

**RECORD OF PROCEEDINGS
SPECIAL COUNCIL MEETING
MONDAY, JULY 25, 2022 – 7:55 A.M. VILLAGE HALL
MAYOR WILLIAM G. KOONS PRESIDING**

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

OFFICIALS PRESENT: Fiscal Officer Romanowski and Solicitor Matheney

VISITORS: Brian Doering, ^{CVT} Dr. Scott Allen
MAPLE LEAF

The Mayor called the Special Council meeting to order and the Fiscal Officer read the roll.

ORDINANCES/RESOLUTIONS:

Galicki provided a second reading of an ordinance advancing funds from the Income Tax Fund to the Manor Brook Fund of \$160,000 and declaring an emergency.

Canton provided a second reading of an ordinance approving the Service Agreement with Inspection Solutions, LLC for the professional building inspection services, authorizing the Mayor to execute the Service Agreement on behalf of the Village of South Russell, and declaring an emergency. Galicki explained that he emailed his concerns about the contract to the Building and Finance Committees. Utilizing the June 2022 Inspection Solutions invoice, he noted that there were 64 inspections done for the month of June, including zoning. Under the new contract, all inspections would be charged at a rate of \$75 per inspection, and none would be conducted under the old 20 hours of the previous contract. The total for the June bill would be \$4,800 under the new contract with an additional \$2,000 retainer, making it a total of \$6,800 instead of \$4,137.50 the Village was charged for inspections and retainer for June. Galicki had asked the Building Inspector and Committee to evaluate the June bill as if it were being billed under the new contract. Some of the entries appeared to be administrative and zoning related, and the Village now has a Zoning Inspector. He wondered if it would be billed at the \$75 per inspection, or whether some of the items would be broken out, and if so, what items would fall under 20 hours, and which would not. He received a response from Building Committee Chairman Canton who explained that all inspections would be \$75 per inspection, and that projects involving Village property would be inspected by Dave Hocevar, the Building/Zoning Inspector. He further stated that Dan D'Agostino is the assistant Zoning Inspector who also performs building inspections. However, Galicki's understanding was that D'Agostino was the part-time Zoning Inspector, and the assistant Zoning Inspector was the Building Department Administrative Assistant/Board Clerk/Assistant Zoning Inspector. He did not understand Canton's assertions that Hocevar was still the Zoning Inspector and D'Agostino was the assistant Zoning Inspector. In Canton's email response, he also explained that Hocevar is giving D'Agostino more responsibilities at a much lower rate, which allows Hocevar more time in the office for administrative duties. Canton also said there was a \$662.50 difference between the old and new contract agreements, most likely due to Hocevar performing all his inspections outside the retainer. Galicki did not know how Canton arrived at this figure. In the email, Canton explained that there were 10 administrative duties performed in the office reflected on the bill, which Galicki wondered how many hours were involved and would they fall under the retainer? Regarding the \$48,250 cap Canton referenced in his email, Galicki asked where this cap came from, because he did not see it in the contract Council was considering. It was verified that it is in the new contract.

Galicki asked if D'Agostino was the Zoning Inspector or the Assistant Zoning Inspector, or was Hocevar still the Zoning Inspector? Cavanagh stated he is Building and Zoning. Galicki clarified that his understanding was that D'Agostino was hired as the Zoning Inspector who would do additional building inspections as well at the rate of \$40 per hour. Bell's understanding was that the title he was hired under was the Building/Zoning Inspector. Galicki verified that he was not the assistant as stated by Canton. Bell said he was not familiar with the title of Assistant, but rather Building and Zoning Inspector. Canton explained that he contacted Hocevar to clarify that Hocevar considers himself to be the Zoning Inspector and that he considers D'Agostino an Assistant Zoning Inspector. Galicki questioned whether it was a matter of what Hocevar considers himself, or what the Village is hiring and contracting for as well as what the job description specifies. The Solicitor stated the job description was important, although in the contract, Hocevar mentioned zoning inspections as outside the retainer fee. This matter required discussion. The Codified Ordinances state that there shall be a Zoning Inspector, not two. She suggested that the contract could be changed to reflect Hocevar assisting the Village's Zoning Inspector. The Fiscal Officer stated that the pay range for the position is Building and Zoning Inspector. Cavanagh asked if "assistant" needed to be added, and the Solicitor reiterated that ordinances specify the Village shall have "a" Zoning Inspector and adding the word "assistant" might resolve the issue, but then it would be necessary to change the job description or Hocevar's contract. In the new contract it states that part of the retainer is to serve as the Village's Zoning Inspector. Galicki questioned whether this phrasing was included in the contract because this was how it was in the previous contract, or was it because the Village needed two Zoning Inspectors? He concluded that it was a matter of attention to detail in the contract. The Solicitor agreed and said the current agreement still had "serve as the Village's Zoning Inspector." She thought it had been like this for a while. Porter interpreted the Zoning Inspection language in the forthcoming contract to mean that if Hocevar did zoning inspections, that would be how the billing was handled. Specifically, when D'Agostino was not around, Hocevar could step in for that purpose. The Solicitor stated this should be expressed in the contract. She read the pertinent portion of the contract to include, "and serve as the Village's Zoning Inspector,," and said this needed to be addressed. The ordinances specify one Zoning Inspector, unless Council wished to amend the ordinances, which she would not recommend. In Section 1 under Retainer Fee, Berger suggested crossing out the words, "and serve as," and say, "provide general advice to the Village's Zoning Inspector." "Any hours beyond the 20 hours per month will be billed at \$75 per hour." The Solicitor suggested including "and" before the words, "general advice."

The Solicitor stated that she did not realize D'Agostino was hired as the Building Inspector. Does the Village now technically have two Building Inspectors? Cavanagh stated he could do those and asked what needed to be changed. Galicki explained that D'Agostino was hired specifically to fill in as the Building Inspector and receive compensation commensurate with those duties. Porter thought he was the Building Official. The Fiscal Officer explained that Hocevar is the Village's Building Official, which makes it a certified Building Department. D'Agostino is more of an assistant. The Solicitor stated that under the Codified Ordinances, there is only one Building Inspector or Building Official. Porter recalled that there are assistants, and the Solicitor concurred. Galicki asked the Solicitor if clarification was necessary on this matter. The Fiscal Officer stated it would be necessary to change the job description to read Zoning Inspector and Assistant Building Inspector. The Solicitor concurred, although she did not think it was clear in the contract. She did not see where it said that Hocevar served as the Building Official. She thought it would be important to be clear as to who the Building Inspector was for purposes of signing and sending letters. Clarification would be necessary, possibly with the State. Galicki asked if a contract service could be a Building Official for a municipality, and the

Solicitor said yes. Berger asked if it was specific to the person or the legal entity and considered what the implication would be if someone without the qualifications held by Hocevar were to take over the business. That person could not be the Building Official. The Solicitor concurred.


The Mayor stated that the Village would lose Hocevar in a week and it would be necessary to have a Special Council meeting to get it done. The Solicitor stated that there would be a meeting after the current meeting, and the Mayor verified it could be accomplished then.

Porter introduced an ordinance establishing a Capital Projects Fund to be known as “Chillicothe Road Culverts” and declaring an emergency.


Porter introduced an ordinance approving the grant agreement between the Ohio Public Works Commission and the Village of South Russell for the Chillicothe Rd. Culvert Replacement Project, authorizing the Mayor to execute the grant agreement and declaring an emergency.

Galicki introduced an ordinance establishing a special fund to be known as One Ohio and declaring an emergency.

ADJOURNMENT: Being that there was no further business before Council, at 8:16 a.m. Cavanagh made a motion to adjourn, seconded by Porter. **Voice vote – ayes, all. Motion carried.**



William G. Koons, Mayor



Danielle Romanowski, Fiscal Officer

Prepared by Leslie Galicki