

**RECORD OF PROCEEDINGS  
REGULAR COUNCIL MEETING  
MONDAY, OCTOBER 25, 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, Solicitor Matheney

**VISITORS:** Greg Heilman, Chillicothe Rd.; Ruth Cavanagh, Paw Paw Lake Dr., Joan Hollis, Alderwood Dr.

The Mayor called the Regular Council meeting to order and led the Pledge of Allegiance. The Fiscal Officer read the roll. **Carroll made a motion to approve the minutes of the October 11, 2021, Regular Council meeting, seconded by Nairn. Voice vote – ayes, all. Motion carried. Nairn made a motion to approve the minutes of the October 16, 2021, Emergency Special Council Meeting, seconded by Canton. Voice vote, ayes, Berger, Canton, Galicki, Nairn. Porter and Carroll abstained. Motion carried.**

**VISITORS:** The Mayor explained that Joan Hollis lives on the part of Alderwood Dr. that has flooding issues possibly due to water that flows out of Pond 2, which flows east. The water issues could be due to the water table, water from Country Estates, or many different issues. The Mayor explained work the Village would be doing in the area in fall to understand the direction of the waterflow and to help the Country Estates ponds from breaching and flooding The Preserve. Hollis indicated that The Preserve of Chagrin paid for a water study, which stated that the problem was coming from Country Estates. She indicated that the Country Estates Homeowners Association (HOA) president indicated there was nothing that could be done because the lake is private. Hollis was frustrated with the amount of time it had taken to address the problem. She thought it was incongruous that one HOA would do nothing because of the private ownership when her HOA accepted responsibility for its water. The Mayor reiterated the actions the Village would be taking and suggested that the Village should nudge Country Estates to let them know it was their issue. The Mayor thought it would probably boil down to a private legal issue among the HOAs if things did not get better.

Carroll believed the lidar survey would be helpful to the Village and both HOAs. Additionally, the Village would try to mitigate the issue from a Village standpoint, to include addressing potential water from the park. Depending on the issues identified through the survey, the Village could potentially get involved. Hollis asked what would change once the lidar survey information was provided to the Country Estates HOA. The Mayor said there would be proof of how the water was flowing and that their lake was not keeping their water on their property. Hollis asked about the next step, and the Mayor deferred to the Solicitor who stated that the Village did not typically get involved in a private situation. However, all the records held by the Village pertaining to the issue would be public records and could be provided. The Mayor thought The Preserve would have to take legal action to force the pond owners to do something. He did not think the Village could force them, and the Solicitor added that it could only enforce a violation of the ordinances pertaining to obstructions.

that CVD was also updating to a Tier 1 CAD Motorola System, which was an enhanced call processing. Regarding the Fire Station Alerting System, it would be a state-of-the-art system that would be effective in getting units where they needed to be quickly. It is good for CVD and good for residents.

The Mayor asked the committees to get ready for a transfer of information since committee members would be changing in January.

The Village and Chagrin Falls Township were tasked to establish an escrow account relative to the Chagrin Valley Fire Department (CVFD) donation. CVFD would pay for the Solicitor fees for this task. The Solicitor recommended involving a different Solicitor so that she would not be caught in the middle of legal negotiations. This process had begun. There was also discussion that the agreement with CVFD should be binding rather than non-binding.

The Mayor provided a copy of the Village Zoning map to show Council where a community had emptied its lake with the plan to dredge it. The Mayor sent this map out to anyone he knew who lived on a lake so that they could see what it takes to remove silt.

The Mayor also distributed his list of 30 different projects he would consider for a five-year plan. Carroll asked why this list did not include the detention pond south of Village Hall. The Mayor explained that he did not include it for three reasons. One reason was that the Village would be putting in a new 30-inch culvert next summer that would cost the Village \$50,000. If that worked, he did not see why the Village would want to put in a half million dollars south of Village Hall. Secondly, he did not include it because the Village had not communicated with the neighbors about tree removal for the project. He thought they would get upset, as did the Manor Brook residents with the possibility of tree removal and the resulting view and noise from Chillicothe Rd. Carroll stated that the Engineer was very specific in stating that the culvert would not have the impact necessary. He was explicit in stating that the Village still needed to do the retention pond because of the flow of water over Chillicothe Rd. It was the number one project identified by the Engineer. He incorporated the installation of the culverts into the design of the detention pond. Carroll thought it was a disservice since Council expressed commitment to the project with the Budget Commission as well as by publishing information about it in the Village newsletter that went to all the residents. It had been announced as a current project and to pull back on it would be misrepresenting to the community what the Village was doing. Carroll reiterated that in the updated Stormwater Study, the Engineer listed this as the number one project. The Mayor acknowledged this. Carroll stated further that installation of the culvert alone was addressed in a Council meeting, and the Engineer stated directly that the detention pond was needed regardless of the culvert.

Porter added that Council had already authorized the project and the Engineer was going out to bid by the end of the year. The project would be in progress long before the culvert pipe was replaced. If the idea would be to replace the culvert pipe and see how it worked and then do the detention pond, it would be a complete reversal of what Council had been planning for the last six months at least. Porter said that both projects could be done and residents would have the benefit of both. Porter was not a fan of just spending a half million dollars, but the detention pond south of Village Hall was the number one project that would help flooding throughout the Village, at

The Mayor referred to the southwest corner of the Lantern and said it was the perfect spot for a retention pond which would get the water coming from the Family Life Center and hold it before it went under Chillicothe Rd. and into Chagrin Lakes.

Regarding the ordinance on the agenda to terminate the Manor Brook project, the Mayor encouraged Council to vote it down. He thought they should keep plugging away it. Porter advised he had an update from Whitetail.

A year ago, the Mayor proposed giving a raise to an employee and a one-time \$1,000 to the mechanic. He asked for the status. Nairn stated she was still waiting on the data gathering that was seasonal. HR specifically asked for three to four seasons of data of specific numbers of hours in a day or week that actual mechanical work was being done. Originally, there were some entries that the committee did not feel were necessarily mechanical such as raising and lowering the lawn mower blades. The Committee wanted to know about actual work on brake lines, and engines, for example. The Street Commissioner had not completed it, and the committee was still discussing it at every meeting. Carroll stated there was a joint meeting Friday.

The Mayor provided information about the Parkland Dam. He stated that Solon had done the Briar Hill dam and Rocky River did two dams by saying it was for erosion control to protect homes, and this made money available. The Mayor stated that the easiest way to do it would be through a Real Estate Tax increase for 20 years. He said there was something called Chapter 27 Special Assessment. The advice he heard from people was to do a one-time repair and to stay away from ownership. He also asked about engineering costs and was advised that the Village should consider committing before it did the bond work.

The Solicitor's 2-year contract was discussed.

The Veterans' Luncheon was happening Monday, November 8, 2021. He thought there would be 32 veterans attending.

**FISCAL OFFICER'S REPORT:** The Fiscal Officer was in contact with the State Auditor to finish the audit. She would be unable to attend the meeting with the Mayor and Street Commissioner on Wednesday because she already had a meeting scheduled with the auditor.

The Mayor referred to the Fiscal Officer's report about the invoices relating to Manor Brook. She explained these were on the bills list, and Council had discussed not paying bills for the Manor Brook project until ownership was established, but these charges were incurred before the discussion about potentially not paying fees related to this project. Additionally, no one had taken formal action relative to stopping payment of these bills.

**FISCAL AUDITOR:** The Fiscal Auditor distributed his report for the month ending September 30, 2021. The total of all funds was just under \$4.2 million. The fund balances, which were arrived at independently matched the Fiscal Officer's fund balances to the penny. Although the Fiscal Auditor expected the balances to decrease for the remainder of the year, they went up slightly by \$22,800. Highlights for September were a large gas tax installment, grants in the amount of \$11,200 from the Ohio Environmental Protection Agency (OEPA) for the Headwater project, and Homestead and Rollback, which exceeded the budgeted amount. The Village was almost at its projected revenue for the year and a little behind schedule on expenditures which

a policy, and Carroll said the committee could develop a decision tree document for the next Council meeting.

**SOLICITOR:** The Solicitor had nothing to report.

**STREET COMMITTEE:** Carroll reported that the Engineer had been working with the Solicitor on the Manor Brook Stream Restoration to amend the project agreements to involve the northern most parcel owned by Whitetail with no conflicting ownership claim. An amended agreement was emailed to Council to review. The Village has a signed agreement from Whitetail to move forward to finalize the project scope, contract documents, and bidding. The anticipated bid date is December 2021.

Porter had a conversation with Peter Dougherty who relayed that the HOA Board met and had concerns about the project. They did not want to be in a position where they were being sued for some reason by Manor Brook Gardens over their decision to allow the project to go forward on the piece of land that Whitetail owns. Porter told Dougherty that the Village would include a provision in the contract that specifies that the Village would hold harmless Whitetail for any action filed against it by Manor Brook. The Solicitor clarified that it was actually any action that was filed against the Village. In other words, the Village would not bring Whitetail in as a co-defendant in a suit. Exceptions were also carved out in the way of representations and warranties that were made in the agreement. She was making sure that if for some reason there were a breach, the Village could always bring action against Whitetail just as the Village agreed that Whitetail could bring an action against the Village. The Village had been put on notice that there might be some ownership claim and wanted to be careful not to hold them harmless for something they should have represented to the Village.

The Solicitor referred to the contract and stated that there was an indemnification and hold harmless provision. The Village could not indemnify without appropriating money. They would indemnify the Village from certain damages. She read, "with the exception of the warranties and representations made by the owner in this agreement and/or the drainage easement and environmental covenant, the Village agrees to hold owner, its officers, directors, members, and/or authorized agents harmless from and against any and all liabilities and/or claims brought and/or raised against the Village regarding and/or relating to the project and/or the drainage easement and environmental covenant." The Solicitor speculated about how the Village would hold Whitetail harmless if Manor Brook filed suit against Whitetail. She suggested alternative language. Porter thought the current language would work and he wanted to get it to Whitetail for review.

**Porter made a motion to authorize the Mayor and Fiscal Officer to enter into an agreement with Whitetail for the purposes of a contract and easement with regard to the property just north of Manor Brook Dr. known as Parcel 1 in connection with the Manor Brook 319 grant, seconded Carroll.** The Solicitor clarified that the signatures of the Mayor and Fiscal Officer may not be needed yet, but Porter thought they might be helpful when sending the agreement to Whitetail so they could see that Council approved the agreement. The Solicitor stated that for the actual drainage easement, a legal description and survey of easement area, was still needed. The Solicitor also explained that it would not be necessary to get an individual permit from the Army Corps of Engineers because it was under a nationwide permit. Porter asked

received a 27% increase, and there were many variables that were involved. 15% was reasonable considering how it had been over the years. Canton verified that the employees do not pay anything towards their healthcare. Porter added that they also have a health savings account.

**Voice vote – ayes, all. Motion carried.**

Nairn stated that there was a joint HR/Streets Committee meeting on Thursday, October 21<sup>st</sup> to discuss a situation that had come up concerning overtime. It will be further discussed on Friday, October 29<sup>th</sup> at 7:30 in a joint HR/Streets Committee meeting. There will be a joint HR/Finance Committee meeting on Friday, October 29<sup>th</sup> at 8:30 a.m. to hopefully finalize the tiered salary system.

**PROPERTY COMMITTEE:** Galicki had nothing to report.

**PUBLIC UTILITIES:** Nairn addressed the Northeast Ohio Public Energy Council (NOPEC) Green Energy Sustainability program. It was advertised in the Village newsletter, but no one had expressed any interest in it. It had not been well received by other surrounding communities as well. The deadline is December 31<sup>st</sup>. The Mayor suggested moving on.

**PARK COMMITTEE:** Galicki advised that there had been a Special Council meeting on October 16<sup>th</sup> to discuss potential postponement of the Fall Festival. At the time of the postponement, approximately 200 hotdogs and buns had already been given to people attending the Farmers Market, which reduced some of the food inventory. With the last-minute postponement, committee members addressed availability of vendors to determine options of going forward with the event this year. Dates were discussed, but none in October or early November were available or acceptable. There was a lack of enthusiasm in going forward with the Fall Festival this year. Contingency plans had been considered, and next year Galicki suggested tentatively reserving the pavilion every Sunday in September to preclude the dates from getting booked while the committee waited for the Brown's schedule to determine the Fall Festival date.

Galicki reported receiving a phone call from the Mayor on Thursday, October 21<sup>st</sup> stating that he gave away the rest of the hotdogs to Chagrin Falls Park. At the October 16<sup>th</sup> Special Council meeting, Council discussed possible organizations to which the food could be donated. However, it appeared the Mayor took action to make the donation. Galicki verified that it was only the hotdogs and buns that were donated, and the Mayor concurred. Galicki offered that the Village still maintained the other items, which had long shelf lives and could be used for other events.


Prior to the next Council meeting, the Park Committee would meet to discuss lessons learned about the Fall Festival. The Village had been blessed for the past 10 to 15 years in having decent weather for the Fall Festival, but its luck ran out this year. The Park Committee recommended cancelling the 2021 Fall Festival due to timing and increased chances for inclement weather.

The Solicitor asked if there were additional food that still required a determination for donation. The Mayor stated that there were cookies and chips. Galicki added that there were also condiments and water. Galicki stated that the hotdogs and buns totaled about \$440 which had been donated. \$871.30 was spent on the remaining items. The Solicitor stated it was considered personal property of the Village and would require the process to decide it was unneeded for the

Berger addressed a traffic issue relating to an estate sale in The Preserve of Chagrin on Saturday and Sunday of the previous week. There were more than 75 cars parked along Manor Brook Dr. into Alderwood and all the surrounding areas. It resulted in Chief Rizzo being there on Saturday trying to direct traffic and to keep things moving. He said it was a mess. Berger was bringing it to Council's attention to question whether estate sales should require a permit. If emergency vehicles had been needed, they would not have been able to get through. Porter suggested discussing it in Safety Committee.

**ADJOURNMENT:** Being that there was no further business before Council, **Porter made a motion to adjourn at 9:25 p.m., seconded by Carroll. Voice vote – ayes, all. Motion carried.**

  
William G. Koons, Mayor

  
Danielle Romanowski, Fiscal Officer

Prepared by Leslie Galicki