. The Village did not have the manpower to send someone to clean the touchable surfaces once an hour. Nairn wanted to address how to approach opening the playground safely with Council. She further advised that the playground was roped off. Nevertheless, she reported seeing two young children inside the caution tape on the playground. An adult was present, and Nairn asked the adult if she was aware that it was a restricted area. Nairn was informed by the adult that she did not care because they were the only ones there. Nairn reported this to the Chief, who said the patrol officers would handle such situations. Nairn relayed that the Mayor was aware of other communities that opened the playgrounds without the hourly surface cleaning. The Mayor stated that during a conference call, there were mayors who stated the playgrounds would not open until the guidelines changed and others who said the playgrounds had or would be opening, like Chagrin Falls. The Mayor stated that the Solicitor recommended keeping it closed until the guidelines changed. The Mayor added that one of the mayors recommended that the municipalities inform their insurance companies of playground openings because of liability with the Coronavirus. Nairn was surprised by the adult she encountered. The Fiscal Officer stated that the Village had been receiving many calls by people who were unhappy with the playground not opening. Nairn reiterated that a hand sanitizing station was on order and that the Village was trying to comply with the order. Berger stated that the problem was that the Village could not comply with the hourly cleaning because of a lack of resources. Nairn said her husband suggested hiring a high school or college student who would be willing to work and clean surfaces hourly during playground hours. She added that the hours should be restricted if it were to open. Berger added that this would be seven days a week, and Nairn reiterated that the hours would have to be restricted. Berger said that even with caution tape, the playground is open. People who want to use it would use it unless a fence was built around it. Carroll stated that the Village's position should be that it is closed. Carroll feared that if the playground were opened for restricted hours and then caution tape was put back up, the reaction would be individuals being more prone to violate the Village's policy. Carroll thought the Governor was changing things regularly and thought that until the Village could comply with recommendations, it would be best to err on the side of caution. He was in favor of holding off until the guidelines changed, or the hand sanitizing station was obtained, and the Village was able to make things safer. Porter agreed. Nairn agreed and said she was in favor of doing what is best for the Village.

Canton stated that the windscreens were installed and look nice.
Galicki asked if it was necessary to vote on the playground issue, and Porter stated there was no motion.

The Mayor addressed the Executive Session listed on the agenda. The Fiscal Officer stated it was included on the agenda in case it was necessary for discussion of the job description issue. She did not think it was needed now.

ADJOURNMENT: Being that there was no further business before Council, Porter made a motion to adjourn at 8:12 a.m., seconded by Carroll. Roll call – ayes, all. Motion carried.



William G. Koons, Mayor



Danielle Romanowski, Fiscal Officer

Prepared by Leslie Galicki