

Buckeye Lake Village Special Council Meeting Minutes
Held in Council Chambers and streamed to the Village Facebook page
September 19, 2023

Call to Order: By Council President Goodman at 5:30p.m.

Pledge of Allegiance and Moment of Silence: Led by Council President Goodman.

Roll Call: Present: Don Cable (0,0), Linda Goodman (0,0), Kellie Green (0,0);
(Consecutive, Total Absences) Deb Julian (0,0), John Lemmon (0,0), Sue Wadley (0,1), Tom Wolfe (3,3)
Absent: None.
Others Present: Mayor Jeryne Peterson; Samantha Torres, Clerk of Council; Brad Nicodemus, Village Solicitor;

New Business –

Public Contracts –

Motion by Council President Goodman, seconded by Councilor Wolfe, to waive the attorney-client privilege of a letter that was received from village solicitor Brad Nicodemus on September 18, 2023 so some of those provisions can be discussed in the public meeting.

Roll call vote: Yes: Cable, Goodman, Green, Julian, Lemmon, Wadley, Wolfe

Abstain: 0; Nays: 0; Motion Passed 7 – 0

President Goodman asked Brad Nicodemus to talk about contracts in the village. Brad thanked council for the opportunity and stated that, in general, village solicitors like to stay behind the scenes. Ask them questions, they give their opinions. Hopefully they are listened to, if not, then they defend the actions and do their work behind the scenes and prefer not to have to come out here, but occasionally it happens. He stated that the public contract and letter that has now been waived has to do with Mayor Jeryne Peterson attempting, in some form, to terminate the village solicitor contract, his contract, but it goes back into some other history. Some of the stuff he cannot talk about in public, and if needed, could go into an executive session but he would try to summarize as best he could. Brad stated that, as we know, since the middle of the summer, the village has had some internal debates on its self-governance and the rules and how the self-governance entities, mayor and council, operate and interact with each other with regards to certain operations in the village. As a result of those deliberations and differences of opinions, Brad has been called on a couple of times to opine or explain how certain things are. A couple of them involve Charter provisions, a couple do not, but he has been asked to give an opinion on certain things. It is not public that Mayor Peterson takes exception to some of those and that is absolutely fine. There are members sitting around council right now that have taken exception to other opinions he has given in the past; it is part of the job. What is new is what has happened recently: last week, he and Mayor Peterson were talking on the phone. Nothing abnormal about that. During the conversation, and he cannot discuss in open meeting what they were talking about, it was apparent that Mayor Peterson was not liking what he was saying. There were insults and Brad, having had several conversations with Mayor Peterson before that devolved in a similar way, notified her that she had insulted him and that he thought they needed to stop the conversation. He knows that because they were not going to get anywhere; once the conversation gets there, nothing he says at that point is going to be well-received. He said on the phone let's stop the conversation, let's regroup, pick it up later. Brad stated that was met with Mayor Peterson saying that he had insulted her, he is through, and he would receive a letter. Brad stated he understood that to mean she wants to terminate his contract. He understands it to mean that because he has received at least two other correspondences from her that have indicated that the solicitor serves at the pleasure of the mayor. In one of those instances, it was worded as she was

surprised that he was not supporting her more because he serves at the pleasure of the mayor. Brad stated that, to him, that was not a threat. It could be intimidating and those who have an HR background could see that, as said to an employee, it could be intimidating. He did not take it that way because of his reading of the charter and he knew it was not necessarily effective towards him. As an attorney, it is not his job to say "I support your idea of self-governance and what you want to do versus council or council members." His job is to say that both ideas are legal, you figure it out. On Thursday when this was said to him, he understood that's what Mayor Peterson meant, that the fee agreement contract for Brad's representation of the village would be terminated.

Brad received no letter on Thursday. He received no letter on Friday. Continued on to the weekend. Monday morning, they had a jury trial set. In addition to village solicitor, he also prosecutes the cases in mayor's court and municipal court for the village. There was a jury trial set so he was at court a little before 8 a.m. preparing for trial. The judge called him back into chambers to tell Brad that an attorney just filed a continuance of his jury trial that morning because Brad had been terminated as the attorney for the village. Brad could not go into details with the judge and told him that on one hand, he is not surprised; on the other hand, he is surprised. They checked the security cameras to try to find out if the attorney was still in the building because the motion was dropped off but apparently the attorney did not stay to personally address the court if the court were going to undertake that motion. Brad told the judge that as far as he knows, he is still the attorney and there has been no action of council to terminate his contract. There has been no action of council to approve a contract of this other attorney. He is there, he is prepared to proceed, and let's go to trial. The judge said fine, let's go to trial. Brad stated he took his seat at counsel's table and the defense attorney walked up and said they were surprised he was there because they received a call on Friday and were told he was replaced. Brad said that seems to be going around, but okay, we are here, is there any way we can resolve this trial? No, the client wants a trial. Brad goes to let his witnesses know that they are going to proceed to trial. Witnesses were subpoenaed to be there at 8:30 a.m. It was about 8:45-8:50 a.m. and they were getting ready for voir dire / jury selection. Sometimes it takes ten minutes, sometimes it takes an hour so Brad likes to let the witnesses know that, yes, they are proceeding to trial; hang tight, he would be with them and get them out of court as soon as he could.

When Brad walked into the witness room, there were no witnesses there. One of them was one of the Buckeye Lake Police Officers so Brad had his contact information readily available, texted him asking if he was on his way to court. Brad received a text back that the officer was told it was continued. Brad asked by who and received radio silence, which was fine because he got the information he needed, that the officer had been told the case was continued. Brad told the defense attorney that he had no witnesses and the defense attorney said that when Brad was replaced, the case would get continued. The defense attorney said they showed up because the judge had not ruled on it yet because nothing had been filed. They went on the record and told the judge that Brad does not have witnesses. They had been subpoenaed, they were not there, they were not released by Brad and he would like a continuance. The defense attorney objected because jurors were there. 30 people of the community were there for jury selection, defendants were there, everyone was there for a trial except Brad's witnesses so the judge denied his motion. As a result, the case was dismissed for insufficient evidence to proceed. Brad could not prove his case at trial. In this case, a serial thief, someone with a felony history of property crimes, escaped justice within the village. The saving grace is that the person did not make it out of the establishment with the items so there was no true economic loss to this business, so there is at least that.

Brad made contact with the attorney and the firm that was consulted. They indicated to Brad that they received a call from Mayor Peterson on either Wednesday or Thursday and it was an associate that was handling it. Brad's understanding is they were told he was terminated, was aware of it, they were going to be representing the village from that point and that there was a jury trial on Monday so they hopped into action. Brad does not blame them because he probably would have done the same thing. When they have jury trials, they have speedy trial rights, defendant's rights, Marcy's Law rights in certain crimes that need to be addressed. He cannot say he would have done anything different had someone called him and said they need an attorney right now and there's a trial on Monday.

This now gets it to the issue at hand which is termination of a contract or appointment of the solicitor. That is the letter that council waived the attorney-client privilege on. Brad does not think there is anything too detrimental in there, it is just an interpretation of the charter. Brad stated that Mayor Peterson is not incorrect: the solicitor does serve at the pleasure of the mayor, but that is in the Department of Law. In the charter, section 6.06(b) it says that when there is a Department of Law that has been created by council, the mayor appoints, with the consent of council, a law director/solicitor (used interchangeably in the charter). To Brad's knowledge, council has not created a Department of Law and he is not the solicitor appointed by the mayor under that section. He is not an employee of the village. He does not receive W2s or benefits. He is contracted to provide legal services as a legal advisor to the village, which falls under section 6.06(a) where it says prior to the Department of Law being created or being in existence. The village has the right to contract with an attorney or firm to provide legal services. That person or firm act as the solicitor. That is where we are at.

Brad stated that provision provides certain ways to terminate that person or firm that is providing those legal services which is through the creation of the Department of Law. If council were tonight to motion to create a Department of Law, the mayor could then appoint whomever she wanted to be the solicitor to that. Brad stated that the contract that he has with the village would terminate pursuant to law, to that charter provision. The other ways the contract can terminate are through the natural expiration of the contract or through the contract terms. Brad stated their fee agreement provides for either one of them (Brad or the village) to terminate the fee agreement with 30-days' notice. The 30-days' notice is important because it provides for continuity or representation. If a new attorney is being brought on and an old attorney is going out, there needs to be some coordination, with the jury trial being a good example. If the village were involved in civil litigation, there might be statute of limitations deadlines that need to be met. If there isn't that coordination, Brad believes that both the outgoing and incoming attorneys could be in ethics issues for failing to meet statute of limitations deadlines if that occurred. Luckily none of that is in existence here. What is in existence is the termination of the contract and the exercise of those 30 days. Brad can provide notice or the village can provide notice. The village, and in contracts, speaks through council. Brad has not exercised the 30 days, so in order to be a proper termination, village council would need to motion to start the 30 days. It should be followed up with a resolution so that the legislative journal is clear. Brad stated it could even happen on a simple motion because then there is notice of the intent for the 30 days to run. That has not happened here. If it does happen, council should immediately follow up with a resolution or ordinance approving the subsequent attorney to make sure there is that continuity of legal representation. If council wants to terminate the fee agreement, it is completely within council's right and a motion tonight would start those 30 days. Brad has already had contact with the other counsel. If it gets done in less than 30 days, then it gets done in less than 30 days. It is not Brad's intent to provide notice to the village to stop representation but if council as an entity wishes to terminate the fee agreement, council can do so. Brad is happy to entertain any questions and will

do his best to answer them in public but if it gets into a protected matter, they may have to recess into an executive session.

Council President Goodman asked council if there is a motion to terminate. Hearing none, we continue with the fee agreement with Solicitor / Prosecutor / Attorney Brad Nicodemus for the Village of Buckeye Lake.

Councilor Wadley asked how long is the current agreement. Brad stated the current agreement is an annual agreement, so it is yearly. Either side can terminate it at any time with a 30-days' notice. Brad noted another thing because he saw Mayor Peterson shaking her head disagreeing with that and that is fine because when there are disagreements like this, when he is representing a municipality, it is council and the mayor, and at times, other department areas and there are conflicts in what is said: what would happen next and the resolution to this disagreement is, if the mayor in this case disagrees, what can be done is called a declaratory judgment action, which is basically asking the court to interpret the charter in Brad's opinion. For that, council usually appropriates money for attorney fees for both sides. Mayor Peterson would have counsel to represent her opinion of the charter and disagreement with Brad's opinion. Council would have its own legal counsel to represent Brad's opinion and that interpretation of the charter. He cannot represent either side in that it is his opinion. If he were to represent either side, it would provide difficulties because he would have to potentially depose part of his client, the village. More importantly, it makes him a witness in the case. If that is an avenue that the mayor wishes to take, he would ask council to go ahead and appropriate money sufficient to get started for both sides for that action. It would be filed in the Licking County Common Pleas Court.

It would be the same for council that has been around for a few years when the village was sued over the removal of certain members of the Planning Commission, that is the type of action that was filed that we successfully defended against then. Those removed members were asking for interpretation of that charter provision and the court ultimately dismissed that case and this would be the same type of thing. It is not incredibly common but it is not unheard of for different entities within the same municipality to have these types of cases brought because it does provide court resolution to the differing opinions. If that avenue is sought, do not necessarily look at it as a bad thing because it does bring finality and court resolution so that the municipality can move on. Councilor Lemmon asked about how long and how much money would something like that take. Brad stated it really depends on the schedule of the judge and how quickly they want it to go. The last one, they had a briefing and then discovery, deposition, and trial deadline that is about 18 months from filing to trial. A lot of declaratory judgment actions end in those early pleading or motion stages before you get to trial because they are interpretation of written word and that is how the last one ended actually. They never made it to the discovery phase because the judge determined there was, on Brad's motion to dismiss, no material issue of fact and so it was dismissed. Through his work with the Ohio Municipal League, he has heard of other councils appropriating between \$5,000-10,000 to start. Sometimes it covers everything and sometimes it covers most of it. Appropriating \$10,000 would mean \$5,000 for each side to start because you are paying for both sides of that litigation. Councilor Julian asked Mayor Peterson has another contract been signed? Mayor Peterson stated there has been an engagement letter, not the contract. Councilor Julian asked just yes or no, to which Mayor Peterson said she would have to say no because there was not a contract.

Council President Goodman stated that council would entertain a motion for a vote of no confidence of Mayor Peterson. The confidence of council in her competency and knowledge of the charter and contracts at this time, they do not have confidence in that.

Motion by Councilor Wadley, seconded by Councilor Julian, for a vote of no confidence.

Discussion: Councilor Julian stated that she believes that the actions and decisions that are in clear violation of the charter and the clear thinking of the ramifications of those decisions without any consultation of anyone else extremely concerns her. This is an isolated specific incident here but the perfect example is Monday showing up for court and now we have a thief on the street with no ramifications. She thinks that the vote of no confidence is warranted in this situation. Councilor Wadley added that she is also concerned about the credibility with the courts with regards to the Village of Buckeye Lake when we have one attorney showing up and another attorney filing something; that is a concern. Brad elaborated that last night (Monday) at about 5pm the clerk of courts (and he does not know if this was additional notification, he thinks it was and his communications with the other firm were professional and collegial, as we all work together and we are not looking to be adversarial with each other, just trying to do the best that we can) sent out an updated prosecutor list which had the information for the other attorney that filed the motion that morning included on it. That went out to the court distribution list. His concern, and he does not know if it went to all of the law enforcement, is, as a prosecutor, it is not just the Village of Buckeye Lake Police Department, it is any misdemeanor crime within the village comes across his desk. This means Ohio State Highway Patrol, ODNR, county sheriffs, when they arrest someone in the village, it comes to Brad for prosecution. The court in Licking County has its own process unlike Franklin County where officers can just go file criminal charges. In this county, the prosecutor has to actually prepare the complaint and get an officer's signature and then file it with the court and if there was an overnight arrest last night, if those are not done and into the court by 10:30-11:00am, the persons are released from jail. To Brad's knowledge, there was no one arrested last night because he did have contact with both judges' staffs. He did send an email to the other attorney letting them know that that went out and with that contact information, they might get a call in the middle of the night or have an email at 5am to prepare something. Luckily it does not sound like that happened but it was a concern that he had. Councilor Wadley asked if that had been corrected and Brad said he could not answer because he did not know. He knows that he had a pre-trial with Judge Stansbury today and yesterday his trial was with Judge George so both of the court staffs are aware. He does not know yet if the clerk of court's email distribution list just goes to the local attorneys or if she includes law enforcement; he is waiting for an answer on that.

Roll call vote: Yes: Cable, Goodman, Green, Julian, Lemmon, Wadley, Wolfe

Abstain: 0;

Nays: 0;

Motion Passed 7 – 0

Council President Goodman asked Mayor Peterson if she would still like to call up the speaker. Mayor Peterson asked Ashley Hetzel of Freeman, Mathis, and Gary Law Firm from Columbus to come to the microphone. She stated that Mr. Nicodemus is completely correct that she found their communication to be very collegial. She wanted to clarify some things. She got a phone call late Friday afternoon about 15-20 minutes before the court was set to close for the weekend from one of the police officers here in the village notifying her about the jury trial on Monday. Because she had had no communication with Brad, she had no idea what his status was going to be, whether he was going to be there on Monday or not so she did file a motion to continue that trial that was fax-filed with the court on Friday afternoon. She does not know whether they received it on Friday or on Monday morning when they came in. She stated she also did not release any witnesses from any subpoenas. She had no communication with any of them. She also did have a quick conversation with the judge regarding the situation and outlined some of the things that had transpired over the past few days. The judge indicated to her that there were five jury trials set on Monday morning. Three of them were older in time than the village's case, therefore, for speedy trial issues, he was going to address those three before he

would address the village's case. The judge was planning to continue the trial and he did dismiss her from his chambers and told her she was okay to leave the building. She did leave the building at that time and she has no idea what happened afterwards except what is reflected on the court's docket which is that the prosecutor filed a motion to dismiss the case. Ashley stated that the judge did accept and grant that motion and it was dismissed without prejudice which means that the village can refile it as well.

Ashley introduced her background stating she has been an attorney for nine years. She is originally from Northeast Ohio and was a prosecutor there in the municipal court as assistant law director. Moved here for her husband's job eight years ago and has been practicing in local government and municipal law since then. She is a Licking County resident for about seven years. She loves the area and hopes to call it home forever. President Goodman said she had a question: prior to the phone call that Ashley received from Buckeye Lake Police Department on Friday, President Goodman said she assumed there was a conversation about Ashley working for the village? Ashley stated yes, that is correct. The partner in her office, Paul La Fayette, who apologizes that he could not be here tonight, Ashley and Paul had had some conversations with Mayor Peterson and, similar to Brad, she does not want to get into those conversations in public, but in executive session, that is fine. Ashley stated that her and Paul represent several local governments in the central Ohio and Ohio area. Their role as village solicitor / village law director is many times legal and methodical and they give opinions but at the end of the day, because of what they do as attorneys, a lot of people look to them as conflict resolution as well. That is something that her and Paul really try to exude. They try to resolve conflicts within the staff and the council and the elected officials of the communities that they serve. Ashley stated that in just her brief interaction with everyone here, it sounds like there are a lot of conflicts and maybe some communication issues from all parties, not just one person or one body. She said you can hire us or don't. You obviously have decided to stay with Mr. Nicodemus but she thinks moving forward maybe it would be good for everybody to start fresh and maybe try to put the past behind and move forward and engage in some conflict resolution and that is just her free advice. Council President Goodman stated that we got that advice from someone who was not free as well.

Councilor Lemmon asked Ashley if the village has paid her or owes her any money up to this point. Ashley stated she does not know because she is just a lowly associate at her firm. They have signed an engagement letter with the mayor and they have done some work but she would have to talk to Paul about that. Councilor Wadley said but you are tracking billable hours? Ashley said yes, I am; live and die by those. Councilor Lemmon said so if there are any bills, he would like to make sure that this council receives those bills as well so they can see what is being paid and where it is being paid to. Councilor Wadley stated she is a little bit taken aback on Ashley's opinion of the conflict because Ashley has not had any kind of dialogue with Councilor Wadley or anyone else on council that she is aware of, so for Ashley to have an opinion, she thinks that is difficult without knowing the full story. Ashley stated sure, she is a Licking County resident so she does follow the news and we all know about that too so maybe she should be careful about reading the news. And the vote of no confidence tonight, she thinks that that certainly sends a message to the community that there are some internal problems. Councilor Wadley stated she believes here is a story and here is a story and the truth is somewhere in the middle and if you're only hearing one story and reading it in the paper, you are not getting the full truth. President Goodman said she would encourage Ashley, if she stays involved or just for her own curiosity, that there is a multitude of public documents; there was a review made by an employment law firm; there were suggestions made on how to resolve and how to move forward. She said that council has asked many times to mediate and to talk and they have been refused, so they can only do so much. She said we would love to resolve and

move forward but that has not happened at this point. President Goodman thanked Ashley for coming, nice to meet her. Ashley thanked council for the time to speak.

Citizen's Comments –

Jane Simmons – North Shore Landings – Jane asked what will happen with the thief that is still out on the streets? We have a crime out there and he got off. Brad Nicodemus stated that the person is well known to law enforcement and has other pending cases right now so he will be back in the justice system again. Jane said after he does something else? Brad said after he does something else and, again, there is one other pending case that he is aware of that, if convicted, he is pretty sure he will go away to jail for a while on that case. So, while the village will not get accountability on the case from Monday, the person will eventually be removed, at least for a short period of time. The person also no longer lives in the village. He believes the last address was a Hebron address. They came here to steal. Hopefully they do not come back. Jane stated she hopes they don't either. It's too bad that we have someone that got let go like that.

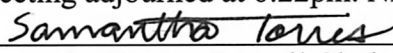
Bob Hegedus – 90 Dockside Drive – Bob asked what was the plan this week for Mayor's Court? He asked Ashley if she was planning on being here for Mayor's Court or who would run it? If the expectation was that Brad would not be here tonight because he was supposedly let go, what was the plan for this week? Who would be here at 7:00pm for Mayor's Court? Just curious. Councilor Lemmon stated we had no contract with anybody else. It would have to be voted on before anybody could be brought in. President Goodman stated that the mayor could answer that. None of council have any knowledge of it. Mayor Peterson asked Ashley if she would like to speak to that. Ashley stated she was planning to be here tonight but after she saw Mr. Nicodemus, the judge notified her that Mr. Nicodemus was in the courthouse Monday morning, she imagined that he would also be here for Mayor's Court, so it would have been covered. Bob said it would have been covered but how well? If that was your first time coming in not having exposure to the docket? Mayor Peterson stated Mr. Nicodemus and the solicitor that comes, Kylie. She asked Brad to let them know who comes to Mayor's Court so they understand. Brad stated there is a magistrate who comes as well. Without a prosecutor, the magistrate does arraignments, but it was Brad's intent because he had not received a letter from the mayor on a contract termination that he was going to be here because of legal professional responsibility ethics. If Ashley was here as well, they would figure that out, but Brad was always going to be here to make sure his contractual and ethical obligations were fulfilled. Bob said he appreciates that and he gets that folks would have pitched in to help out to figure this out. He is just looking for the train of thought, what was the plan that would be put in motion for something this significant. Mayor Peterson stated that was the plan, Mr. Nicodemus was going to be here and we also have a docket. Bob said, to Mayor Peterson, in her opinion, she thought Brad was let go but that he would be here Monday? Mayor Peterson stated she knew that she had received his information, that the Fiscal Officer, nor the clerk of courts, nor the office clerk could find a contract, so she indicated that it had to be from 2015 to 2021 because that is when Mayor Wells was here for mayor. Mayor Wells went into contract with Mr. Nicodemus on January 6, 2020 and we devolved that it was attached to an ordinance or resolution approving that. Prior to that, Mayor Peterson stated she did not know there was a contract. Brad asked Mayor Peterson, if the plan was for him to be here tonight - Mayor Peterson interrupted to say she knew he would come - Brad continued to say why was the clerk of courts instructed not to send him the files for review tonight? He has not seen any of the docket for tonight yet. Mayor Peterson stated that she agrees a lot with Freeman, Mathis, and Gary Law Firm that there is a lot of toxicity not only in this room but also amongst her staff which is starting to get smoothed over. She does not understand why. She stated she has never disagreed to the point Brad elaborated on. She said there have been times where she has asked Brad for advice. Councilor Cable said Madam

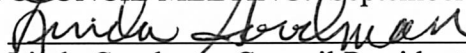
President in an attempt to get her attention and Bob Hegedus said his three minutes was up. President Goodman thanked Mr. Hegedus. Councilor Wadley asked Mr. Nicodemus if he had had an opportunity to prepare for court tonight since he did not receive cases? Brad said he had not. He usually receives them over the weekend or the Monday before. He has been doing Mayor's Court for 13 years and one where they have 200 a day so he is not terribly worried about getting through the 20 or so that we have tonight in an efficient manner. It strikes him that he did not receive them if the anticipation was for him to be here. President Goodman asked Ashley if she was under the understanding that she would be doing Mayor's Court tonight? Ashley stated she was coming to facilitate introductions with people and she was not sent any files by the clerk of courts.

President Goodman stated that council comments are not on the agenda but if any members would like to make a comment, that would be fine. Councilor Lemmon stated that we have seven very different people here with very different opinions and a couple of different times we have all agreed that there is an issue and that there is a problem and we need to recognize that if we want to move forward. Councilor Julian stated she would just refer back to the letter that was put in the Buckeye Lake Shopper by Mayor Peterson that the good sign of a leader is making sure that when you are wrong, that you admit to your mistakes. We have seven council members who get along extremely well with one seat that has moved around a little bit and even with some of that movement, we all get along very well. We don't always agree on everything; we have good discussion. We have had a great staff and so if there is toxicity, in these relationships, it is not coming from council and we do not manage the staff. That is just wrong for that to be brought up by one outside person who has not been involved and for it to be brought up like we are part of what is causing this and we are not. We have tried to resolve. We have tried to set meetings to mediate. We have tried to set meetings to help everything run smoother with the only intention of being an elected official to deliver to our residents. That's it. Period. If we are not here for that, then we should not be here. Councilor Cable stated that obviously we have personnel that is leaving and he believes in his opinion that there will be others. What leads to these things, it is not necessarily a better job or opportunity. You can hide behind that wall if you want to, but what happens is people start looking because they are unsatisfied. He said he has a very good job locally and if he were to look, he would probably find a job that pays better but he is pretty content where he is at. Monday, he stated he is tired of hearing the victim. The victim is not self-reflective. He said Councilor Julian is exactly right, as a manager, as a leader, sometimes you have to fall on the sword for your team and that is difficult, but that is what has to happen. He thanked everyone tonight, he thought it was a very good meeting with difficult decisions. Thank you to Brad and Ashley and the citizens. Councilor Wadley asked is Brad our solicitor through his term? President Goodman and Brad both said that is their understanding. Councilor Wadley said that will continue unless someone takes action to file something in court to challenge the interpretation of the charter. Brad said or if someone exercises the clause to terminate or gives the 30-day notice. Councilor Wadley said in the charter, it is the understanding that not only does council have to have the majority vote to terminate Brad's contract but also to enter into a new contract. Brad said correct. President Goodman stated that council stands by the review that was done. They stand by all of the supporting documents. They stand by the fact that they have reached out multiple times to try to resolve and move forward for what is best for the village.

ADJOURNMENT: Motion by Councilor Cable, seconded by Councilor Julian, to adjourn the meeting. **VOTE: IN-FAVOR ALL YEAS; MOTION CARRIED 6-0**

Meeting adjourned at 6:22pm. NEXT REGULAR COUNCIL MEETING: September 25, 2023


Samantha Torres, Council Clerk


Linda Goodman, Council President