

**RECORD OF PROCEEDINGS  
REGULAR COUNCIL MEETING  
MONDAY, MAY 9, 2022 – 7:00 P.M.  
MAYOR WILLIAM G. KOONS PRESIDING**

**MEMBERS PRESENT:** Bell, Berger, Canton, Cavanagh, Galicki, Porter

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

**VISITORS:** Patrick Holtz, Garden Park Dr.; Andrew and Rachel McKillen; Anastasia Nicholas, CVT

The Mayor called the meeting to order and led the Pledge of Allegiance. The Fiscal Officer read the roll. **Cavanagh made a motion to approve the minutes of the April 25, 2022, Regular Council meeting, seconded by Porter. Voice vote – ayes, all. Motion carried.**

**VISITORS:** The Mayor introduced Andrew McKillen, whom he planned to appoint as a South Russell Police Department officer. Chief Rizzo indicated that McKillen was coming to the Village from the Gates Mills Police Department and also serves on the drone team. **Berger made a motion to recommend the appointment of McKillen as a full-time police officer with the South Russell Police Department, seconded by Galicki. Voice vote – ayes, all. Motion carried.** The Mayor administered an oath to McKillen. **Porter stated that as a point of order he wanted to make a motion that Council confirm the Mayor's appointment of Officer McKillen to the Village of South Russell Police Department.** Comments were made that this had been done, that Berger made the motion and Galicki seconded. **Porter stated that this was for the Mayor to appoint, not confirming. Berger seconded the motion. Voice vote, ayes, all. Motion carried.**

The Mayor introduced Assistant Chiefs John Catani and Mark Vedder who were invited to discuss the remodeling of the Chagrin Valley Fire Department (CVFD) station. The plan was to raise \$1.6 million and also to ask the six contributing communities to share in the cost. The cost for the six communities would be \$300,000. South Russell's share would be a little less than \$70,000. Last year, the Village was asked to sign a non-binding resolution in support of the donation. All six communities signed it. This year, five of the six communities had approved this donation to the CVFD. The ball was in the Village's court.

Galicki asked Catani and Vedder to clarify the ownership of the building and why they chose this unique approach to funding capital improvements for a building that resides in Chagrin Falls. Catani said that the Village of Chagrin Falls owns the physical fire station. As a non-profit corporation CVFD occupies it. Every year they occupy the station free of charge for utilities, water, electrical, and sewer. A new HVAC was installed in the fire station that they did not pay for out of non-profit funds. If they were to own the building and pay for all those items, those charges would be passed on to the six communities that participate in the contract, which would raise the costs significantly. Historically, it has benefited everyone. Vedder added that this was not the first time CVFD has done construction at this building site in this manner. The current building was built with Suburban Fire Department Funds and the building was turned over to the Village. There is an agreement that provides for a prepaid lease in exchange for 25 years of use of the building. As a result of the construction, they anticipate extending the lease. Galicki clarified that CVFD was asking for public funds from the Village to improve a building they occupy that is owned by the municipality of Chagrin Falls Village. Catani explained Mayor Fritz and

Chagrin Falls Council President Grube pitched taking revenue from the ambulance billing in lieu of tax dollars. Ultimately it is South Russell's funds, but this is one way of doing it without using tax dollar money. It is ambulance billing revenue. Galicki pointed out that some of it was tax dollar money. It is the Village of South Russell's tax dollars and tax dollars from other communities engaged in the agreement. Galicki asked why they did not investigate a bond issue with the Village that owns the building or any other sources rather than donations from individual communities that use their services. Vedder said that all these things were investigated, and they wanted to utilize donations. The donations were originally from the public, and they have continued to solicit donations from the public for the past four years. Their concern was that if they increased the contract costs, most things that increase tend to not come down in price. They did not think it was wise to raise the price of it now and then try over a period of time gaining those funds to build a building. Instead, they would solicit donations from the public. Some council members approached CVFD from Moreland Hills and the Village of Chagrin Falls to ask if they could help move the ball forward and get the project finished. This was their proposal that each community donate approximately the amount that they collect in ambulance billing for the year.

Galicki said this was understandable. If the Village of South Russell wanted to revamp a building and could get buy-in from other communities so as not to use its own funds, it would be a grand idea. Again, the Village's dollars would be used as a donation. Vedder stated that although the building is owned by Chagrin Falls, the occupant is CVFD, which is South Russell's fire department. Galicki said that they did not have to be the Village's fire department. The Village contracts with them. He understood that they would like to have a new facility, but the other side of the coin might be to ask if there would be a degradation in fire services if they were to remain in the same facility. Vedder said they had been South Russell's fire department since 1897, except for two years in the 1980's.

Porter referred to the Community Funding and Escrow Agreement. On page 3, there is a reference to payments that will be made for work done at the fire station. The Village of Chagrin Falls invoices to CVFD which sends it to the escrow agent who pays the invoice. Vedder explained that the invoices are signed off by the Fire Department and the Village Engineer. Porter asked if Chagrin Falls would have oversight of the improvements from an architectural point of view, or was it CVFD. Catani explained that CVFD has oversight of the fire department portion of the project, which is why it is explicit that the funds will go into the escrow account and then CVFD will certify that they were used towards fire department building and not police department building since they are separate entities. Porter asked who would hire the architect and contractors. Catani stated RSA Architecture is in the process of creating drawings. It was taken on by the Village of Chagrin Falls, but CVFD agreed to enter into that agreement for that architecture drawing. They are currently discussing which direction to go for the building, whether it will be a cooperative agreement, a management at risk agreement, or going to bid with the Village but separate. Porter said that in paragraph 7 it states once the improvements are done, if there are funds remaining, they go to Chagrin Falls. Cantani said he did not know why that language was in there. The reality is that the escrow agreement will be around \$300,000 and it is written that this money will be spent first before the residents' donations. The project will be \$1.6 million, so there will be no left-over funds. Vedder explained that there was an effort to cover all contingencies in drafting the agreement. Porter verified the \$300,000 provided by the municipalities will be used first and asked why the donations would not be used first. Vedder thought all the money would be used; the \$800,000 raised and the \$300,000 from communities in addition to grants they hope to get from the county which are contingent upon all the communities participating. All funds will be used. Catani added that CVFD is closer to dealing with using their own corporate funds to finish the project. Porter questioned the disposition of left-over donated funds, and Catani explained that these were donations to the Capital Improvement Campaign which was launched four years ago. They donated to the Chagrin Falls

Charitable Fireman's Foundation, and the funds would go towards the project and if there were funds remaining, they would be used to help families of injured fire personnel. Vedder reiterated that there will be no funds left over. Porter verified the CVFD would be watching the expenditures and the work. Vedder stated there would be 60 inspectors there daily.

Canton asked if CVFD had considered a bond and asked for an in-depth answer. Vedder was aware Chagrin Falls Village discussed doing a bond, but he was not involved with local government and had no further information. Canton asked if it were not a normal avenue that should be taken. Vedder explained that the very first discussion of the station was about individual private donations to raise money for the building before there was discussion of using public funds.

Berger explained that the Village was excited about providing CVFD with \$70,000 for their project. He asked if CVFD would be willing to make it part of a contract as opposed to a donation. It would be included and prepaid in full up front. Vedder said he was not sure he understood. Berger explained that instead of being a donation, it would be included in the contract either as an expense, an addition to the contractual amount, or however it would get structured. It would be part of an ongoing contract between the Village and CVFD. Berger asked if they would be willing to consider this. Vedder said they would absolutely look at it. The current agreement requires all the communities to fund it by July, and he was not sure how the other communities would feel about this. Berger stated that the Village's contract is up December 31<sup>st</sup>. He asked if they would be willing to consider writing a new contract that was in place by July 1<sup>st</sup> which called for the Village to make a \$70,000 payment to CVFD as part of that agreement to get around the issue of a donation. Vedder and Catani said yes.

Bell referred to the agreement and noted there were five bulleted action items for construction needs of CVFD. It was stated during discussion that the bids were coming in high, and cuts were being made and he wondered if any of the five items in the agreement were affected. Vedder said no.

Cavanagh said she was on Council from 1995 to 2000. In 2000, the Village was paying \$11,000 per month for fire services. It is currently between \$34,600 and \$34,900. Cavanagh asked for Vedder and Catani in a couple of sentences to explain why it would go up more than 200% in roughly two decades. Catani explained that previously, the fire station was staffed with two people 24/7 but this changed to four people 24/7. 90% of its costs is personnel. He added that there had also been inflation and costs to upkeep the station and equipment. Cavanagh said there was a big remodel in 1990 and asked if this was what was being redone. Vedder said yes. The 1990's renovation did not take into account the amount of women currently on staff nor accommodations for them. To maintain the station with four people 24/7, the department has used part-time personnel to keep costs down, but this requires having lockers for them. The needs at the station have changed. Cavanagh verified the quantity of calls received justify their staffing. Catani stated that since 1990, the calls have almost tripled. Vedder added that they get about 1,600 calls per year.

Galicki addressed the comment about the contribution from Cuyahoga County. He asked how much the contribution would be, the source of the funds and whether they were part of gambling profits from the Cuyahoga County Casino that are apportioned to all Cuyahoga County communities, and why this funding was contingent on contributions from the Geauga County municipalities. Vedder said he was not sure that it was contingent on the Geauga County contribution. Galicki reminded Vedder that he said it was. Vedder said it was contingent upon CVFD being able to raise the funds to put the building up and complete the job, which is dependent on the different funding sources coming together. Catani said it was awarded because all the communities were required to show they had some skin in the game. Vedder explained that they were economic development funds, not casino funding, and at this point

were still not guaranteed. Catani added that CVFD did not have this money. Galicki asked for the latest status on the funds. Catani said they fully expect to receive the money, but do not know the ramifications of one of the communities backing out. Galicki asked who the liaison was with Cuyahoga County, and Vedder said it is the Fire Chief, Frank Zupan, who was making the presentation for the grant. Galicki asked if it was a matching funds grant, and Vedder said no.

Galicki addressed financial oversight and noted that the participating communities had no financial oversight with how the money was being spent. Catani explained that as he saw it, the Village trusts CVFD as its fire department with a \$1.6 million budget every year to cover the citizens for fire and emergency medical services (EMS). The Village also trusts CVFD with the lives of its citizens. The oversight in that is included in the CVFD contract. Catani further explained that any time the Village wanted to discuss the Safety Committee, the Village could call a meeting. With the construction project, the Village would be entrusting CVFD with the \$70,000 contribution towards the building fund and hoped the Village would trust them to complete the project. Galicki asked about Catani's reference to the Safety Committee. From information provided previously by the Mayor, Galicki understood that all the municipalities were members of the Safety Committee, but the Village had never been invited to participate nor did the Village have a representative to a Chagrin Falls Safety Committee. Catani stated it is the Suburban Corporation Safety Committee. The contract describes that at any time, the Village may request a meeting. Mayor Koons had taken advantage of it in the past, and historically efforts to organize a regular meeting had been unsuccessful due to a lack of interest.

Galicki verified that currently, there is no oversight of CVFD funds and expenditures by any of the contract communities. Vedder said no that they are a non-profit corporation. Galicki verified that they only had the internal audit. Vedder concurred. Catani clarified that there is oversight from Eber, Owens, and Associates in South Russell which provides an annual review. The books are also available for review as part of the fire contract.

Canton quoted Ronald Regan in saying that he believed in trust but verify. He thought there should be oversight. If they are asking six municipalities to offer funds, with the understanding that each should have some skin in the game, he thought there would be an oversight committee with a member from each community that would work closely with CVFD to see it carried out. Vedder asked what the role would be of the oversight committee. Canton stated that when he gives somebody \$70,000, he would like to know how they are going to spend it. Vedder explained that the agreement provides an escrow agent who looks out for the interests of the Village. Canton asked who would be keeping an eye on the agent. Vedder suggested that one representative from each community might be the best structure, or the use of the Advisory Committee might have merit.

Bell asked if this was the first campaign of its kind that the Fireman's Association had done for a capital campaign. Catani and Vedder said yes. Bell asked if they would foresee a need for a similar campaign in the next 10 to 15 years. Vedder said there may be a need in the future for additional modifications to the building, but he did not think they would ever do a campaign in this way again. It had been four years of a tremendous amount of work. Catani advised that they did not see any other projects coming in the next 10 to 15 years.

Cavanagh referred to Berger's suggestion to build the requested funds into the cost of the contract. She said it would be \$1,950 extra per month with \$70,000 over a three-year contract. She asked if this was what Berger was suggesting. Berger said yes, but the Village would prepay the \$70,000 with some contingencies that the Village kept the relationship for three years. If it did not, there would be some

claw back. He was not looking to hold the project up if they needed the \$70,000. However, the Village wanted to do it in a way that made fiscal sense for the residents.

Cavanagh received an invitation to a fund-raising event for \$325 per person and asked if this was from CVFD. Vedder said it was. She expressed concern about the cost and felt it was not for the 'regular' people. Vedder said it was generated by a group of citizens who volunteered to assist with fund raising.

Galicki revisited his question about the ownership of the building. Although it was established that Chagrin Falls owned the building, there was verbiage in the agreement/contract that at the end of the project, CVFD would be giving the building to Chagrin Falls for \$1. He did not see where the building transferred to CVFD during the construction. Vedder indicated Haberfield is the law firm that put the agreement together, and all the communities reviewed it, and no one had any questions from the legal departments of the Villages. The Solicitor said she had not reviewed the full document. Vedder said that Lisa Mack sent it out to each of the communities asking for questions and sent follow-up emails asking for legal questions about the contract. As far as legally looking at it, the opportunity was provided. Galicki asked the Solicitor if she received it and added that Council had not seen this correspondence asking if there were legal questions. It was just presented with a contract. Vedder said he would forward those emails. The Mayor asked what was being discussed regarding what was or was not sent here. Vedder said as he understood, there was a question as to whether any attorneys looked at the contract. He verified it had been and was sent out to each of the Villages. The Mayor said that every municipality but South Russell is signed on. He asked the Solicitor if she had received the Community Funding and Escrow Agreement. She said she had but had not reviewed it.

Galicki explained that in those documents there is verbiage that at the conclusion of the project, CVFD will turn the building back over to the Village of Chagrin Falls. He did not see where the building had been turned over to CVFD in the first place. Vedder explained that what was meant was that the improvements would be turned over to Chagrin Falls. Galicki read the exact verbiage which stated that CVFD shall transfer ownership of the fire station to the Village of Chagrin Falls, which upon acceptance of the fire station shall maintain the fire station as its sole expense for the life of the building including all maintenance and operational costs. Vedder verified that CVFD had never owned the building and that it would be the improvements being transferred. He agreed it was poorly phrased.

Bell referenced the suggestion of building the funds into a future contract as opposed to a straight donation. He noted that this would have to be done by July and asked if that was feasible. Vedder thought this would depend on the motivation of Council. Catani clarified that Bell was asking CVFD to have the Village's next three-year contract prepared by July 1<sup>st</sup>, and Bell concurred. Vedder said that if they had to, they would. The Mayor asked if the contract was based on the numbers for the current year, and Vedder explained it was based on the previous three years of activity.

The Fiscal Auditor expressed his concern with the concept of a donation and thought building it into the contract or making it a forgivable loan would be preferable.

The Mayor stated during the Safety Committee report he would be looking for a motion to allow the Mayor to sign the escrow agreement.

The Mayor recognized another visitor, Patrick Holtz. He asked what the policy was for Village lot ingress and egress to Chillicothe Rd. during the Farmers' Market. Holtz wished to read into the record the following email from May 9, 2022, at 1:42 p.m. from Chief Rizzo to Holtz and the Mayor:

Good morning Mr. Holtz,

I received your email from this weekend and would like to offer some guidance to your listed concerns listed below.

1. "The Sleepy Rooster parking lot is 100% full-as a turn around."

**It is my understanding (and there was no report suggesting otherwise) that ingress and egress to the plaza was not obstructed during the hours of the Farmer's Market. If you have an arrangement with the plaza property owner for your customers to park in the plaza lot, any issue regarding that would be between you and the plaza owner.**

2. "What is your guidance to our customers (on a vital revenue day) who are coming to the gallery from Bell? Or 306? And is this your policy every Saturday?"

**If finding an alternative route to your destination is not practical, use common sense when determining a safe place to reroute. There are other places for anyone heading south on 306 to ingress and egress to head north on 306, like the Village Cemetery.**

3. "Meanwhile, our lot can NOT be used for the Farmer's Market (which I am witnessing as I write this). This needs to be communicated. We have events and classes."

**The Village will remind the Geauga Fresh Farmers Market that they cannot let anyone park in the MC Studio lot. Feel free to reach out directly to Geauga Fresh Farm Market to relay the same.**

Should you have any further questions, please do not hesitate to contact me directly.

Respectfully,

Chief Michael Rizzo

Holtz reiterated his question about what the Village's policy was for ingress and egress to Chillicothe Rd. during the Farmers' Market. He explained that as it is currently, it means that MC Art patrons must decide how to access the business on Saturdays. What was already substantially curtailed is curtailed further because of the decision that blocks off Chillicothe Rd. MC Art must adapt to this and know what the policy is from the Village for the Farmers' Market between the hours of 9:00 a.m. and 12:00 p.m. and how long it will last so that MC Art can make the preparation.

The Mayor indicated that two minutes were left.

Holtz took exception to being asked to have his customers turn around at the Cemetery and added that he was saying no to the no left hand turn sign beginning this evening. He discussed how South Russell was in the 1980's when he was growing up and memories of his father's business.

The Mayor indicated that his time was up, and Bell made a motion to allow Holtz five extra minutes, seconded by Galicki. The Mayor said there was no need to vote that he would do it as a courtesy. Holtz described how as a neighbor to the Village property, his parents' relationship was antagonistic at times with the Village because the Village wanted the property. Holtz described that ultimately his wife established her art-based preschool in the building, which also hosts local artists and classes for adults. He reiterated that starting tonight, he will say no to the left-hand turn sign and say no to using the cemetery as a turn around. He again asked for the Village's policy on ingress and egress to Chillicothe Rd. with the Farmers' Market. He added that part of this issue stemmed from the necessity for Council to have greater control and oversight over the Farmers' Market.

The Mayor addressed Holtz's question about the policy and said there was no policy. Holtz agreed. The Mayor said the Village simply blocks off the exit that heads to Chillicothe Rd. for the safety of the people coming in and have done this for the past year. Holtz said there is a no left turn sign as well and asked what he should communicate to his customers. The Mayor made a suggestion and Holtz requested he send an email with this information. In the meantime, he would post Chief Rizzo's recommendation. However, to suggest turning around in the cemetery was the worst idea he had heard. The Mayor concluded it was up to Holtz's customers to find a way to turn around, whether it is in the plaza, cutting through the bank, or turning around at the cemetery.

**MAYOR'S REPORT:** The Mayor distributed his report to Council. He reported the Parkland Dam residents would not need to use Village Hall.

There were two requests to use the pavilion. One involved an ice cream truck and the other had 60 attendees. He asked if Council had any issues, and Cavanagh said no.

**FISCAL OFFICER:** The Fiscal Officer distributed her monthly report. She reported that the Village cemetery had its first scattering, and it went well.

Cavanagh referred to the Fiscal Officer's report and asked if the issue of the foreign exchange fee, etc. for the new computer had been resolved. The Fiscal Officer explained it had been solved and she wanted Council to be aware of it when it approved the Credit Card Report.

Porter provided his observations on Income Tax and the impact of people working from home.

Cavanagh referred to the Fiscal Officer's report which addressed the HR Committee discussion of the search for a part-time administrative assistant for the Building Department. Cavanagh stated that the Fiscal Officer's Administrative Assistant was hired to work at Village Hall and Cavanagh was not in favor of her working two half days per week in the Building Department.

Berger questioned 10 hours of overtime by Detective Kleinknecht reported on the Part-time / Overtime Report in the Fiscal Officer's report. The Chief and Fiscal Officer explained that it was paid as straight time because Kleinknecht had been on vacation and did not meet the hours worked criteria for overtime.

**FISCAL AUDITOR:** The Fiscal Auditor distributed his report for the month ending April 30, 2022. The fund balances added up to \$3.889 million. The interest rates increased to 0.41% and he expected it to continue to increase. The fund balances which were arrived at independently match the fund balances listed on the Fiscal Officer's cash transaction report to the penny. There was a reduction of \$863 in the balances from the beginning of April to the end. Regarding revenues, the cemetery had been a lot busier than in prior years. Otherwise, there was nothing to note for April in terms of revenue or expenses. The Mayor asked the Fiscal Auditor if he had ever seen four straight months of record income tax, and the Fiscal Auditor agreed it was going quite well, but it was hard to know how it would end up.

The Fiscal Auditor advised that the Treasury Investment Board would meet June 13, 2022, at 6:00 p.m. in Village Hall.

**FINANCE COMMITTEE:** The Finance Committee met on May 9, 2022. The next Finance Committee meeting is scheduled for June 15<sup>th</sup>.

Galicki asked the Fiscal Officer to address the Sugar Bush issues that were addressed in the Finance Committee meeting in terms of the agreement and actual costs. The Fiscal Officer explained that in

2020, Sugar Bush asked the Village to assist in the dredging of their pond and they returned with a revised amount last year. Originally, Council approved up to \$6,500 and then approved not more than \$10,500 when the residents reported that the project would be more expensive. A bill was received from Kyle Canter, who contracted with Snavelly. The total is \$16,930. The Fiscal Officer asked whether Council would be paying \$10,500 or half the bill. She also advised that Council should have asked for three quotes because according to the Street Commissioner, the dredging could have been done for approximately half the price.

Galicki said it was Council's initial understanding that the Village would split the cost with the community. With their concern for increased costs, the Village said it would go up to \$10,500, but Council did not agree to that number as what the Village would contribute. He proposed that the cost be split 50-50.

Cavanagh asked if Sugar Bush felt that the Village contributed to their problem, and therefore the pond needed to be dredged. The Mayor said this was correct. The Village agreed that the 2014 Road Program contributed to the silt in their silt pond. Porter added that the Engineer indicated that the Village had some responsibility as well. The Engineer said that the Village was replacing the culvert that went across Bell Rd. With only a portion of the culvert intact and the project area otherwise open, an intense rain that washed a variety of materials into the Sugar Bush pond.

The Fiscal Officer stated that the motion stated the project could be paid upon successful inspection by the Engineer and asked if the Engineer had done this. He had not but could.

**Galicki made a motion to acknowledge receipt and review of the May 9, 2022, Credit Card Report, seconded by Berger. Voice vote – ayes, all. Motion carried.**

**Galicki made a motion to approve a 50% expense payment to Sugar Bush for silt pond dredging upon certification by the Village Engineer that the work was satisfactorily completed in the amount of \$8,465, seconded by Berger. Ayes – Bell, Berger, Canton, Porter, Galicki. Nay – Cavanagh. Motion carried.**

**Galicki made a motion to approve the fund balances, seconded by Berger. Voice vote – ayes, all. Motion carried.**

Berger reported that the committee discussed Reserve Funds and recommended starting with establishing two Reserve Funds with guidance from the County Auditor. Those Reserve Funds would be for the Bell Road project and for replacement of the big plow trucks. Through discussion with the Street Commissioner, Berger found that the next plow truck is due to be purchased in 2026. The backhoe and one ton truck are due in 2023. Additionally, there is the wheel loader that is not due for replacement but is not appropriately sized for the Village's projects. This may be a good item to add into the Reserve Fund. Galicki added that the committee discussed establishing a Reserve Fund for the park restrooms. Berger concurred but reiterated that Council should start with the first two and then build from there as the process is learned.

**SOLICITOR:** The Solicitor addressed the bid that went out for the Central Retention Basin project. There was an addendum that was issues today regarding the ARPA funding, but she did not think this would change anything. There were already bidders that have taken out the actual packet, and she thought they had all been notified. The bid opening is Friday, May 13, 2022.



**ENGINEER:** The Engineer reported that the Village is out to bid for both the Manor Brook Stream Restoration project and the Central Retention Basin project. The bid openings are Friday, May 13<sup>th</sup>, 2022. There are a host of interested bidders and he was hopeful that the Village would receive some competitive bids and good prices.

The Chief asked the Engineer to provide a traffic light update. The Engineer will follow up with the designers.

Porter asked the Engineer to update Council on the clearing of the Manor Brook and Central Retention Basin project sites by VanCuren. The Engineer has been in contact with the contractor and explained they did the Village a big favor in cutting the trees before the deadline. In the next two weeks they should be cleaning up the sites. He would update the Streets Committee.

The Mayor stated he spoke to the Geauga County Engineer about what happened with the paving of East Washington St. He added that the county Engineer held Engineer Haibach in high esteem.

**STREET COMMISSIONER:** The Street Commissioner submitted his monthly report for April. Additionally, on behalf of the Streets Department, he provided thanks for the help with Trash Day, which was well received by the residents. He added that it was the first time the Village received a building on a trailer. Berger suggested the development of a policy statement for the next Trash Day that provides guidelines in the interest of safety. The Mayor suggested the Streets Committee consider the matter, specifically defining construction debris.

Bell asked for an estimated date of completion of work at the corner of Snyder and Bell Roads, and the Street Commissioner said his department was currently working on Lake Louise.

Porter complimented the Street Department staff and the helpers from Russell for their work and efficiency at Trash Day. The Mayor said he would be attending the Russell Twp. Trustee meeting on June 2<sup>nd</sup> to thank them for their assistance. He would also discuss the Energy Special Improvement District (ESID) with them.

**STREET COMMITTEE:** The Street Committee met Friday, May 6<sup>th</sup> and the minutes were distributed. Regarding the Village's paving of its portion of East Washington St., the committee recommended the Village bid out the project this year with specifications provided by the Engineer such that the Village could do it alone if need be or with the county with the same contractor. He added that there was no harm in bidding it out because the Village could reject the bids. The Engineer said he could have this ready in two weeks. The Mayor asked if Permissive Gas Tax funds should be used, or saved for Bell Road east, and added that this would be a way to spend down the Village's balances. Porter thought there was \$120,000 in the Permissive Tax account, but there was no need to decide yet. The Fiscal Officer advised that if the Village were to decide not to use these funds, there was paperwork that must be done to undo what had already been done. Porter commented that the county received an unpleasant surprise with the first bid results, and that the project could wait. The Engineer added that Washington Street was not on the list of the worst roads.

The second recommendation the committee would make concerned the Family Life Center. The Solicitor provided the nuisance abatement ordinances and Ohio Revised Code (ORC) which states that a nuisance that originates outside of South Russell can be addressed with action by South Russell to fix the problem and then present the bill to the offending party. With that in mind, the committee recommended that the nuisance abatement procedure be pursued with the Family Life Center retention

pond with the idea that the Village would take care of the problem. It is about \$7,400 and the Village would seek some kind of reimbursement from Family Life Center at an appropriate time. Cavanagh clarified that Porter was proposing the Village clean it out and then bill it back to the Family Life Center, and Porter said yes. There was a process to follow, and Porter said that nothing would be done if the Village did not do something about it, and it affected the residents in Chagrin Lakes. The Solicitor indicated that the process must start with the Zoning Inspector inspecting the issue. It was necessary to address how the pollution into Chagrin Lakes was happening. The Mayor would contact Dave Hovevar to initiate the process.

Regarding the erosion issue at 37 Cascades, Porter stated that the Village was partly responsible. The Street Commissioner explained that the box culvert was increased in size, resulting in more water moving at a more rapid rate. The water was washing away portions of the resident's property. Porter stated that R&B Trenching would charge \$6,000 for the labor if the Village bought the materials to correct the problem.

Bell complimented the team that participated in Trash Day.

**Porter made a motion that the Mayor and Fiscal Officer be authorized to bid out the paving of East Washington Street within the confines of the Village of South Russell, seconded by Bell. Voice vote – ayes, all. Motion carried.**

**Porter made a motion that the Mayor, Street Commissioner, and Fiscal Officer be authorized to enter into a contract with R&B Trenching in the amount of not more than \$6,500 to correct the problem at 37 Cascades and that the Street Commissioner be authorized to purchase the materials necessary for that job, seconded by Bell. Voice vote – ayes, all. Motion carried.**

**BUILDING COMMITTEE:** Canton advised that the Building Committee met on May 5<sup>th</sup> and the minutes were distributed.

The Mayor played the phone message received from Mr. Davet, who owns a building inspection business in Auburn. His business charges \$125 per hour. This was the only other building inspector with qualifications. Galicki clarified he was not a zoning inspector. The Mayor said no, that anyone could be a zoning inspector.

**POLICE CHIEF:** With the Solicitor's approval, the Chief wanted to provide background on the MC Art Studio history. The Solicitor concurred. The Chief explained that when MC Art Studio moved in, it was determined there was a problem with traffic backing up into the intersection of Chillicothe and Bell Roads as customers were attempting to make the left turn into the business. To help MC Art, the Village created an agreement whereby patrons could use the Village lot to drive through and drop off the children in the back of the building. That agreement was never really utilized by MC Art and there were a lot of complaints about their patrons parking in the Village's parking lot. The kids were not dropped off at the approved location. The Chief received an email from Mr. Holtz, which indicated repeatedly that left turns into MC Art Studio were dangerous. In response to this and under the powers of the Chief of Police along with consultation with the Solicitor, a no left turn sign was posted to alleviate Holtz's concerns. The Chief sent the email December 6, 2021 and did not receive a response. There was no opposition to the sign until a month later. The sign posted under Section 40603 is legally posted and in his opinion, anyone observed disobeying that traffic control device may be cited.

Cavanagh asked for clarification. The Chief explained that when the customers were trying to make the left turn, they were trying to cross over two lanes of traffic, to include a turn lane and a through lane. This caused the traffic to back up in the mornings into the intersection. In response to this issue, the Village provided the agreement allowing the use of the Village Hall lot.

The Chief continued when the Holtz's complained about the no left turn sign, the Village gave permission for their customers to come through the parking lot, make a right onto Chillicothe Rd., and then turn into the business' driveway. The current problem is related to the Farmers' Market and the Village driveway being blocked. They cannot pull through the Village parking lot to make the right turn to enter the business.

Cavanagh verified that Saturdays were the only problem, and the Chief concurred. The Chief reviewed the accommodations that were made, and Bell clarified that the Village had allowed the business to use public property to turn and then provided an optional turn around also on public property.

Porter clarified that the email the Chief received was from Patrick Holtz and not his father. The Chief explained that the email was in response to a complaint received by the Village about the Mc Art customers utilizing the Village Building Department parking. They had numerous cars parked there throughout the course of the day to access the business from the Village property.

Cavanagh asked if there was a no left turn sign for leaving MC Art, and the Chief said no, only incoming.

Canton verified an email was sent by Holtz bringing the danger of the left turn and asked if Holtz suggested what should be done about it. The Chief said no. Canton noted Holtz said it was dangerous, and the Chief read the following: "I have to tell you again and again, the left hand turn into our business is dangerous. It is dangerous because of the behavior of impatient drivers sitting at the light. It may be influencing why a parent, even though they shouldn't park there, parks in the Village lot. It is dangerous." Cavanagh asked for the date of the email, and the Chief said December 6, 2021. Canton said that the Village gave them permission because it wanted them to succeed, to drop the children off in the Village parking lot. They came to the Village explaining how nice it would be to have a little playground area and fence, but it would be on the Village property. Because the Village wanted to see them succeed, this was allowed. The Solicitor added that the agreement expanded to include not just registered students and drivers to cut through the lot. There used to be a sign that said "no through traffic" that was removed. The agreement was incumbent upon the business to let customers know.

The Chief advised that the GovDeals auctions concluded on May 3<sup>rd</sup> and the Village will be receiving a check for \$14,787.75. This included a police car, police equipment, and some Service Department equipment. The Chief advised that the Village was offered \$4,400 for the vehicle as a trade in for the new cruisers. With the current used vehicle market, the Chief thought it would be better to put it on GovDeals. The 2014 Ford Explorer was listed for \$4,400 on GovDeals and sold for \$11,000.

**SAFETY COMMITTEE:** Galicki reported that the Safety Committee met on May 5, 2022, in conjunction with the HR Committee, to go into Executive Session to discuss the hiring of part-time and full-time patrolmen. The next Safety Committee meeting is scheduled for June 2, 2022.

**Galicki made a motion to accept the \$400 donation from Dry Insurance for the Bike Rodeo and the Cops and Kids fishing event, seconded by Canton. Bell verified the donation went to the**

**Village and not the Patrolman's Association. The Chief explained these are both Village events and so the donation goes to the Village. Voice vote – ayes, all. Motion carried.**

Galicki addressed the contribution for the CVFD building improvements. From the earlier discussion, it appeared there was a consensus that Council would like to see the funding rolled into a contract renewal. Canton concurred. Porter said he had reservations about doing it this way because CVFD needed the money by July 1<sup>st</sup> according to the escrow agreement. Galicki indicated that it would be front loaded. Porter said that the \$70,000 would be provided before the Village had a new contract. Berger clarified that the contract would include the \$70,000 as a prepaid expense of \$1,950 per month for 36 months. It would not be a donation. The Fiscal Auditor added that if CVFD ceased to provide service in a year, they would have to make it whole. Porter questioned the timing of creating such a contract and asked who would do it. Berger suggested that if CVFD wanted the money, the Village was offering them an option to provide a contract before July 1<sup>st</sup> that will be effective January 1, 2023, and last for three years and the Village would prepay the \$70,000 with stipulations on it. It was up to CVFD to bring the Village a contract. Porter asked if CVFD could do that before the June 13<sup>th</sup> Council meeting. Vedder did not know and could not commit on behalf of the corporation. Porter said his concern was that there would be a glitch and South Russell would not participate. The deadline would expire and CVFD would lose its funding from Cuyahoga County because not all the communities participated.

Galicki asked if July 1<sup>st</sup> was an artificial date or specified by Cuyahoga County, and Vedder said the date was selected by Mayor Fritz's group. Galicki verified it was an artificial date. The Fiscal Auditor added Council had agreed to the non-binding resolution. Porter asked if the funds could be provided stating that it would be known as a credit against the future contract. The Solicitor said this could be done, but there was no ordinance for it. Porter said he would be happy to do an ordinance. Berger said this would take the pressure off of CVFD but put the Village in a position in full faith that it would come to an agreement on a new contract. Porter stated that the Village had explored other fire departments and concluded that CVFD was the best fit for the Village. Porter added that Mike Carroll, a fire chief in Lyndhurst, ultimately recommended going with Chagrin Falls. Porter thought Council could vote the money as a credit on the contract that night so that Vedder and Catani could report back that South Russell was in. Porter asked if the Fire Department was willing to take the \$69,000 and change and make it a credit for a three-year contract for 2023, such contract to include that amount so it is a zero. Vedder verified that this was in addition to the contract. The Mayor added also in addition to cost-of-living increase to the contract. Porter acknowledged that this would be expected to account for CVFD's higher cost of operating. He asked if Vedder and Catani agreed and could speak for the department.

Galicki asked the Solicitor if an ordinance was needed and whether she could help craft it. He asked if it was something that had to be done now. Porter said he would create the ordinance.

Bell clarified that what Berger was proposing was that the Village would have a three-year contract and would put the \$70,000 up front but that there would be an expectation the contract would contain language that if the arrangement did not work out, the Village would expect its money back. Berger stated that the expectation was that while it is prepaid, if the contract were only to last a year, and CVFD disbanded, for example, then there was no contract for the remaining two years so the balance, 66% of the \$70,000 should be returned to the Village. If for some reason, CVFD breached the contract, then at that point, the \$70,000 would be prorated and it would be owed back to the Village. Porter stated that as a matter of contract law, it would be a provision that protects the Village, but with CVFD's longevity, it would not be expected. Vedder said that these terms sounded agreeable. Regarding the escrow

agreement, Vedder asked if the Village would be forgoing the use of the escrow account, and Porter said no. Vedder verified that the Village would enter into the escrow agreement, and Porter said yes. Catani asked when the Village would want the new contract, and Porter said June 13<sup>th</sup>, but if they need more time, a special meeting could be arranged. Porter thought changes to the contract would be routine. Vedder explained the difficulty was that all six communities would have to have their contracts calculated to know what one part is. The costs are based on property valuation, population, and number of Fire and EMS calls. This would mean calculating operating cost and capital expenditures for the next three years. With inflation and the market currently, calculating wages for three years from now is a crapshoot. Porter said that typically the Village receives the contract in September and is asking for it in mid-June instead. Furthermore, this is a way for Council to support CVFD's efforts while protecting the Village. The Mayor said this was asking a lot.

Vedder agreed to having the contract prepared.

The Solicitor suggested CVFD consult their legal counsel to determine if there would be an issue in the event the funds needed to be returned to the Village.

The Mayor proposed that a motion be made to determine if there were five votes to waive readings of the ordinance, and Porter said no.

The Mayor said that the Village is spending about \$1,000 a day, \$370,000 per year. There will be a cost-of-living increase added plus the \$70,000. The services would cost close to \$500,000 next year.

Berger clarified that the \$69,000 was in the budget and there was nothing that needed to be done from a budget standpoint. The Fiscal Officer concurred.

Galicki addressed a concern of the Police Chief. In the Mayor's report, he referenced a phone call he received from a local mayor who was upset because he was not informed that the Village was hiring an employee of his municipality. The Mayor's report states further that in the future, professional courtesy should include a phone call to the leader of any municipality letting them know the Village is hiring one of their employees. Galicki noted that often times when employees are changing employment, they do not want their current employer to know. He believed it should be incumbent on that individual to inform his own community. It may impede his transition and/or leave that employee or the department with a bad taste in their mouths. He felt it was important to respect the requests and desires of the perspective employee. More often than not, people do not want this information promulgated. Galicki offered that perhaps a good response back to someone who complains that the Village is stealing people is to ask what is being done at their department that is making people consider leaving. He saw the Mayor's suggestion as a breach of trust with the new hire. The Mayor said that he disagreed and for professional courtesy he would let the Mayor know. Berger clarified that this would occur after the hire. The Mayor said yes. Berger said that after it is done it is fine. Porter agreed. Berger added that it should not be done during the hiring process, but would be fine after notice was given. The Mayor said it was never considered. He said it was a courtesy to his colleagues.

**HR COMMITTEE:** Berger referenced discussions with the Chief about the difficulty in hiring part-time officers and that the Village did not appear to be as competitive in terms of compensation. The going rate is closer to \$30 per hour. Berger questioned whether Council wished to raise the pay scale for the part-time police officers. The current pay range is \$19.57 to \$26.78. He would propose raising the minimum to \$22.57 and maximum to \$29.78. Porter asked if this was enough. The Chief offered that

\* The Mayor proposed raising the rate from \$29.78 to \$30.00. Berger agreed. Bell clarified that this was the maximum rate and Berger agreed and said effectively this is what they would be hired in at. The max rate could be moved higher as well, but currently the Village was having difficulty hiring part-time officers at \$26.78.

off-duty details are more attractive because they may pay \$35 to \$45 per hour. He thought raising the rate to closer to \$30 would be helpful.

\* **Correction** The Mayor proposed waiting two weeks to think about it. Porter did not see a reason to wait, and said he supported \$30 as the maximum rate. Bell suggested making it higher for flexibility with inflationary changes. The Fiscal Officer explained that Council is setting the range. Once this is set, it will be necessary to determine what the part-timers are getting and if the currently employed part-timers will be getting raises and the effective dates. It is a two-part process. The Mayor proposed just having a first reading.

During the May 4<sup>th</sup> meeting, the committee discussed developing travel and training policies and procedures, to be added to the Employee Handbook covering outside training for employees and travel to the training sessions. There was also discussion of hiring outside consultants to help with this.

The committee discussed the proposed nominations of citizens of the year recipients in the Village. It was the opinion of the committee that this should not be done. Rather the Mayor can issue proclamations to recognize residents. They also suggested no recognition of individual businesses.

The committee is developing the appreciation gift policy to recognize those residents who have served in a volunteer capacity on committees and boards. To recognize those who have recently served in the recent past, **Berger made a motion that Council shall direct the Mayor to recognize those individuals who have served in a voluntary capacity on committees and boards within the Village for a period of at least two years and have now concluded their service within the last six months by presenting each individual with a proclamation of recognition and a \$50 gift card to be purchased by the Village. Individuals that have been compensated for their services, either on the Architectural Review Board (ARB) or Village employees are not eligible for this recognition, seconded by Cavanagh.** Galicki asked if it included previous ones. Berger said it was for anyone who had completed their services within the last six months. He anticipated that the committee would write a policy going forward, but there were individuals who needed to be recognized at the luncheon. Canton verified someone who had been compensation would not receive a gift, and Berger advised they would receive a proclamation. The Fiscal Officer advised that there would be an issue with the Village Hall print for the former Council members. **Berger amended his motion to include for the two previous Council members that they receive the print of Village Hall and their proclamation in recognition of their service, seconded by Cavanagh. Voice vote – ayes, all. Motion carried.**

Berger advised the committee recommended tabling the ordinance addressing the tiered salary schedule to allow the committee time to update and correct it.

The Mayor called Council's attention to the bills list that reflected a check for \$7 for reimbursement of mileage. He suggested that people who incur expenses be reimbursed quarterly instead so that it is worth the Village's time to cut the check. Berger said from an accounting perspective that made sense, there are people who do not feel that they should have to front money to the Village for their expenses, and therefore it is the cost of doing business.

Berger said the Village should move forward with getting a part-time administrative assistant for the Building Department. The Mayor proposed that the administrative assistant float to all three departments. Berger said the full-time position was created because there was a need in Admin and on further reflection, to take that person and send her over to the other departments defeats the need in

Admin. The full-time person should stay in Admin and the search should continue for a part-time administrative assistant to fill needs in other departments as a floater.

The Fiscal Officer advised the position would be reposted tomorrow.

**PROPERTY COMMITTEE:** Canton advised that a Special Property Committee meeting was held on April 27<sup>th</sup> and the minutes were distributed. It pertained to developing a soccer field on the East Washington Street of the park. The Engineer indicated that he would report on it at the June meeting.

Canton said there was a Special Property Committee meeting held on May 2<sup>nd</sup> and the minutes were distributed.

There will be a Special Parks Committee meeting on May 16<sup>th</sup> at 7:00 p.m. in Village Hall. The meeting would include discussion of Village Hall usage and Canton asked the Solicitor to attend.

Cavanagh discussed the pavilion opening in Moreland Hills. It contains a bathroom that Cavanagh would consider for the Village park and said it cost \$48,000. The Engineer verified it was a self-contained unit. The Mayor commented that the municipality's use of the pavilion was interesting as to how they go about it. He suggested the Properties Committee consider it. Cavanagh agreed and said they rent it to non-residents.

The Mayor stated Chagrin River Watershed Partners would be paying for the rain garden.

Regarding the Properties Committee, the Mayor stated the Village has a policy about the use of tables and chairs. There is a group of private people who are putting on a picnic May 22<sup>nd</sup> to recognize the Police and Fire Departments of South Russell and Chagrin. The private committee would like to use some tables and chairs that belong to South Russell. The present policy does not allow it, and the Mayor asked if Council wanted to create an exception for this event. **Cavanagh made a motion that this committee would be allowed to use the South Russell tables and chairs and bring them back in the condition they were in.** Porter clarified it was the wooden chairs and the Mayor concurred. **Seconded by Porter. Roll call – ayes, Cavanagh, Porter, Bell, and Berger. Nay, Galicki. Canton recused himself. Motion carried.**

**PUBLIC UTILITIES:** Porter reported that the Special Utilities Committee meeting scheduled for May 9<sup>th</sup> was cancelled because Porter neglected to send out an agenda. Porter advised that the next Special Public Utilities meeting would be June 6<sup>th</sup> at 9:00 a.m.

Regarding the Parkland Dam petition, Porter asked the Solicitor or Fiscal Officer if any responses had been received from the Parkland residents. The Solicitor referred to the last Council meeting in which it was determined that the Mayor and Berger were to speak with the additional two property owners who were not part of the original petition. She asked if this meeting had occurred? It was her understanding that nothing had been sent out with respect to the petition until this discussion occurred. Berger advised that he and the Mayor had two meetings with Bruce Hendricks and Marc Bloch who had been coordinating the project. It was reported to the Mayor and Berger that the response from the two new residents was that they would not be included in the financial obligation of the project, but that they would provide an easement for access through their property for the work that needed to be done on the dam.

The other issue was that the group was confused as to why they needed to put the \$33,000 up front. Their understanding was that with a bond issue, the bond would go back and capture the expenses from



the beginning going forward. Thus, the expenses for the engineering would be picked up as part of the bond process. Berger asked them what the residents' reaction would be if the Engineer determined it would be a million-dollar project and they decided not to go forward. They responded that they would be responsible for all the fees up to that point, and they could be assessed for those. Berger did not know how this would work. The next step was to clarify this with Bond Counsel. The Mayor said that this email went to the Bond Counsel last week and he had no response yet. The committee was waiting for this response to determine how to proceed. Porter asked if this went against the non-refundable stipulation. The petition stated that the residents would pay the money and it would be non-refundable. Berger said that their position was that they understood this, but it could be done as an assessment as opposed to writing the check up front.

The Solicitor asked why the Village would go out for a bond just to recoup the cost of the Engineer. She advised that Bond Counsel would have to answer this question. Porter did not see the Village going out for a bond for \$33,000, and this position did not make sense to him. It was his understanding that the residents needed to pay the estimated engineering costs to determine what the project would be. The Engineer clarified it was for the geotechnical investigation.

Berger reiterated that Bond Counsel would be consulted and if it could not be done, then the Village would convey this to the residents. It seemed to Porter that the Village was getting push back for \$3,000 from each household. Cavanagh stated that they were.

#### **ORDINANCES/RESOLUTIONS:**

Berger provided a first reading amending Ordinance 2022-29 for line item 9, part-time patrol officer, raising the minimum rate to \$22.57 per hour and raising the maximum rate to \$30.00.

Porter introduced an ordinance whereby the Mayor, Fiscal Officer, Solicitor as needed, will execute a community funding and escrow agreement for the modernization of Chagrin Valley Fire Department fire station with the attached Exhibit A thereto and that the Village would contribute \$69,769 into the escrow account for the fire department's effort at modernizing the fire department station and that that amount, \$69,769 shall be accounted for in the fire contract to be reviewed by the Village of South Russell for the provision of fire services in the years 2023, 2024, 2025 and that that amount would be in effect be zeroed out by the fire department with an increase in that contract reflecting that same number and that the fire department would provide the Village in advance of July 1<sup>st</sup>, preferably by June 13<sup>th</sup>, a new contract for fire services indicating that amount. Porter made a motion to waive further readings, seconded by Berger. Galicki asked if it was necessary or prudent to waive readings. Porter said it was timely and prudent because Council had gone round and round with it for quite a while and CVFD needed an answer as did the other communities. Galicki said they had an answer. He asked Berger for his thoughts. Berger said that since he would potentially be gone for the next Council meeting, he wanted to see it move forward tonight. Council agreed to it as a non-binding resolution last year and now it was being put in a form that protects the residents of South Russell. With that, he thought it should go forward. Galicki asked the Solicitor if there were any issues legally. She said yes, there were some issues. One would be whether or not CVFD could actually accept this. Council could pass the ordinance, but there was concern of how they would return the money if in fact something happened. Porter offered that the ordinance could be repealed, although not desired. Roll call – Ayes, Canton, Cavanagh, Porter, Bell, Berger. Nay, Galicki. Porter made a motion to adopt, seconded by Berger. Roll call – ayes, all. Motion carried. **ORD 2022-40**



Berger made a motion to table an ordinance repealing ordinance 2022-17 and adopting pay schedules in a tiered system for South Russell Village employees and declaring an emergency, seconded by Cavanagh. Voice vote – ayes, all. Motion carried.

Berger provided a third reading of a resolution of appreciation for David Maistros. Berger made a motion to adopt, seconded by Porter. Roll call – ayes, all. Motion carried. **RES 2022-41**

Berger provided a third reading of a resolution of appreciation for Laura LaChapelle. Berger made a motion to adopt, seconded by Cavanagh. Roll call – ayes, all. Motion carried. **RES 2022-42**

Berger provided a second reading of a resolution of appreciation for Gregory Pike. Berger made a motion to waive readings, seconded by Cavanagh. Roll call – ayes, all. Motion carried. Berger made a motion to adopt, seconded by Cavanagh. Roll call – ayes, all. Motion carried. **RES 2022-43**

**BILLS LIST: Galicki made a motion to ratify the bills list of April 29, 2022 in the amount of \$42,040.79, seconded by Porter. Roll call – ayes, Cavanagh, Galicki, Porter, and Bell. Berger and Canton abstained.**

**NEW/OTHER: Canton, Galicki, and Bell had no new business.**

Porter stated that the next Street Committee meeting will be June 3, 2022, at 7:30 a.m. in the Street Commissioner's office.

At 9:43 p.m. Berger made a motion to go into Executive Session pursuant to 121.22 (g)(2) to consider the acquisition of property, seconded by Porter. Berger invited the Solicitor, Fiscal Officer, Fiscal Auditor, and the Mayor to remain. Roll call – ayes, all. Motion carried.

Council reconvened at 9:58 p.m.

**ADJOURNMENT:** Being that there was no further business before Council, **Porter made a motion to adjourn at 9:58 p.m., seconded by Berger. Voice vote – ayes, all. Motion carried.**

  
William G. Koons, Mayor

  
Danielle Romanowski, Fiscal Officer

Prepared by Leslie Galicki