

**RECORD OF PROCEEDINGS
REGULAR COUNCIL HYBRID MEETING
MONDAY, AUGUST 09, 2021 – 7:30 P.M.
MAYOR WILLIAM G. KOONS PRESIDING**

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

OFFICIALS PRESENT: Fiscal Officer Romanowski, Fiscal Auditor Lechman,
Police Chief Rizzo, Street Commissioner Alder, Solicitor
Matheney, Engineer Lubonovic

VISITORS: Marc and Barbara Bloch, Parkland Dr.; Barbara Smith, Royal Oak
Dr.; Barbara and Keith Sooy, Parkland Dr.; Bruce and Spencer
Hendricks, Maple Springs Dr.; Joan Hollis, Alderwood Tr.; Laila
Stephenson, Teaberry Circle; Dyanne Thomas, Maple Springs Dr.;
Greg Heilman, Chillicothe Rd.; Michael Sparger; Alec Sapolin
(CVT); Guest; Jen Lyndall; Kathy McClure; Craig Lyndall; Keith
Roberts; John Buda; Kyle Canter; Nina Lalich; Guest; Randy
Glorioso; Patrice Hendricks; IPad; Julie

The Mayor called the Regular Council meeting conducted in person and via the teleconference service Zoom to order. The Pledge of Allegiance was recited. The Fiscal Officer read the roll. Porter made a motion to approve the minutes of the July 12, 2021, Zoning Code Hearing, seconded by Nairn. Voice vote – ayes, Galicki, Nairn, Porter, Berger, and Canton. Carroll abstained. Motion carried. Carroll made a motion to approve the minutes of the July 12, 2021, Tax Budget Hearing and Regular Council meeting, seconded by Nairn. Voice vote – ayes, all. Motion carried.

VISITORS: Bruce Hendricks, 5224 Maple Springs Dr., a Parkland Dam homeowner, stated that the Homeowners' Association (HOA) was trying to get a firm estimate on the cost of the dam. Regarding the reduction of the lake level, Hendricks explained that there had been significant rainfall which caused the level to rise. Carroll advised that he had gone by to look at the lake and had received pictures of its lowered level from Berger. He asked how low the holes were drilled, and Hendricks indicated 12 inches and that the water level was still going down.

The Mayor stated it had been nine months and thought that the time was getting close to a decision or some sort of idea. He received an email from Craig Courtney, the Parkland Dam engineer, who provided an estimate of \$33,000 to have an engineering study done on the dam. The Mayor spoke to the Village Engineer who estimated \$42,000 for the study to determine the cost to repair the Parkland Dam. From the point of view of CT Consultants, they would not like to be involved with the project because it had nothing to do with stormwater. The Mayor reiterated that where the matter currently stood was whether Council wanted to get into finding out how much it would cost to repair the dam and secondly to decide whether the Village would want to proceed with whatever cost there was.

Carroll stated that he spoke to the Engineer during the Finance Committee meeting. The Engineer did not believe the Village should be involved with the project at all since it is a private property issue. However, if the Village were to elect to move forward with the application, as the Village Engineer, CT Consultants would do what was needed accordingly. Carroll reiterated that the Engineer's perspective was that it is a private property issue, and the Village should not be involved.

Canton asked the Solicitor if the Village were obligated by ordinance to aid neighborhoods that may have challenges like this, or if there was a moral obligation. The Solicitor stated that there was no ordinance that required this. It was up to Council to decide if there was a moral duty. Canton referred to Carroll's previous statement that it would be beneficial to have a comprehensive stormwater runoff study. Canton stated that he struggled with the matter, and added that it is private property and that just about all the ponds in the Village were private. He questioned should the Village get involved in a private concern. He stated that the members of Council ran for Council to help the Village. In his opinion, he thought the Village should help its neighborhoods since they had been asking for the help for quite a while and it should have already been done.

Porter asked if there were an HOA involved with Parkland Dam. Hendricks stated just the 11 residents that were lake members, not the Chagrin Lakes HOA. Dyanne Thomas, 529 Maple Springs Dr., stated that the HOA takes care of the recreation lake. Porter clarified that the dam was the property of two individual property owners on either side of the lake. Hendricks concurred. Porter asked if both homeowners were willing to execute an easement for the Village to inspect the dam. Hendricks stated that this would be Stan Rothchild and the access point would be through his property. Hendricks added that he had spoken to homeowners beyond the dam as well whose properties had been eroded, and they agreed to allow access. Porter stated that it was a nonrated dam, so the likelihood of significant property damage or loss of life should the dam fail was not classified by the State of Ohio as a serious problem like some of the other dams in South Russell. Hendricks said this was correct, and no lives would be endangered. The concern would be that if it were to suddenly give way, there would be an issue with flooding on Chelsea Court.

Porter asked the Solicitor if there were a prohibition with the Village hiring Courtney for the purposes of doing the engineering study. She did think there would be an issue contracting with outside services. She explained the legal process of proceeding with the project by first passing a resolution of necessity to obtain a great deal of information, to include the specs. Porter stated that the purpose would be to assess the condition of the dam and determine the cost to repair the dam with the water level lowered by 12-inches. If the Engineer's estimate determined that the water level needed to be further reduced, then it would be reduced and the residents along the lake would have to live with that. He verified that there was no prohibition in hiring an outside firm, and the Solicitor concurred, but stated that a caveat would be that Courtney had been retained by the HOA and she was not sure if this would be a conflict. The Village might want to consider two other engineers as well.

Carroll stated that the Village Engineer is impartial and considers the matter from a Village standpoint. If the Village were to take the project on, the work must be done according to Village standards. Porter suggested getting three quotes from engineers and in the meantime obtaining easements or permissions from the two homeowners for access to the dam. The Solicitor asked if there were two homeowners who owned the land under the dam, and Porter stated yes. Hendricks said that the property of the dam was on two homeowners' sites, but he clarified that the responsibility of the dam belonged to the 11 lake owners. The Solicitor asked if there were already an agreement between those two homeowners, and Hendricks stated yes, and that Stan Rothchild would be the primary access point. Barb Smith was also in agreement.

Porter asked if any money had been paid to Courtney. Hendricks stated no, not as of yet. Porter asked if he had been hired at this point, and Hendricks stated no. The Mayor clarified that Courtney could bid on the project and the Solicitor agreed. Marc Bloch, 6005 Parkland Dr., stated that they would waive any conflict. Carroll stated that Courtney had already consulted with the residents and the Village would want to find something completely independent that would have the Village's best interest. Bloch stated that Courtney had not really consulted with the residents. He was asked for his opinion and that was the end of it. Galicki asked for the Solicitor's opinion. The Solicitor thought if the Village utilized the Request for Proposal and Courtney bid, he could be treated fairly.

Carroll asked why the Village would hire an outside engineer for this project and not every other engineering project. The Village has an engineering firm on retainer. The Solicitor thought there had been a discussion that CT Consultants was not interested in running it. Carroll explained that the Engineer recommended that the Village not take the project on as loaning public funds for a private property issue. However, the Engineer said that if the Village wished to move forward with it, CT Consultants would work with the Village as with all other projects. Carroll further explained that the Engineer's position was that this was not something the Village should engage in due to the fact of where does it stop. There are three other rated dams and private property issues for which residents keep approaching the Village. It was his opinion, but obviously CT Consultants would do the work as requested.

Porter stated that like the other Council members, he struggled with this matter. It is a private dam that was manmade when the development was built. That said, they had done what the Village asked in lowering the water level 12-inches to reduce pressure on the dam. Porter pointed out that the lake and dam are entirely private and serve 11 homeowners of the 4,000 residents and 1,700 homes in the Village. They are asking for a big chunk of South Russell taxpayer money for the purposes of assessing the dam. He had no objection to doing the work to assess the cost of the repair, and perhaps it would not be \$450,000 or perhaps there could be some other engineering things done like the 36-inch pipe discussed when he met with residents. It is a private entity and he understood the concerns, but the Village was getting more rain and less snow than it used to get. Because of this, he thought the Village should start addressing these things. Money had already been appropriated to do a detention pond south of Village Hall, which would be a better answer for the Parkland Dam residents because they are downstream of it. Porter reiterated that the dam is on private property, but he supported having CT Consultants examining the dam, to include core samples if needed, for \$42,000. Porter stated, however, that

he would make no promises about what would occur after this. If CT Consultants determined that the dam would last 50 years if nothing were done, that may be the end of it. This may not be the determination, but Porter said he would be inclined to authorize the Engineer to assess the condition of the dam. The numbers had been all over the place, and the Village would not want to write a blank check only to find out that it would not be \$450,000 but \$1,000,000, which would be beyond anything he would support the Village doing. He did not particularly care for the \$42,000 price tag, but he thought the assessment was what must be done.

Nairn clarified that Courtney had offered his ideas to the residents about the dam and asked if he did this for free. Bloch stated that Courtney had worked with his law firm in other communities, so he asked one of his partners for a recommendation who could deal with dams specifically. Courtney's name was provided as the best in the area. He came out as a favor to them. Nairn clarified that it was gratis. Bloch stated that nothing had been paid yet.

Nairn stated that Parkland Lake was within the seven Chagrin Lakes and asked if the eleven Parkland Lake owners had their own HOA that was separate from Chagrin Lakes HOA. Bloch stated that they contribute a general fee to take care of the algae growth and pay to the HOA. Nairn clarified that they were under the umbrella of Chagrin Lakes. Bloch stated that the HOA had not taken any responsibility for the Parkland Lake. Since they were under the Chagrin Lakes HOA umbrella, Nairn asked why the dues paid by all community members would not go towards getting the information about the dam and asked if it was a matter of the dam being the sole responsibility of the eleven homeowners. Bloch said this was correct.

Galicki stated that notwithstanding Canton's comments about helping neighbors, he struggled with the disturbing trend he observed within Council in the expenditure of public funds for private projects and projects on private property. He believed that the Ohio Revised Code was very plain about how public funds may be used. In the event the Village granted the engineering study, Galicki was confused as to why such a study would be funded for a privately owned piece of property in the first place for \$42,000 without the clear-cut priorities being identified by the Village relative to the most dangerous stormwater issues. There were any number of HOAs and neighborhoods within the Village that suffer from stormwater issues. He did not see the Parkland Dam as being the number one priority. He asked if it would be the precedent that Parkland was the first to request, or the loudest, or have the most friends on Council. He asked what issues drove the Parkland Dam as a priority over all other projects within the Village. The other side was that by extending public funds for private property, a precedent would be set that would open the door to every other community, whether it was Paw Paw Lake for roads, stormwater mitigation issues for HOAs throughout the Village, etc. and how could the Village say no to the next group if it said yes to Parkland Dam. There was a problem with individuals being vocal about all the money South Russell Village had, but a lot of this money had already been earmarked for ongoing projects that may not be finished until 2022-2023. After expending all the funds on loans to various HOAs with public money, would the Village want to be in a position to have to go back to the voting public to ask for more money. He suggested Council consider this relative to this matter. In setting this precedent, Galicki did not see how the Village could say no to the next person.

Berger stated that he did not know why the Village would want to say no to any project that came under the control of the Village. In this case, while it is a private dam, once the Village took it on, it would be done to the Village's specification and would be under the Village control. Yes, there were other HOAs that will come clamoring. If that project made sense and if the Village wanted to take it on, then the Village would have control to ensure that it was done properly. Galicki explained that it was not a matter of if it were done the right or wrong way. It was the issue of using public funds on private property. For example, what if someone wanted a new driveway - would the Village give them a new driveway? Berger said he heard this argument, and a driveway was in the normal course of events. This was a pond that had been maintained for 50 years and now had an unusual issue that required far more than a \$7,000 driveway. The taxpayers were coming to the Village asking for help, and not asking the Village to pay for it. They were asking for the Village to loan them the money at an interest rate that was far above whatever the Village would make on interest on its funds. If the Village were to have several of these projects, there would be the option of a bond issue. The Village could package it with several other projects and put a bonding issue to borrow money to pay for it, which the Village would know would be returned. It would be secured by their loans.

Galicki asked if the \$42,000 proposed engineering study would be considered part of the loan, or if it was just an expenditure of public funds on private property. Berger stated that if the Village were to go forward with the project, the \$42,000 would be rolled into the total project cost billed to the homeowners. If the Village did not choose to go forward with the project, he did not know what would happen to the \$42,000. Carroll agreed with rolling the \$42,000 into the project cost but said that if the Village did not go forward, he thought there should be some ownership on the residents to pick up the cost. Carroll added that Parkland Dam was not identified in the 2004 or 2021 Stormwater Study as a stormwater issue. From this study, the Village could expect \$1.5 million in stormwater mitigation. There were residents from Alderwood and Country Estates looking for help for problems they had had for decades. These were stormwater issues, and the Village did not know how much this would cost for the right of way property. The potential project next to Village Hall could cost up to \$400,000 and was identified as the number one stormwater mitigation priority. Carroll appreciated Parkland Dam residents lowering the level of the lake to lower the pressure on the dam, which would buy them time. Regarding the potential of incurring an expense of \$42,000 for a project the Village may not take on, Carroll would want the \$42,000 assessed to the residents if the Village were to choose not to do the project. This study would be necessary to accomplish the first of the two steps described by the Solicitor. Bloch asked why they would pay \$42,000 on a \$33,000 bid. Carroll acknowledged Bloch's point but explained that it was much like when Paw Paw Lake came to the Village about taking over their road. The road had to be built to the Village's specifications. Had they done this, the Village would have considered taking the road on as a public domain versus a private road. Bloch argued that the residents would be paying the Village back over time. The Ohio statute provided for government entities to take care of specific private property issues, not roads, but mostly things like dams. The State had said that it was doable.

The Solicitor explained that the \$42,000 could be rolled into the project if the Village were to go forward, but she would have to research whether the homeowners could be charged if the Village

did not go forward. Carroll suggested that to make up the difference in the engineering charges, that the Village would pay the \$10,000 towards the project and the residents would pay the \$33,000. He felt the Village owed this to the other 4,000 residents to recoup the money if the project did not go forward. If there were a way to do this and it worked for both parties, Carroll thought this was something the Village should consider.

Berger stated that playing devil's advocate on behalf of the residents, the Village Engineer had said that he did not think the Village should do the project. Carroll argued that the Engineer did not say that. Berger clarified that the Engineer said that he did not think it was a project that needed to be done by the Village and asked why would the residents put any money up for a study from someone who had already expressed a bias. Carroll reexplained that the Engineer advised against doing the project as a public project, but if the Village wanted to move forward with it, he would handle it. Carroll stated that the Village had not done this with any other project. If the Village wanted to engage other engineers on projects, then why did it pay an engineering retainer. Berger said he was just voicing the other side. Carroll felt it was important to be factual in what is said. He reiterated that the Engineer said that he did not think the Village should take the project on as a private entity. However, if the Village elected to move forward, then CT Consultants would treat it as it would any other project.

The Mayor asked the Solicitor to spell out in writing what the Village needed to do to possibly pass a motion to do a request for proposals for an engineering study of the Parkland Dam by the September 13th Council meeting. The Mayor explained that they would be doing a two-step process where the Village would go out to do a request for proposals and have engineering firms bid on doing the project. Then a second decision would have to be made about going through with the project. The Solicitor clarified that the first step would be to determine whether this would be conducive to public welfare and that Council would be moving forward with getting the engineering study, which would then be the Resolution of Necessity. There was a lot of information contained in this, to include the plans, proposals, cost, lots to be assessed, petition of how it will be done, etc. After this, there would be an objection period which would include how the assessments were determined. Then, Council would decide whether to move forward with the project. She explained that it was more like a three-step process. The Mayor stated that the process would be started in September. He thought it would not be until January 2022 before Council would take a vote about taking on the project. The Solicitor did not know how long the process would take. There were many variables.

Carroll asked if there could be a work session with Council to look at the ordinances involved. He wanted to determine whether the \$33,000 could be assessed to the residents for the engineering study. He wanted to be sure Council had all the facts so as not to endlessly kick the can down the road.

Porter expressed confusion about the Resolution of Necessity. The Solicitor explained that Council could make a motion that the project is for the public good and wanted to move forward with getting the engineering specifications, the proposal, the lots to be assessed, mode of payment, etc. This information would all go into the Resolution of Necessity. After this, there was an ordinance to proceed with the public improvement, which would be a month or two after

the Resolution of Necessity because the timeframe for any objections must be determined for the assessment or mode of payment, etc. The matter could be voted down at this point as well. It is necessary to have the specifics before the Village can assess the residents. Carroll asked if a public hearing were required, and the Solicitor thought there might be, but more with the estimate and assessment if there were any objections to those. She would need to check on this. Carroll reiterated that it would be beneficial to have a work session prior to the September 13th meeting.

Porter asked if there were a prohibition to making a motion directing the Mayor and CT to go ahead and do the estimate. The Solicitor said there was not. Carroll explained that Council needed to examine the issue of recouping this cost. Porter said a motion could be passed and the Village could just eat the cost. Carroll thought this would be irresponsible if there was the ability to recoup the costs. Spending potentially \$42,000 on a private property issue without having the ability to recoup the money was problematic. Carroll referred to the Village spending money on the Manor Brook project and then finding it had no easement, which had stalled the project for 9 months. Carroll stressed the necessity to have all the information before expending public funds on a private project.

Porter indicated that if the Village chose not to go forward with the project, each homeowner would be out \$4,000, but would have a roadmap as to what needed to be done so it would not be a complete loss. He asked Bloch how he felt about this. Bloch said he would have to bring it up with the other 11 people. Carroll indicated that he would want the Engineer to provide more than one option with his assessment, which would give the Village more options.

The Mayor stated that the Special Council meeting regarding stormwater would take place on August 30th at 6:00 p.m. Porter and Carroll concurred that the Engineer needed to be present for the meeting.

Kyle Cantor, 36 Sugar Bush Ln., Sugar Bush HOA President, addressed Council via Zoom. The Mayor stated that last year, there was a \$13,000 estimate to clean out the Sugar Bush silt pond. It was not done, and bids this year came in at \$17,000 and \$19,500. Cantor explained that this was about the development of the silt pond which the Engineer designed. It would be in the stream where Sugar Bush Park is currently located. He reiterated that the original estimate was \$13,000 and Council agreed to pay \$7,500. The difference is \$3,000 which would make \$10,500. Three local bids were obtained, one of which was procured by the Village and was the low bid. Snively was just under \$17,000. Sugar Bush HOA approved the expenditure of \$6,500 as part of the previous agreement. So the difference is \$10,500 to be paid by the Village. Carroll advised that the original agreement was to split the cost 50/50 based on the original estimate of \$13,000. Cantor was not sure, but advised they agreed to \$6,500. Carroll clarified that Cantor was asking the Village to pick up the full difference of the estimate, and Cantor said this was correct. Carroll asked Cantor about splitting the additional cost instead. Cantor explained that the \$6,500 was a ballpark estimate from the Engineer. They were ready to take care of it at that time but did not have Council's approval. He reviewed the source of the issue, which was the result of the Bell Rd. project, and explained that this was part of the HOA's request to pick up the difference. Carroll thought splitting it was more reasonable but acknowledged that it was

based on a Village project that may have contributed to some of the issues. He asked how hard it would be for Cantor to get the HOA to split it. Cantor thought it would be difficult. Because of the issues that caused the silt pond to fill up, they now have much larger issues with their lake. They went through the process of getting quotes to clean out the lake, which were six figures. As improvements are made upstream, the Village will need the silt pond as discussed to take measurements on a regular basis and clean it out accordingly. Cantor was aware that the projects happening upstream would naturally cause silt to come downstream. If everyone was on a level understanding of the baseline, then it would be easy to determine what the impact was going forward and to correct the issues. From the perspective of the HOA, it would be a challenge to ask the residents to consider splitting the difference.

Keith Roberts, 24 Sugar Bush Ln., stated Sugar Bush Lake was a retention pond for the Village and approximately 25% of the impervious surface of South Russell. He wanted to deflate some arguments he heard in the previous presentation about a public entity going on to private land to do work. He understood the argument but thought Sugar Bush was different from the previous arguments because the Village had created circumstances through infrastructure and road projects in the recent past that affected their pond and lake. The HOA felt it was partnering with the Village to allow this work to be done and committed to matching funds to a certain degree. The damage to the property and environment of the lake had been significant. Cantor clarified that the work would be done to the Engineer's specs which were designed with an understanding of what was happening upstream and downstream.

Carroll indicated that the Sugar Bush issue was different than the Parkland Dam issue. He acknowledged that the project would be done to the Engineer's specifications and supported the Village paying the additional costs. He asked how the HOA's payment would be done. The Mayor suggested asking the HOA to pay by September 13th and to get their money first. Galicki asked who was contracting with the contractor, the HOA or Village. Carroll expressed concern about it becoming a Village project, which would complicate it. Roberts offered to pay the \$6,500 up front and then provide invoices to the Village, the payment of which would be dependent on the Engineer's inspection and approval. The Solicitor clarified that it would be a contract between Sugar Bush and the Snively Group, but it would be inspected by the Engineer. The Mayor added that the Village would be writing a check to Sugar Bush. The Solicitor asked what would happen if it were not approved by the Engineer, and Cantor explained that Snively would be building it off the Engineer's specs. If they did not meet his specs, then they would not have completed it.

Porter made a motion that the Village contribution to the Sugar Bush Project increase from \$6,500 to not more than \$10,500 and that the payment be made upon the successful inspection by the Village Engineer of the job having been done, seconded by Carroll. Voice vote – ayes, all. Motion carried.

Jen Lyndall, 145 Woodruff Circle, President of The Preserve HOA, addressed an email she sent to Council in mid-July that contained additional photos of a recent rain event. Included were visuals of water coming from the pond into the backyards on Teaberry and some of the water flow into the storm drain by the French drain behind Teaberry.

She reviewed that Council had approved funds for a lidar study but found that it could not be done until fall. The Engineer was supposed to investigate alternate methods, and she asked for an update on this. The Mayor stated he did not have an update on the lidar, but spoke with the Engineer who offered that the Village needed to reestablish the swale that cuts off from the end of the northeast corner of Anglers Dr. and to get the pipe out of there and leveled so that water that comes off the road continues on to the HOA Pond 4. According to the Mayor, this should provide some relief from the overflowing in the back, the water on Pond 3 flowing backwards to Teaberry. Until the work is done, we won't know. The Engineer's opinion was that a contractor should be hired to get the work done as a start. Porter asked if the Village had an easement for this work, and the Mayor stated yes off of Anglers Drive Circle. Porter clarified it was for the pipe but wanted to know about the swales. The Mayor said that the easement goes all the way from there down. Porter questioned this, and Carroll stated that he had spoken to the Engineer that afternoon. The Engineer said there was an easement that went from the pipe, but the work that needed to be done on the HOA property would require permission. In answer to Lyndall's question, Carroll explained that the thought was that a ground survey would need to be done on HOA property in Country Estates. This work would allow the Village to identify how much of the swale should be cleaned out. That work should help alleviate some of the backflow from Pond 3 because it was not getting to Pond 4. Carroll asked the Engineer to determine whether first and foremost it was all on HOA property, to get permission to do the survey work, and then ultimately do the work. The Engineer thought it would cost \$5,000 to have a team of ground surveyors do the work and identify the area that needed to be cleaned. Carroll stressed to the Engineer that the lidar survey still needed to be done to obtain the big picture to ensure that any of the Village's common area and any additional runoff was not coming from the Village infrastructure. The Engineer's position was that if the Village were to do the ground survey, that would suffice. Carroll disagreed and reiterated the need for the lidar survey so that Alderwood, The Preserve, and Country Estates would have the information to conduct work that they need to do.

Porter said he would be pleasantly surprised if the easement applied to the swale area that goes between Ponds 3 and 4, and Carroll said there was no easement in this area. The Engineer would have to get an easement from the Country Estates HOA to do the work. The only easement the Village had was the 21-inch pipe only to where it discharged. Porter recalled that the homeowner of the property through which the 21-inch pipe runs maintained the swale rather than the HOA, but that he might be acting on behalf of the HOA. This was Porter's question. Carroll also thought the homeowner owned part of it. The point being, the Village needed to do the ground survey and needed to get permission from at least the one property owner and the HOA before it could move forward. The matter was time sensitive given the work The Preserve hoped to accomplish.

Andy Lubonovic, CT Consultants, verified that the easement covered the pipe between the two houses from the cul-de-sac up to where it discharged. The area that needed to be dug was on private property and minimal survey work would have to be done to determine the amount of cut needed to alleviate the storm issue.

Berger asked who the “we” was in the statement “we need to do the work.” The Mayor stated that the Village would hire someone. Berger clarified that the Village would be doing the work. The Mayor stated no. Galicki clarified that the Mayor was saying that the Village would fund the work. The Mayor stated that from Anglers Dr. where the road ends to where it goes out to the 21-inch pipe was where the swale should be and needed to be redone. He explained that Country Estates HOA had been very agreeable with doing whatever they could to help. They had maintained the ditch over the years. The Mayor stated that the Village wanted to go in now and make sure that what it did would not affect what the HOA does. Berger asked if it was HOA property. The Mayor stated part of it. Berger added that the other part was private property, and the Mayor said yes. Berger concluded that none of it was Village property. The Mayor explained that the Village had an easement on the property. Carroll acknowledged Berger’s argument and explained that the Engineer’s position was that the water from the Village cannot flow in there. It is an infrastructure issue that the Engineer could justify the Village opening the waterway so that the Village was not causing problems with the backflow into Pond 3. Right now because there is no flow, the water from the Village is causing problems in Pond 3, Pond 2, Teaberry, etc. In the past, the Village has addressed other issues like on Forest Dr. where water runoff caused issues. Some of that work was done on private property but was Village water and Village infrastructure. This was the singular issue identified by the Engineer in which he felt the Village could be engaged. He stressed that this was truly a stormwater issue where public water was contributing to the problem.

Nairn asked where the water originated, and Carroll explained it was coming off the road. Porter explained it was coming from the Anglers cul-de-sac where there was a storm drain. Nairn clarified that it was not coming from Bell down Anglers. Carroll said no. Nairn asked who was doing the swale reconstruction, and the Mayor said someone would be hired.

Berger asked if stormwater, at any time, passed over public property, did it then become the responsibility of the Village to manage it. The Mayor stated no, and explained that the water in question was part of a whole drainage system for the road and that neighborhood. Berger verified that Anglers Drive was a public road. The Mayor stated yes.

Nairn asked if the homeowners on both sides of the swale were 100% in agreement, and the Mayor stated no. He explained that the Village had an easement and could go in and do what was needed. Nairn verified that there was an easement for the entire area, and Carroll and Porter said no. The Mayor said that it just goes to the end of the pipe and then they maintain the rest of it as the private HOA. Nairn asked if the HOA had granted the Village an easement for the work, and Porter said he did not think they had. The Mayor said that the Country Estates HOA people had been very good at working together.

Porter summarized that at some point, the Solicitor will have in her possession an easement or something from the Country Estates HOA granting the Village an easement over the swale between Ponds 3 and 4 to do the maintenance required to ensure that water from the Village through the 21-inch pipe did not backflow into Pond 3.

Carroll stated that he would like to see the easements established first before doing a scope of work. The Solicitor verified that there was some sort of easement with the HOA and the Mayor

stated no, but they had been agreeable. He suggested that the Solicitor and Engineer work together to bring something to Council. Carroll suggested it be done by the August 30th work session.

Porter stated that the gentleman who owns the property at issue where the 21-inch pipe is located seemed to think that Pond 3 was not a problem. Yet, there was video from Teaberry showing that it may very well be. He would be happy if the HOA actually owned the swale and would grant an easement.

Porter also observed that all the water was going to Pond 4 and there was a big silt spot in the middle of the pond.

The Mayor asked Randy Glorioso (via Zoom), to meet with him and Nairn. Glorioso agreed but advised that even though the pipe generally referred to him, in this situation, the pipe referred to his neighbor. The Mayor stated he would contact this neighbor, "Chris," as well to let him know they would be walking on the property.

Lyndall verified that the Village still planned to have CT Consultants do the lidar survey in the fall. The Mayor said yes.

Laila Stephenson, 137 Teaberry Circle, asked what would happen if the swale work did not ease the water in Pond 3 and it was still overflowing. The Mayor stated that the Village was struggling with this. It could easily be said that it is a private issue, but he did not know yet. He thought this would improve the situation but had seen how the water just headed southeast to the black pipe. Stephenson stated it was a river coming out of there. She asked if there were applicable violations if it were determined that water was overflowing from their pond onto other people's land. The Mayor stated that the Village had never been down this road as far as violations. The first step was to get the water from Pond 3 to Pond 4. Carroll advised that initially, it was thought that there were zoning violations, and this was the reason to get surveying done. Council approved the lidar survey for this purpose, and he believed that it would help identify where some of the issues were. Some may be private property, but the information would be available for The Preserve and Country Estates to do work each HOA wants to do and the Village will know if there is additional work for which it is responsible. He thought that the information obtained through the lidar study in the fall would help provide information needed for moving forward.

Alec Sapolin, CVT, asked if there had been any more in-person visits to the area since the meeting in July. The Mayor stated no.

MAYOR'S REPORT: Given the time, the Mayor advised he would skip his report.

FISCAL OFFICER'S REPORT: The Fiscal Officer distributed her report to Mayor and Council. She advised that there may be some amendments to the appropriations as well as an amendment for IT services if approved. Additionally, prosecutor fees would need to be increased for the Police Department due to the number of cases as well as the court fines, which she explained in her report. Additionally, she had applied earlier in the year to make the South Russell Village Park tax exempt, which was approved and will result in a \$350 reimbursement. Lastly, she posed the question about how Council wished to proceed with

providing the public access to meetings virtually. She presented the options and said that she and the Chief believed the better alternative was to stream the meetings. Members of the public who wished to participate in the meeting would have to appear in person. Most communities were currently doing it this way. The Fiscal Officer reminded Council that the ability to hold virtual meetings expired July 1st. The Solicitor further explained that the law had stated that meetings and hearings could be conducted and held virtually, but now this authority was gone. It is permissible to stream the meetings, but as far as public participation, especially when someone is testifying and there is opposition, it is her opinion that the law is requiring those people to be present. Her recommendation was to say that the authority ended July 1 to accept participation virtually.

The Chief stated that Village Hall was already technologically set up for streaming. Porter summarized that the Village could Zoom meetings but could not have input via Zoom. The participants must be present. The Chief explained that the Zoom element would be taken out completely and it would be streamed live to YouTube so the public could watch. When the meeting had ended, it would stay on the Village's YouTube channel to review or watch at a later time. Nairn stated that if someone felt strongly about something and had something to say, they should be there in person. The Fiscal Officer advised that as of the next Council meeting, it would be broadcast live. She questioned whether the individual Chairs for Planning Commission (PC), Board of Zoning Appeals (BZA), and the Architectural Review Board (ARB) would decide to do this.

FISCAL AUDITOR: The Fiscal Auditor distributed his report for the month ending July 31, 2021. The fund balances totaled \$4.1 million. He pointed out that these fund balances which were arrived at independently of the Fiscal Officer's, matched the Fiscal Officer's to the penny. The Treasury Investment Board was evaluating investment options but were awaiting information gleaned from the five-year plan before making any changes. The Village saw an \$850,000 increase over the month, which was primarily from the Real Estate Taxes received twice a year in February and July. The Village also received Income Tax and \$197,000 in grants. He added that across the board, the Village was high in most cases like with the sale of cemetery plots, ambulance fees, and Building Department fees. He reported that the Village was up \$839,000 for the year. Carroll asked if this included the American Rescue Plan Act (ARPA) funds, and the Fiscal Officer said yes. She added that the Village will have the Road Program and Lake Louise Bridge that will hit this year. Nairn verified that the Village would start to see a decline. The Fiscal Auditor stated that aside from Income Tax revenue, the Village would not be receiving much more for the year.

FINANCE COMMITTEE: Berger made a motion to approve the July 2021 fund balances as presented by the Fiscal Auditor, seconded by Carroll. Voice vote – ayes, all. Motion carried.

Berger stated that the Finance Committee met on August 9th. On August 16th, there will be a Tax Budget meeting in Chardon at 9:40 a.m. The minutes of the July 9th Finance Committee meeting were distributed to Council. Berger proposed October 4, 2021, at 5:30 p.m. for the annual budget work session. Additionally, Berger requested that a strategic planning meeting be scheduled to identify the Village's financial needs over the next five years in order to provide the Treasury Investment Board guidance. Berger proposed Wednesday, September 8th at 6:30 p.m. He explained that the meeting would be held to address any anticipated extraordinary

expenditures outside the norm projected for the next five years, like the repaving of Bell Rd. east.

The Fiscal Officer suggested holding the Parks Committee budget work session on October 11th at 6:45 p.m.

Berger made a motion to acknowledge receipt and review of the August 9, 2021, Credit Card report, seconded by Carroll. Voice vote – ayes, all. Motion carried.

SOLICITOR: The Solicitor addressed the Opioid Settlement and explained that the big three distributors, Amerisource Bergen, Cardinal, and McKesson, are settling for a large amount. If the Village wishes to be part of it, it must have 100% participation among local governments. The Village is being asked to vote in favor of the plan, which is through the Ohio Attorney General and through political counsel representing the local governments. The Village could receive \$15,553.39 over 18 years, which would be used for education and battling opioid addiction and treatment. Carroll made a motion to approve the plan, seconded by Canton. Voice vote – ayes, all. Motion carried.

The Solicitor stated that MC Art Studio executed an agreement with the Village at the end of July or beginning of August relative to the use of the access drives off Bell Rd. and the Village parking lot to access the property of MC Arts for registered students. The Solicitor added that there is an easement that was granted in 1978 for the corner property where Dr. Holtz's old building is located and the next building over which formerly served as an insurance business. Part of this building encroaches on Village property. In 1978 when the property was sold to the Holtz's by Mrs. Fairweather, she received an easement from the Village for just that building. However, the actual encroachment is still more than just the building and involves part of the property line that is being used by MC Art Studio. The easement does inure to the benefit of anyone that purchases that property, so the Holtz's have a valid easement. Regarding the issue of other items that encroach other than the building, a proposed agreement was prepared between the Village and MC Art to allow them to use this property. Any structures or improvements would still need to go through the proper zoning procedures. Although Council had not discussed this agreement, the Holtz's already signed it. It is a five-year agreement that can be terminated by either party with two week's advance notice and states that the Village is allowing them to use that part of the property that is encroaching on Village property. There must be a certificate of insurance adding the Village as an additional insured.

Porter made a motion to authorize the Mayor to execute the agreement to use a portion of South Russell Village property entered into between the Village and Gary and Carol Holtz and MC Art Studio LLC, seconded by Carroll. Voice vote – ayes, all. Motion carried.

The Mayor referred to the opioid settlement and asked if the funds could be donated to the school or to a Bainbridge recovery organization. The Solicitor said she would have to check.

ENGINEER: Andy Lubonovic advised he would be presenting information provided by the Engineer. Regarding the signal replacement for Bell and Chillicothe Roads, the preliminary design has begun.

A preconstruction meeting is scheduled for August 18th for the 2021 Road Program.

Regarding the Village property retention basin, an environmental specialist will walk the property next week to determine if a wetland delineation is necessary. Anticipated bid date would be in December. Carroll said he was informed that the soonest CT would have the bid specs would be September, but it would not be ready to go out until the end of the year. Carroll and Porter surmised that the work would be done in late spring.

Regarding the Chillicothe culvert replacement, engineering will be done concurrently with the retention basin and the project award must wait until July 2022 due to the Ohio Public Works Commission (OPWC) grant.

The Chief stated that he would like to be involved in the design stage of the traffic light and asked when this process would begin. Lubonovic would pass this information to the Engineer.

STREET COMMISSIONER: The Street Commissioner submitted his month end report for July. Nairn asked if the Street Commissioner had removed and relocated the plantings from the corner of Chillicothe and Bell Roads and relocated them to the cemetery. The Street Commissioner confirmed that this was done, and the plantings were distributed to a variety of places.

Carroll read a letter of appreciation that the Street Commissioner and Service Department staff received from the residents of 97 East Bel Meadow Lane pertaining to the culvert work done on East and West Bel Meadow.

The Street Commissioner stated that 22 of 24 culvert replacements had been completed on these streets.

STREET COMMITTEE: Carroll stated that the Street Committee met July 30th and the minutes were distributed to Council. He reiterated that the culvert replacements had been completed by the Street Department ahead of the Road Program work. Carroll added that the practice of notifying the residents ahead of time of the upcoming repaving worked well in coordinating the culvert replacements. This should be the practice with future Road Programs.

The committee also discussed the projects with which the department will be involved relative to the five-year forecast. For budgetary purposes, a dozen roads or so were identified to consider for future Road Programs, and Carroll will sort them according to the list of costs provided by the Engineer.

BUILDING COMMITTEE: The Building Committee will meet Thursday, August 12th at 8:00 a.m. at the Building Department.

POLICE CHIEF: The Chief submitted a month end report.

SAFETY COMMITTEE: Porter stated that the Safety Committee met August 5th and the minutes were distributed. The committee discussed a variety of issues including the license plate reader and the results of the Police Car Show of August 1, 2021. Porter stated that the show was impressive with 200 cars available for public viewing. It raised a lot of money for the charity to be supported. He thought it was an excellent event. The Chief stated that all involved

volunteered their time. They would be presenting a South Russell family with a check. Additionally, the recipient of the No-Shave November fund raiser would also be receiving a check from money raised through the Car Show.

Porter added that commendation emails had been received regarding the Police Department. Tim Schaaf, 1116 Bell Rd., thanked the department for following up with his mother. A second letter of appreciation was received from Dr. Alan Dowling, 827 Sunridge Ln., whose wife and dog were attacked by a deer.

The next Safety Committee meeting will be September 2, 2021, at 7:00 a.m. at the Police Department.

HR COMMITTEE: Nairn stated that the HR Committee will be meeting Friday, August 13th at Village Hall at 8:00 a.m. Carroll asked if there would be another joint HR and Finance committee meeting, and Nairn said yes.

PROPERTY COMMITTEE: Galicki had nothing to report.

PUBLIC UTILITIES: Nairn stated she will reschedule the cancelled August 6th meeting after she speaks to the Mayor about Northeast Ohio Public Energy Council (NOPEC). The Mayor stated that NOPEC is going to propose an added increase of \$42.00 a year for communities to go 100% renewable. They suggested the Village have a public hearing and get it in by the end of the year.

PARK COMMITTEE: Galicki had nothing to report.

ORDINANCES/RESOLUTIONS:

Galicki asked the Fiscal Officer to provide clarification about the proposed Inventory Procedure legislation. Both the original and amended versions were distributed to Council and he asked the Fiscal Officer to clarify whether Council would be voting on the original more restrictive version of the ordinance or the amended less restrictive ordinance. The Fiscal Officer explained that it was her understanding from Council discussions that the original version would be considered, but Council must decide this. Carroll stated that he had brought up the amendments and wished to rescind them and go with the more restrictive version. Galicki explained that the original version specified that no Village owned property shall be used for personal use. The amended version contained a change indicating that South Russell Village had adopted as best practices that Village owned property and equipment should not be used for personal use.

Canton asked if someone had business at the Building Department and then walked out of the office and found they had a flat tire, under the provisions of the ordinance, could they now not go to the Service Department and ask for air. Porter stated that under the ordinance, no. The Mayor stated that this was not the kind of Village they would want. A lady was in an accident and her window was shattered. She pulled in and the Service Department staff cleaned all the glass. The Mayor thought this was the atmosphere they wanted. Regarding the car show, at 5:00 on Saturday before the car show, he indicated the tables, chairs, and Farmers Market stuff could be used to make the event a success, and that was what was done.

Porter remembered the policy as Village employees, Council, and the Mayor could not use Village property to take home and use. It would not prevent Village employees from assisting a resident. Porter retracted his reply to Canton's hypothetical situation. The Service Department could help the resident or member of the public with the issue at hand. However, they could not use the tire machine for their own purposes or take it home, etc. Carroll agreed that this was his interpretation of the ordinance. Carroll differentiated the use of Village property for public use, and Nairn stated that Council should strive to be stewards of goodwill. Carroll agreed and said that the more restrictive version of the ordinance would not prevent that. The Fiscal Officer explained that in the past, the Village allowed employees and elected officials to use the Village tables and chairs but then one past Council person was using them for a lot of parties. When that person was no longer on Council, people still wanted to borrow them, and the Fiscal Officer had to explain that they were only for elected officials and employees. The response she received was that the individual was a taxpayer, so why would elected officials and employees get the benefit and not the taxpayer. Carroll, Porter, and Nairn agreed with this point.

Galicki provided a third reading on an ordinance establishing new Section 230.07 of the codified ordinances adopting an Inventory Procedure and declaring an emergency and noting that it is the original more restrictive version, seconded by Nairn. Roll call – ayes, all. Motion carried.

ORD 2021-52

Porter provided a second reading on an ordinance amending Section 648.05 of the codified ordinances of the Village of South Russell regarding disturbing the peace and declaring an emergency.

Berger provided a second reading of an ordinance amending Zoning Map of the Village of South Russell an declaring an emergency.

Berger introduced an ordinance amending Section 4.01(b)(4) of the Zoning Code, (regarding split rail fences along the boundary line of a property), of the Village of South Russell and declaring an emergency. Porter asked the status of this matter, and Berger responded that Council was waiting on an opinion by PC. The Mayor indicated that the PC meeting would be held Thursday, August 12th and this was on the agenda. Galicki explained that the discussion involved whether a split rail fence with a screen of chicken wire or other barriers constituted the intent of the split rail fence on the border. This was the issue that was going before PC. Carroll clarified that there was discussion of not allowing the chicken wire. Berger stated that the question was if the chicken wire were placed on the split rail fence, then would it have to be three feet off the property line. The Fiscal Officer added that this would enable maintenance on both sides of the screened fencing. Berger further explained the issue as being if it were split rail fence with chicken wire, it would need to be three feet off the boundary line and if it were split rail fence without the wire, it could be on the boundary line.

Nairn introduced an ordinance to accept the material terms of the one Ohio Subdivision Settlement pursuant to the one Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021, National Opioid Settlement Agreement and declaring an emergency. Nairn made a motion to waive readings, seconded by Porter. Roll call – ayes, all. Motion

carried. Nairn made a motion to adopt, seconded by Canton. Roll call – ayes, all. Motion carried. **ORD 2021-53**

Porter introduced an ordinance authorizing the Mayor and Fiscal Officer to enter into a contract with Chagrin Valley Dispatch Council for information technology services and declaring an emergency. Porter made a motion to waive readings, seconded by Berger. Roll call – ayes, all. Motion carried. Porter made a motion to adopt, seconded by Berger. Roll call – ayes, all. Motion carried. **ORD 2021-54** The Mayor verified that the Chief would continue as liaison with CVD with the technological issues.

Berger introduced an ordinance amending the 2021 Annual Appropriations increasing the General Fund expenses \$6,250 and the Safety Fund expenses \$14,500 and declaring an emergency. Berger made a motion to waive readings, seconded by Porter. Roll call – ayes, all. Motion carried. Berger made a motion to adopt, seconded by Porter. Roll call – ayes all. Motion carried. **ORD 2021-55**

BILLS LIST: Carroll made a motion to ratify the June 14, 2021, bills list in the amount of \$84,202.87 as well as the bills list from July 14, 2021, in the amount of \$56,801.90 and the bills list from July 31, 2021 in the amount of \$15,242.17, seconded by Porter. Carroll noted that some of the bills pending approval involved the Manor Brook project and given the fact that the Village had no easement yet for the project, he questioned whether the Village should continue to spend money on it before obtaining the easement. If the project were to fall through, the Village needed to stop the bleeding.

Porter asked where the Village stood with the easements from Manor Brook. The Solicitor stated that the Mayor had a Manor Brook Gardens Condo Association meeting. The Engineer and Kim Brewster of the Chagrin River Watershed Partnership (CRWP) were present for it. The Solicitor was not present, but her understanding was that there were a series of questions and the meeting lasted for a couple of hours. The questions were answered, and it seemed like there was some interest in continuing with the project. The Solicitor stated that as she understood, there was still no transfer of ownership, but thought perhaps the Mayor had an update from the Auditor. It seemed that Manor Brook was claiming that the Auditor was holding on to a document and not transferring it, which she questioned. Carroll asked if the easement were discussed, and the Solicitor stated yes. She said that they went through the documentation of the agreement and definitely had different requests. Instead of the Village revising those requests, the Village would wait to receive the full revision. Carroll asked what they were looking for in the way of money. The Mayor stated it did not come up. The Mayor noted that the current Council meeting was a public meeting and added that he would say they were looking for solving some of their water problems. Since this project was in their backyard, they were looking at what the Village could do to solve their water problems. What they were talking about involves 40-year-old swales that are no longer working, and they have swamps. They are also looking at the caliber of the trees and want to make sure when driving down Manor Brook Dr. the project is not seen. Carroll observed that they might be asking for additional items like bigger, better trees and ditches to be added to the project. The trees were previously addressed and were a dead issue, and Carroll questioned how it kept coming up. The Mayor stated that

trees came up because they talked about the trees that they put in as part of the project. Their counter was that there would be no three-foot trees, and we said that we would be very specific to say the trees would be a certain height and that would be the caliber. They want bigger trees. They also asked that on the agreement, it would specify that the Village would maintain it and they want a walk-through on September 15th with the Street Commissioner and HOA President. The Solicitor clarified that it was scheduled maintenance. Galicki clarified that the trees were not part of the 319 grant, and the Mayor said no. The Solicitor explained that the replacement of the trees along Manor Brook Dr. was not what they were discussing. They were specifying that the trees planted as part of the project be larger trees. The Mayor stated that these trees were part of the 319 grant in conjunction with the trees and plantings. Nairn verified that the plantings identified for the grant were very small and it did not specify that the cost of the larger trees would be covered. Carroll noted that it would be an additional cost. Nairn stated yes, and the Mayor stated no, that it would just be what the Engineer ordered. Instead of bringing in 20 2-inch width trees, he would bring in 15 3-inch width trees, for example. Nairn asked if it were possible to renegotiate what the 319 grant originally specified. The Solicitor said she did not know, but thought the good news was that they were being specific about what they wanted, had read the agreement, and wanted to provide feedback. This seemed to be heading in the right direction. However, at the end of the day who was actually executing the easement?

Carroll's concern was about sticking to the budget of the grant. However, at the end of the day, he wanted to know what the easement would cost the Village. The Mayor stated that it did not even come up. Nairn stated normally it would be \$100 per easement. The Mayor responded that they could say the Village would give them \$5,000 worth of ditching on either side of Manor Brook 101 to 115. He thought this was what they wanted. That would have to be done separate from the 319 grant and the Village would have to have a contract with them which would say that if this was what they wanted, they would then give the Village the easement.

Carroll asked if there were a stormwater mitigation tie from public area to private area. This situation was discussed at the Street Committee meeting where the Village should identify areas Village-wide that needed to be maintained by proper HOAs. He appreciated some minor horse trading, but at the end of the day, the Village needed the easement. To move forward, Carroll would rather go into it saying that yes, once it is transferred, the Village would have the easement, and this is exactly what it is. The Village was told at one point at the beginning of the project that it would be free and would not cost anything but then the Village was hit by a curveball. Carroll subsequently discovered that there had been discussions behind the scene about trees and legal fees, etc. He did not want this to happen again. Carroll wanted it to be transparent, above board, and ethical.

The Mayor stated that their pond which had been there for 40 years had not been maintained. This was basically the other issue.

The Mayor stated he had to go to the county the following day to do something with the Auditor with Lake Louise. He told the Manor Brook people he would inquire about the status of the three parcels. The Mayor was told that the county had been waiting on the lawyer for Manor Brook to get back in touch. The Manor Brook people said they did a quit claim deed months ago

and had been waiting. The Mayor would go to the Auditor and ask if the right hand knew what the left hand was doing.

Porter said he did not understand. What he had heard was that the quit claim transferred the title from Whitetail to Thomas and Thomas. He asked the Mayor if this was not true. He indicated that both he and the Solicitor had no idea. The Mayor stated that on July 20, 2020 the title went from Thomas and Thomas to Whitetail. Then Manor Brook discovered they should have had it. Porter indicated that Council already knew this, and that was not the question. Porter explained that Peter Dougherty, the Whitetail HOA President, said he signed something. Supposedly it was a transfer from Whitetail to Thomas and Thomas. This had not been recorded as far as Porter knew. This had nothing to do with Manor Brook and Manor Brook's lawyer. This should have been recorded by the Auditor and then if Thomas and Thomas quit claimed to Manor Brook maybe then it would involve the lawyer. The Mayor stated that on July 20th, the three properties in question were all transferred to Whitetail. Porter reiterated that Council already knew this and explained that it was now August 2021 and the Village had been waiting on this for a long time, and to Carroll's point about easements, nothing was going to happen with the project unless Manor Brook owns the property and gives the Village the easements. The Mayor stated that the Auditor threw the blame back on the Manor Brook people saying that the Auditor was waiting on them. Porter concluded that it was not known at this point, but the Mayor would find out the following day.

Carroll verified with Porter that if Whitetail quit claimed the parcels to Thomas and Thomas, the Auditor should have this record. Porter agreed. Carroll asked whether the Auditor's office would have a record of the transfer if it were actually done directly to Manor Brook, skipping Thomas and Thomas. The Solicitor stated that they should. She said it had already been retitled in their name. She thought perhaps there was a document that was not present. Carroll said Council was under the impression that it went to Thomas and Thomas, but it appeared now that this was uncertain.

The Mayor stated that Thomas and Thomas had had it since 1995 and they lost it on July 20th. Porter again said he understood this, but was making the point that the Geauga County Recorder should be recording this deed if it had been properly executed by all the parties involved. The Village knew that Whitetail was the essential giver of the property, and that Manor Brook should ultimately get the property. He did not know why Thomas and Thomas was involved at all in it. Porter thought the Mayor should be speaking with the Recorder. The Solicitor explained that any deed must first be reviewed by the Auditor and then it would go to the Recorder.

Galicki asked the Fiscal Officer if she received reports pertaining to the transfer of titles of any properties. She explained that they go through the Building Department. Galicki asked if the Village received anything that indicated it went to Thomas and Thomas, Manor Brook, Whitetail, etc. The Fiscal Officer stated she had not seen anything and said it was still in Whitetail's name. To Porter's point, the Village had heard it was going back to Thomas and Thomas and then from Thomas and Thomas to Manor Brook. However, since the Solicitor had been watching it, nothing had changed, and it was still in Whitetail's name. The Solicitor

advised that she reached out to their attorney and was told that he was off the matter for the time being. Perhaps there was no active engagement.

Porter concluded that hopefully the Mayor would find something out the next day.


Returning to the topic of the bills list, Carroll stated that the Village was still spending money without knowing who owned the property or if the project would go through. He questioned on specifically what the Village was spending money with the project. The Fiscal Officer replied that it was engineering and legal fees. Carroll asked if it would make sense to hit the pause button on some of the expenses. The Solicitor explained that she had scaled back her time with it until ownership was determined and feedback was received. Regarding the ownership issue, Carroll reminded Council that the Village made a mistake with Kensington Green and has made a mistake with the current project in spending all of this money when it did not have an easement. Until ownership is established, the spending should stop. What if they were to come back and ask for \$50,000? Galicki observed that the ownership issue had just become more complex over time. Carroll reiterated that the Village should stop spending money and more aggressively facilitate the property issue. He reminded Council that the last easement request was \$18,000 and the Village's offer was \$1,000 and the Village had never heard back.

Voice vote – ayes, Carroll, Galicki, Nairn, Porter. Berger and Canton abstained. Motion carried.

NEW/OTHER: Galicki, Nairn, Porter, Berger, and Canton had no new business.

Carroll attended the Chagrin Falls School Board meeting in July where the Diversity, Equity, Inclusion, and Justice (DEIJ) initiative was discussed. He encouraged Council to learn more information about the initiative and to support it. He thought what the School Board was doing was an excellent program. He added that there was a lot of misinformation and scare tactics by a vocal minority against the initiative. The initiative would not change the curriculum and would not be promoting critical race theory. Nairn offered that the meeting is on YouTube and the next school board meeting will be August 11, 2021.

ADJOURNMENT: Being that there was no further business before Council, Carroll made a motion to adjourn at 10:06 p.m., seconded by Porter. Voice vote – ayes, all. Motion carried.


William G. Koons, Mayor


Danielle Romanowski, Fiscal Officer

Prepared by Leslie Galicki