

**RECORD OF PROCEEDINGS
REGULAR COUNCIL MEETING
MONDAY, OCTOBER 27, 2025 – 7:00 P.M.
MAYOR WILLIAM G. KOONS PRESIDING**

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

MEMBERS ABSENT: Bell

OFFICIALS PRESENT: Fiscal Officer Romanowski, Police Chief Rizzo, Solicitor Matheney

VISITORS: Sarah Kaseler, Alderwood Dr.; Ally Dean, Bell Rd.; Muffi Sherwin, Holly Ln.

The Mayor called the Regular Council meeting to order and led the Pledge of Allegiance. The Fiscal Officer read the roll. Bell was absent. **Porter made a motion to approve the minutes of the October 13, 2025, Regular Council meeting, seconded by Canton. Voice vote – ayes, all. Motion carried. Porter made a motion to approve the minutes of the October 20, 2025, Special Council meeting, seconded by Cavanagh. Voice vote – ayes, all. Motion carried.**

VISITORS: Muffi Sherwin addressed the building of a bocce court in the South Russell Village Park. The Village is one of the only towns that does not have bocce courts. There are a lot of people who play at the courts in Bentleyville, Chagrin Falls, and Newbury and it is a great way to bring family and community together. The Village invested a lot of money in the park restroom, pavilion, crosswalk, and playground, and she is proposing something that adults and families can do in the park. It is a tiny bit of money, especially if the Service Department can help install it. It would have a wood frame and gravel. She could get people to donate the equipment and to build the score board and was asking the Village to provide funds to create the court. Although she had not met with the Street Commissioner, permission was obtained from the Western Reserve Land Conservancy (WRLC) to put the bocce court in the mowed area of the park. It would not interfere with the swales and drainage. Canton verified the number of area bocce teams and commented that the Village could be included with the league if it had the courts. Sherwin described how the current league operates. She had not had the opportunity to circulate a petition of interest for the bocce court, but everyone to whom she spoke was interested. Canton asked about storage of the equipment, and Sherwin, Ally Dean, and Sarah Kaseler described locking chests that are used in other communities.

Cavanagh verified that the group needed to discuss placement with the Street Commissioner, and Berger suggested that the matter be handled by the Properties and Parks Committees. The Parks Committee is aware of the request, but they have not discussed it yet. They were waiting to see if the group would come to any of the meetings. The Parks Committee would be responsible for making a recommendation to Council. Berger would notify the group of the next Parks Committee meeting. Porter suggested they provide a sketch and include the location. Sherwin said she had provided paperwork with this information but would bring it to the Parks Committee as well. Dean stated that the Parks Committee was already given dimensions of the court and an estimated location. The Mayor told the group to put up four stakes and caution tape where they want the court so the committee could see the proposed location.

Cavanagh asked how many people are on one team, and one of the visitors replied that it varies a lot with a minimum of two and typically four. Sherwin emphasized the value to the community rather than value to the league. Porter asked if reservations would be needed, and the group agreed that it would be up to the Village to monitor it and potentially collect rental fees similar to the pavilion. Galicki suggested including pictures/examples of the storage chest and score board to show the Parks Committee.

The Mayor asked why equipment would be provided since it is not in other sports such as baseball. Sherwin clarified that some people have their own sets. Sherwin explained that if there were people whose kids were playing on the playground, they would have the option to play bocce ball if the equipment was already there. The Mayor also addressed not installing anything that would disturb the view of the residents across from the park, and Sherwin advised that it would not be as hideous a view as the restrooms are to her neighborhood. It will be inconspicuous. The Mayor suggested the group include the locations of the Chagrin and Bentleyville courts in their presentation. He asked what the noise level would be, and Sherwin said less than the playground. The Mayor asked about alcohol consumption, and Sherwin acknowledged the Village's rule of no alcohol permitted in the park.

The Mayor discussed donations and said that Chagrin Falls paid \$13,000 to install its bocce court. He asked the group if they expected that any sugar daddies would be providing donations. Dean said they were looking for park funds to pay for it since it was a small amount of around \$10,000. The Mayor asked about maintenance, and the group explained that at the beginning of the season, a bunch of teams get together to fix up the courts, put down new gravel, etc. and the maintenance is relatively low.

The Mayor voiced concern about potential conflicts between people reserving the pavilion and people using the bocce court. Sherwin and the group did not think it would be an issue and wanted the court to be close enough to feel a part of the pavilion, but with enough distance to be separate. Location was further discussed. The Mayor said he would have the Street Commissioner contact the group to walk with them through the proposed location. The Street Commissioner is aware of their request and has his own ideas as well. This would occur before Thanksgiving, according to the Mayor, and he suggested they return to Council in December or January.

MAYOR'S REPORT: The Mayor addressed the need to increase the Building Inspector's budget. He added that all the boards are booming. He also discussed the Veterans' Breakfast at 9:00 a.m. on Monday, November 10th at the Sleepy Rooster. The guest speakers will be the women who run the Geauga Veterans' Food Pantry. The Mayor distributed a proposal for expenditures for the America's 250th celebration in the amount of \$8,400 that he and Cavanagh developed. Lastly, the Mayor said that Sugar Bush Homeowners' Association (HOA) will be attending the next meeting to talk about their silt pond.

FISCAL OFFICER: The Fiscal Officer explained that the Inspection Solutions contract is limited to \$48,250, and current charges are almost at that amount. A motion would be required to increase this. She also advised that last week, she had training for UAN, her new finance software. The transition involves a lot of work, but ultimately it will be a good thing. The Mayor asked what could be done to make life better for her for the next two months since the Fiscal Officer also has the budget coming up. She responded that the budget process is already in progress, and she is waiting on a lot of information from many people which is delaying the process. It would be helpful if she were provided with more definitive information instead of having to find out during Council meetings of items possibly being

added. She hoped to have a draft to Council within the next week of what the budget might look like. The Fiscal Officer was uncertain as to whether another Budget Work Session would be needed given all the additions that continued to be thrown into the mix without the benefit of definitive answers. The Fire and Ambulance contract had been determined so she had that information, but amendments will have to be made in January to the revenues in relation to that. With the Service Department, there were a lot of capital projects identified for purchase, but ambiguity about costs.

FINANCE COMMITTEE: Canton stated that the next Finance Committee meeting will be held on November 21st at 3:15 p.m. He reported that checks had been signed and crosschecked for the month of October. The Treasury Investment Board (TIB) met on October 21st with Meeder Investments. Canton also reported on projected upcoming estimated expenses for 2025 and 2026 which include the salt structure, \$800,000; 2025 Road Program, \$402,000; 2026 Bell Road east paving, \$650,000; 2026 bike walking trails, \$275,000; Hemlock Culvert, \$74,000; Hazelwood culvert, \$400,000; large equipment purchases, \$375,000; and Service Department garage doors, \$67,500.

Canton said that Meeder gives the TIB the status of how the Village investments are doing, and they introduced a potential new product. The Fiscal Officer explained that Meeder Investments attends the TIB meeting twice a year and looks at the Village's cash balances. The Fiscal Officer provides a list of large upcoming expenses, and then they discuss the potential to invest longer term for better interest rates. However, currently, there are big projects requiring the cash, so it cannot be invested five years out. It is necessary to develop a five-year plan so that the Village will know how to invest the money. For now, the decision is to keep the investment short-term until the projects are done, and the five-year plan is in place. Meeder also presented a new program with a sweep account and the TIB and Finance Committee need to review the information to decide if the Village wants to make this change. The fees paid to Meeder would be a little less for this. Berger explained sweep accounts and further explained that interest rates are projected to decrease in 2026, potentially to below 3% on short-term products. He concluded that anything the Village can do to increase the time the money spends in an interest-bearing account should be the goal. The Fiscal Officer added that with a five-year plan, it is possible to invest money needed for projects planned for the future. Currently, most of the money is kept short-term, which is typically at a lower interest rate.

SOLICITOR: The Solicitor had nothing to report.

STREET COMMITTEE: Cavanagh stated that the committee met last month and the minutes were submitted.

Cavanagh made a motion to approve allowing the Chagrin Falls Schools to purchase salt from the Village, seconded by Galicki. Voice vote – ayes, all. Motion carried.

Cavanagh heard from residents who would like to see more of a Christmas display this year, and she agreed. She will address this with the Street Commissioner because the display was a little weak last year. Galicki asked if this could be directed to the Properties Committee since it had already begun to discuss this matter with the Street Commissioner. Berger clarified that they asked for a plan and ideas from the Street Commissioner, and the committee provided him with direction in terms of a traditional presentation.

Cavanagh advised that the next meeting will be held November 13th at 9:00 a.m.

BUILDING COMMITTEE: Cavanagh reported that she and Porter spoke to the Building Inspector about his contract limit. She agreed that the boards had been busy and added that the Building Inspector will also be required to testify in an upcoming case with the police prosecutor. There was discussion about how much the contract amount needed to be increased with a \$2,000 monthly retainer and inspection charges. Porter suggested an additional \$3,000 per month. Cavanagh suggested it should not exceed \$9,000. **Cavanagh made a motion to allow up to \$9,000 extra dollars for the next three months for the Building Department, \$3,000 per month, seconded by Porter.** Berger asked if the revenue stream for the Building Department is up with regard to permits and fees charged. Although they do not pay for all of Inspection Solutions' costs, there should be a trend analysis comparing the cost of inspections with the revenue stream from the permits. Berger explained that his concern was that if Inspection Solutions was spending twice as much time on a particular project as before, the costs would be up but permitting fees would not mirror that. Porter said this would be added to the Building Committee agenda. **Voice vote – ayes, all. Motion carried.**

The Mayor offered that the Building Department Administrative Assistant can easily graph the year of income and the Building Inspector's income. Cavanagh recalled discussion about increasing some of the permit fees. Porter suggested that the Building Department Administrative Assistant should add the trends to the monthly department report like the Fiscal Officer's report. Berger suggested reaching out to other communities to compare permit fees. Cavanagh said this was done. Porter said he would put this on the agenda as well.

Cavanagh advised that the next meeting will be on November 13th at 8:00 a.m.

Berger asked if the committee had an update from the Building Department on the new software program. Cavanagh stated that they were much happier since they got a different teacher to go over iWorQ with them and it is all in the presentation. She reiterated that the Building Department Administrative Assistant was much happier.

POLICE CHIEF: The Chief advised that the Turkey Trot Committee had not yet approached him to ask permission to use the Village for a Turkey Trot. The Mayor said he would make a call.

Canton reported increased motor bicycle traffic in his neighborhood. Berger added that there were E bikes and dirt bikes. The Chief said E bikes are legal, but dirt bikes are not.

SAFETY COMMITTEE: Galicki reported that interviews were conducted for a potential full-time candidate and one internal promotion with the Police Department on October 16th. The schedule for the next meeting is to be determined. The Chief added that the candidates will potentially be addressed at the November 10th Council meeting.

HR COMMITTEE: Berger reported that the committee will be meeting on November 18th at 7:30 a.m.

PROPERTIES COMMITTEE: Berger advised that the committee met on October 23rd, and the minutes are forthcoming. The next meeting will be on November 20, 2025, at 9:00 a.m.

PARKS COMMITTEE: Berger had no report.

PUBLIC UTILITIES COMMITTEE: Porter stated that the Public Utilities Committee (PUC) met and the minutes were distributed. Matters discussed included the pond monitoring license agreements for Sugar Bush and Paw Paw Lake, which were submitted by the Solicitor. Porter stated that the

committee recommends forwarding them to the HOAs for consideration and possible signing. It is a year-to-year agreement with a termination date and clause. The Service Department would do pond monitoring for Sugar Bush and Paw Paw Lake HOAs for the silt ponds and regular ponds/lake. At the PUC meeting, representatives of both communities indicated that they would agree to this. Kyle Canter, Sugar Bush HOA President, and Joe Pianneck, Paw Paw Lake board member, thought it would be favorably considered. Porter asked the Fiscal Officer to submit the agreements to the HOAs. Once they get back to the Village, Council can consider whether or not the Mayor should be authorized to sign them. **Porter made a motion that the Village provide the license agreements drafted by the Solicitor for the purposes of pond monitoring to the HOA boards of Paw Paw Lake and Sugar Bush respectively, seconded by Canton.** Cavanagh asked if she was allowed to vote, and the Solicitor questioned whether Cavanagh was a board member of the HOA. Cavanagh said not now. The Solicitor opined that it was not a direct conflict because every resident would probably benefit. She thought Cavanagh could vote. The Solicitor noted that Sugar Bush HOA was not the only party to the license agreement because the silt pond hits every resident on the western side of Sugar Bush Lane. There are numerous individual residents involved. She assumed that the HOA would disburse it to the other homeowners. Porter concurred. Additionally, she asked if the HOA was active. Porter checked the Secretary of State website a week ago and they were not. Canter told Porter that they are in the process of doing that. Porter added that the Mayor would not be signing anything until they are an active legal entity recognized by the Secretary of State for the State of Ohio. This is why he was suggesting the Village send them the license agreement to get their response. The Mayor thought this was a good idea. The Solicitor also clarified that Sugar Bush has both a silt pond and lake and could not recall if the license agreement addressed both. Similarly, with Paw Paw Lake, she thought it was just the lower portion and not the actual lake. The whole parcel is 49 acres, and the Village had proposed splitting it off to do the bottom portion. She needed to go back and look at the license agreements to make sure they included the silt ponds and lakes. Porter said it should include the silt ponds, pond, and lake, and amended the motion to include **“the Solicitor’s revisions as necessary of the licensing agreements.”** **Voice vote – ayes, Berger, Canton, Cavanagh, and Porter. Nay – Galicki.** The Mayor clarified that the motion was simply to present the agreements to the HOAs and questioned whether the motion was even necessary. The Solicitor stated there should be Council’s approval on the agreement. Porter offered that the approval is to send the agreements to the two HOAs for their review. At the next PUC meeting, he envisioned that representatives from both HOAs would attend to let the committee know what more needed to be added or subtracted.

Porter addressed the Sugar Bush dredging contract. The Street Commissioner verified that the quote for \$33,950 from January is still good from CMG. Sugar Bush will attend the November 10th Council meeting. Timing of the work will be established before this meeting. The Solicitor asked if anything other than a quote had been received from the contractor, and Porter reiterated that the Village has the quote. He supposed a formal agreement between the Village and the contractor would be in order. The Solicitor concurred, adding that it should contain terms, conditions, etc. Porter continued that once Sugar Bush HOA is officially recognized by the Secretary of State, a letter of agreement can be sent stating that they will reimburse the Village for 20% of the cost of the \$33,950 by a certain date. The Solicitor thought the contractor would have a standard agreement, and suggested contacting CMG for it. She would then review it.

Porter addressed the matter of the Nextera Energy agreement regarding the Village’s streetlights. The Village was informed of the expiring agreement, and Porter shared that he thought their rates were still

competitive. PUC would be inclined to recommend that the Village renew its agreement with Nextera Energy for the purposes of street light electricity for 2026. He thought it was a one-year agreement. The Mayor asked if Porter had discussed the matter with the Street Commissioner, and Porter said no, but the agreement ends December 4, 2025. The Fiscal Officer clarified it is a three-year contract. Porter suggested making a motion to take care of this. The Fiscal Officer explained that it is a three-year contract, which the Village has not received. She further explained that Porter had indicated the matter of obtaining the new agreement should be referred to the Street Commissioner. Porter asked if the Village had the old agreement, and the Fiscal Officer said it would have been done by legislation, adding she was unsure whether the new agreement would have changes. The Mayor suggested holding off until November 10th. **Porter made a motion that pending receipt of a contract acceptable to the Solicitor by Nextera Energy that the Mayor be authorized to enter into a three-year agreement with Nextera Energy for the purposes of electricity provision to the streetlights currently served in the Village, seconded by Canton. Voice vote – ayes, all. Motion carried.**

Porter made a motion to acknowledge the intra-corporate transition of assets from Windstream Kinetic (and other wholly owned affiliates of Uniti Group, Inc.) to Kinetic ABS OH LLC and to authorize the mayor to execute the acknowledgement form on behalf of the Village, seconded by Canton. Porter explained that essentially this is a corporate transfer of assets from one entity to another with no change in services. The Solicitor clarified that it is a corporate transition from the assets of the fiber and the copper that are installed for internet. A map of where everything was located was distributed to Council. It serves to ensure the Village is aware of the corporate transition and that it may be Kinetic requesting permits to work in the right of way instead of Windstream. **Voice vote – ayes, all. Motion carried.**

BILLS LIST: Canton made a motion to ratify the bills list of October 20, 2025, in the amount of \$59,793.76, seconded by Porter. Roll call – ayes, Berger, Canton, Cavanagh, and Porter. Galicki recused himself because his daughter is a part-time employee of Chagrin Valley Fire Department and he has been informed that he cannot approve the periodic billing for the previously approved contract. Motion carried.

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

Berger read the attached comments into the record.

ADJOURNMENT: Being that there was no further business before Council Porter made a motion to adjourn at 8:21 p.m., seconded by Canton. Voice vote – ayes, all. Motion carried.



William G. Koons, Mayor



Danielle Romanowski, Fiscal Officer

Prepared by Leslie Galicki

Attachment (1)

We had a situation in our community that culminated in the discussions on 13 October 2025 Council Meeting and that I believe requires our attention. At the end of the comments on the Chagrin Valley Fire Department contract, The Mayor thanked the audience for not being disagreeable. I cannot agree with some people's interpretation of these events. They may have enjoyed the way in which council was set upon during the meeting, but it did not further the good order of this body and its function to better the lives of our residents. Rather, the Mayor's comments only serve to encourage the angry voices of the few that shout the loudest in hopes that such behavior will sway council to their view whether valid or not. Rationalizing these events in any other terms must command further inquiry of this body. From the comments made to me during this time, and since, I fear that actions in social media and other conversations prior to the 13 October 2025 meeting may have served to suppress the voices of opposing viewpoints to stand and have their voices heard for fear of retribution. If that be the case, then we have failed the democratic process we claim to hold dear.

I also want to particularly address the social media rants made prior to, and during the meeting, as well as after. These rants have been labeled disgusting, abusive, and unconscionable by both members of council and the community. One purported to be authoritative voice based upon prior experience with an adjoining Village council and included declarations questioning the authorship of the posts involved and whether, council members, were hiding behind someone else's social media accounts. Most of these rants sought neither constructive dialogue nor provided an informed viewpoint.

Let me be clear, as elective officials, we are compelled to endure a higher level of vitriol and abuse from the public. It is not pleasant, but it goes with the job. But residents of our Village posting factual information in an attempt to help other residents understand the issues should not have to endure the bullying that was, and continues to be heaped upon them.

If the vitriol scared someone with an opposing viewpoint away from speaking at the 13 October meeting, such bullying is contemptible. Online bullies should know that this matter, and other posts, have been referred to law enforcement and that should cybercrime charges be warranted, they will be forthcoming.

We, as the elected officials of South Russell, should be compelled by reason and good judgment not to fan the flames of discord within our community by offering safe conduct to those who would offer patent lies as alternative facts. Every resident of South Russell and their opposing opinions should be represented and heard by Council.

More fully, I want to take this opportunity to address my comments of 23 October 2025. I do so in the hope that my thoughts tonight will settle the matter and that Council can find a way forward.

There is a fundamental problem now before Council. We have repeatedly seen over past years the mayor's refusal to comply with Council instructions – to the point of ignoring our rules, our motions, our ordinances, and the Ohio Revised Code. The mayor has been talked to, privately and in Council, by members of the Council and the Solicitor on multiple occasions with no discernable change in attitude.

The situation with the Chagrin Valley Fire Department contract is just the latest in the lengthy line of transgressions. I want to now explain my understanding of the timeline of this situation and the ramifications of the mayor's actions in this matter. In this

discussion, I am not concerned with the actions of CVFD and their staff. My focus is on the mayor.

And let me be clear. My intention, from the beginning in July 2025, was to investigate alternatives to CVFD from a standpoint of expense. This contract represents, currently, approximately 10% of the Village annual budget and, as adopted, will increase that to a minimum of 20% over the next three-years. I did not know then, and I do not know now, whether alternatives such as Bainbridge or Russell Township were interested or viable in making a proposal for providing services to the Village. Should they have made a proposal, Council could have evaluated the proposed services to be provided, the quality of those services, and the costs in a comparative process – just as the Village does with virtually every other third-party contract we sign – provide the residents with ALL the facts and invite their input before making an informed, sound decision. In no way was I suggesting that the Village move from CVFD. Frankly, as we stand today, I have no idea if the Village is getting a good deal, a bad deal, or a competitive deal with CVFD. I don't have the necessary information to make an informed decision. The mayor saw to it that we never reached a comparative process.

I want to address the comments of Mr. Flaiz from the 13 October 2025 Council Meeting. Mr. Flaiz accused the Mayor and Council of “dereliction of duty” in bringing the opportunity to explore service alternatives to CVFD at this late date. If Mr. Flaiz is listening, I invite your close attention as I am about to say something I have rarely ever said. Mr. Flaiz was correct. I fully admit my failure to recognize the depth of the mayor's actions until his aborted visit to Russell Township's Trustee Meeting on 18 September 2025. Until that point, the mayor had, repeatedly, reassured me that a negotiated settlement at less than the proposal from CVFD would be achieved. I did not know then that the mayor had represented the Village at a 25 June 2026 meeting with CVFD to create the proposal. It is possible that there were discussions prior to 25

June between the Mayor and CVFD but the record so far on this point is unclear. Chief Zupan of Chagrin Valley Fire Department sent an email to Mayor Koons on 4 September in which he said, “thank you for participating in the early discussions regarding our proposed fire and EMS contract.” What early meetings he is referring to is unknown and whether they occurred prior to 25 June 2025 is also unknown. What is clear is that there was more than one meeting and these were “early discussions.” It would be instructive to know the timing and substance of these discussions. Regardless, they were not authorized discussions by South Russell Council and again the mayor’s participation in them exceeded the mayor’s authority.

When I first saw the contract in July, I met with the mayor (my calendar says July 16th, but that date may be in error). He assured me the numbers were no more than a negotiating tactic and that the contract would be signed at no more than a 6% annual increase with no EMT claw back. He just needed time to make that happen. I trusted the mayor. My error. On the morning of 13 August 2025, the mayor sent an email to Chief Zupan stating “FYI only. John Finley and I met, and he will be bringing a proposal for 9% but act surprised!” John Finley is the Chagrin Falls Township Trustee rep to the Advisory Board. Again, why would the mayor send such an email? I admit, I would not be a fan of 9% with no EMS claw back but it is better for our residents than 12%. Why was the mayor saying, “act surprised!”? I will leave that to your considered judgment. At the August 13th meeting at CVFD, when the entreaties of John Finley for a 9% increase went unheard by CVFD, the Mayor, representing the Village to the Advisory Board, not only voted for the contract but called the question and then polled the representatives of the other municipalities to encourage their consent. While I attended this meeting, I was compelled to leave early for a prior commitment. Councilmen Bell, Canton, and Galicki were in attendance during the meeting, and it is from their eyewitness accounts that we know exactly what happened. I am confident

the mayor's actions were unauthorized. Why do I know this? I know because on 13 June 2022 – three-years prior to this meeting - the South Russell Council approved a motion appointing the Chair of its Safety Committee as the designated representative to the CVFD Advisory Board. The Fiscal Officer can confirm the accuracy of this statement. The transcribed minutes of this meeting state that the mayor even “said he would like to appoint the head of the Safety Committee to serve as the representative to the CVFD Advisory Committee.” At the time, Councilman Canton served as chair and now, Councilman Bell is the chair. Therefore, under the motion as passed, the mayor had no authority to represent the Village to CVFD after 13 June 2022 and any communication between the Mayor and CVFD should have been referred to Councilman Canton and then Bell for their action and report to the Safety Committee and then to Council, if necessary, and the mayor should have duly informed CVFD and then recused himself from any further contact. The mayor, in his own words, knew that he did not have the authority or even, the responsibility to do what he did and yet – as we plainly see, he did it.

Further, any contract with South Russell having terms and conditions binding the Village requires Council approval under Ohio Revised Code. Any SRV representative to the Advisory Board of CVFD would not and did not have authority to bind Council as the contract has such terms and conditions. Either way, the mayor's actions from 13 June 2022 until this very moment in any way transacting business with CVFD were and are unauthorized and exceed his authority. In a subsequent meeting with the mayor on 25 August 2025, I challenged the mayor on this point. He told me it didn't matter. The contract was a “done deal.” I pushed back telling the mayor that Council had not yet voted on the proposal. He told me it would pass Council. Council didn't have any choice. I asked the mayor to reconsider and whether an offer to CVFD for a one-year deal at 8% with no claw back provision would interest them? This one-year would give

the Village time to consider other options. Options which the mayor clearly had no interest in. Despite The Mayor's objections, he told me he would forward that proposal to CVFD for discussion. I never heard any response to it.

Further, The Village Fiscal Officer will attest that a draft of the Village newsletter for Fall 2025 noted that the contract proposal for CVFD was for a 12-18% annual increase. The mayor refused to allow the newsletter to be distributed until the copy was changed to say 12% - a statement he knew to be false and which the Fiscal Officer told him was incorrect. The mayor insisted. The newsletter went to the residents stating, "each community will see a 12% increase of contract cost each year for the next three years." This statement ignores both the compounding of annual increases as well as the claw back of EMT payments. Ignoring the additional costs of Chagrin Valley Dispatch, the cumulative increase over the next three years is 85%. I believe this demonstrates that the mayor had no interest in providing ALL the facts to the public as in his mind, this deal was already done.

At the 8 September Council meeting, Council instructed the mayor to attend the next Russell Township Trustees Meeting (September 18th) and ask for three things:

- a. A list of firefighting and ambulance equipment
- b. An estimate of response times to the two furthest points in South Russell – Champion Lane and Daisy Lane.
- c. A proposal to provide fire and EMS services to the Village for the next three years.

The mayor attended the 18 September 2025 Russell Township Trustees meeting. He did not ask for answers to any of Council's questions. When asked by the Russell Trustees why he was there, the mayor replied that he really didn't know. The next

morning, September 19th, the Mayor emailed CVFD Chief Zupan and informed him that Russell “will not be bidding on fire and EMS.” The mayor went on to say that “I will bring my Council the CVFD contract on Monday. I will ask for a vote on October 13.” The mayor went on to thank the Chief for his patience. When the results of the Russell Trustee meeting were reported at the 22 September South Russell Council meeting, Councilmen Porter, Canton, and myself, agreed to attend the next Russell Township meeting and ask for a proposal. On 24 September 2025, the mayor texted Chief Zupan advising that “three of my council members are going to Russell on October 2 to ask for a bid from Russell for fire and EMS. The next SRV council meeting is October 13, 7pm.” Chief Zupan replied the next morning, “since you suggested this a while back it doesn’t surprise me that they want a price. . . especially since our proposal have been given to Russell. Makes it pretty easy for them to come up with a proposal.” Some might ask how Russell came into possession of CVFD’s proposal? Further, how did Chief Zupan know on 25 September that Russell had the CVFD proposal when South Russell Council did not learn of it until the 13 October 2025 Council meeting? We now know, because the mayor told us at the 13 October 2025 Council meeting that he had left it with Russell during his aborted discussion with the Russell Trustees on 18 September 2025. Again, I ask, why would the mayor not ask for a proposal from Russell and then leave a copy of the CVFD Agreement for their perusal? And why would Chief Zupan know the mayor had left it with Russell two weeks before everyone else? It is bad judgment on behalf of the mayor at the least and an unauthorized act somewhat more. Council did not authorize the mayor to share the CVFD proposal with Russell. Why would he? Someone smarter than me has to explain these actions. I can’t answer the question.

Onward. At the Russell Township meeting on 2 October 2025, the Russell Trustees expressed interest in submitting a proposal. Councilmen Porter, Canton, and I, as well

as the Fiscal Officer of South Russell, all felt that a proposal from Russell would be forthcoming. That is, until the results of our conversation with Russell became public and prompted the scene orchestrated at the Monday night Council Meeting, a fortnight ago. Afterwards, Russell's family friendly response to the three council members was "go jump." Who could blame them for their frustration? South Russell was left with no choices and the approval of the CVFD contract is the result. I believe it instructive that more than one resident stood on 13 October and told this Council that "we had made a commitment and that we needed to honor it." The commitment to CVFD that the residents referred to is the commitment the mayor made to CVFD without authority to do so. How did the residents know of this commitment? The answer is not a particularly sophisticated exercise in connecting the dots.

It is clear to me that the mayor has engaged in a process to delay, obfuscate, and deceive ALL of us until such time as he could marshal his forces and compel Council's acceptance of the CVFD Agreement. I wish I could offer everyone a greater insight into the communications behind the scenes of this drama, but I only received the mayor's response to a public records request for emails and documents concerning this issue this afternoon. I cannot verify that I have all the documents at this time. I have discussed this issue with the Solicitor. The Village will be moving to secure all emails on this issue from ADP – the county's cyber security force – and data storage facility. When I know more, I promise to share.

So, yes Mr. Flaiz - I screwed up. I admit my failure to South Russell Village and will accept any punitive process the voters feel is justified. I breached the public trust by trusting the mayor to be an honest broker working on behalf of our Village.

I believe the record consistently shows in this case that the mayor has, on multiple occasions, exceeded his authority. I would note this is not the first time such

complaints have been made by both former and current Council Members. These individuals can and should add their attestations to the record and present their facts to Council in an ongoing investigational process.

The mayor's actions demand council's serious examination. Now, I don't know if his actions rise to the level of malfeasance or misfeasance. I don't know what parts, if not all, of the oath the mayor took upon his office have been violated. I don't know if the mayor's actions rise to the level of fraud. I don't know what, if any, level of illegality his actions rise to. I have raised the issue and presented the facts as I have found them. I do know that this Village Council must judge the material presented and initiate such punitive process as they deem appropriate, if any. I know Council's options are limited but they should take all steps within their power to address the mayor's actions and find a way forward out of this abyss. But the gravity of this situation is well founded and demands Council's response.

What I do know is that, in no uncertain terms, for me, I cannot trust the mayor to act with the best interests of the Village on any issues with any outside party. It's just that simple. With that understanding, I will work with Council to effect legislation preventing the mayor from participating in the negotiation of ANY contracts, regardless of value, with any third party. I will work with Council to inform all organizations that the Village does contract with - that the mayor has NO authority to contract on behalf of the Village WITHOUT the consent of Council. PERIOD. I will work with Council to compel the mayor to resign from membership and board positions of all organizations that represent potential conflicts of interest with the Village interests. If necessary, I will work with Council to appoint Council members chairing various committees to liaise with these organizations to advance Village interests. And I will work with Council in any other way to repair the damage done to our community and regain the respect and confidence of our residents which this institution should

rightfully expect and which I believe, the responsibility for the loss of, falls solely upon the Mayor.

On a personal note, I have said many times that I have known the mayor longer than anyone here. I was a student of the mayor in the 8th grade at Brady Middle School. The mayor was my football position coach in the 8th grade. I have long respected and admired a life lived with all appearances of integrity and dedication to the community at large. It is the most distasteful service I have ever done - to bring light upon the misdeeds of a good man no matter how honorable he, and we, might have hoped his intentions to have been. He, and his family, may have wished for better. I know I did.

In answer to the mayor's demand of 23 October 2025, I have presented tonight one case of multiple unauthorized actions undertaken by the mayor. I believe the case well proved and that no apology for my remarks is warranted, then or now. I have been ably assisted by citizens, past and present elected officials, and village employees in compiling a lengthy list of additional transgressions which are currently being evaluated. Some may only be the result of the mayor's poor judgment. Some might be something more. Should we want to have that discussion at some future date, I will make myself available to expound upon them. Until then, I will hold those comments in abeyance.

This concludes my remarks.