

**VILLAGE OF SOUTH LEBANON
REGULAR MEETING MINUTES**

March 19, 2015

6:30 P.M.

1. Vice Mayor Riley opened the meeting at 6:30 p.m. with the Pledge.
2. Linda Allen - Present Sue Johnson - Present
Randall Atkins – Present Steve Riley – Present
Jim Boerio – Present James Smith – Present (arrived late)
3. Vice Mayor Riley opened the floor to the public:

Tom Brown – 5158 Homestead- Representing the HOA of Homestead Development. He would like to address the completion of Homestead Development in accordance with the recorded plat. Wanted to first thank council for securing the funding to complete the major portion of the public streets and helping them get funding for the private streets. Today he would like to address completing Homestead just as it was approved by the Village several years ago. The particular issue is the temporary construction gate that the Village allowed to be constructed on Buena Vista Drive. The gate is located on public right of way (drawing was handed around to council) approximately between the Homestead development and the Vista Pointe development. This temporary gate was allowed to be constructed in order for the Village to be able to control traffic on this public dedicated street during the Homestead build out. Mr. Brown states that the gate was never intended to be part of the permanent Homestead Public infrastructure; it was not included on the recorded plat for Homestead. Tonight he would like to address getting the gate removed in order to complete the public infrastructure in accordance with the plan that was approved by the Village. Going back in history, according to agreements that were reached during the Homestead planning, review and approval process; the original developer, Oak Leaf Homes, had the responsibility to remove this gate after the build out of Homestead. Mr. Brown stated that these agreements are well documented in the affidavit of facts related to title recorded in Warren County Book 4686 Page 880-908. Reading from the minutes of the Village Council Meeting of October 21; “Solicitor Nixon said he met with First Financial, Ryan Home’s, Bill Duning who represented Ed Rogerson, and Laura Hinegartner representing Rivers Bend. He stated that First Financial and Ryan Homes have committed to repair and to the removal of construction gate. He said they have read the documents and do realize they are responsible.” Council has been informed that First Financial and Ryan acknowledge they have the obligation to remove the construction and repair the area per these earlier agreements. Per the terms of the 2013 Funding and Release Agreement, between the Village and First Financial Collateral and their collective parties; First Financial provided the Village with the funds. Mr. Brown quoted from the agreement, “To fully satisfy all its obligations for funding the completion of the public streets and apertures in Homestead.” Mr. Brown stated that in part of the negotiations leading up

to this agreement First Financial asked the Village to use these funds to manage the completion work, because they are really not the development business, they are basically a bank. He continues that they had some conversations with Loveland Excavating but they ended up coming back to the Village to ask to have that work managed. The funding was going to be or has been provided by the First Financial group. The HOA approached Eads Fence Company back in 2013, inquiring how much it would cost to remove the construction gate, this is dated June 6, 2013, and approximate estimate of \$1,600.00 to take out the 2 post, remove the gates and wiring and pull the control panel. The fence company also suggested that it would take about an hour of an electrician's time to cap off the powered leads. Mr. Brown said that he is here today to ask that as tax paying residents of the Village, the Homestead residents would request the Village utilize the funds that they have already received from First Financial to remove the temporary construction gate, which the Village allowed to be constructed on Buena Vista Drive right of way. Should the Village not choose to use these funds they would still request that the Village remove the gate using Village funds to once again restore the Buena Vista right of way to what it was approved by the Village, as part of the development. Mr. Brown said he has some more details about the construction gate, there were some concerns on who owns the gate; they have talked to Eads and they said the gate itself, the frame is bent and is really of no value due to the cost to repair it. They are also now in the possession of the operator's which is an expansive component of the gate structure, this has been broken numerous times and been repaired. Currently they are broken and Eve's has them; they are willing to give them to whoever has an interest. The control panel may have some value in the opinion of Eads and they may be willing to use that to offset some of the cost.

Riley asks the Village Administrator, who says he would like to defer to the Solicitor on whether or not we are permitted to use the funds that the bank gave us to complete the public improvements. The Solicitor states in response to that #1- he has not done research on this temporary gate that is an issue tonight. The research he has done was on the gate exiting onto Zoar Road, which he issued an opinion to Council on that. Council did waive the attorney client privilege on that, that was provided to the HOA and anyone else that wanted it. McGary continues that the answer to the question as to whether or not the funds can be used that the Village got from First Financial that would be based on the agreement and what the scope of that agreement was. If this temporary gate was not within the scope of that agreement, then those funds could not be used for that. Councilman Smith states that the gate could be on the city property and in the city right of way. Smith says there is a good possibility it is. McGary states that Mr. Brown says it is. Mr. Brown says the location of the post and gates with the actual alignment are within inches of the concrete curb on either side of the road. McGary says that there is a margin of error on the GIS map that Mr. Brown has presented. In answer to the 3rd question – If those funds are not to be used for that purpose, Mr. Brown is asking Council to consider using general revenue funds to do that; McGary states that is a Council decision and not something for him to comment on other than the point that we make sure it is in the right of way. Smith suggests that our workers go look at the gate and give us an estimate and if it is determined on the

right of way, see what it will cost. Mr. Brown states that the HOA would very much appreciate that, the gate has been problematic from the very beginning, busted many times and a sour note in many people's mind. Councilman Atkins asked where the electric run from is, for the gate is. Mr. Brown replies that the HOA provides the electricity.

Councilman Smith apologizes for his late arrival due to flight delays.

4. Vice Mayor Riley presented Resolution 2015-03 for the third reading authorizing an agreement with Rozzi DBA Rozzi's Famous Fireworks for a Fireworks Display in the Village on July 4th, 2015. A motion to adopt Resolution 2015-03 was made by Smith, seconded by Atkins, all yeas.
5. Vice Mayor Riley presented Resolution 2015-04 for the third reading authorizing MOU with Certain Baseball Organizations for Use of the Village's Baseball Fields for Year 2015. A motion to adopt Resolution 2015-04 was made by Atkins, second by Allen, all yeas.

The administrator Vidmar stated that he would like to add one comment; he wanted to confirm that these groups have met again and reached an agreement internally among them, as to a schedule that they are all satisfied with. Vidmar addressed Ryan Carmack who represents TKO that he can concur that everyone is in agreement. He continues that there is one outstanding issue that he and Ryan have yet to take care of, which is the insurance and he assumes that they will get that certificate very shortly and that is TKO. Vidmar suggests that council does not permit them to use the fields until we have the insurance certificate in our hands. Mr. Carmack states that he has turned in a certificate and that Vidmar told him was incorrect. Vidmar replied that there was no agency or entity listed to cover the teams. He continues that he explained to him that their needs to be a corporate entity of record that is covered by the insurance and a name without a corporate entity doesn't, theirs does not provide coverage. Vidmar states that he needs to have Mr. Carmack's agent call him and he can connect the 2 agents to make sure the coverage that is necessary is provided. McGary states that this resolution can be contingent to them satisfying the insurance requirement and move forward. Atkins corrected the motion to adopt Resolution 2015-04 with the contingency that the insurance issue is satisfied.

6. Vice Mayor Riley presented Emergency Resolution 2015-05 authorizing renewal of Employee Health Insurance Plan. Motion to waive reading rules and declare an emergency by Allen, second by Atkins, all yeas. A motion to adopt Resolution 2015-05 was made by Atkins, second by Allen, all yeas.

The Administrator briefed Council on the memorandum he sent out regarding this. Stated that is the recommendation of the Personnel Committee to renew polices in every case – health, dental, vision and life.

7. Vice Mayor Riley presented Emergency Resolution 2015-10 Determining the Purpose and Necessity of the Little Miami River Water Main Project for Public Use and Authorizing the Mayor to Give Notice of Intent to Acquire, if Necessary. A motion to table the Resolution was made by Atkins, second by Allen, all yeas.

The administrator, Vidmar, stated that the purpose to present this Resolution by Emergency was to give the Village the ability to acquire the necessary right of way, both temporary and permanent, to install the water line across the Little Miami River. He continues that while looking into this matter some conversations were had with the Warren Country Water and Sewer Dept., Mr. Chris Brausch, to get a handle on what type of contracts existed if any, between Warren County and the Village, with respect to the current service that is provided to the Cedars; Warren County currently provides the water to the Cedars. Vidmar states that he was unable to find any records here at the Village, so he contacted Mr. Brausch, to see if they had any records; they were unable to find any signed and executed agreements. They were, Vidmar says, able to find a number of documents related to this particular matter going back to 2004 and 2005. Vidmar then says he would like to read from an email he received from Mr. Brausch - On May 27, 2004 the County issued a letter informing the Village that Warren County was not intending to provide water service to that development. On June 13, 2005, Henderson and Bodwell (design engineer) issued their report of findings indicating that the County had the ability to serve the development. On August 2, 2005 the Board discussed the issue with the Warren County Sanitary Engineer, and requested a meeting with the Village. On August 9, 2005, the Board met with Mayor Jim Smith at the time and agreed to serve the development based on the following conditions; First that permanent water service from the County, where the County sells bulk water to the Village at the same rate that the County charges all existing customers. Two the Village would provide sewer service to the townships Highland Park subdivision, that boarder's the Village, without the requirements for annexation, and at the same rate as the Village residents. Vidmar continues that there was a memorandum of understanding drafted to memorialize that commitment but that draft never went forward into a formal agreement nor was it signed. He says essentially what this states, as far as the County is concerned, in their minds is that the water that is currently provided to the Cedars by the County, is a permanent connection that is not to be removed.

Smith replies that, that is not the case. He states that the minutes of the County... Vidmar interrupts him and asked to finish. Vidmar then says their direction to us at this point is simply to have a meeting with the Commissioners, staff and Mayor of the Village and have this discussion to present our need for the waterline, our desire to have this waterline, and try to resolve the matter. Vidmar continues that the point he is making that we can't go forward with the Resolution tonight until we have that discussion.

Atkins suggests we table this. Smith states he was at the meeting with the County and they were adamant about not giving the Village water. He states it was clear

and the minutes of the County Commissioners will reflect that. Smith says that they put a system in place that they built, once the engineer gave the reports the 2 lines going into the system were choked down, we had 6 inch trunks that would look like the engineering specs would work with. He continues that once they pumped they found a 4in. line in between the 6in. line that was put in, in 1951. This would allow pressure but not volume. Smith states that the County did not want to give us any water period, at that time; we got them to agree to allow the Village to have water so we could have pressure. He continues that now since then we have changed those lines, those lines are now upgraded to 10in. mains going to the river, so now that issue has been resolved. Smith adds that he has a copy of the disk of the County Commissioners meeting and the intent of the County is crystal clear – temporary, fix the water system and get off of their system. The reason the county had changed the rules is because they had lost Sumitoma, which was a huge water customer and they are now looking for customers. He reiterates that the County was adamant about not giving us water.

Vidmar says that just so “I” understand, maybe so you understand what he is stating – Smith interjects he was there at the meeting and so were a lot of other individual there, he tells Vidmar to get the minutes of the County Commissioner Meeting. Vidmar replies that we have those minutes. Smith says the minutes should speak for themselves. Vidmar says he is speaking of the service to the Cedar’s not of the temporary service being provided to the Village during an interim period of time until Cincinnati Water Works connect to the Village. Vidmar states the service he is speaking about is the service that goes to Cedar’s apartments that serves only the apartment building; to him those are 2 separate systems. Smith would like to go back even farther than that South Lebanon made a commitment to inter-connect with Warren Country for emergency backup; a few administrators back did that and that was a very good thing because when we had a water break that system worked, we would simply turn the water on, it was flawless and most people didn’t realize that the water had a major break. Smith continues that the system was a complete system, complete, it wasn’t nothing that aftermath – we went to the County to tie into the existing line that we already had and we simply made valve manipulations. He goes on to say it was a very simple system you simply turned these valves off from the Village and turn the valves on to the Cedar’s apartment complex. Smith tells Vidmar that he needs to talk to the previous administrator who instituted this. Vidmar would like to read a statement right from the minutes, he says it states “Jim Smith, Mayor of South Lebanon, was present to discuss the Village’s request for the County to permanently provide water service to the Cedars of Riverbend Apartment Complex.” Smith says that is true, we asked for it permanent but they would not do it. McGary asks to interject a few things- the information obtained from the County was from the minutes of the meeting and the county also has an audio recording of the Commissioners meeting, which he has listened to it. The audio recording is pretty clear in that the Commissioners made a commitment originally to make temporary but the majority of the first part of the meeting, the entire commissioners meeting, which he has listened to it. The entire discussion was

about the County being the permanent water supply for the Cedar's apartments which seemed to be consistent with how the minutes are written; towards the end of the meeting, in McGary's view of listening to the audio, it shifted. He states it shifted to where Mike Kilburn indicated that what he understood that the Village was asking for, Don was there as well, was that the Village was asking that it be like wholesale type arrangement where water is being sold to the Village. McGary says that the way the minutes read, when he read the packet of information, he reads it to mean that it was a retail arrangement where Warren County was going to be providing the service and was going to be billing the customers, but that is not the case. The case is, says McGary, that they ended up selling bulk water, similar to what Cincinnati does for this community, in an amount that would be significant to provide the pressure and water to the Cedar's apartments. In his view point, McGary says, all there really is, is an agreement to sell bulk water from a wholesale perspective not a retail perspective; the County may agree there is an agreement for that. McGary feels that all Vidmar is really saying is that the Mayor needs to go over and meet with the Commissioners and say we can do our own thing now and we do not need that water from them anymore for that, we don't need to be buying water and that we have an adequate supply from Cincinnati and we want to terminate that buying of bulk water, that's all it really amounts to. McGary says he doesn't know what the Commissioners would do on that, and when the Mayor goes over he can report back. He continues that what is reflected in those minutes is simply what Gary is reading, making it sounds like it was a retail arrangement where Warren Country forever was going to be the provider in billing those folks, and that never happened, the Village bills the residents and it's just a bulk sell of water. McGary feels that needs to be terminated in order for the Village to do what it needs to do. Smith says that it came to be temporary because they did not want to provide us with any water at all, and it was pretty clear, you had Haddix that was there from the county as well as a number of individuals representing the Village. Smith continues that once everything was engineered and the pipes were undersized we had to do what was necessary to provide fire protection for that development and that is what was done. He states it was successful and now that we have the opportunity to bring it back in house we need to do that. He says the other thing about Highland Park it's a novation agreement that was taken care of that we were able to purchase enough sewer capacity, once the County went off they had capacity and once they went off and we purchased the agreement it put us in the position to triple our size so we can have enough sewer capacity to continue to grow. He says that the County held back 2,000 gallons of capacity for Highland Park. McGary adds, in listening to the audio that was kind of a quick prequel that the Commissioners wanted that but its contingent on should the residents of Highland Park ever get sewers and they don't have it so its never came to fruition . He feels it's not like the County could say well you've breached that part of the condition. Smith adds that they were worried that the situation that happened Hunter, so they reserved 50,000 gallons; Hunter had septic systems that contaminated everything and the County had to then take all the grants and use them to fund Hunter, they wanted South Lebanon's help just in case they faced that problem we would be the entity that

would help bail them out to fix it. Atkins stated we almost got that sewer in the late 1990's but there were several residents that refused to so we could not do it; the area was surveyed and 2 residents said no so we couldn't do it. McGary says that is a nonissue at this point, as far as what the memorandum of understanding is. Vidmar states, that to come full circle his point is that we need to table this resolution until we have these discussions with the County and we can hopefully come to a meeting of the minds and then this resolution will be brought back to Council; in the meantime the bids for this waterline are due next Tuesday which will give a better handle on the cost of that waterline. Vidmar adds that we will not delay the bid, but Council will need to act in a very quick fashion as far as passing this resolution and then passing a future resolution on the purchase, the actual agreement to purchase the easement once we have negotiations completed with both Warren County Commissioners and the private home owner who both own some of the land that is needed. Smith says the waterline will play another major role in that we will have the capabilities if anything ever happened across the river, once this trunk is in place, we would have the ability to push water over there and give them water in an emergency which we didn't have before; we would have the ability to interconnect if something happened to that system. McGary tells everyone that if anyone is interested he had the County convert the audio electronically and email to Vidmar who can email that on and you could hear the audio for yourself.

8. The administrator addressed memo 11 which addresses Boerio's question regarding development agreements and final development plans for Shepherd's Crossing and as they pertain to the Village ordinances with respect to zoning regulations. He continues that the long and short of it is with what he has found in the Village records, that it is impossible for him to determine whether in fact the subdivision regulations that are current, did exist prior to and at the time that Shepherd's Crossing was commenced. Smith questioned Vidmar, if he had ever reached out to our former administrator Bob Craig or have any discussion with our engineers whom were here before and are now gone, the planners are gone, everyone is now gone; Smith tells Vidmar that when you research something or anything that goes to the planning commission that has the authority for any kind of development in this community, Smith feels that it needs to be revisited and go back to Bob Craig. Vidmar says that normally Villages should have records of this stuff and that is where he first starts his research. Smith adds that it would be nice to go to the horse's mouth in this case and that Bob was a well recommended planner for the County. Vidmar says that if Council so desires he can do additional research. Boerio states to Smith that he does not understand why we would not have the development agreement. Smith says that is why we need to have the planner and the former administrator here to ask these questions. Boerio states that is why we need to have records to which Smith replies who is to say that they are not there, everyone that we had working no longer works for us. McGary suggests that wouldn't the answer be in the sub regs themselves; when those sub regs were adopted and went into effect; he asked Vidmar if they do not indicate that. Vidmar replies that they do not. McGary asked if there are records

that indicate when the final record plat for Shepherd's Crossing was approved. Vidmar replies that we have the documentation as to when the record plat was approved. Boerio asked if there are minutes to the planning commission. Vidmar says there are minutes that confirm a record plat but he found no minutes that approved the development agreement or that approved a development plat. Smith stressed that everything should go before a planning. McGary says that the question is, why they were not required to have a development agreement, which is required by the subdivision regulations. McGary said the only answer we don't have is when the sub regs got approved that required the development agreement. Smith says lets reach out to our planner at the time, Bob Craig. Vidmar replies that Bob Craig wasn't here at the time Shepherd's Crossing started it was probably Don Combs. Smith says reach out to both of them. McGary says we know when that was approved, but what we don't know, is when the sub regs were. Boerio asked if there are any other subdivisions that we don't have agreements on and if we can find out. Vidmar replies he doesn't have the answer to that and that he only has 1 week left and won't have time.

9. The administrator reviews memorandum 12, current Village Project List. Vidmar states this is simply a list that the mayor and he are using to track the projects that the Village is involved with at this point, as he winds down his activity and he fills in until a replacement is hired.
10. The administrator reviews memorandum 12, Pike Street Repaving Project. He states that as the punch list was completed for work that was already done they noticed that some of the curbs and existing sidewalks are damaged and deteriorated; he thinks it would be a good idea for Council to consider replacement of the damaged and deteriorated sidewalks and curbs as part of the Pike Street project. He continues that what he is presenting today is a recommendation for Council to consider, the first step would be for the village engineers to go out and include that in the design and put an estimate cost on what that replacement would be. He adds that it would be a cost entirely born by the Village because it would exceed the grant as being provided by Warren County, causing it to be entirely at the cost of the Village. Vidmar states that he still believes, as does the engineer, it is a wise decision to make; he is simply asking for Council's agreement to go ahead and proceed in way of a motion. Smith asks why would we, to replace a sidewalk and curb that are our staff does on a regular basis, why would we have an engineer on this particular case to look at replacing an existing curb and sidewalk. Vidmar states that's a choice you have as well. Smith then states that by the time we pay the engineer we would of probably paid for the repairs itself. Vidmar adds that the public workers are very busy doing a number of things and this a major project to dedicate them to replace the curbs and sidewalks. Atkins asks if it would be better to let the contractors do it as they are doing the project. Smith states that if we can save money, any time you pay you are going to pay the contractor, we pay our workers 40 hours, every week and feels it's better to utilize their skills and they are highly skilled individuals and experts in this. Atkins says he understands that. Smith says it comes to dollars and

cents and he feels it is cheaper if we do it in house. Atkins questions if they think we can get it coordinated that they can do that work while the street is being repaired. Smith says in his opinion yes. Allen says that it just states the curb and would like to know if we are adding the sidewalk to that, outside of the sidewalk project. Vidmar states the recommendation was to consider putting an estimate on the replacement of curbs and sidewalk that need replacing due to deterioration. Smith says why don't we have our staff make an estimate, they can tell you how much it is and how many yards and the amount of time, its pretty easy stuff. Smith adds that when you pay an engineer to do something that simple we are giving money away. Allen states they really do good work, she says some of the sidewalks aren't done throughout the Village because they do not have time. A motion to have the engineers complete an estimate for the repair and replacement of sidewalks and curbs by Atkins, second Allen, Allen – yea, Atkins – yea, Boerio – yea, Johnson – yea, Riley – yea, Smith – nay.

11. Vice Mayor Riley presents the first reading of the Resolution to Advertise for Bids to Sell the Community Center. Smith questions who made the decision that this property wasn't relevant. The administrator, Vidmar, states we had a decision a while ago. Smith asks who we is. Vidmar says Council had a decision in executive session a while back about entertaining bids to sell the Community Center, and that there is an organization that has interest in purchasing the building. Vidmar states that Council authorized him to get appraisals done which he did. Smith says he wants to make this crystal clear, that in the executive session, that decision that when someone approached buying this property from this Village, had a discussion about the sale of a property, you cannot make a decision in executive session to do anything like that; there was no discussion in there. Smith says that in fact his comments, were very clear that if any property has to be sold it has go before the general public, it has to be auctioned off to the highest bidder. Smith adds this is not an arm's length transaction, this really stinks. Smith says, a discussion, that no public body was brought into on selling a building, you are going to carve out a piece of the city property for the Community Center and sell it; does that parking lot go with it, what discussion have we had by using some crippled executive session to say that this is all done. Smith says you were all in there, in fact, the problem that you made Gary in there, was that we can get around the statute, which is very inappropriate in a meeting like that, so it's definitely not an arm's length transaction. Smith says the fact is, that he just cannot believe this, what are you going to do if someone bids on it that you don't like and if it's not the right bid you're not going to accept it, that is the way this is written. Smith asked about the parking lot, and how is this whole thing laid out, and who made the decision that we don't need it; was it even discussed with the general public. Smith then asks if any of you folks had a meeting on this. Smith directly ask Atkins, who says no. Atkins stats that his question is, that it says it is not needed for any municipal purpose, "I" have been saying for a long time we may need to move some of our offices over there. McGary states that he would like to clear this up a little, that is the purpose of this resolution, it is a first reading, you're going to have 3 readings, and it is the

Council's decision to determine whether or not it has any municipal purpose; in order to sell real estate that is owned by this Village, it is not as it has been, represented here, it is a 2 step process. McGary continues that the first step is the Council- and that is the purpose of the Resolution, has to determine that it is not needed for any public purpose, if Council takes a vote that it is needed for a municipal purpose then it can't be sold. McGary states the second part is that the law requires that it be done through an advertising process – the way this Resolution is written is that it would simply be advertised and it goes into detail about some of the things councilman Smith is raising and once all those bids are submitted then as the title read by Riley indicates, the Council still reserves the right to reject all those bids. McGary says the next step in the process is if the determination is made that it has no municipal purpose and if that determination is made to put it out for bid and if there is a bid that you are willing to accept- the next process is that the Council then has to vote on an ordinance. McGary says that the ordinance would be to enter into a contract with the highest bidder; that is an ordinance that is a legislative act and a legislative act is subject to the referendum of the people of this community, so it's a very lengthy process. He continues that all this resolution is proposing once that you get to the third reading, you will debate it and debate those issues and Council will make that decision. Smith states that the parliamentary procedures are clear; the fundamental part of this whole piece is that before you would sell a public property – does the gymnasium go with this. McGary says no it does not. Smith then asks how do the rest of us know anything about it, he has not seen anything from what has been carved out or anything. Smith questions why we wouldn't have an open discussion with this Council. Riley interjects, as Allen says Smith we all was in the meeting. Smith states that you had an executive session that precluded the general public. Riley states Smith you were there. Smith replies and I was opposed to it. Allen states Smith you was not, you can sit there and say all you want to say, but we talked about it and this is nothing but a reading. Smith says this is absolutely nonsense. Atkins says in that meeting there was supposed to be, if there was any more discussion, brought back to us; he did not expect this to be brought to us without any more discussion. Riley and Allen state this is the first reading. Smith asks why everything is being hidden from the general public. Allen says it's not hidden. Vidmar says its an open discussion. Smith states that it's after the fact. Allen states theirs not fact Smith. Smith says, after you asking to sell, you are carving out a piece of property right in the middle of the city. Riley tells Smith that is enough; Smith says he has the floor and whatever time he needs. Riley states it's the first reading. Smith says the parliamentary procedure is clear the fact is that you undermined this community by a back door deal and there is not an arm's length transaction here. Riley stats you were there in executive session. Smith says he was opposed to it. Riley says when we all left you, Smith, were in agreement to it. Smith says again, opposed to it. Atkins says I don't think we agreed to get to this point. Smith states you can't agree to anything in. Member of the audience, Scott Doughman, states, "you can't agree to anything in executive." Smith states, you cannot not make an agreement in executive session he's right. McGary ask Smith if he has even read this, to which Smith

replies, I have never even seen it until its handed to me, no discussion. McGary ask if Smith got a packet. Smith states you represent the Council, you are not here to represent him you are to represent us. McGary states he's not representing anyone and that he's answering your question. Smith states he did not ask him a question. Riley states that it was in the packet and given to everybody. Smith replies that everybody is missing the point and that there should have been an open discussion with the general public. Atkins says he doesn't know how we got to this point without more discussion. Riley states this is the first reading.

12. Vice Mayor Riley presents invoices to be paid. Motion to pay made by Allen, second by Boerio, all yea.
13. Vice Mayor Riley presented an invoice for solicitor McGary totaling \$1,300.00. Motion to pay made by Boerio, second Allen, all yea.
14. Boerio stated he believed this was Vidmar's last meeting and he would like to thank him for all he has done for the Village. He feels he has done an outstanding job and would like to wish him well.
15. Johnson asked if we did the approval on the minutes. Vidmar stated there were no minutes to approve.
16. Smith states he believes that if you made an agreement in executive session pertaining to the sale of this property then the Sunshine Law has been violated and on that the statute is pretty clear that anything that derives from that issue cannot stand up in scrutiny in the court system. Smith continues that if you've taken a position and cut this deal in executive session then you have certainly violated the Sunshine Statute.
17. Allen asks Vidmar if we have had any applications for the Village Administrator. Vidmar states that to his knowledge we have had 2, that he has been given; the Mayor is really soliciting the replacement at this point and all resumes are being directed to him at this point.
18. Vice Mayor Riley states to Vidmar that we are really going to miss him and hope we can find someone to fill his shoes. Allen asks Vidmar if he will be available by phone, Vidmar replies he can be.
19. Sgt Bolan says he was late getting his stats together so he just sent them to Vidmar. He stated that he must have missed the budget approval and that he is a few weeks late on getting the cruisers ordered. He thanked Council and said it will help them a lot. Atkins asked if they are looking at an SUV or regular car. Sgt Bolan states the Tahoe is what he understood Council approved. Sgt Bolan said we had 2 incidents Tuesday, with one in the township, possible drug overdose in the township. He continued that before the last council meeting he forgot to mention that there was an attempted bank robbery in Rochester, this was the same

time as the lady going into the river which had all the county cars tied up. He and Randy were the only 2 available, the guy actually tried to get in the bank and Rochester's LCNB installed those glass doors, the bullet proof ones, due to the frequent robbery attempts. The sensor kept the man from entering the bank, he did though draw a gun, and started firing at the glass, he did not get it; next he came out and carjacked a car in the parking lot and drives off. Sgt Bolan and Randy assisted in securing that perimeter and actually found the stolen car; this did require several hours of our time but we were able to help where needed.

20. Vice Mayor Riley states that in the packets are a 2014 Warren County Soil and Water Report.
21. Vice Mayor Riley states that we were supposed to have the appeal hearing for Rob Wilson and we need to reschedule it. Vidmar says we have the waiver that Mr. Wilson has signed that waives the time limitations by our policy manual, he had a personal mater and has requested rescheduling. McGary stated that Mr. Wilson has requested that the hearing not be in the public, so we can reschedule at any time. Allen states that we do need to set a date and we can't let it go on and on. A motion to reschedule the appeal for the first Thursday in April which coincides with Council's meeting; motion by Allen, second by Atkins, all yea.
22. Vice Mayor Riley asks for a Motion to go into executive session under Ohio Revised Code Sec 121- 22e1. A motion issued at 7:44pm by Allen, second Boerio, Allen – yea, Atkins – yea, Boerio – yea, Johnson – yea, Riley – yea, Smith - yea.
23. A motion to return from Execution Session at 7:56 pm by Boerio, second Allen, Allen – yea, Atkins – yea, Boerio – yea, Johnson – yea, Riley – yea, Smith - yea. No action taken
24. Allen states she would like to make a motion in view of Gary leaving at the end of the month, that there's an opportunity for us to have services by phone via FaceTime, Skype, whatever is convenient for him and us; to value his services as a contact person with interim of new Village Solicitor for consulting purposes, not for wages but health insurance for 60 days. McGary states that he believes Allen meant Administrator. Riley states there were 2 options and that would be option two. Motion by Allen, second by Boerio, Allen – yea, Atkins – nay, Boerio – yea, Johnson yea, Riley – yea, Smith- nay.

25. Smith says that for the record we need to enter the count of 4-2.

26. A motion was made to adjourn at 8:01 p.m. by Atkins, seconded by Smith, all yeas.

Sharon Louallen, Fiscal Officer

Steve Riley, Vice Mayor