

IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY OHIO

THOMAS F. McMASTERS
Pro Se
Plaintiff

Case No.

Judge

v.

THE CITY OF HUBER HEIGHTS
Defendant

**MOTION FOR TEMPORARY RESTRAINING ORDER AND PELIMINARY
INJUNCTION AND MEMORANDUM IN SUPPORT**

Plaintiff, Thomas F. McMasters, citizen of Huber Heights, respectfully moves this Court, pursuant Division (I)(1) of Section 121.22 the Ohio Revised Code of the State of Ohio, for issuance of a Temporary Restraining Order and Preliminary Injunction ordering the City of Huber Heights, as well as its officers, staff and City Attorney, from implementing any provision of the Motion passed during the City of Huber Heights Special Council Meeting held March 8, 2021 and Resolution 2021-R-6977, concerning the resignation of Mr. Robert Schommer as City Manager and subsequent hiring as a consultant to the City and require Council to re-initiate and complete any related actions in accordance with Ohio's Open Meeting Laws.

The reasons and authorities are more fully set forth in the attached Memorandum in Support, which is incorporated by reference herein.

Respectfully submitted,

/s/ Thomas F. McMasters

THOMAS F. McMASTERS
Pro Se

MEMORANDUM IN SUPPORT

I. INTRODUCTION

Ohio Revised Code Section 121.22 requires certain public entities, which include the City of Huber Heights City Council, to hold discussions about city business in open meetings and provides a limited number of specific exemptions for which they can hold executive sessions. On March 8, 2021 during a City Council Meeting the City Manager did not attend, Council went into executive session purportedly to discuss the employment of a public employee. When they came out of executive session, they passed a motion to allow the City Manager to resign and authorized the City Attorney to execute a follow-on Consulting Agreement with the soon to be former City Manager. The next day the Dayton Daily News reported the Mayor said the City Manager was resigning for other opportunities. This was also indicated as the reason in the City Manager's March 9th resignation letter. During the City Council Emergency Meeting held March 10, 2021, Councilmen Lyons alleged the Mayor committed fraud. The allegation stemmed from the Mayor indicating in executive session the City Manager was forced out which would trigger some form of compensation. In contrast, a voluntarily resignation would not. Subsequent discussions show that the motion to go into executive session did not conform to the requirements of ORC 121.22. In addition, these discussions and the behaviors of council provide a preponderance of evidence indicating at least five members of council engaged in round robin discussions about the separation of the City Manager before the March 8th executive session, outside a proper meeting, in violation of the Open Meetings Laws.

During the March 15, 2021 meeting City Council revisited the actions prompted by the motion passed March 8, 2021 with a stated purpose to "clean our books" by passing Resolution 2021-R-6977. This clean-up was polluted by the actions of the City Attorney who continually stated Council was obligated to honor the terms of the consulting agreement despite the violation of the Open Meeting Laws, and the Huber Heights City Charter. Therefore, because of

the original Open Meeting Law violations, there can be no confidence City Council fulfilled their fiducial obligations or made a legally permissible decision concerning the follow-on contract awarded to Mr. Schommer. Accordingly, an injunction protects the integrity of the government of Huber Heights until such time as council re-initiates the proceedings in conformance of Ohio's Open Meeting Laws and passes legislation in accordance with the Huber Heights City Charter.

II. LAW AND ARGUMENT

The general rule for issuance of a preliminary injunction requires the plaintiff to establish that there will be irreparable injury if the Court does not enjoin the defendant's conduct. Ohio Civil Rule 65(A). Ohio Courts have considered four factors as shown by clear and convincing evidence to obtain a preliminary injunction, including (1) a substantial likelihood of success on the merits, (2) the existence of irreparable harm if an injunction is not issued, (3) that third parties will not be unjustifiably harmed if an injunction is issued, and (4) that granting an injunction will serve the public interest. *Procter & Gamble Co. v. Stoneham*, 140 Ohio App.3d 260, 267-68 (2000).

When a statute grants a specific injunctive remedy, as R.C. 121.22 (I)(2) does, the moving party does not need to establish there will be irreparable injury absent an injunction. *Ackerman v. Tri-City Geriatric & Health Care, Inc.*, 55 Ohio St.2d 51, 56 (1978). In *Ackerman*, the Ohio Supreme Court found that when a statute grants specific injunctive relief, the moving party need not show irreparable injury. *Id.* In the case of a statutory injunction, the moving party need only satisfy the statutory conditions. *Id.* at 57. Additionally, unlike equitable injunctions, statutory injunctions do not require clear and convincing evidence. *State v. R&J Partnership, Ltd.*, 2nd Dist. No. 22162, 2007 Ohio App. LEXIS 6268, *P22 (Dec. 28, 2007) (specifically applying a preponderance of the evidence standard to preliminary injunctions under Ohio Revised Code § 1716.16(B)); see *Stoneham*, 140 Ohio App.3d at 267-68.

- 1. Defendant the City of Huber Heights violated the Open Meetings Act¹**
 - a. By failing to declare the primary reason for holding the March 8, 2021 executive session and discussing an ineligible topic mischaracterized as qualifying under the reason given**

Section 121.22 Division (G)(1) of the Ohio Revised Code provides employment, dismissal and compensation of a public employee or official as legitimate reasons to hold an executive session. It also directs that, "If a public body holds an executive session pursuant to division (G)(1) of this section, the motion and vote to hold that executive session shall state which one or more of the approved purposes listed in division (G)(1) of this section are the purposes for which the executive session is to be held, but need not include the name of any person to be considered at the meeting". On March 8, 2021 Huber Heights City Council went into executive session after voting on a motion "for personnel matters, to consider the employment of a public employee". Subsequently, during the March 15, 2021, Special Session City Council Meeting discussion, Mayor Gore, Councilman Shaw, Councilman Campbell revealed that the primary purpose of the executive session was to discuss the dismissal of Mr. Schommer from his position as City Manager. With the Mayor stating "I chose to initiate the City moving in a new direction". And Mr. Shaw relaying,

"what had caused, Mayor, I believe your decision to, in your comments, go in a new direction, was discussed under the assumption it was not your first time you had these feelings. It was also discussed I believe, regarding the previous work session on March 2nd at the point in time when Mr. Otto and Mr. Campbell asked the previous City Manager a question, it was validated on our Saturday meeting that false information was provided. Mr. Otto had corrected the previous City Manager the false information and then you had declared you had been fed up."

¹ Facts and their origin can be found in Attachment 1.

Discussions during open meetings, subsequent to the March 8, 2021 meeting, make it obvious that the primary reason for holding the executive session was to discuss the dismissal of Mr. Schommer as City Manager. This reason was required but not cited in the motion.

If discussion of the employment of Mr. Schommer as a consultant was appropriate, and it was not, it would not be a justifiable reason to go in executive session until the actual reason for executive session, the dismissal of Mr. Schommer, was established and resolved.

Examining whether the motion made March 8, 2021 for entering executive session cited a legitimate exception in ORC 121.22, which would allow for the discussion of this follow-on contract, leads to the conclusion it did not. Regardless of the previous relationship between the person and the city, Council is required to discuss the creation and awarding of a service contract between a private citizen and the City, like the contract between the City and Mr. Schommer, only in open meetings. This is not only a required practice of the Open Meetings Laws, it would have provided a, before the fact, opportunity to prevent a felony violation of ORC 2921.42 that occurs if not now dissolved through the granting of this injunction.

b. When holding round robin discussions

The Ohio Sunshine Manual addresses round-robin or serial “meetings”.

Unless two members constitute a majority, isolated one-on-one conversations between individual members of a public body regarding its business, either in person or by telephone, do not violate the Open Meetings Act. However, a public body may not “circumvent the requirements of the statute by setting up back-to-back meetings of less than a majority of its members, with the same topics of public business discussed at each.”(969) Such conversations may be considered multiple parts of the same, improperly private, “meeting.”(970) Serial meetings may also occur over the telephone or through electronic communications, like email.⁹⁷¹

Citing State ex rel. Cincinnati Post v. Cincinnati, 76 Ohio St.3d 540, 543 (1996) and 540, 542-44 (1996) for (969) and (970) respectively.

Members of Council were evasive when asked if they were aware of the City Manager's impending separation and the progression of the discussion indicates a majority of council was engaged on this issue prior to the March 8, 2021 City Council Meeting.

At the beginning of the March 15, 2021 City Council Special Meeting, a resident asked Council, "EACH COUNCIL MEMBER, WHEN DID YOU, UH, FIRST BECOME AWARE OF HIS PENDING RESIGNATION? IF EVERYBODY COULD JUST TELL ME WHEN HE BECAME AWARE OF IT.". Though the question was clear, three council members, Shaw, Otto and Lyons said they received the resignation letter on March 9th. Mr. Lyon's response came immediately after Councilmember Hill clarified the question was not about the letter but instead about when they learned about the pending separation. Councilmen Campbell told us Monday the eighth (later revealed as an outright lie), Councilwomen Byrge disconnected from the meeting before providing an answer and Council member Webb did not address the question. There is little to suspect the answer of March 8th by Councilmembers Hill and Baker were deceptive. However, about one hour twenty-seven minutes into that same meeting, Mr. Otto revealed that the preceding Saturday, March 6, 2021, the Mayor called and asked him to join Mr. Shaw and Mr. Campbell at city hall. Mr. Otto could not attend but after the meeting Mr. Shaw back briefed him that the meeting was to garner support for the firing of Mr. Schommer. At this and other subsequent meetings of council, the residents of Huber Heights learned that Mr. Campbell had talked to Mr. Shaw about the cost of getting rid of Mr. Schommer. He was told a figure as high as \$125,000 was something Mr. Shaw and Mr. Otto had discussed prior to Monday's meeting. Though none of the other members of council admit during the subsequent meetings they participated in the deception attempted by the Mayor, Mr. Campbell, Mr. Shaw and Mr. Otto, the evasive responses of three members of council, their typical alliance with Mr. Campbell, as well as the short 20 minute executive session it took to agree to the details

concerning the separation of Mr. Schommer, provides a preponderance of evidence that leads any reasonable person to the conclusion that at least one of those three council members were engaged in the round robin conversation outside the confines of a legal public meeting and prior to the March 8, 2021 executive session.

Addressing Resolution 2021-R-6977: Though the resolution passed on March 15, 2021 was presented as a “clean-up” of the actions taken on March 8, 2021, the discussion surrounding the passage did not rectify the issue of the violation of the Open Meetings law, nor was Council given guidance that conformed with the City Charter. Instead, Council was advised by the City Attorney that the execution of the agreement was an obligation of the city and council had a moral obligation to pass the resolution. This advice by the City Attorney appears to stem from a desire to cover his mistakes. Therefore, it is reasonable to conclude the advice prevented Council from impartially considering the options for the separation of the City Manager and the passing of 2021-R-6977 resulted from violations of the open meetings laws.

Despite what the City Attorney claimed, the motion did not conform with the City Charter. During the March 15, 2015 discussion, the City Attorney misrepresented that contracts could be awarded through a motion. Huber Heights City Charter Section 6.02 (9) states in part, “Prepare and award contract, franchises and other agreements. Such contracts, franchises or agreements shall be authorized by ordinance or resolution of the Council;”. When reminded that the City Charter required contracts to be passed by resolution or ordinance, he cited a sentence in Section 5.01, “No action of Council shall be invalidated merely because the form or style thereof fails to comply with the provisions of Article V of this Charter, since it is not the intention of the people by the adoption of this Charter to require strict compliance with Article V of this Charter”. Clearly this passage does not apply to Article 6 and 6.02 still applies. Knowing he inappropriately signed the contract, his advice conforms with human nature, but not the law.

During the 15 March meeting it was discovered that the City Attorney created and executed a consulting agreement that cost more than the \$150,000 authorized in the motion.

Prior to the vote he told Council the additional amount needed was \$5,000 and Council was morally obligated to pay for his mistake. During the Emergency Council Meeting on March 16, 2021, after the Resolution passed, he revealed that the actual cost of his mistake would be about \$20,000. The deception was a direct result of sloppiness caused by the inappropriate executive session and unduly influenced Council's separation decision.

2. Defendant the City of Huber Heights committed statutory violations

When a statute grants a specific injunctive remedy, as R.C. 121.22 (I)(2) does, the moving party does not need to establish there will be irreparable injury absent an injunction.

3. Third parties will not be unjustly harmed if injunction issued

During the March 15 discussion, the City Attorney indicated that Council had to pass the resolution because Mr. Schommer may have already made decisions based on the signing of the follow-on contract. This argument fails because both the City Attorney and Mr. Schommer have intimate knowledge of the requirements of the City Charter. As stated previously, Section 6.02 requires contracts to be authorized by legislation. Additionally, this resolution is subject to Referendum via Section 12.01 (A). Section 12.03 (D) allows for up to 30 days for citizens to file. Therefore, a timely injunction offers no more harm than is already a possibility.

Moreover, Mr. Schommer may benefit from the injunction as this gives all parties the opportunity to evaluate whether this contract violates ORC 2921.42 (A)(3) and (4):

(3) During the public official's term of office or within one year thereafter, occupy any position of profit in the prosecution of a public contract authorized by the public official or by a legislative body, commission, or board of which the public official was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;

(4) Have an interest in the profits or benefits of a public contract entered into by or for the use of the political subdivision or governmental agency or instrumentality with which the public official is connected;

Furthermore, an express duty found, in City Charter Section 6.02 (9), of the Huber Heights City Manager is to, "Prepare and award contract, franchises and other agreements."

Clearly, this contract violates Post-Employment and Revolving Door Ethics Law. Mr. Schommer, as a third party, would not be harmed by an injunction².

4. The requested relief promotes the public interest

In order to protect the public interest, the Ohio legislature created the Open Meetings Laws and Citizens were given the opportunity to petition the Court to ensure these rules are followed. This public interest goes from a general principle to a specific benefit to the citizens of Huber Heights. The way to ensure the City Council, dispels the accusations of fraud, meets their fiducial obligations, and corrects a violation of ORC 2921.42 caused as a direct result of their engaging in illegal meetings, is to set aside the resulting actions from the March 8, 2021 Motion and 2021-R-6977 and for Council to re-engage this issue from the beginning. This time in compliance of Ohio's Open Meetings Laws.

III. CONCLUSION

For the reasons stated above, this Citizen of Huber Heights respectfully requests this Court to issue a Temporary Restraining Order and a Preliminary Injunction pursuant to Rule 65 of the Ohio Rules of Civil Procedure and ORC. § 121.22 (I) in order to protect the public interest.

Respectively submitted

/s/ Thomas F. McMasters

Thomas F. McMasters
Citizen of Huber Heights
6934 Sylmar Ct. 45424
(937)985-6431

² Note: Plaintiff acknowledges exceptions to ORC 102.03 which do not apply to ORC 2921.42. The exception found in ORC 2921.42(C)(2) also does not qualify for multiple reasons. One such reason was Council would save over ½ the cost simply by denying the waiver the City Manager needed in order to resign. Notwithstanding the substantial difference in work effort or responsibilities, the 2017 City Manager agreement establishes the compensation proposed in the contract is not legally justified.

CERTIFICATE OF SERVICE

I herby certify that a true copy of the foregoing Motion was served by email and hand delivered,
this 25th day of March, 2021 to the following:

Gerald McDonald
gmcdonald@pselaw.com

and

The City of Huber Heights Law Director
C/O The Clerk of the Council
6131 Taylorsville Rd.
Huber Heights, OH 45424

/s/ Thomas F. McMasters

Thomas F. McMasters

Attachment 1

Index and origination

Chapter 1 – City Manager Resignation

Chapter 2 – City Manager Consulting Agreement, Signed

Chapter 3 – City Manager Consulting Agreement (unsigned version reportedly obtained through public records request) metadata screen capture. This screen capture came from a Facebook post and relates to the information passed during Citizen Comments at the March 15, 2021 City Council Special Meeting

Chapter 4 – City Manager Agreement Jan 2017

Chapter 5 – Select sections of Huber Heights City Charter

Chapters 6 – 10 are the automated transcripts from the videos of the indicated City Council Meetings. Though a public record, the translations are only as good as the automation. The true recordings and a better public record, from which the transcripts originate, can be found on the City of Huber Heights website HHOH.org. A direct URL is provided at the beginning of each chapter. Within the transcript are time stamps which can be used to find the general area within the video the reader would like to review for accuracy. Some text relative to the argument has been highlighted. Some passages within the transcript are deleted for brevity. The areas where this occurs are noted.

Chapter 6 - City Council Meeting - March 8, 2021 transcript

Chapter 7 – City Council Emergency Meeting – March 10, 2021 transcript

Chapter 8 – City Council Special Meeting – March 15, 2021 transcript

Chapter 9 – City Council Emergency Meeting – March 16, 2021 transcript

Chapter 10 – City Council Work Session – March 16, 2021 transcript

Chapter 1 – City Manager Resignation



City of Huber Heights
6131 Taylorsville Rd.
Huber Heights, OH 45424

937.233.1423
937.233.1272 fax

www.hhoh.org

March 9, 2021

Mayor and Council,

I would like to take this opportunity to express my gratitude for the 24.5 years I have been able to serve the city of Huber Heights and its 40,000 residents. It was an honor to serve in one of the best police departments in the country and being able to rise to the level of Chief of Police was a true highlight of my career. The years serving as the city manager has certainly come with challenges but overall, the successes of the major projects the city has seen combined with the growth in the last few years has made me very proud due to the financial restructuring that I initiated. I am pleased to leave a legacy of sound financial management and growth for the city.

I cannot say enough about the staff I have been so fortunate to work with. They are all truly dedicated to making Huber Heights the best place to live, work, and play and they proudly do the work to serve every resident of the city.

After 24 ½ years of service to Huber Heights there should be no doubt of my love for this community along with those that reside and work here, however new personal opportunities have been opened to me which leads me, with a very heavy heart, to submit this letter of resignation effective upon the execution of a Consulting Agreement. I realize there will be a transition period to find and secure a new city manager and in order to help alleviate any chaos or interruption, I offer myself in whatever capacity the city needs in a general consulting role to help continue the progress of the many major projects currently underway.

It has been my pleasure to get to know each of you over the years and I wish you all nothing but the best and the most success possible for the city of Huber Heights.

Respectfully,

Rob Schommer

Chapter 2 – City Manager Consulting Agreement, Signed

CONSULTING AGREEMENT

This Agreement ("Agreement") is between Robert Schommer ("Schommer") and the City of Huber Heights, Ohio ("City").

WHEREAS, Schommer submitted his written resignation as City Manager of Huber Heights and City Council has waived the 30-day notice requirement; and

WHEREAS and the parties have agreed that the effective date of the resignation of employment shall be Tuesday March 9, 2021 ("Last Day")

NOW WHEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Schommer and City agree and promise as follows:

1. CONSULTING. Schommer agrees to be available for consultation regarding matters of concern or interest of the services to City with the City's interim City Manager, (or new City Manager if hired during the term of this Agreement), Directors, by telephone and email through September 8, 2021. Schommer shall not consult on any matter that may be deemed a conflict of interest between the City and any future employer of Schommer. Schommer shall not be required to provide consulting services to the City as his sole and exclusive function. It is understood and agreed that Schommer may and will have other business interests and engage in other activities in addition to those relating to the City.

2. PAY. The City will pay Schommer the gross sum of \$150,000 less applicable agreed deductions, as a lump sum within seven (7) days of the date of this Agreement, said amount shall be non-pensionable and shall be deemed to include any and all accrued and used vacation pay and other pay, if any owed to Schommer. The City will continue in full force and coverage all health, dental, and vision insurance for Schommer at City expense, through March 31, 2022. All other employee benefits will cease as of the Last Day. Schommer will be provided currently assigned laptop computer.

3. OTHER BENEFITS. Schommer agrees that the payments and benefits provided by this Agreement are greater than any to which Schommer would be entitled under the City's policies and his contract; that the payments and benefits provided under this Agreement are all that Schommer will receive from the City; and that these payments and benefits are in lieu of, and replace, any payments and benefits which Schommer might have claimed eligibility for, or entitlement to, under any agreement or City policy or practice.

4. RELEASE OF CLAIMS. In consideration of the payments and benefits provided to Schommer under this Agreement, and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged, Schommer, on behalf of himself, his heirs, administrators, assigns and agents, fully settles, releases, and forever discharges the City from any and all claims, demands, liabilities, costs, attorneys' fees, damages, actions, and causes of action arising out of or related to Schommer's employment or termination from employment with the City. This includes, but is not limited to, any and all claims under all prior Employment Agreements between the City and Schommer; the Charter, City Ordinances and Resolutions of the City of Huber Heights, Ohio; the Constitution and Laws of Ohio and the following federal statutes and like or similar state or local laws: Title VII of the Civil Rights Act of 1964, as amended; The Age Discrimination in Employment Act, as amended; The

Americans with Disabilities Act; The Employee Retirement Income Security Act; and The Family and Medical Leave Act, as well as any other type of employment discrimination, wrongful discharge, retaliation, breach of express or implied contract, promissory estoppel, emotional distress, intentional tort, or personal injury claim. This release covers all claims as of the effective date of this Agreement whether known and unknown to Schommer.

5. NON-DISPARAGEMENT. Schommer will not make any statements or remarks which are disparaging to, or which have the potential of harming, the City and/or its elected or appointed officers, agents or volunteers. City and its elected officials will not make or direct to be made any statements or remarks which are disparaging to, or which have the potential of harming Schommer. To that end, neither party will engage in any act or conduct which is, or could be construed to be, detrimental to either party (or a party's elected and appointed officials) or its interests or reputation.

6. SEVERABILITY. The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

7. GOVERNING LAW. All matters relating to the interpretation, construction, and enforcement of this Agreement shall be governed by and construed according to the laws of the State of Ohio to the extent that those laws are not preempted by the laws of the United States of America.

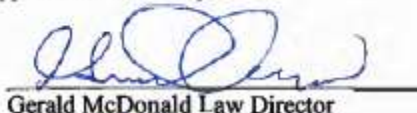
8. ENTIRE AGREEMENT. The foregoing terms represent the entire agreement between Schommer and the City and the only consideration for signing this Agreement. No other promises or agreements of any kind have been made between the parties to cause them to sign this Agreement. Schommer states that Schommer has carefully read this Agreement, that Schommer fully understands its terms, that Schommer has had full opportunity to review it with Schommer's own legal counsel, if desired, that Schommer understands its legal and binding effect, and that Schommer signs this Agreement voluntarily.

9. INDEMNIFICATION. City shall continue to defend, indemnify and hold Schommer harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission in connection with a governmental or proprietary function and occurring during or arising out of Schommer's good faith performance of duties while City Manager. City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Schommer's term of appointment, and the otherwise expiration of this Agreement, to provide full and complete protection to Schommer by the City of Huber Heights, as described herein, for any acts undertaken or committed in his capacity previously as City Manager under this Agreement regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Schommer's appointment with City.



Robert Schommer

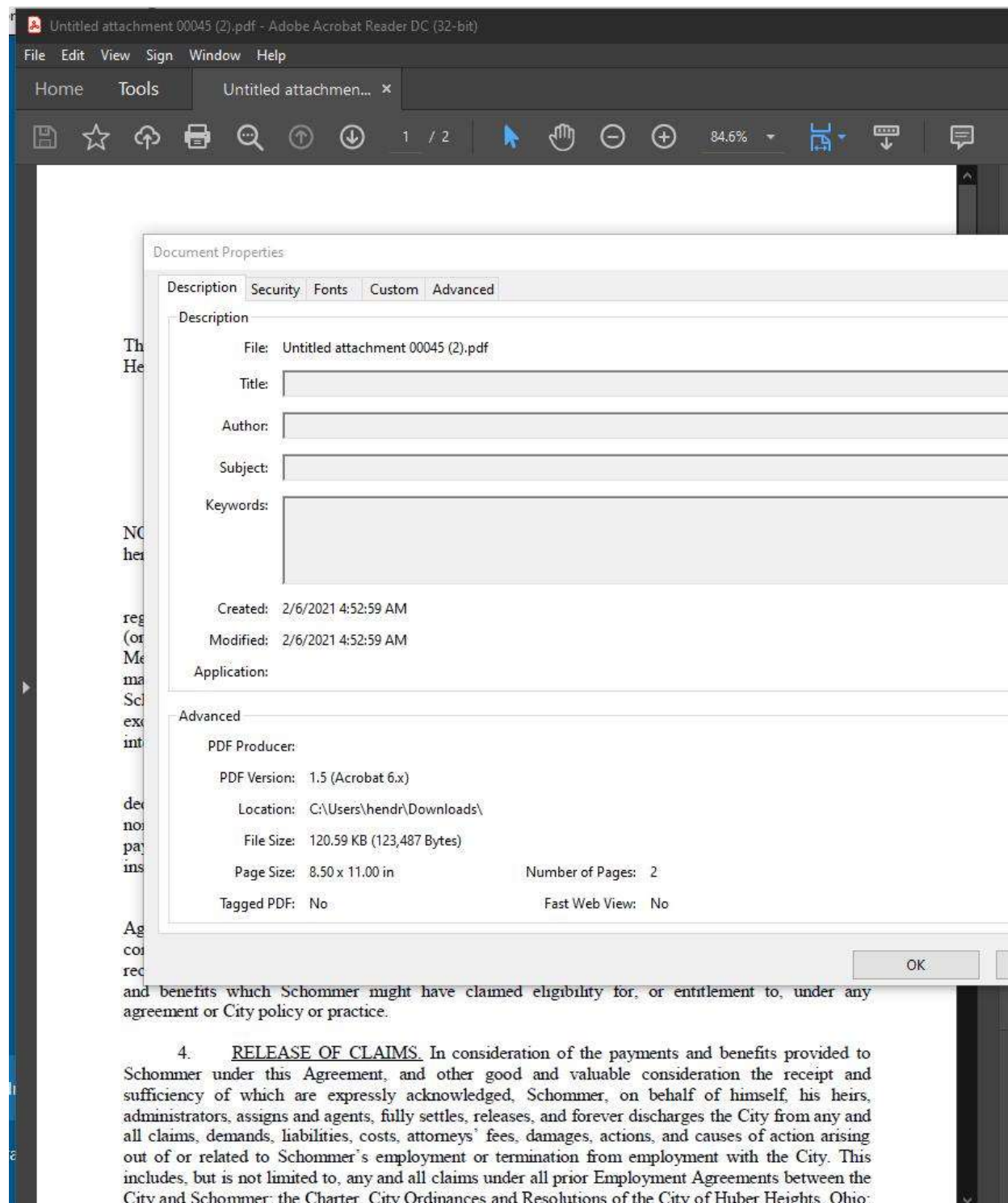
Date: MARCH 9, 2021



Gerald McDonald Law Director

Date: 3/10/21

Chapter 3 – City Manager Consulting Agreement metadata screen capture



EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ~~9TH~~ day of January, 2018, by and between the City of Huber Heights, Ohio, an Ohio municipal corporation, ("City") and Robert B. Schommer, (" Schommer").

WHEREAS, City desires to appoint Schommer as the City Manager of the City of Huber Heights, as provided for in Article VI of the Charter of the City of Huber Heights; and

WHEREAS, it is the desire of the City Council of Huber Heights to provide certain benefits and to establish certain conditions associated with the appointment of Schommer as set forth in this Agreement; and

WHEREAS, Schommer desires to accept the appointment as City Manager of Huber Heights, Ohio pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Nature of Appointment.

The parties mutually agree to terminate the Employment Agreement dated April 14, 2014 by and between the parties. Effective with the termination of that Employment Agreement, and the retirement of Robert B. Schommer from the Ohio Police and Fire Pension Fund, this Agreement shall take effect, and Schommer shall be immediately appointed the City Manager of the City of Huber Heights. As such, Schommer shall perform the functions and duties specified in the Charter and City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

As a result of the duties of City Manager Schommer is expected to respond to certain emergencies, and conduct activities associated with all city services; therefore, City will provide a City owned vehicle for his use.

Schommer agrees that he will support the Constitution of the United States, the Constitution of the State of Ohio, the Charter and all Ordinances of the City of Huber Heights, Ohio, and will at all times faithfully, honestly, and impartially discharge the duties of the office of the City Manager to the best of his abilities.

Section 2. Term of Agreement.

A. Schommer shall serve at the pleasure of the City Council. This Agreement shall become effective immediately upon the retirement of Schommer from the Ohio Police and Fire Pension Fund and remain in full force and effect from that date through the 31st day of December, 2022 subject to the termination provisions set forth within the Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Schommer to resign or retire at any time from his position with City. However, Schommer agrees to provide thirty

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Schommer to resign or retire at any time from his position with City. However, Schommer agrees to provide thirty (30) days' notice of his resignation and such resignation shall forfeit any right of severance, except as provided for in Section 3 (F) of this agreement.

C. Schommer agrees not to undertake any employment that would in any way hinder his ability to provide his full attention to the position of City Manager of Huber Heights. However, this shall not be construed to include occasional teaching or consulting performed outside of his working hours for the City and at his own cost, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Huber Heights.

Section 3. Termination and Severance Pay.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Schommer at any time with or without cause as provided by the City Charter.

B. Terminated "for cause" shall mean Schommer is terminated because of a violation of, or failure to comply with, the terms of this Agreement after being given a written notice which describes the violation and provides thirty (30) days for Schommer to cure the violation or obtain compliance thereof; conviction of any illegal act involving personal gain to Schommer or any other person; or for any felony or for any crime of moral turpitude which negatively impacts the City. In the event Schommer is terminated for cause then, in that event, City shall have no obligation to pay the severance sum designated herein.

C. In the event Schommer is terminated without cause, the City shall: (1) pay Schommer a lump sum cash payment equal to six (6) months of his annual base salary; (2) pay Schommer the unpaid balance of salary earned from the beginning of the then-current pay period through the date of termination; (3) pay for all accrued benefits in accord with the Employment Manual of the City applicable to all employees; (4) continue in full force and coverage all health, dental, and vision insurance and all other City provided benefits at City expense, for a period of twelve (12) months or until other coverage is provided to Schommer by a subsequent employer or said coverage is provided through retirement benefits (and is in full force and effect), whichever comes first. Schommer will continue to pay the employee portion of benefits in accord with the Employment Manual of the City applicable to all non-union employees. Said continuation of group health insurance coverage shall be in addition to any protection afforded Schommer by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.

D. In the event the City Council at any time reduces the salary, compensation or other benefits of Schommer in a greater amount than an applicable across-the-board reduction Schommer may, at his option, be deemed to be "terminated without cause" at the date of such reduction.

E. For purposes of complying with this Section 3 of this Agreement, appropriations held as an unencumbered fund balance in the General Fund or other account of the City shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this provision of the Agreement.

F. Resignation or retirement by Schommer forfeits any rights of severance under this Agreement, except for such rights as would be provided to any city employee upon resignation or retirement pursuant to the City personnel rules, policies and regulations.

G. Contemporaneously with the delivery of the severance pay set forth in this Agreement, Schommer shall execute and deliver to City a release, releasing City of all claims that Schommer may have against City.

Section 4. Salary.

City agrees to pay Schommer for his services rendered pursuant hereto as Schommer an annual base salary equivalent to the employee's most recent and current salary as City Manager which is currently (\$141,060) payable in installments at the same time as employees of the City are paid. City agrees to increase said salary by the annual Cost of Living Adjustment (COLA), if any, provided to city employees in accordance with the City of Huber Heights Performance Compensation Plan for Non-Bargaining employees (or other documents which may be adopted by City Council from time to time for non-union employee compensation), effective with the first pay period as all non-union City employees, without further action.

Section 5. Vacation, Sick and Other Leave.

Schommer shall be credited for his past accrued vacation and sick leave hours upon his retirement. Commencing with his reappointment Schommer shall be entitled to accrue hours for various leave (including but not limited to vacation leave, personal leave, and sick leave) at the rate and pursuant to City policies for non-bargaining employees. Schommer may opt to cash out the maximum number of hours per year of vacation time as provided for in the Employee Manual applicable to all employees.

Section 6. Retirement Benefits.

Schommer shall be covered and governed by the Ohio Public Employee's Retirement System (OPERS), with the City contributing its required percentage of base salary (based on a solely administrative position which shall not include the designation as a safety director or peace officer). As provided for in the City Personnel manual for non-union employees, the City agrees to pay a portion of Schommer's OPERS contribution (1% per year) on behalf of Schommer. Calculations for retirement contributions shall include all compensation normally reportable to OPERS.

Section 7. Insurance Coverage.

Schommer shall be covered by the same life, health, dental, vision, disability plans, including the Family Medical Leave Act and worker's compensation benefits, and any other insurance at least equal to that which is provided to employees of the City.

Section 8. Policies, Rules & Regulations of City

All provisions of the Charter, and policies, rules and regulations of City including those relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply

to Schommer as they would to non-union employees of City. All benefits which vary according to tenure shall be calculated and granted in accordance with City provisions.

Section 9. Residency.

In consideration of the standing Legal Opinion regarding Section 6.01 of the Charter of Huber Heights, there shall be no residency requirement for Schommer.

Section 10. Hours of Work.

It is expected that Schommer will typically work during normal City Hall office hours. However, it is recognized that Schommer must devote a great deal of time outside those normal office hours on business for the City including after hour meetings. Accordingly, and to that end, Schommer shall establish a work schedule necessary to fulfill his duties as City Manager. Schommer is not eligible for overtime or paid compensatory hours.

Section 11. Professional Development.

City agrees to pay the expense of memberships, registration, travel, meals and lodging in association with business-related conferences, education or other meetings, according to approved appropriation for travel, training, and professional dues in the annual City Budget.

Section 12. Indemnification.

City shall defend, indemnify and hold Schommer harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission in connection with a governmental or proprietary function and occurring during or arising out of Schommer's good faith performance of duties of City Manager. City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Schommer's term of appointment, and the otherwise expiration of this Agreement, to provide full and complete protection to Schommer by the City of Huber Heights, as described herein, for any acts undertaken or committed in his capacity as City Manager regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Schommer's appointment with City.

Section 13. General Provisions.

A. This Agreement sets forth and establishes the entire understanding between the City and Schommer relating to the appointment of Schommer as City Manager. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made part of the Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Schommer.

C. This Agreement shall become effective as defined in Section 2 and upon adoption and approval by the City Council of the City of Huber Heights.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

E. Contemporaneously with the execution of this Agreement, Schommer shall execute and deliver to City a Release signed by Schommer releasing and waiving any and all past potential claims Schommer has or may have against the City occurring prior to the execution of this Agreement. In exchange for said Release, City shall pay to Schommer with the next applicable pay period after execution of this Agreement and the Release, a one time lump sum payment of \$15,000.

IN WITNESS WHEREOF

CITY OF HUBER HEIGHTS, OHIO


Jeffrey Guro, Mayor

APPROVED AS TO FORM


Gerald L. McDonald, Law Director

SCHOMMER


Robert B. Schommer

AUTHENTICATION


Anthony C. Rodgers, Clerk of Council

- **ARTICLE V - LEGISLATION**
- **Section 5.01 - Ordinances and resolutions.**

Action of the Council shall be by ordinance, resolution or motion. Motion shall be used to conduct the business of Council in procedural matters, for elections conducted among and appointments made by Council and as otherwise provided in this Charter or the Rules of the Council. All other action shall be taken by ordinance or resolution. No action of Council shall be invalidated merely because the form or style thereof fails to comply with the provisions of Article V of this Charter, since it is not the intention of the people by the adoption of this Charter to require strict compliance with Article V of this Charter. All provisions of this Charter requiring majority or special majority votes shall be mandatory. Sections [5.04](#), [5.05](#), [5.06](#) and [5.09](#) of this Article V relating to the legislative procedures to be followed shall be mandatory, and all other provisions of Article V shall be directory only. The provisions of Article V of this Charter shall supersede the general laws of the State.

- **ARTICLE VI - CITY MANAGER**
- **Section 6.01 - Appointment; qualifications; compensation.**

Council, by an affirmative vote of no fewer than five (5) members, shall appoint a City Manager (referred to in this Charter as the "City Manager" or "Manager") for an indefinite period of time and shall fix the compensation of the Manager. The Manager shall be appointed on the basis of executive and administrative qualifications. At the time of appointment, the Manager need not be a resident of the City, but shall become a resident with six (6) months after appointment, unless otherwise temporarily authorized by Council.

- **Section 6.02 - Powers and duties.**

The City Manager shall be the chief executive and administrative officer of the City. The Manager shall be responsible to Council for the administration of all City affairs placed in the Manager's charge by this Charter or the City's ordinances and resolutions or the general laws of Ohio. It shall be the responsibility of the Manager to:

(1)

Ensure that all laws, provisions of this Charter, ordinances and resolutions of Council and contracts subject to enforcement by the Manager or by officers subject to the Manager's direction and supervision, are faithfully executed;

(2)

Submit to Council and make available to the public complete financial and administrative reports and inventory of City-owned or leased personal property as of the end of each fiscal year;

(3)

Prepare and submit the annual budget, appropriation measure and Capital Improvement Plan to Council;

(4)

Advise Council fully as to the financial condition and future needs of the City and make such recommendation to Council concerning the affairs of the City as deemed desirable, or as Council may require;

(5)

Direct and supervise the administration of all departments, divisions, or subunits thereof, offices and agencies of the City except as otherwise provided by this Charter;

(6)

Appoint and suspend, or remove any City employee or appointive administrative officer of the City pursuant to the rules and regulations with respect to the merit and personnel system and except as otherwise provided by this Charter;

(7)

Attend all Council meetings with the right to take part in discussion, but not to vote on any matter before the Council;

(8)

Provide such other reports as Council may require concerning the operations of the departments, divisions, offices and agencies that are subject to the Manager's direction and supervision;

(9)

Prepare and award contract, franchises and other agreements. Such contracts, franchises or agreements shall be authorized by ordinance or resolution of the Council; however, to the extent that such contracts, franchises and agreements involve obligations for which sufficient funds have been appropriated, Council may delegate to the Manager full or partial authority to execute said documents on behalf of the City without further approval by the Council. The City Attorney shall provide legal services to the City Manager with respect to the preparation and awarding of contracts, franchises and agreements. Any action by the City to acquire, construct, own, lease or operate a public utility shall be authorized by Council;

(10)

Perform such other duties as are specified in this Charter or may be authorized by ordinance or resolution or as required by Council by motion within the limits of this Charter and the City's ordinances and resolutions.

- **Section 6.03 - Removal.**

Council may remove the City Manager from office by an affirmative vote of no fewer than five (5) members of Council.

- **ARTICLE XII - INITIATIVE, REFERENDUM AND RECALL**

- **Section 12.01 - General authority.**

(B)

- *Referendum.* The qualified voters of the City shall have the power to require reconsideration by Council of any adopted ordinance or resolution provided that the power to require reconsideration shall apply only to the first ordinance, resolution or other measure required to be passed and not to any subsequent ordinances, resolutions or other measures relating thereto, and further provided that such power to require reconsideration of ordinances and resolutions shall not extend to the tax budget, or any ordinance relating to the appropriation of money, or salaries of nonelected City officers or employees or ordinances or resolutions adopted as emergency measures. If Council fails to repeal an ordinance or resolution so reconsidered, the voters may approve or reject such ordinance or resolution at a general, primary or special election.

Section 12.03 - Petitions.

(D)

Time for Filing Referendum Petitions. Referendum petitions must be filed within thirty (30) days after adoption by Council of the ordinance or resolution sought to be reconsidered. All petitions shall be filed with the election authorities. The election authorities shall review same for sufficiency according to law, and shall notify both the petitioners' committee and the Clerk of Council as to the outcome of said review.

Chapter 6 - City Council Meeting - March 8, 2021 transcript

Video link found at: <http://huberheightsoh.new.swagit.com/videos/114142#21146259>

[00:00:02]

WE'RE GOOD.

OKAY.

THANK

[1. Call The Meeting To Order - Mayor Jeff Gore]

YOU EVERYONE.

AND THIS IS THE CITY OF HUBER HEIGHTS, SUSTAINABLE OHIO CITY COUNCIL MEETING, REGULAR SESSION.

THIS IS OUR HYBRID IN-PERSON REMOTE MEETING.

TODAY'S DATE IS MARCH THE EIGHTH, 2021.

WE'RE GETTING STARTED AT ABOUT SEVEN OH THREE THIS EVENING.

10 pages removed for brevity

[13. Executive Session]

NEXT UP IS OUR NUMBER 13 EXECUTIVE SESSION.

WE DO HAVE A REASON FOR AN EXECUTIVE SESSION THIS EVENING.

UH, MR. MACDONALD, IF YOU COULD, DO YOU HAVE THAT PREPARED? YES.

MR. ROGERS, UM, IT WOULD BE A MOTION TO GO INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS TO CONSIDER THE EMPLOYMENT OF A PUBLIC EMPLOYEE.

IS THERE A MOTION, MS. BAKER? IS THERE A SECOND? SECOND, MS. BYRD SECONDS.

MR. ROGERS.

MR. OTTO.

YES.

MR. LYON.

YES.

MR. HILL.

YES.

MR. WEBB? YES.

MR. SHAW? YES.

MS. BAKER.

YES.

MR. CAMPBELL.

YES.

THIS IS BERG.

YES.

OKAY.

MOTION, UH, MOVE TO EXECUTIVE SESSION PASSES EIGHT ZERO.

OKAY.

IF WE COULD

[00:20:02]

CLEAR THE CHAMBERS, THEN CERTAINLY ONCE EXECUTIVE SESSIONS OVER THEN WE'LL COME BACK OUT TO THE DIASEND REPORT ON ANY ACTION TAKEN.

OKAY.

SO IT IS NOW SEVEN 45, AND WE HAVE COME OUT OF EXECUTIVE SESSION AND BASED ON THE DISCUSSION, UH, I WOULD HAVE A ENTERTAIN, A MOTION, UH, TO DIRECT THE CITY LAW DIRECTOR TO EXECUTE A RESIGNATION IN CONSULTATION AGREEMENT OF CITY MANAGER, ROB SHEL MAR FOR A TOTAL OF \$150,000, UH, FOR, UH, FOR THAT AGREEMENT.

IS THERE A MOTION MS. BAKER MOTIONS? IS THERE A SECOND, MR. HILL? WE HAVE A MOTION AND A SECOND.

IS THERE ANY FURTHER DISCUSSION MR. ROGERS? MR. LYONS, MR. LYONS, DID YOU HEAR ME? YES, I DID.

YES.

MR. HILL? YES.

MR. WEBB, MR. SHAW? YES.

MS. BAKER.

YES.

MR. CAMPBELL.

YES.

MRS. BERG.

YES.

MR. OTTO? YES.

AND THE MOTION CARRIES EIGHT TO ZERO.

UM, ASKED MR. MCDONALD, IF YOU WOULD, UH, GET WITH MR. SCHOMER AS QUICKLY AS POSSIBLE TO EXECUTE THOSE AGREEMENTS, HIS RESIGNATION IS EFFECTIVE UPON THE EXECUTION OF THAT AGREEMENT.

THERE WILL BE A SPECIAL CITY COUNCIL MEETING CALLED WITHIN THE NEXT 48 HOURS, UH, WITHIN 24 HOURS OF THE EXECUTION, THAT AGREEMENT TO NAME AN INTERIM CITY MANAGER.

AND WE WILL MOVE FORWARD FROM THERE.

THANK YOU, EVERYBODY.

HAVE A GREAT EVENING.

AND WE'LL SEE YOU.

SAME THIS MEETING AT SEVEN 48 IS ADJOURNED.

* This transcript was compiled from uncorrected Speech-to-Text.

Chapter 7 – City Council Emergency Meeting – March 10, 2021 transcript

Video Link can be found at:

<http://huberheightsoh.new.swagit.com/videos/114256#21148185>

[00:00:01]

OKAY, GOOD EVENING, EVERYONE.

IT IS FIVE 30.

WE'RE GOING TO GET STARTED.

THIS IS A SAFE HARBOR HEIGHTS CITY COUNCIL MEETING EMERGENCY SESSION.

UH, THIS IS A COMBINATION HYBRID IN-PERSON REMOTE MEETING TODAY IS MARCH 10TH, 2021.

AND LIKE I SAID, IT'S FIVE 30.

WE'RE GETTING STARTED.

UH, FIRST ORDER OF BUSINESS IS CALLED ME TO ORDER, UH, WHICH HAS HAPPENED NEXT.

MR. ROGERS, WOULD YOU CALL THE ROLL PLEASE? HERE? THIS BAKER, MR. CAMPBELL HERE.

MRS. BERG.

WE CAN'T HEAR TONY.

MRS. BERG.

MR. OTTO HERE.

MR. LYONS HERE, MR. HILL HERE.

MR. WEBB HERE ON MERIT OR I'M SORRY, HERE.

I WAS ALREADY MOVING ONTO THE NEXT.

ALL RIGHT.

I APPRECIATE THAT.

THEN EYE CONTACT, RIGHT? IT'S A LITTLE HARDER FROM THE BACK OF THE ROOM.

[An Ordinance Appointing Scott Falkowski To The Position Of Interim City Manager Of The City Of Huber Heights, And Declaring An Emergency. (first reading)]

NEXT UP IS I HAVE NUMBER THREE, WHICH IS OUR ONLY ITEM ON THE AGENDA THIS EVENING FOR THIS SPECIAL MEETING, WHICH IS ON THREE EIGHT, MR. ROGERS FEED RELEASE ITEM THREE, A AN ORDINANCE APPOINTING SCOTT, VAL KOSKI TO THE POSITION OF INTERIM CITY MANAGER OF THE CITY OF HEBREW HEIGHTS AND DECLARING AN EMERGENCY AT THE FIRST READING. IS THERE A MOTION, MS. BAKER? IS THERE A SECOND, MR. WEBB? SECOND, MR. HILL SECOND.

OKAY.

WE HAVE A MOTION AND A SECOND.

ANY DISCUSSION? YEAH, I THINK BEFORE WE GO THROUGH THIS AND MAKE THIS APPOINTMENT, I HAVE NO QUALMS WITH THE APPOINTMENT OF, UH, UH, OUR CHOSEN INTERIM CITY MANAGER, BUT, UH, I THINK WE NEED TO HAVE A PUBLIC DISCUSSION ABOUT HOW WE GOT TO THIS PLACE.

I'VE GOTTEN A LOT OF, UH, FEEDBACK AND CONTACT FROM MEMBERS OF OUR COMMUNITY RESIDENTS.

AND A LOT OF PEOPLE ARE VERY CONFUSED ABOUT WHAT'S GOING ON.

UM, TO BE QUITE HONEST WITH YOU, THERE ARE MEMBERS OF THIS COUNCIL.

THEY'RE A BIT CONFUSED ABOUT WHAT'S GOING ON AND HOW WE GOT HERE.

SO, UM, AGAIN, I'D LIKE TO OPEN UP A DISCUSSION TO TALK ABOUT HOW WE GOT HERE.

UM, WHAT EXACTLY IS, UH, THE STATUS OF MR. SCHUMER'S RELEASE? WE'LL SAY WE'LL CALL IT THAT.

AND, UM, AND HOW WE ENDED UP AFTER, UH, DISCUSSIONS ON MONDAY EVENING AND WHAT I, UH, BELIEVED WAS GOING TO BE A, OR WHAT I BELIEVED WAS A, WAS INSTRUCTIONS TO OUR LAW DIRECTOR TO HANDLE THE AGREEMENT, WRITE THE AGREEMENT, NEGOTIATE THE AGREEMENT, AND THEN, UH, MEET WITH MR. SCHOMER AND BRING IT BACK TO US.

AND IT APPEARS THAT THE AGREEMENT'S JUST DONE.

UM, SO I JUST KINDA WANT TO KNOW, BECAUSE I, I WAS UNDER A DIFFERENT UNDERSTANDING WHEN WE WENT INTO THIS, THAT WE WERE RELEASING OUR CITY MANAGER, NOT THAT HE HAD FOUND BETTER OPPORTUNITIES AND WAS MOVING ON FROM OUR CITY.

AND IF HE'S FOUND BETTER OPPORTUNITIES AND IS MOVING ON, THEN WE CERTAINLY DON'T OWE HIM ANY TYPE OF SEVERANCE IN MY OPINION.

SO I WOULD SAY, I DON'T BELIEVE THIS IS A, THE REASON THAT WE'RE HERE TO EVENING TO DISCUSS THIS.

THE ITEM ON THE AGENDA IS THE, UH, SPECIFIC TO THE APPOINTMENT OF AN INTERIM CITY MANAGER AT THIS POINT.

THAT'S CORRECT.

BUT THIS IS ABSOLUTELY GERMANE TO THIS DISCUSSION THOUGH.

WE WOULDN'T BE IN THIS POSITION, IF NOT FOR OUR CAPACITY.

WE'LL JUST SAY, ROB, HOMER'S LEAVING.

UH, AGAIN, I WAS UNDER AN UNDERSTANDING THAT THIS WAS GOING TO BE A RELEASE THAT WASN'T, UH, UH, WE, WE WERE NEGOTIATING A RELEASE, BUT I DID NOT, I WAS COMPLETELY UNAWARE THAT THERE WERE OTHER OPPORTUNITIES AND THAT HE WAS FREELY RESIGNING TO PURSUE ADDITIONAL OPPORTUNITIES.

IF THAT WERE THE CASE.

I CERTAINLY WOULDN'T HAVE AGREED TO A SEVERANCE PACKAGE OF ANY SORT.

YEAH.

I JUST WANT TO MAKE IT CLEAR THAT, THAT I FEEL LIKE THAT, UH, THERE WAS A LITTLE BIT OF A BAIT AND SWITCH GOING ON.

UM, I DON'T APPRECIATE IT.

UM, I FEEL KIND OF RUN OVER AND I KNOW A LOT OF THE RESIDENTS, OUR COMMUNITY FEELS THE SAME WAY AND I'LL, I'LL LEAVE IT AT THAT.

HANG ON TO DISCUSSION MR. SHAW.

THANK YOU, MAYOR.

MY DISCUSSION IS MORE OF A STATEMENT WITH SOME QUESTIONS, UM, UH, TO KIND OF CATCH EVERYTHING UP TO SPEED SINCE, UH, SINCE WE'RE ON THE TOPIC.

UM, THE PREVIOUS CITY MANAGER WAS FORMERLY HIRED, UM, BACK ON APRIL 14TH OF 2014, UH, IN THE MEETING MINUTES OF THAT MEETING, UH, THE AGREEMENT WAS PASSED WITHOUT UNANIMOUS VOTE.

UM, BEFORE MY TAKING OFFICE IN 2016, I ADVOCATED MY OPINIONS REGARDING THE EMPLOYMENT OF THE CITY MANAGER IN HUBER HEIGHTS IN 2018, DURING THE DISCUSSION OF THE RETIREE HIRE AGREEMENT, INCLUDING A PAYMENT OF \$15,000,

[00:05:01]

THEN I CONTINUED TO ADVOCATE MY POSITION AND MEETING MINUTES OF THAT MEETING, THAT AGREEMENT WAS PASSED WITHOUT UNANIMOUS VOTE.

THAT POSITION HAS REMAINED IN UP TO INCLUDING MARCH 8TH, 2021 WHEN CITY COUNCIL UNANIMOUSLY VOTED TO ACCEPT THE RESIGNATION OF ROBERT SCHOMER.

YES, MR. WEBB, I APOLOGIZE.

I WAS NOT FINISHED WITH MY COMMENTS, ONE PURPOSE FOR THIS MEETING TONIGHT.

CAN WE PLEASE STAY ON TOPIC FOR THIS MEETING? I AM SO, MR. YES, UH, MR. WEBB, I WOULD, I WOULD AGREE.

AND, UH, IN THE RULES OF COUNCIL, UH, THERE ARE PARTICULAR TYPES OF MOTIONS AND ITEM NUMBER D IS, UH, SPEAK TO SPECIFIC TO THE ORDER OF THE DAY ON THAT MEETING.

AND, UM, I WOULD AGREE THAT THIS TOPIC IS GETTING OFF DISCUSSION.

UH, THIS WAS A MEETING SPECIFIC EMERGENCY TO DISCUSS THE APPOINTMENT OF THE INTERIM CITY MANAGER.

THAT IS THE INTENTION OF THE MEETING THIS EVENING.

AND IF WE WANT TO HAVE DISCUSSIONS REGARDING HOW WE GOT HERE, WHERE WE'RE GOING, WHERE WE'VE BEEN, YOUR MISUNDERSTANDING OF THE VOTE THAT YOU AGREED TO, UH, WE CAN HAVE THAT DISCUSSION AT ANOTHER TIME, BUT THIS EVENING WE ARE HERE TO DISCUSS THE INTERIM CITY MANAGER APPOINTMENT BY MR. FALKOWSKI.

SO WE HAVE HAD A MOTION AND A SECOND, IS THERE ANY OTHER DISCUSSION SPECIFIC TO THE APPOINTMENT OF MR. FALKOWSKI AS INTERIM CITY MANAGER? MAYOR? YES.

MR. LYONS, THANK YOU.

THE MAYOR, UM, IN THE VIDEO, I DO NOT SEE ANYONE SITTING IN THE CITY MANAGER CHAIR IS SCOTT VOCALE SKI HAPPENED TO BE IN THE MEETING TONIGHT.

UH, MR. MCCALSKY IS NOT HERE THIS EVENING.

SO, UH, AND BRIAN, CHAD, KOWALSKI'S NOT HERE EITHER.

NO, SIR.

OKAY.

SO, UH, WHERE ARE WE IN THE CONTRACT B PROCESS IN OFFERING TO INTERIM CITY MANAGER, SCOTT, FULL CALCIUM.

UH, SO WITH, UM, WITH HE, HE HAS, UH, HE HAS AGREED TO BE THE INTERIM CITY MANAGER, UH, HIS WHOA.

SO MAYOR, HOW DO I KNOW THAT? DO I TAKE YOUR WORD FOR IT? WELL, I GUESS IF WE, IF, I GUESS IF WE APPOINT HIM AND THEN HE SAYS, NO, THEN THAT WOULD PUT US IN ANOTHER, IN ANOTHER POSITION.

NO, I DON'T HAVE ANY PROBLEMS WITH, UH, ASSISTANT CITY MANAGER, SCOTT FALKOWSKI.

I THINK HE'S A DELIGHTFUL PIC.

I'VE WORKED WITH HIM FOR 10 YEARS ON COUNCIL.

UH, I'M JUST WONDERING, UM, HOW FAR THE TRUST CAN GO WHEN YOU SAY SOMETHING AND, UM, YOU KNOW, WHETHER I BELIEVE THAT ANYMORE OR NOT, UM, AND THIS GOES BACK TO, UM, THE ISSUE AT HAND, UH, YOU SET THE AGENDA, THERE'S NO DISCUSSION AND YOU'RE SHUTTING DOWN MR. SHAWL, UM, WITH THE DISCUSSION AND YOU KNOW, THAT IS YOUR RIGHT, BUT IN MY OPINION, UH, JEFF, YOU PERPETUATED A FRAUD AGAINST THE CITIZENS OF HUBER HEIGHTS IN THIS POSITION WE'RE IN.

YEAH, THIS IS ENOUGH.

YOU ARE CERTAINLY CERTAINLY ENTITLED TO YOUR OPINION.

WE ARE HERE.

UH, IN FACT, THE VIDEO, IF YOU, IF YOU GO BACK AND WATCH THE VIDEO AT THE END OF THE LAST COUNCIL MEETING, IT WAS MADE VERY CLEAR TO EVERYONE.

UH, MR. OTTER, YOU USED THE WORD HANDLE, BUT I BELIEVE THE WORD WE GAVE TO THE LAWN RECTOR WAS TO EXECUTE.

UM, I BELIEVE EVERYONE KNOWS WHAT THE TERM EXECUTE MEANS.

THAT MEANS TAKE ACTION.

WELL, ACTUALLY, MAYOR MR. LYONS, THAT WAS MR. LYONS.

THAT WAS WHAT WAS SAID.

THAT WAS WHAT WAS SAID AT THE MEETING.

THE LAW DIRECTOR WAS DIRECTED TO EXECUTE IT'S THE VIDEO WHEN THE VIDEO WAS DONE, ONCE WE WERE FINISHED.

AND AFTER THAT, WHAT WAS TAKEN AFTER THE EXECUTIVE SESSION, IT WAS MADE VERY CLEAR THAT WE WOULD HOLD, UH, A SPECIAL MEETING WITHIN 48 HOURS.

I'M MEETING TO DISCUSS THE, THE, UH, UH, APPOINTMENT OF AN INTERIM CITY MANAGER.

ALL THAT IS ON VIDEO.

ALL THAT IS ON RECORD.

UH, MR. OTTO, YOU'VE LEANED OVER TO ME AND SAID, HEY, CAN WE TAKE CARE OF THIS PRETTY QUICK? CAUSE I'M GOING OUT OF TOWN AT THE END OF, UH, AT THE END OF WEDNESDAY.

SO I'D LIKE TO MAKE SURE THAT WE COME AND WE CAN WRAP THIS UP IN ABOUT 10, 15 MINUTES.

WE HAD THAT DISCUSSION RIGHT HERE.

SO FOR YOU TODAY TO ACT LIKE YOU DON'T KNOW WHAT WAS GOING ON AND WHAT THIS MEANS ABOUT IS JUST COMPLETELY UNNECESSARY.

THERE'S AN EMOTIVE WITNESS DIRECTOR COME THERE HAS BEEN THERE.

HOLD ON.

I AM STILL THE PRESIDING OFFICER, MEANING THERE HAS BEEN A MOTION AND A SECOND, AND THERE'S NO FURTHER DISCUSSION IN REGARD TO HERO ASKING GUSHING YOUR COMMENTS TO ME SINCE I WAS THE ONE THAT WAS CALLED ON, EXECUTES YOUR LINES.

YOU'RE OUT OF ORDER.

THERE HAVE BEEN A MOTION THERE.

SECOND TO DISCUSS, EXECUTE MY UNDERSTANDING AT THE TIME.

AND THE LAW DIRECTOR HAS COMMUNICATED WITH ME

[00:10:01]

THAT I WAS IN ERROR, BUT MY UNDERSTANDING OF EXECUTE AT THE TIME WAS THAT, UH, THIS WOULD BE BROUGHT BACK TO COUNCIL TO VOTE ON. SO THIS COUNCIL AND I VOTED ON IT, UM, UH, JU JUST AGREED TO PAY \$150,000, UH, FOR A, UM, UH, CONSULTING AGREEMENT BASED ON THE WORD EXECUTE.

NOW, I FIND THAT STRANGE THAT THAT WORD WAS USED BECAUSE USUALLY WHEN WE DIRECT THE CITY MANAGER STAFF TO NEGOTIATE A CONTRACT AND THEN ENTER INTO A CONTRACT, THEY'RE USUALLY LOW NUMBERS.

UH, I BELIEVE ONE OFF THE TOP OF MY HEAD FARMER, CITY MANAGER.

UM, IT WAS A COPYING LEASE AND AGREEMENT AND IT WAS FOR A FEW THOUSAND DOLLARS.

I BELIEVE THIS WAS \$150,000 MR. LONG, MR. LYONS, YOU SAYS EXECUTE CENTRAL LINES MENTIONED THAT IT IS MY PREROGATIVE.

I AM THE PRESIDING OFFICER OF THE MEETING.

AND BASED ON THE MOTION, I CAN DIRECT THE DISCUSSION BACK TO THE, UH, TO THE MEETING ITEM AT HAND.

AND THAT'S WHAT WE'RE GOING TO DO.

IF THERE IS ANY DISCUSSION ABOUT MR. FALKOWSKI, THE WHOLE PURPOSE, AND THE REASON THAT WE'RE HERE, I WOULD BE MORE THAN HAPPY TO HEAR IF WE WANT TO HAVE A DISCUSSION REGARDING MR. SCHOMER.

WE CAN CERTAINLY DO THAT AT ANOTHER TIME, BUT THAT'S NOT THE PURPOSE WE'RE HERE THIS EVENING.

MRS. BURCH.

THANK YOU.

YOU JUST SAID WHAT I WAS GOING TO SAY.

CAN WE CALL A VOTE, PLEASE? IF THERE'S NO FURTHER DISCUSSION ON THE APPOINTMENT OF MR. AND YES, MR. SHAW, THANK YOU.

YOU SAY THAT THIS DISCUSSION CAN HAPPEN IN ANOTHER TIME, WEDNESDAY AT OTHER TIME, WHATEVER COUNSEL YOU EVER COUNCIL CHOOSES.

I THINK COUNCIL IS A BODY CAN CALL A SPECIAL MEETING OF COUNCIL AT 6:00 PM TO DISCUSS, UH, THE, UH, UH, THE OPEN, HONEST AND TRANSPARENT, UM, UH, RELEASE OF A FORMER CITY MANAGER.

AND, AND IN MY OPINION, THAT IS EMOTION.

WE ARE, WE HAVE A MOTION ON THE FLOOR, SO YES, THAT WAS ALREADY, THERE WAS ALREADY A MOTION ON THE FLOOR.

WHAT MR. MERRITT AND KEEPING OPEN, HONEST AND TRANSPARENT.

ARE YOU WILLING TO CALL AS THE CHAIR OF THIS, UH, UM, A MEETING, A SPECIAL COUNCIL MEETING TOMORROW AT 6:00 PM TO DISCUSS THIS TOPIC? I THINK WHAT COULD PROBABLY DISCUSS THAT THE WORK SESSION? YES.

I I'D HAVE TO CHECK.

I'M NOT SURE THAT I'M AVAILABLE TOMORROW EVENING, BUT I'M REALLY HAPPY TO ADD THAT TO, TO A WORK SESSION DISCUSSION.

IF THERE'S NO FURTHER DISCUSSION REGARDING SPECIFICALLY TO MR. MCCALSKY BEING APPOINTED THE INTERIM CITY MANAGER, THEN I'M GOING TO ASK MR. ROGERS TO CALL THE ROLE.

OKAY.

THIS WOULD BE THE FIRST MOTION WOULD BE A MOTION TO WAIVE THE SECOND READING.

YES.

I DON'T KNOW IF THAT WAS CLARIFIED.

UM, AND THEN THERE WOULD NEED TO BE A MOTION TO ADOPT AS WELL, SINCE IT IS AN ORDINANCE.

OKAY.

SO THE FIRST MOTION MS. BAKER, WAS THAT A MOTION TO WAIVE MR. HILL SECONDED.

THAT WAS A MOTION TO WAIVE MR. MR. MR. WEBB, MR. HILL ACTUALLY ANSWERED.

OKAY.

SO I, I ACTUALLY RECOGNIZE MR. HILL'S SECOND.

OKAY.

OKAY.

SO MR. ROGER, WOULD YOU CALL THE ROLE FOR THE MOTION TO WEIGH THIS? I DO HAVE A PARLIAMENTARIAN QUESTION FOR THE CLERK.

IF I MAY REGARDING THE VOTE, HOW MANY VOTES IS NEEDED TO PASS, PASS THIS AND WEIGH THE SECOND READING SEX SIX.

THANK YOU, MS. BAKER.

YES.

MR. CAMPBELL.

YES.

MRS. BERG.

YES.

MR. OTTO.

YES.

MR. LYONS, TONY.

I HAD A HARD TIME HEARING.

CAN YOU PLEASE, UH, UH, RESTATE WHAT WE'RE VOTING ON? THIS IS A MOTION TO WAIVE THE SECOND READING.

OKAY.

UH, SO THERE'S NO EXECUTE IN THAT MOTION.

OKAY.

I SAY YES.

MR. HILL.

YES.

MR. WEBB.

YES.

MR. SHAW.

NO.

OKAY.

MOTION.

THE WAVE CARRIES SEVEN TO ONE NEXT I'LL ENTERTAIN A MOTION TO APPOINT OR TO ADOPT THE APPOINTMENT OF MR. INTERIM CITY MANAGER.

IS THERE A MOTION MR. WEBB MOTION FOR A SECOND? MS. BAKER, WE HAVE A MOTION AND A SECOND.

ANY DISCUSSION ON THIS MOTION MAYOR? YES.

MR. LYONS, IT NEEDS TO BE SPECIFIC TO THE APPOINTMENT OF MR. FALKOWSKI AS THE INTERIM CITY MANAGER.

WE WON'T HEAR ANYTHING ELSE.

THANK YOU, MAYOR.

I APPRECIATE THAT, UH, PIECE OF ADVICE.

UM, I'M SURE.

UH, ASSISTANT CITY MANAGER, SCOTT FALKOWSKI IS LISTENING.

AT LEAST I WOULD HOPE HE WAS LISTENING.

I'VE THE HONOR OF WORKING WITH SCOTT .

UH, MY 10 YEARS ON COUNCIL, I FIND HIM TO BE A MAN OF INTEGRITY, UH,

[00:15:01]

HONESTY, UH, ONLY SURPASSED BY HIS HARD WORK AND ETHICS.
I LOOK FORWARD TO WORKING WITH SCOTT AS INTERIM CITY MANAGER.

AND, UH, IF I CAN BE OF ANY HELP, UH, HE CAN CALL ON ME AT ANY TIME.

UH, MAYOR JUST WANTED YOU TO KNOW THAT'S HOW MUCH I APPRECIATE SCOTT FOLK HOUSE, I AS WELL.

AND I THINK HE'S PROBABLY LISTENING AND APPRECIATE YOUR COMMENTS AND IN THE COMMENTS AND RESPECT TO MR. FERGUSON, MR. ROGERS, MR. CAMPBELL.

YES.

THIS IS BURJ.

YES.

MR. OTTO? YES.

MR. LYONS? YES.

MR. HILL.

YES.

MR. WEBB.

YES.

MR. SHAW.

YES.

MS. BAKER.

YES.

AND MOTION CARRIES TO THE POINT, SCOTT FOR CASKEY, THE POSITION OF INTERIM CITY MANAGER OF THE SEA OF HEBREW HEIGHTS.

CONGRATULATIONS, MR. MCCALSKY.

IT IS NOW FIVE 46, SARAH, ON THE CONVERSATION OF THE ADDITIONAL CONVERSATION WE HAVEN'T IRONED OUT.

IS THAT GOING TO BE AT THE NEXT WORK SESSION OR A SPECIAL MEETING? BECAUSE I THINK THE RESIDENTS OF THIS COMMUNITY REALLY NEED AN OPEN, HONEST INTEREST EXPERIENCE.

WE WEREN'T HAPPY TO DISCUSS THAT THE WORK SESSION.

I HAVE A QUESTION FOR THE LAW DIRECTOR, IF AT THE WORK SESSION, IT IS DEEMED THAT THE, UH, THE CONTRACT, THE AGREEMENT AND THE RESIGNATION THAT HAS SINCE BEEN SUPPLIED AFTER MONDAY, NIGHT'S VOTE IS DEEMED UNACCEPTABLE.

IS THERE ANY ROLLBACK PROCEDURES ON THAT? I WOULD HAVE TO CHECK ON THAT BECAUSE IT IS ACTIVE COUNCIL THAT WAS PASSED AND THERE'S, I'D HAVE TO CHECK ON IT TO BE HONEST WITH YOU.

I WILL HAVE THAT BEFORE THE MEETING YOUR ANSWER.

THANK YOU.

YES.

MS. BAKER? YES.

YEP.

YEP.

NEXT TUESDAY.

OKAY.

IT'S FIVE 47.

THIS MEETING IS.

* This transcript was compiled from uncorrected Speech-to-Text.

Chapter 8 – City Council Special Meeting – March 15, 2021 transcript

Video link found at: <http://huberheightsoh.new.swagit.com/videos/116285#21171163>

[00:00:02]

YEAH,

[1. Call The Meeting To Order - Mayor Jeff Gore]

GOOD EVENING EVERYONE.

AND THANK YOU SO MUCH FOR ATTENDING THIS SAFE HUBER HEIGHTS CITY COUNCIL MEETING SPECIAL SESSION.

UH, TODAY IS MARCH 15TH, 2021, AND WE'RE GETTING STARTED AT FIVE 40.

WE HAD SOME TECHNICAL DIFFICULTIES WITH, UM, UH, COUNCIL.

WE'RE TRYING TO GET LOGGED ON TO THE MEETING.

SO, UH, WE ARE GETTING STARTED ABOUT 10 MINUTES LATE, BUT IT IS FIVE 40 AND I'M OFFICIALLY CALLING THIS MEETING TO ORDER MR. ROGERS, WOULD YOU CALL THE ROLL PLEASE? MR. SHAW HERE, MS. BAKER, MR. CAMPBELL HERE.

THIS IS BURJ HERE, MR. OTTO HERE.

MR. LYONS, MR. HILL, ERIC.

MR. WEBB HERE, AMERICORPS HERE.

ITEM NUMBER THREE IS NEW BUSINESS UNDER CITY COUNCIL ITEM A MR.

[A Resolution Accepting The Resignation Of And Ratifying And Approving A Consulting Agreement With Robert Schommer. (first reading)]

ROGERS, WOULD YOU PLEASE READ ITEM THREE EIGHT ITEM THREE.

HEY, A RESOLUTION ACCEPTING THE RESIGNATION OF AND RATIFYING AND APPROVING A CONSULTING AGREEMENT WITH ROBERT SCHUMMER OR THE FIRST READING IT.

THANK YOU, MR. ROGERS.

UH, WHAT I WOULD LIKE TO DO NOW IS DEFER TO MR. MACDONALD AND HAVE MR. MCDONALD'S KIND OF EXPLAINED THE PROCESS AND, UH, WHAT THE, KIND OF THE PURPOSE OF THIS PARTICULAR RESOLUTION IS MR. MAGELLAN, IF YOU WOULD.

AND, UM, TWO FUNDAMENTAL PROVISIONS WERE DISCUSSED AND DETERMINED.

ONE ROD SHOMER WOULD RESIGN TOO.

IT WAS A LIVE STREAM ON, IN THE BACKGROUND.

COULD YOU PLEASE TURN IT OFF FOR THE BACKGROUND? I CAN'T TELL YET, BUT I'M NOT HEARING ANYTHING RIGHT NOW, SO, WELL, I'M NOT HEARING, I'M NOT HEARING THAT FEEDBACK NOW, SO I THINK MIGHT BE OKAY, MR. MCDONALD'S YOU WOULD MIND STARTING OVER.

I'D APPRECIATE THAT, PLEASE.

SO NOT A PROBLEM ON MARCH 8TH, TWO FUNDAMENTAL PROVISIONS WERE DISCUSSED AND DETERMINED.

ONE ROB SHOMER WOULD RESIGN AND TWO, THE CITY WOULD PAY 150,000 FOR A CONSULTING AGREEMENT.

COUNSEL UNANIMOUSLY DIRECTED ME TO GET THE RESIGNATION AND EXECUTE THE AGREEMENT THAT WAS DONE.

MR. SCHIRMER RESIGNED, THE AGREEMENT WAS SIGNED PAYMENT IS TO BE MADE WITHIN SEVEN DAYS AT THE APPOINTMENT OF THE INTERIM CITY MANAGERS QUESTIONS ARE ROSE AS TO THE PROCESS.

THE PROCESS WAS NOT TYPICAL, BUT IT WAS LEGAL AND THE AGREEMENT IS BINDING BECAUSE OF ALL THE ATTENTION.

THIS PROCESS RECEIVED THE MARIJUANA TO PROCEED WITH LITIGATION.

AND I CANNOT STRESS ENOUGH THAT THE EXISTING AGREEMENT IS A BINDING OBLIGATION OF THE CITY.

WHILE I'M HOPEFUL THAT THIS LEGISLATION PASSES JUST FOR CONSISTENCY PURPOSES, WHETHER IT DOES OR DOESN'T IS IRRELEVANT TO THE EXISTENCE OF THE ORIGINAL LEGAL BINDING OKAY.

AGREEMENT.

THERE'S NOTHING TO CHANGE THE FACT THAT WE HAVE AN AGREEMENT IN PLACE.

THANK YOU, MR. MCDONALD'S.

SO BEFORE WE MOVE ON, UH, FOR EMOTION IN A SECOND, I DO WANT TO MAKE SURE EVERYONE DOES KNOW, UH, ANYONE HERE WHO WISHES TO SPEAK.

YOU'LL CERTAINLY HAVE THAT OPPORTUNITY.

UH, THIS IS JUST A LITTLE BIT OF A DIFFERENT PROCESS BECAUSE THIS IS UNDER THE CIRCUMSTANCES AND THE, AND THE SPECIAL SESSION THAT WE'RE IN, BUT EVERYONE WILL HAVE AN OPPORTUNITY TO SPEAK.

UH, I BELIEVE WE'VE HAD A COUPLE OF EMAILS HAVE COME THROUGH AND MR. ROGERS WILL READ

[00:05:01]

THOSE AND, UH, CERTAINLY I'LL DO MY BEST TO ANSWER EVERYONE'S QUESTIONS.

UM, BUT THE, WE WILL GO THROUGH THE PROCESS NOW OF GETTING A, UH, I WOULD ENTERTAIN A MOTION REGARDING ITEM THREE AND THAT RESOLUTION, AND THEN WE WOULD OFFER DISCUSSION AS WE, AS WE ALWAYS DO.

UH, ONCE WE GET INTO THE DISCUSSION PHASE, UM, I'D HAVE A, I DO HAVE A STATEMENT THAT I WOULD LIKE TO READ TO THE COMMUNITY AND I WILL.

UM, I'M ACTUALLY, I PLAN ON GOING DOWN TO THE PODIUM AND SPEAKING TO THE COMMUNITY.

AND THEN ONCE THAT, UH, ONCE I READ THAT STATEMENT, THEN CERTAINLY, UH, I WILL OPEN IT UP TO DISCUSSION BY, UH, COMMUNITY MEMBERS.

AND THEN WE CAN FINISH UP WITH ANY DISCUSSIONS THAT COUNCIL MAY HAVE, UH, FOR MYSELF OR MR. MCDONALD REGARDING THE AGREEMENT THAT WAS IN THE NMC VOTED ON AT THE MARCH 8TH MEETING.

UH, SO WITH THAT BEING SAID, UH, THE RESOLUTION HAS BEEN READ.

I HOPE EVERYBODY UNDERSTANDS THE PROCESS THAT WE'LL GO THROUGH THIS EVENING.

UH, I WOULD NOT ENTERTAIN A MOTION TO ADOPT.

MR. CAMPBELL HAS A MOTION TO ADOPT.

IS THERE A SECOND, MR. WEBB? SO WE HAVE A MOTION AND A SECOND, UH, NOW FOR THE DISCUSSION PORTION, AND THIS IS WHERE WE WILL GO THROUGH THE PROCESS THAT I HAD, UH, OUTLINED BEFORE.

REALLY APPRECIATE EVERYBODY COMING THIS EVENING.

AND FOR THOSE WHO ARE WATCHING, UH, APPRECIATE YOU TUNING IN.

I KNOW THIS IS A DIFFICULT PROCESS, DIFFICULT TIME THE CITY IS GOING THROUGH RIGHT NOW, AND I CERTAINLY NEVER HAD ANY INTENTION OF KEEPING ANY OF THIS DISCUSSION OUT OF THE PUBLIC EYE, BUT WE DO HAVE A RESPONSIBILITY TO FOLLOW A PROCESS.

AND I BELIEVE THAT'S, WHAT'S GOTTEN US TO THIS POINT.

SO WITH THAT SAID, I DO HAVE A STATEMENT THAT I WANT TO READ AND THEN WE'LL GET INTO A FURTHER DISCUSSION.

SO I WOULD LIKE TO SAY THAT ROB SHOMER IS MY FRIEND.

I BUILD A RELATIONSHIP WITH ROB OVER THE LAST THREE YEARS.

ONE BASED ON MUTUAL RESPECT FOR THE JOBS THAT WE WERE REQUIRED TO DO THE EVENTS THAT TOOK PLACE LAST WEEKEND ARE UNDOUBTEDLY THE MOST AGONIZING EVENTS I'VE EVER HAD TO MANAGE PROFESSIONALLY.

YES, I BEGAN THE DISCUSSION ABOUT MOVING THE CITY IN A DIFFERENT DIRECTION IN REGARD TO THE CITY MANAGER.

NOW, THAT BEING SAID, ROB WAS AN EMPLOYEE OF THE CITY FOR OVER 24 YEARS, WORKING HIS WAY FROM A PATROLMAN TO THE CHIEF OF POLICE, TO AN INTERIM CITY MANAGER, TO BECOMING OUR CITY MANAGER.

I HOPE I CAN CONVEY TO YOU THAT JUST BECAUSE I BELIEVED IT WAS TIME TO MOVE IN A DIFFERENT DIRECTION, DOES NOT MEAN THAT ROB'S CONTRIBUTIONS WEREN'T VALUABLE.

AND HIS FUTURE CONTRIBUTIONS TO THIS CITY, TO THE INTERIM CITY MANAGER IN A CONSULTING ROLE ARE EXTREMELY VALUABLE AS WELL.

ROB HAS INTIMATE KNOWLEDGE OF MULTIMILLION DOLLAR CONTRACTS WORTH OF DEVELOPMENT.

ROB HAS RELATIONSHIPS WITH THOSE DEVELOPERS AND KNOWLEDGE OF CURRENT NEGOTIATIONS.

ROB WAS THE SOLE CITY EMPLOYEE THAT DEALT WITH THE MANAGEMENT OF THE ROSE MUSIC CENTER.

AND IF WE HOPE TO HAVE A SUCCESSFUL SEASON THIS YEAR ROB'S RELATIONSHIP WITH MIKE SMITH, THE CEO OF MIMI WILL BE INSTRUMENTAL IN THAT TRANSITION.

THIS IS THE REASON FOR THE CONSULTATION AGREEMENT.

THE COUNCIL MEMBERS APPROVED LAST MONDAY NIGHT AFTER THE EXECUTIVE SESSION.

AND LATER I WOULD EVEN ASK OUR INTERIM CITY MANAGER, MR. MCCALSKY, UH, WHAT ROLE HE WOULD EXPECT ROB TO PLAY IN THIS FUTURE CONSULTATION AGREEMENT.

SO IT IS MY INTENTION TO ADDRESS ALL OF YOUR QUESTIONS THIS EVENING AND YOUR CONCERNS.

AND WE WILL DO THAT IN JUST A MINUTE.

I WILL ANSWER YOUR QUESTIONS.

HOWEVER, THIS COUNCIL HAS ALWAYS TAKEN THE POSITION THAT WE DO NOT DISCUSS PERSONNEL MATTERS PUBLICLY.

SO I WON'T BE DISCUSSING ANY OF THE DETAILS BEHIND THE SEPARATION OF ROB AND THE CITY, BUT I STAND BEHIND THAT DECISION THAT WAS MADE BY THIS COUNCIL BEHIND ME AND AN EIGHT TO ZERO VOTE.

WHAT I WANT TO SAY TO EVERYONE LISTENING NOW IS I DO BELIEVE THAT ALL THE CONFUSION THAT HAS RISEN OUT OF THIS HAS BEEN NOTHING BUT CHEAP POLITICS AND GAMESMANSHIP.

I THINK IT'S OBVIOUS TO EVERYONE THAT THE CONFUSION THAT HAS BEEN CREATED IS BY MEMBERS OF THIS COUNCIL WHO ARE ON THE BALLOT.

THIS MAY AS MUCH AS I WOULD LIKE TO DEFEND MYSELF PERSONALLY, OR THE ACTIONS THAT THIS COUNCIL VOTED ON.

[00:10:01]

I PROMISED MY WIFE AND CHILDREN, AND I WOULD NEVER DO ANYTHING TO CAUSE THEM EMBARRASSMENT WHILE DOING THIS JOB.
SO I REFUSE TO GET IN A POLITICAL TIT FOR TAT WITH MY POLITICAL OPPONENTS.

I'M NOT TRYING TO BE THE MAYOR OF HUBER HEIGHTS.

I AM THE MAYOR.

AND ALTHOUGH I HAVE THE BURDEN OF PROOF OF PROVING, THOSE ALLEGATIONS ARE FALSE THAT HAVE BEEN CLAIMED AGAINST ME OVER NEWS REPORTS AND MY MISQUOTES AND SOCIAL MEDIA AND VIDEOS.

I HAVE A MUCH BIGGER RESPONSIBILITY THAN THAT.

I HAVE THE RESPONSIBILITY AND THE REPUTATION OF OUR CITY, KEEPING THE PEACE.

AND MOST IMPORTANTLY, HELPING OUR CITY HEAL THROUGH TOUGH TIMES.

AND THIS IS ONE OF THOSE TIMES WE WILL GET THROUGH THIS AND WE WILL BE BETTER FOR IT.

I TALKED TO MY OWN CHILDREN ABOUT LEADERSHIP, AND I'VE TALKED TO MY STUDENTS IN GOVERNMENT CLASS ABOUT LEADERSHIP.

I'VE HAD DISCUSSIONS ABOUT LEADERSHIP OF MY PASTOR, MY PRINCIPALS AT SCHOOL I'VE EVEN DISCUSSED LEADERSHIP WITH MY SUPERINTENDENT, MR. BESARA.

AND I UNDERSTAND THAT PEOPLE MAY DISAGREE WITH MY DECISIONS OR RECOMMENDATIONS, AND WE CAN DEBATE THOSE DECISIONS PUBLICLY AS IT SHOULD BE.

I KNEW WHEN I MADE THIS CHOICE AND TOOK MY OATH, THAT I'D GET PUNCHED AND BEAT UP ON SOCIAL MEDIA AND THAT'S OKAY, PEOPLE ARE ALLOWED TO DISAGREE.

AND I'M OKAY WITH THAT.

I CAN TELL YOU STANDING HERE TONIGHT THAT EVERY DECISION THAT I'VE MADE HAS BEEN BASED ON WHAT I THOUGHT WAS BEST FOR EACH AND EVERY RESIDENT OF THE CITY AND ALWAYS THE RIGHT THING TO DO.

I WILL TURN THIS PODIUM AROUND AND MR. SCHOMER WILL, I'M SORRY.

MR. ROGERS WILL REVIEW, UH, THE QUESTIONS THAT HE HAS RECEIVED OR THE PEOPLE WHO WANTED TO ASK QUESTIONS AND YOU CERTAINLY FEEL FREE.

THAT'S SURROUNDING THE SEPARATION OF ROB, BUT ANYTHING ABOUT THE PROCESS.

AND THEN YOU WANT TO KNOW WE'LL ANSWER ALL THAT.

THANK YOU.

I'LL BRING THIS BACK.

SO, OKAY.

SO FIRST UP WE HAVE, UH, MR. JOE HENDRIX, PLEASE COME TO THE VOTING FIRST.

YOU DO YES.

THE ORDER AND RECEIVE, HI, JOE, HOW ARE YOU? HOW ARE YOU DOING MR. MAYOR? I'M REALLY WELL THINKING WAY TO ADDRESS YOU, MR. MAYOR, HOWEVER YOU LIKE IS FINE.

SO I HAVE A COUPLE OF THOUGHTS ON TONIGHT'S UP A SPECIAL MEETING SESSION.

MY FIRST THOUGHTS ON THIS FIRST AGENDA ITEM, UH, I THINK IT SHOULD BE SPLIT INTO TWO RESOLUTIONS.

THE REZ, THE AGENDA ITEM, AS IT STANDS IS A RESOLUTION ACCEPTING THE RESIGNATION AND RATIFYING AND APPROVING A CONSULTING AGREEMENT.

ROB SCHUMER.

I THINK IT SHOULD BE SPLIT THE TWO.

YOU SHOULD HAVE THE FIRST RESOLUTION OF WHICH SHOULD BE TO ACCEPT THE RESIGNATION OF MR. SCHUMER.

AND THE SECOND ONE SHOULD BE TO RATIFY AND APPROVE THE CONSULTING AGREEMENT.

UM, EVEN THE LAW DIRECTOR JUST ANNOUNCED THAT THOSE WERE TWO FUNDAMENTAL ISSUES.

UM, IN FACT, THE CITY CHARTER SAYS THAT EACH RESOLUTION IN ORDINANCE SHOULD BE ONE SUBJECT.

UM, SO YOU SHOULD ALL VOTE TODAY JUST TO HAVE THOSE AS TWO SEPARATE RESOLUTIONS.

UH, MY SECOND THOUGHT IS ON THE CONSULTATION AGREEMENT, WHICH A LOT OF THIS MAY NOT APPLY.

UM, CAUSE HE SAID THAT IT WAS ALREADY IN WRITING AND IT CAN'T BE CHANGED.

BUT MY THOUGHT IS THAT HIS ANNUAL SALARY FOR 2020, ACCORDING TO PUBLIC RECORDS WAS ABOUT 150,000 ANNUAL IS A 12 MONTH PERIOD.

UM, THE CURRENT CONSULTING AGREEMENT SAYS HE'S GOING TO BE PAID \$150,000, AND THEN HE'S GOING TO BE AVAILABLE FOR CONSULTATION THROUGH SEPTEMBER 8TH, 2021, WHICH IS ABOUT SIX MONTHS FROM NOW.

THAT MAKES IT ABOUT DOUBLE HIS SALARY NOW BECAUSE IT'S 150,000 FOR SIX MONTHS IS AN ANNUAL SALARY OF 300,000.

UM, I DON'T THINK HIS ASSAULTING PAYMENT SHOULD BE GREATER THAN HIS CURRENT SALARY.

SO THAT MEANS HE SHOULD EITHER BE AVAILABLE FOR AN ENTIRE YEAR OR THE AMOUNT SHOULD BE 75,000 TO MAKE IT EQUAL.

UM, ALSO THE CURRENT CONSULTING AGREEMENT, UH, SAYS THAT HE'S GOING TO BE RECEIVE HIS PAYMENT IN A LUMP SUM WITHIN SEVEN DAYS OF THE AGREEMENT RECEIVING THIS MONEY IN A LUMP SUM GIVES HIM NO FINANCIAL INCENTIVE TO CONSULT WITH THE CITY, PASSED THE DATE ON HIS LUMP SUM.

HE MIGHT HAVE MORAL OR ETHICAL OBLIGATIONS TICKETS TO CONTINUOUS ASSAULT, WHOLE HAVE NO FINANCIAL OBLIGATION.

SO INSTEAD HE SHOULD HAVE RECEIVED IT IN PERIODIC PAYMENTS THROUGHOUT HIS THREE IT'S CONSULTATION AND EFFICIENCY CONSULTING THAN HE SHOULD SEE BEING PAID.

I BELIEVE AT LEAST TO THE FIRST ONE YOU COULD MAKE COUNCIL TONIGHT COULD MAKE THESE CHANGES, OF COURSE, BY HAVING A MOTION

[00:15:01]

TO AMEND THE RESOLUTION, TO SPLIT IT INTO, UH, NEXT I HAVE, UM, JUST A COUPLE OF QUESTIONS. I'M CURIOUS, UH, EACH COUNCIL MEMBER, WHEN DID YOU, UH, FIRST BECOME AWARE OF HIS PENDING RESIGNATION, BUT EVERYBODY COULD JUST TELL ME WHEN HE BECAME AWARE OF IT.

I'D BE HAPPY TO SAY IT WAS ON THE NINTH ON THE NINTH, CORRECT? I BELIEVE IT WAS LAST MONDAY DURING EXECUTIVE SESSION.

I LEARNED OF THIS.

I DIDN'T THINK THAT WAS THE EIGHTH EIGHT GROUP DISCUSSION.

OKAY.

EXECUTIVE SESSION.

I DID NOT SEE ANY RESIGNATION UNTIL THE NINTH LAST MONDAY, LAST MONDAY.

AND THEN I BELIEVE WE HAVE THREE COUNCIL MEMBERS ON, I HAVE A QUESTION.

AND ARE YOU ASKING ABOUT THE RESIGNATION LETTER OR THE ACTUAL RESIGNATION WHEN YOU LEARNED OF HIS RESIGNATION? I MEAN, MY MONDAY AT THE MEETING, JUST LIKE THE COUNCIL.

THANK YOU, ED.

UH, THAT WOULD BE TUESDAY WHEN I RECEIVED IT, UH, BY EMAIL, THROUGH OUR CLERK OF COUNCIL OF THINGS, PUBLIC RECORDS.

OKAY.

AND NANCY, NANCY, ARE YOU ABLE TO HEAR THE QUESTION NANCY BIRD IS NOW EXITING? WE WILL ASSUME THAT THE TECHNICAL I'M NOT TRYING TO.

I HONESTLY THINK THAT'S TECHNICAL.

OKAY.

NEXT QUESTION.

UM, UNLESS NANCY CAN GET BACK WITH US.

I HAVE FOR THE LAW DIRECTOR.

UH, DID YOU WRITE THE CONSULTATION AGREEMENT YOURSELF? UH, DID YOU WRITE IT ON YOUR OWN VOLITION OR DID SOMEBODY INSTRUCT YOU TO DO IT? WHO INSTRUCTED YOU TO WRITE IT? MOST LIKELY THAN THEIR OKAY.

WHAT'S MERIT.

OKAY.

WHEN DID YOU WRITE THE CONSULTATION AGREEMENT? ON MONDAY? MONDAY WAS THE DAY OF MONDAY, MARCH EIGHT, 2021.

UM, I DID A PUBLIC RECORDS REQUEST FOR THE ORIGINAL DOCUMENT THAT YOU WROTE, NOT THE, NOT THE SIDE, ONE, NOT THE SCANNED ONE COMPUTER FILES HAVE SOMETHING CALLED METADATA.

SO WHEN YOU TAKE A PICTURE OF SOMETHING, IT TELLS YOU YOUR GEO LOCATION, YOU KNOW, YOUR LOCATION, YOUR LAT LONG.

ANOTHER THING METADATA ALSO TELLS YOU AS WAY TO SAY THE PICTURE WAS TAKEN, BUT METADATA, THIS IS WHAT THE METADATA SAID FOR THE DOCUMENT, BUT OUR LAW DIRECTOR WROTE, SAYS THAT IT WAS WRITTEN ON FEBRUARY 6TH, 21 AT 4:52 AM.

THANK YOU.

MAKE SURE YOU'RE YEP.

IF YOU TAKE A LOOK AT A CONSULTING AGREEMENT I DID FOR RECENT CITY, IT WOULD PROBABLY COINCIDE WITH THAT TIME BECAUSE I TOOK THE AGREEMENT FOR RAP SHOMER FROM THE AGREEMENT I DID FOR ANOTHER CITY MANAGER THAT RESIGNED.

SO THAT WOULD PROBABLY EXPLAIN WHY IT WAS FROM FEBRUARY.

IT'S THE CITY OF VANDALIA IN CASE ANYBODY WANTS TO KNOW.

OKAY.

SO, SO WHAT YOU'RE SAYING IS THAT WHATEVER YOU WROTE, WHEN YOU PUT THIS CONSULTATION OR CONSULTATION AGREEMENT TOGETHER, YOU USE THE TEMPLATE THAT YOU HAD USED USED PRIOR, AND THAT'S WHY THE DATA MIGHT'VE SHOWN BACK IN FEBRUARY.

I MEAN, I, I DON'T KNOW.

THAT'S WHERE THE AGREEMENT THAT I DID FOR MR. SCHIRMER WAS LIFTED FROM MY OWN AGREEMENT THAT I DID WITH, UH, ANOTHER CITY MANAGER.

YES.

OKAY.

ALL RIGHT.

THANK YOU.

SO, UM, MR. , YOU GOT A QUESTION ABOUT SEPARATING THIS RESOLUTION INTO TWO.

IS THERE, UM, IS THERE A REASON MR. MCDONALD'S THAT IT'S DONE THE WAY THAT IT IS, OR WOULD IT BE PRINTED TO DO THAT FOR, UM, OR IS THE WAY IT IS THE WAY IT NEEDS TO BE DONE? UM, TYPICALLY WHEN THE CITY MANAGER RESIGNS IS MY UNDERSTANDING THAT THE RESIGNATION IS ACCEPTED BY MOTION HISTORICALLY, THERE'S STILL, WHEN I LOOK BACK, THAT WAS THE CASE.

I THINK THE RESIGNATION HAS ALREADY BEEN ACCEPTED AND SIGNED AND SEALED AND DELIVERED.

THIS WAS JUST TO TRY TO KEEP EVERYTHING INTO ONE SMOOTH LEGISLATIVE TRAIL, IF YOU WILL.

OKAY.

THANK YOU.

WHAT IF THE WILL OF COUNCIL IS TO SEPARATE THEM? THAT'S FINE.

[00:20:05]

SO FORWARD, I GUESS I WOULD ASK THEM, UM, COUNSEL HAS HEARD WHAT MR. HENDRICKS WAS RECOMMENDATION IS, IS THAT THE WILL OF COUNCIL TO SEPARATE THESE TWO OR TO AMEND THIS, OR, UM, I'M JUST KIND OF LOOKING FOR SOME GUIDANCE HERE ON WHAT COUNCIL WOULD, WOULD PREFER TO DO HERE SO WE CAN, UH, EITHER AMEND OR, OR NOT.

YES, MS. BAKER, I FEEL LIKE IT'S ALREADY BEEN APPROVED AND PASSED.

LIKE THE SHIP'S ALREADY, LIKE IT'S ALREADY LEFT THE DOCK.

4 pages deleted for brevity

AND THIS LAST EXECUTIVE SESSION REGARDING THIS WAS NO DIFFERENT.

EVERYONE KNEW WHAT IT WAS.

EVERYONE KNEW THE RECOMMENDATION.

IT WAS MOTION BY MS. BAKER WAS SECOND AND MR. HILL AND THIS COUNCIL VOTED TO APPROVE AT EIGHT TO ZERO.

AND IT SPECIFICALLY STABBED THAT WE WERE GOING TO DIRECT A LAW DIRECTOR TO EXECUTE A RESIGNATION AND CONSULTATION ROOM WITH MR. SCHOMER FOR \$150,000.

IT COULDN'T HAVE BEEN MORE CLEAR THAN THAT.

OKAY.

UM, MR. SHAW, WELL, WE'RE GOING TO CANDLER OR OTHER ASSISTANCE COMMENTS, THEN WE'LL GET THE COUNCIL.

ALL RIGHT.

THEN MY NEXT QUESTION WOULD BE IF HE RESIGNED, BECAUSE AS FAR AS I KNOW ANY JOB THAT I'VE HAD, THEY'RE NOT GIVING ME BASICALLY A SEVERANCE OR A BENEFITS PLAN.

SO LET'S STOP WITH THAT WORD.

OKAY.

THIS WAS NOT A SEVERANCE PACKAGE.

IN FACT, THE FIRST TIME I NEVER USED THE WORD SEVERANCE, THE FIRST TIME I SAW SEVERANCE USE WAS ON A QUOTE BY MR. OTTO IN THE DAYTON DAILY NEWSPAPER SEVERANCE.

THAT WAS THE FIRST TIME I EVER SAW THAT.

AND I THINK I COULD ASK ANYBODY ON COUNCIL, HAS ANYBODY, DID ANYBODY HEAR THIS AS A SEVERANCE PACKAGE, OTHER THAN A CONSULTATION AGREEMENT? OKAY.

REAL QUICK.

BUT IT'S A VERY IMPORTANT POINT THAT I WANT TO MAKE CLEAR.

THIS WAS NEVER DISCUSSED AS A SEVERANCE PACKAGE.

SO ONCE PEOPLE START RUNNING TO THE MEDIA AND PEOPLE START DOING BLOG ARTICLES AND FACEBOOK POSTS, WHEN THEY START USING THOSE WORDS MATTER.

AND THAT WAS THE WRONG WORD, SEVERANCE PACKAGE WAS, WAS NEVER, WAS NEVER USED.

WELL, WE DISCUSSED IN EXECUTIVE SESSION WAS THE RESIGNATION OF MR SCHOMER AND HE WAS GOING TO GET A CONSULTING AGREEMENT FOR NEW WORK, FOR NEW WORK THAT HE WAS GOING TO DO FOR \$150,000, HOWEVER, \$41,000 THAT WAS ALREADY HIS MONEY.

THAT'S WHAT WE DISCUSSED IN EXECUTIVE SESSION.

OKAY.

SO IT'S A CONSULTING FEE AND NOT A SEVERANCE.

13 pages deleted for brevity

UM, AND PERSONALLY, I DON'T THINK ALL OF THE SPECIFIC DETAILS ARE NECESSARY, BUT IS IT, IS IT SOMETHING THAT, I MEAN, IS, IS IT A FRAUD? IS IT, YOU KNOW, SOME THINGS TO ME, FRAUD, WASTE, ABUSE, THOSE THINGS TO ME, PEOPLE NEED TO KNOW.

OKAY.

SO LET ME ADDRESS THAT REAL QUICK.

ALSO, UH, THERE WAS ABSOLUTELY NOTHING NEFARIOUS ABOUT ROB SEPARATION WITH THE CITY.

UH, THERE WAS ABSOLUTELY ZERO, UH, LEGAL ISSUES.

ROB DIDN'T DO ANYTHING ILLEGALLY THAT, THAT, UH, CAUSED HIS REMOVAL, JUST LIKE IN LOTS OF PUBLIC, YOU KNOW, LIKE I WORKED FOR THE PUBLIC SCHOOLS, UM, PERSONAL RECORDS AND DISCIPLINARY ACTIONS AND THINGS LIKE THAT.

THOSE ARE, THOSE ARE TYPICALLY ALL KEPT PRIVATE.

THIS COUNCIL HAS SEVERAL TIMES DISCUSSED.

UM, PERSONNEL MATTERS.

THIS COUNCIL IS, UH, IN THE, IN THE PAST ALWAYS, UH, ASKED TO KEEP MATTERS OF PERSONNEL PRIVATE.

UH, BUT I CAN SHOW YOU IF ROB WOULD HAVE COMMITTED A CRIME COMMITTED A FELONY OR, OR ANYTHING LIKE THAT.

NOT ONLY WOULD YOU BE HERE, BUT NEWS CAMERAS WOULD BE LINED UP HERE, AND THIS WOULD NOT JUST BE LOCAL HEBREW HEIGHTS, FACEBOOK NEWS.

THIS WOULD BE, UH,

[00:55:02]

PROBABLY NATIONWIDE NEWS OR CERTAINLY AT LEAST, UM, MIAMI VALLEY NEWS, UH, AS A, AS A BIGGER REGION.

SO AGAIN, I, YOU KNOW, THERE IS A NON-DISPARAGEMENT CLAUSE IN THE AGREEMENT THAT COUNCIL AGREED TO.

UH, THE LAST THING I'M GOING TO DO IS DISCUSS ANYTHING NEGATIVE ABOUT ROB SHELMAR.

THERE WERE REASONS THAT IT WAS TIME FOR US TO MOVE IN A DIFFERENT DIRECTION, BUT I GUESS I'M JUST GOING TO HAVE TO ASK THE RESIDENTS, HAVE TO SAY TO POLICE, BELIEVE ME THAT NOTHING WAS DONE ILLEGAL AND THAT THE SEPARATION WAS, UM, W W IT WAS JUST TIME.

AND, AND THAT PROCESS THAT WE'VE GONE THROUGH, I BELIEVE WAS THE BEST POSSIBLE SCENARIO FINANCIALLY FOR THE CITY.

AND, YOU KNOW, AGAIN, I, I CAN'T SAY THIS ENOUGH, ANY OTHER, AND ACTUALLY, SO BEFORE WE, AFTER ONCE YOU'RE FINISHING THIS ON THEM, BEFORE WE MOVE TO ANY OTHER QUESTIONS, I WOULD LIKE TO ASK, UH, MR. FALKOWSKI, HOW HE SEES ROB'S ROLE, UH, HELPING HIM INTO THIS TRANSITION PERIOD.

BECAUSE I THINK A LOT OF PEOPLE, I DO UNDERSTAND PEOPLE HAVE QUESTIONS ABOUT THE, THE CONSULTING AGREEMENT, BUT AGAIN, KEEP IN MIND THAT CONSULTING AGREEMENT IS THE ONE 50 MINUS WHAT IS ACCRUED VACATION DOLLARS WERE ANYWAY, WHICH WAS ALMOST 41,000.

UM, BUT I THINK THAT DOES NEED TO BE MADE CLEAR, UH, CERTAINLY WHAT, HOW SCOTT IS GOING TO UTILIZE ROB IN A CONSULTING ROLE MOVING FORWARD.

AND IF ROB HAD DONE SOMETHING ILLEGAL OR DONE SOMETHING THAT WAS JUST SO HEINOUS, THAT, THAT WE HAD TO GET RID OF IT FROM THAT PERSPECTIVE, WHILE THERE'S, THERE'S NO WAY IN THE WORLD, WE WOULD HAVE AGREED TO LET HIM CONTINUE IN A CONSULTING ROLE WITH THE CITY.

SO I WOULD, I WOULD JUST ASK EVERYONE TO PLEASE BELIEVE THAT, THAT WE MADE THE DECISION AND I BELIEVE THE COUNCIL MADE THE DECISION THAT WAS IN THE BEST INTEREST OF THE CITY FINANCIALLY, AND IN A WAY WHERE WE CAN OBTAIN ROB'S BRAINPOWER AND KNOWLEDGE ALONG THE LINES OF, OF WHAT THIS CITY IS DOING AND TO HELP HELP MR. MCCALSKY IF PEOPLE HAVE BEEN AROUND HERE FOR AWHILE, YOU KNOW, WE, WE HAVE, THE CITY IS ON THE CUSP OF, OF GROWTH AND SUCCESS THAT WE'VE NEVER SEEN BEFORE.

AND ROB WAS A VERY ACTIVE PART OF THAT.

BUT AGAIN, JUST BECAUSE HE WAS A PART OF, IT DOESN'T MEAN THAT HE HAD TO STAY IN THAT ROLE.

IT WAS STILL TIME FOR A CHANGE, BUT I'M HAPPY THAT WE HAVE HIS KNOWLEDGE AND HIS ABILITIES TO BE ABLE TO CONTINUE OVER THE NEXT SIX MONTHS.

15 pages deleted for brevity's sake

SO IF THERE ARE NO OTHER QUESTIONS, THEN, UM, I'VE MOVED TO THE DISCUSSION PORTION BECAUSE WE HAVE A MOTION AND A SECOND ON THE ADOPTION OF RESOLUTION.

I WOULD OPEN UP THE DISCUSSION NOW TO, UH, ANYONE ON COUNCIL STRATO.

I'LL GLADLY START.

UM, PLEASE BEAR WITH ME.

I HAVE A LOT OF COMMENTS AND QUESTIONS.

UM, I'D LIKE TO START WITH, UM, QUESTION TWO, UH, JERRY, UH, YOU HAD MENTIONED TO THE YOUNG LADY THERE IN THE GREEN THAT, UH, UH, THE CONTRACT FOR THE CITY MANAGER COULD BE CHANGED BY PARTY AGREEMENT, CORRECT? YES.

WHEN DID WE DO THAT? WE DECIDED TO ACCEPT A RESIGNATION IN EXCHANGE FOR \$150,000 CONSULTING AGREEMENT.

OKAY.

UM, SO THERE WAS NO PRIOR DISCUSSION.

IT WAS JUST THIS, THERE WERE OBVIOUSLY, THERE WAS A WHOLE LOT DISCUSSED IN THIS 20 MINUTES, BUT A LOT OF IT, I DON'T RECALL APPARENTLY, UM, JERRY, HOW MUCH, UH, THIS WAS DISCUSSED IN A CONVERSATION, HOW MUCH WOULD IT HAVE COST THE CITY HAD WE, UH, TERMINATED WITHOUT? CAUSE I BELIEVE THE NUMBER WAS ROUGHLY 152, WHICH IS WHY WE SAID, OH, WELL, 150 AND NICE AND AROUND TERMINATE AND PROVIDE THAT.

I BELIEVE THAT WASN'T THE DISCUSSION.

UM, QUITE HONESTLY, THIS DISCUSSION BECAUSE THERE HAVE BEEN SOME, SOME TALES TOLD IN MY OPINION, THIS DISCUSSION STARTED ON SATURDAY, MARCH 6TH.

UH, I WAS CONTACTED BY THE MAYOR AND ASKED TO COME TO CITY HALL FOR A QUICK DISCUSSION.

UH, HE HAD ASKED FOR A MEETING IN 15 MINUTES AND, UH, I, QUITE FRANKLY, I JUST COULDN'T BECAUSE I HAD TOO MUCH GOING ON WITH, UH, MY CHILDREN, ONE OF WHICH WE JUST MOVED OVER THE WEEKEND ON TO AUGUSTA GEORGIA TO HIS FIRST DUTY STATION, BUT, UH, I COULDN'T MAKE IT.

UM, MR. SHAWL WAS ALSO CONTACTED, SO HE DID, HE DID ATTEND AND, UH, AND HE FILLED ME IN AFTERWARDS.

LET ME KNOW, UM, WHAT WAS, WHAT THE CONVERSATION WAS ABOUT BECAUSE THERE WAS NO INDICATION OF WHERE IT WAS GOING AND WHAT IT WAS ABOUT WAS TERMINATING RUPTURE.

UH, AT LEAST THAT WAS THE CRUX OF IT.

UM, THE BULK OF THE CONVERSATION.

UM, AND THAT'S WHERE THIS THING ALL STARTED.

AND I THINK, UH, MR. SEAN AND I WERE REACHED OUT TO, BECAUSE IT'S KIND OF COMMON KNOWLEDGE THAT, UH, 2016, 2017, YOU, WE KIND OF MADE IT KNOWN THAT WE HAD

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ISSUES AND, AND, AND MANAGEMENT WITHIN THE CITY.

UM, SOME CHANGES WERE MADE.

UM, I BELIEVE WE, WE ACTUALLY, UH, JERRY, THAT'S HOW YOU FOUND YOUR WAY INTO THAT SEAT BECAUSE WE MOVED TO, UH, RELEASE OUR OTHER ATTORNEY.

UM, AND WE DID THAT THROUGH, WE HAD PAPERWORK LEGISLATION, ALL THAT KIND OF GOOD STUFF IN FRONT OF US WHEN WE DID IT.

UM, AND TO THAT, I WOULD ASK, UM, UH, PRIOR TO OUR VOTE ON MONDAY EVENING WHERE WE PROVIDED, UH, MR. SHERMAN'S RESIGNATION, NOT TO MY KNOWLEDGE, I DON'T KNOW WHAT YOU RECEIVED AS FAR AS I KNOW IT DIDN'T EXIST UNTIL TUESDAY, BUT WE KEEP HEARING THAT HE HAD RESIGNED, HE HAD RESIGNED, BUT THERE WAS NO PROOF OF THAT UNTIL THE FOLLOWING DAY.

AND THAT'S WHEN HE HAD DATED THAT LETTER.

THAT'S WHEN WE SAW THE LETTER.

BUT, BUT WE'RE BEING TOLD THAT THAT WAS WHY THIS HAPPENED BECAUSE HE WAS RELEASED AND HE WOULD, THAT HE WILL RESIGN UPON THE INJURIES HE WOULD RESIGN.

YES.

OKAY.

SO CONVERSATIONS WERE HAD WITH MR. SCHOMER ABOUT HIS RESIGNATION.

I ASSUME THAT I'M ASSUMING.

OKAY.

NOT BY ME, NOT BY ME.

UM, SO YEAH, ALL THE CONVERSATIONS UP TO BLEEDING UP TO MONDAY WERE CONCERNING HIS ASKING, NOT ASKING FOR HIS RESIGNATION.

I APOLOGIZE, BUT, UH, RELEASING HIM WITHOUT CAUSE.

AND THAT I THINK IS WHERE WE CAME WITH \$150,000 NUMBER.

AND TO THOSE WHO ARE CONFUSED ABOUT MY CONFUSION, MY CONFUSION, I WAS NOT CONFUSED MONDAY EVENING.

IT WAS MY, MY, MY UNDERSTANDING FULLY COMING OUT OF EXECUTIVE SESSION THAT WE WERE RELEASING THE CITY MANAGER WITHOUT CAUSE.

AND THIS 150,000 WAS EQUIVALENT TO WHAT WE WOULD HAVE TO PAY HIM FOR THAT.

UM, AND AGAIN, YOU SAY WE COULD HAVE CHANGED THE CONTRACT, BUT I DON'T RECALL CHANGING THE CONTRACT PRIOR TO THAT, THAT I DON'T RECALL THAT EVER OCCURRING AS A MATTER OF FACT.

UM, SO THAT DIDN'T HAPPEN.

UM, IT WAS ALSO, IT'S ALSO MENTIONED IN THE CONSULTATION AGREEMENT THAT CITY COUNCIL HAD WAIVED THE 30 DAY NOTICE AGREEMENT OR REQUIREMENT.

AND I DON'T RECALL US HAVING THAT EITHER WHEN WE, WE, WE REALLY HAVE BEEN PROVIDED NO READ AHEAD FOR WAIVING THE 30 DAY REQUIREMENT.

NO READ AHEAD FOR EVEN THE MOTION THAT WAS MADE, UM, WITH ALL DUE RESPECT, MS. BAKER VERBALIZED OR DESIRE TO BE THE ONE WHO WAS THE FIRST ON THE MOTION, BUT SHE DID NOT VOICE A MOTION.

THE MAYOR VOICED WHAT HE THOUGHT WAS THE MOTION AND IT WAS JUST AGREED TO, AND FIRST AND SECOND, IT, UM, AGAIN, IT WAS MY UNDERSTANDING THAT THIS WAS SO THAT WE COULD RELEASE THE CITY MANAGER.

NOT THAT HE WAS RESIGNING.

WE DID NOT HAVE ANY OF THAT.

AND, UH, AGAIN, THIS WAS SPEARHEADED BY THE MAYOR, HIS RELEASE.

UM, SO, UM, AGAIN, BEAR WITH ME.

AND AGAIN, I BELIEVE THAT WE DIDN'T HAVE COPIES OF THE CONTRACT OR THE RESIGNATION, NOTHING IN HAND PRIOR TO THAT, BECAUSE IT WAS MY BELIEF.

HE WAS GOING TO BE DISMISSED WITHOUT CAUSE WHICH MEANS WE REALLY DIDN'T HAVE ANYTHING TO REVIEW BECAUSE IT WAS, AGAIN, MY BELIEF THAT YOU WERE BEING INSTRUCTED TO TAKE CARE OF WHATEVER LEGISLATIVE REQUIREMENTS WERE NEEDED TO MAKE THAT HAPPEN.

AND THEN THAT WOULD COME BACK TO US FOR VOTE, WHICH DID NOT HAPPEN, UM, TO THIS CONSULTATION AGREEMENT.

UM, AGAIN, IF, IF THERE WAS A TERMINATION, THE CONTRACT READS TERMINATED WITHOUT CAUSE WHEN IT CAME TO THAT, ROUGHLY 152,000 THAN ONE 50 MADE SENSE TO ME, A CONSULTATION AGREEMENT, HOWEVER, A HUNDRED, 150,000 FOR SIX MONTHS BREAKS DOWN TO \$25,000 A MONTH FOR, UM, I QUOTE, UH, UH, THIS THING THAT SAID, WHAT WAS IT, TWO FOR EMAILS AND PHONE CALLS, \$25,000 A MONTH FOR EMAILS AND PHONE CALLS.

NOW I UNDERSTAND WHAT WE'RE PAYING FOR HIS KNOWLEDGE, AND THAT'LL PROBABLY BE POINTED OUT, BUT TWENTY-FIVE THOUSAND DOLLARS A MONTH FOR THAT IS ACTUALLY DOUBLE HIS SALARY, HIS NORMAL SALARY TO DO THAT AS A JOB ON A REGULAR BASIS, THAT SEEMS KIND OF EXTREME TO GET TWICE AS MUCH FOR THAT SAME, WELL, SAME OR LESS, LESS WORK, ESPECIALLY SINCE HE WAS MOVING ON TO BETTER OPPORTUNITIES.

ACCORDING TO HIS, UH, RESIGNATION LETTER TO NOTE SOME CORRECTION, PLEASE IT'S THE ONE 50.

SO IF YOU'RE GOING TO CALCULATE AND BEING HONEST ABOUT IT, IT'S WHATEVER THAT IS MINUS THE \$41,000, THAT WAS HIS MONEY.

ANYWAY, IF YOU'RE GOING TO CALCULATE SIX OF AN AGREEMENT, AND THEN SECONDLY, I DON'T BELIEVE THE RESIGNATION

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LETTER SAID BETTER OPPORTUNITIES.

I THINK MR. SCHOMER CITED A NEW, NEW, PERSONAL OPPORTUNITY.

HE DIDN'T SAY HE WAS LEAVING FOR ANOTHER JOB OR A DIFFERENT PROFESSION OR ANYTHING.

HE SAID HE WAS LEAVING FOR A NEW, I BELIEVE IT WAS A NEW PR, A NEW, A NEW PERSONAL OPPORTUNITY OR SOMETHING TO THAT, TO THAT NATURE.

SO IF WE'RE WANTING TO DISCUSS, I JUST WANT TO MAKE SURE THAT WE'RE CLEAR WHAT WAS WHAT'S WHAT'S ACTUALLY THERE.

OKAY, FAIR ENOUGH.

YEAH.

I WILL QUOTE US A NEW OPPORTUNITIES HAVE BEEN OPENED TO ME.

SO WE'LL GO WITH THAT.

UM, WHEREAS THE PARTIES HAVE AGREED.

THIS WAS WITHIN THE CONSULTING AGREEMENT, WHEREAS THE PARTIES HAVE AGREED THAT THE EFFECTIVE DATE OF THE RESIGNATION OF EMPLOYMENT SHALL BE TUESDAY, MARCH 9TH, 2021.

WHEN DID WE AGREE TO THAT? WHEN, WHEN DID WE HAVE THE MEETING? WHEN DID COUNCIL AGREE TO THAT? UM, WHEN WAS THAT DATE CHOSEN? UH, AGAIN, UH, I SAW NOTHING OF IT UNTIL THE NINTH, WHEN THE LETTER WAS RECEIVED, DEFER TO MR. MCLAUGHLIN THAT WAS DISCUSSED IN THE EXECUTIVE SESSION THAT I WOULD GET HIS RESIGNATION AND HAVING SIGNED THE AGREEMENT.

AND THAT WAS DONE THE NEXT DAY.

I SEE.

THAT'S SIMPLY INACCURATE JERRY.

I MEAN, YOU KNOW, LET, LET ME, LET ME ASK THIS.

UM, WHAT ARE THE, WHAT ARE THE, UH, WHAT ARE THE IMPLICATIONS OF VIOLATING EXECUTIVE SESSION SANCTIONED BY COUNCIL? SO, UH, POSSIBLY IF THERE WAS, UH, THE, THE OVERWHELMING MAJORITY, WE COULD, UH, CENTER SOMEONE.

YES.

OH NO, NO, NO, ABSOLUTELY NOT.

BUT YOU GET SENT.

SURE.

OKAY.

WELL, I'M GOING TO, I'M HERE TO TELL YOU RIGHT NOW THAT IN THAT EXECUTIVE SESSION, WE DID NOT DISCUSS HIM RESIGNING.

THE DISCUSSION WAS GEARED TOWARDS US RELEASING HIM.

I'M SORRY, BUT THAT'S, AND THAT'S HOW WE CAME TO THAT NUMBER BECAUSE YOU DISCUSS THAT 152.

THAT'S HOW I KNEW IT WAS ROUGHLY ONE 52.

YOU WERE AT DOING THE MATH ON THE CONTRACT, WHICH STATES WE HAVE TO PAY HIM THIS, THIS, THIS, THIS, AND THIS.

IF WE RELEASE WITHOUT COSTS, WHICH WOULD BE EQUATED TO ROUGHLY ONE 52, WHICH IS WHY WE SAID WE WOULD OFFER ROUGHLY WE WOULD OFFER THAT ONE 50.

UM, COULD I ASK A QUESTION PLEASE? SURE.

I WOULD LIKE TO ASK EACH ONE OF THE MEMBERS OF COUNCIL WHO PARTICIPATED IN THAT EXECUTIVE SESSION, HOW THEY REMEMBER THAT IF THEY DON'T BELIEVE IF THEY, UH, THAT WE DISCUSSED, UH, A RESIGNATION VERSUS WITHOUT, CAUSE I WOULD SPEAK FIRST AND SAY WHAT I REMEMBER THE DISCUSSION BEING IN TERMS OF WITHOUT CAUSE WAS BECAUSE IN FACT, I HAD ASKED MR. MCDONALD TO GET WITH THE HR DIRECTOR TO DETERMINE WHAT THAT NUMBER WOULD BE AT THE REQUEST OF MR. SHAW FROM OUR SATURDAY MEETING, MR. SHAW IS THE ONE WHO SUGGESTED TO ME THAT HE HAD MR. SCHUMER'S CONTRACT AT HOME ON HIS COMPUTER.

UH, BUT HE WASN'T SURE WHAT IT WAS GOING TO BE, BUT HE KNEW IT WAS PROBABLY GOING TO COST A LOT OF MONEY.

SO I, BEFORE WE LEFT THAT MEETING, I TOLD MR. SHAW, I WOULD, THEN I WOULD GET WITH THE, UH, WITH THE LAW DIRECTOR AND HAVE HIM REVIEW WHAT THE CONTRACT WAS WITH THE EMPLOYMENT AGREEMENT WAS, AND THEN REPORT THAT INFORMATION BACK TO COUNCIL, WHICH HE DID.

AND THAT'S WHAT HE WAS GOING OVER.

UM, MR. MR. HILL, WHAT, WHAT DO YOU REMEMBER DISCUSSING IN THE EXECUTIVE SESSION, PLEASE? WE DISCUSSED SEVERAL DIFFERENT THINGS.

WE DISCUSSED THE POSSIBLE RELEASE OF MR. SCHOMER AND ALSO THE RESIGNATION.

AND WE TALKED ABOUT NUMBERS AND YEAH.

AND, UM, HOW THOSE NUMBERS ALMOST MET IT UP, BUT, UM, BUT THAT ONE WOULD ACTUALLY THE WORST FOR THE CITY, BUT IT DEFINITELY, WE TALKED ABOUT THE RESIGNATION.

YEAH.

I REMEMBER THAT MR. LYONS, UH, WOULD YOU MIND PINING ON WHAT YOU BELIEVE WE DISCUSSED IN EXECUTIVE SESSION? UH, YES, I WOULD MAKE HER AND I WOULD ALSO LIKE THE PLAY NOW THAT SINCE YOU'VE EVOLVED INFORMATION IN SECULAR SESSION, AND THIS SEEMS TO BE THE DISCUSSION, UM, WE HAVE DISABILITIES COUNCIL TO, UH, VOTE IN IX, NOT EXPOSED.

THAT'S NOT THE RIGHT WORD, LOOKING FOR ZONES TO JD, UM, TO DEVOTE THE CONVERSATIONS AND EXECUTIVE SESSION.

GARY MIGHT BE ABLE TO SPEAK TO THAT ON NOT TALKING FROM

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THE SESSION UNTIL THAT'S DONE.
THERE'S NO WAY MRS. BERG.

YES.

I REMEMBER AS YOU STATED, AND AS ANDY STATED, AND THAT, UH, WE TALKED ABOUT A RESIGNATION THAT WOULD BE EFFECTIVE ON THE DATE THAT ROB WAS GOING TO SIGN IT, WHICH WOULD PROBABLY BE THE NEXT DAY MS. BAKER.

I PREFER NOT TO DISCUSS EXECUTIVE SESSION BECAUSE THAT'S WHAT IT'S FOR.

BUT IF WE HAVE TO DEPRESS THE WORLD, IT WAS ABOUT A RESIGNATION.

WE DISCUSSED DIFFERENT OPTIONS AND WHAT THEY WOULD COST.

THANK YOU, MR. CAMPBELL.

I REMEMBER JERRY GIVING US OPTIONS FOR CAUSE WITHOUT CAUSE, AND THEN THE ACCEPTANCE OF ROB'S.

MAY I ASK A QUESTION? YES, PLEASE.

JERRY OR TONY, COULD YOU READ THE MOTION THAT WE VOTED ON? DOES SOMEBODY HAVE THAT? I DON'T, I DON'T HAVE IT IMMEDIATELY IN FRONT OF ME, BUT I COULD PARAPHRASE.

COULD YOU READ IT THEN? WE'RE TALKING ABOUT THE MOTION ON MONDAY THE EIGHTH AFTER EXECUTIVE SESSION FOR EXECUTIVE SESSION.

YES, I READ, I READ THAT I'D WATCHED THIS VIDEO SEVERAL TIMES SO I COULD TYPE IT OUT BECAUSE I WAS TRYING TO LOOK FOR THAT WORD SEVERANCE IN THERE AND IT WASN'T.

YES, YES.

IT WAS NOT.

YES.

LET'S START.

THIS IS, THIS IS MR. GORE OR MR. MAYOR.

UH, PARDON THE IMPERSONATION.

IT'S NOT GONNA BE GREAT.

QUIET.

OKAY.

OKAY.

IT IS NOW SEVEN 45 AND WE HAVE COME OUT OF EXECUTIVE SESSION AND BASED ON THE DISCUSSION, I WOULD HAVE A, UH, ENTERTAIN, A MOTION TO DIRECT A CITY LAW DIRECTOR TO EXECUTE A RESIGNATION AND CONSULTATION AGREEMENT.

LET CITY MANAGER ROBERT SCHUMER FOR A TOTAL OF 150,000 FOR THAT AGREEMENT.

THANK YOU.

SO TO ANSWER YOUR QUESTION, I REMEMBER THAT BEING ONE OF THE OPTIONS THAT WE DISCUSSED IN EXECUTIVE SESSION, AND THAT'S WHAT I THOUGHT.

I REMEMBERED THINKING MR. CAMPBELL, MR. SHAW.

THANK YOU.

UM, YEAH, I CLEARLY REMEMBER, UH, AN EXECUTIVE SESSION AS WELL AS OUR SATURDAY MEETING, UM, THAT, UH, WE WERE, UM, UH, ESSENTIALLY, UH, RELEASING, UH, THE CITY MANAGER, UH, FIRING, RELEASING.

YOU CAN CALL IT WHATEVER YOU WISH.

UM, IN ADDITION TO, UH, THE SEVERANCE PACKAGE OF DISCUSSION FROM THE LAW DIRECTOR, UH, WITH THE NUMBERS THAT I WAS UNDER, THE IMPRESSION I WAS GOING TO BE GETTING, AND I'LL GO TO THAT.

AND, AND MY, MY SEGMENT HERE SOON, UM, ADDITIONALLY DISCUSSIONS OF, UM, UH, WITH, OR WITHOUT CAUSE, UM, YOU KNOW, WHAT HAD CAUSED, UM, UH, UH, MAYOR, I BELIEVE YOUR DECISION TO, UM, UH, IN YOUR COMMENTS, UH, GOING DIFFERENT DIRECTION, UM, WAS DISCUSSED, UM, UNDER THE ASSUMPTION THAT IT WAS NOT YOUR FIRST TIME YOU'VE HAD THESE, THESE FEELINGS.

UH, IT WAS ALSO, UH, DISCUSSED, I BELIEVE, UM, REGARDING, UH, THE PREVIOUS WORK SESSION ON MARCH 2ND.

UM, AT THAT POINT IN TIME WHEN MR. OTTO, UH, AND MR. CAMPBELL ASKED THE PREVIOUS CITY MANAGER QUESTION, UM, IT WAS THE LETTER DATED, UM, ON OUR SATURDAY MEETING, UM, UH, THAT, UH, FALSE INFORMATION WAS PROVIDED.

UM, UH, MR. OTTO HAD CORRECTED THE PREVIOUS CITY MANAGER THAT FALSE INFORMATION HAD THEN BEEN PROVIDED.

UM, AND YOU HAD DECLARED THAT YOU HAD BEEN FED UP.

THAT WAS MY RECOLLECTION.

THAT'S ABSOLUTELY ABSOLUTELY GREAT.

MR. WEBB, THANK YOU.

MA'AM UM, FOR THOSE OF YOU HERE ARE HERE TONIGHT, JUST TO CLARIFY THERE VERY SPECIFIC REASONS WHY WE CAN GO INTO EXECUTIVE SESSION.

WE CAN'T GO INTO EXECUTIVE SESSION ON, WELL, ONE OF THOSE REASONS IS PERSONNEL MATTERS.

THIS WAS A PERSONAL MATTER OF ONE OF THE THREE EMPLOYEES THAT CITY COUNCIL HAS DIRECT SUPERVISION OR LEGITIMATE REASON TO GO INTO EXECUTIVE SESSION.

WHEN WE WENT INTO EXECUTIVE SESSION, THE LAW DIRECTOR WAS THERE.

WE DISCUSSED PARTING WAYS WITH ROB SHOWMAN.

I'M HEARING TERMS LIKE, UM, SEPARATION AGREEMENT OR WHAT HAPPENED.

NO, WE DISCUSSED AS IN ANY CORPORATION WITH A CEO, WE DISCUSSED PARTING WAYS WITH ROB SHOMER.

WHAT WAS THE BEST THING FOR THE CITY TO DO THE BEST USE OF YOUR TAX DOLLARS? SO WHEN WE DISCUSSED THAT PARTYING WAYS, THE WORD RESIGNATION WAS USED AS WAS A TERMINATION WITHOUT CAUSE TERMINATION WITH COSTS.

AND IN EACH CASE, WE ROUND ROBIN IN THE BACK ROOM THERE, ALTHOUGH IT WAS

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INTERNET BASED AS WELL.
THAT'S WHERE I WAS.

WE DISCUSSED WHAT'S THE BEST COURSE OF ACTION FOR THE CITY TO TAKE RESIGNATION SEPARATION.

UM, HOW DO WE, HOW DO WE MAKE THIS THE BEST FOR THE CITY AND THE CONSULTING PART OF IT? I WAS CLEAR ON BECAUSE IF ANYONE HEARD MY INTERVIEW ON CHANNEL 22, YOU HEARD ME SAY, WE NEED ROPS ON THE RIGHT NOW, THE MAN WHO HAS TAKEN THE INTERIM POSITION NEEDS ROB SHOMER RIGHT NOW.

SO THERE WAS NEVER ANY UNCLEAR THING AS WE LEFT THAT MEETING, THE CITY IS PARTING WAYS WITH ROB SHOMER BECAUSE WE HAVE A DIFFERENT DIRECTION WE WANT TO GO IN, BUT ROB SHOMER HAS DONE A VERY GOOD JOB FOR US, AND HE IS VERY VALUABLE TO THE CITY GOING FORWARD.

SO I'VE PROBABLY SPOKEN TOO MUCH ABOUT WHAT WENT ON EXECUTIVE SESSION, BECAUSE THIS IS A PERSONNEL MATTER BETWEEN CITY COUNCIL AND OUR EMPLOYEE.

BUT I CAN TELL YOU THERE WASN'T A MISUNDERSTANDING COMING OUT OF THAT MEETING THE RESOLUTION THAT WE READ, THE MOTION THAT WAS MADE ABSOLUTELY SAYS EXACTLY WHAT WE WERE GOING TO DO.

IF ANYONE WAS ON CLEAR ON THAT, I'M SORRY, BUT IT WAS NOT UNCLEAR TO ME.

I JUST WANT TO SAY ONE OTHER THING REAL QUICK.

I DON'T WANT TO GO OFF, BUT I'M NOT FINISHED MR. RED, HOLD ON.

SO WE'LL GO BACK TO THE, I AM NOT, NOT COMFORTABLE WITH GOING IN THE DETAIL ABOUT EXECUTIVE SESSION AND THIS WILL JUST SHOW UP.

HOLD ON, PLEASE.

COMFORTABLE.

HOLD ON ONE SECOND.

GO AHEAD.

GLENN FINISH.

SO I JUST WANTED TO PULL COUNSEL REGARDING WHAT THEY BELIEVE TOOK PLACE IN EXECUTIVE SESSION OR WHAT WAS UNDERSTOOD, CERTAINLY ONCE, UM, COUNSEL FINISHES OR MR. MR. OTTO FINISHES OR WHOEVER ELSE WANTS TO SPEAK.

CERTAINLY YOU'LL HAVE YOUR TIME.

SORRY, I DIDN'T MEAN TO GO ON.

I JUST WANT YOU TO KNOW THAT IT'S VERY UNCOMFORTABLE SITUATION DISCUSSING WHAT IS SUPPOSED TO BE AN EXECUTIVE SESSION FOR ME.

SO I WOULD JUST LIKE EVERYONE TO KNOW AND SEE THAT, UH, OUT OF ALL EIGHT COUNCIL MEMBERS WHO WERE INVOLVED IN THAT, UH, ONE DIDN'T WANT TO SPEAK, BUT THE OTHER FIVE CERTAINLY UNDERSTOOD VERY CLEARLY WHAT WE WERE DOING, UH, WITH THE EXCEPTION OF MR. RANDO, APPARENTLY AND MR. SHAW.

ALL RIGHT.

WITH THAT BEING SAID, THANK YOU SO MUCH FOR POLLING EVERYBODY.

I DO APPRECIATE THAT.

IT SPEAKS TO MY POINT.

UM, LET ME ASK AGAIN, JERRY, WHEN WAS IT? WE RECEIVED THAT RESIGNATION OR WE KNEW HE WAS RESIGNING BECAUSE I BELIEVE YOU STATED MONDAY NIGHT WAS WHEN WE WERE TOLD THAT HE WAS RESIGNING CORRECTLY, CORRECT? MONDAY NIGHT WE WERE TOLD YES, THAT HE WAS RESIGNING ROOTS GOING TO RESIGN.

WELL, WHY WOULD WE EVEN HAVE DISCUSSIONS OF WITH OR WITHOUT CAUSE OR ANYTHING ELSE? WHY WOULD THAT EVEN BE PART OF IT? IF HE WAS RESIGNING, HE HAD SUBMITTED, OR HE WAS SUBMITTING A LEATHER LETTER OF RESIGNATION, HE WAS LEAVING THE CITY.

WHY WOULD WE EVEN DISCUSS LETTING HIM GO WITH CAUSE WITHOUT CAUSE OR ANYTHING ELSE OF THE SORT, WHAT WOULD THE POINT BE TO THAT? I'M SORRY, BECAUSE HE WAS GOING TO BE LEAVING THE CITY.

IF HE COULD GET A CONSULTING DEGREE, IT WASN'T, I'M JUST LEAVING THE CITY.

IT WAS, I BELIEVE THE CITY IN EXCHANGE FOR A CONSULTANT.

AND THEN WE SAID, WELL, WHAT IF WE JUST TERMINATED HIM NOW? HOW MUCH WOULD THAT COST? WHAT IF WE WENT THE OTHER ROUTES? AND SO THAT'S WHAT THAT DISCUSSION WAS ABOUT.

OKAY.

OKAY.

WELL, I GUESS THAT'S YOUR VIEW OF IT? I GUESS OTHERS HAVE THEIR VIEW OF IT.

BOTTOM LINE IS IT WAS A PRIVATE CONVERSATION THAT WE DON'T HAVE RECORDED AND THE REST OF YOU CAN'T SEE IT.

SO UNFORTUNATELY YOU JUST HAVE TO KNOW WE'RE ALL GOING TO HAVE OUR VIEW OF IT.

AND, AND, AND AGAIN, I DON'T, UH, I JUST DON'T UNDERSTAND HOW WE POSSIBLY WOULD BE HAVING A CONVERSATION ABOUT HIS RELEASE, BE IT, UM, WITH OR WITHOUT CAUSE IF HE HAD ALREADY SUBMITTED A RESIGNATION, FOR WHATEVER REASON TO PURSUE A NEW OPPORTUNITY, OBVIOUSLY ADD A NEW OPPORTUNITY.

WHY WOULD, WHY WOULD WE EVEN CONSIDER LETTING HIM GO WITH OR WITHOUT CAUSE IF HE WAS LEAVING FOR A NEW OPPORTUNITY, I WOULD THINK WE WOULD PAT HIM ON THE BACK AND SAY, WELL, GOOD LUCK TO YOU ENJOY THAT NEW OPPORTUNITY AND, AND HAVE A GOOD LIFE.

BUT UNFORTUNATELY THAT'S NOT WHAT WE WERE DISCUSSING THAT EVENING WHEN WE WERE DISCUSSING THAT EVENING WAS THE SAME THING THAT WAS BEING DISCUSSED SATURDAY AFTERNOON IN THE BACK ROOM OF THIS BUILDING, WHICH WAS THE RELEASE OF MR. SCHOMER BECAUSE HIS PERFORMANCE WAS UNACCEPTABLE AND THERE WERE SOME ISSUES, UH, THAT THE MAYOR HAD AND, UM, AND OTHERS HAD HAD.

SO, UH, SO IF ANYBODY IS STILL WONDERING WHERE MY CONFUSION, OKAY.

JUST LOOK AT WHAT'S BEING SAID, IT JUST DOESN'T JIVE.

IT DOESN'T WORK TOGETHER, FOLKS, UM, THAT THIS IS WHERE MY CONFUSION COMES

[01:50:01]

IN.

I'LL I'LL GO AHEAD AND I'LL GO AHEAD AND PUSH BACK MY TIME.

THANK YOU.

DISCUSSION.

UM, WE'RE GOING TO GET THROUGH THE DISCUSSION FOR, UH, FOR COUNCIL MEMBERS AND THEN WE'LL SEE IF THERE'S ANY FOLLOWUP FROM, FROM RESONANCE, MR. LYONS.

THANK YOU.

UM, JERRY, UH, I GOT A FEW QUESTIONS FOR YOU.

UM, THE FIRST ONE IS, UH, WHEN I HAD REQUESTED, UM, AND THIS WOULD HAVE BEEN TUESDAY THAT HOLD OFF SIGNING AND EXECUTING THAT PARTICULAR, UM, CONSULTING CONTRACT.

UM, YOU CHOSE NOT TO UNDERSTAND THAT YOU DID THAT BECAUSE YOU WERE DIRECTED BY THE MAYOR AND OF COURSE THE COUNCIL VOTE AND YOU FELT COMPELLED THAT, UH, YOU HAD TO SIGN IT BECAUSE THE PROMPTS THAT YOU WOULD EXECUTED AS SOON AS YOU PUT THAT BACK.

THAT IS CORRECT.

OKAY.

THANK YOU.

AND THEN IN YOUR NEGOTIATION OF THAT, UH, RE DESIGNATION IN CONSULTING CONTRACT, UH, THERE WAS ALSO, UM, UH, VISION, UH, HEALTH AND DENTAL, CORRECT? IN THE, IN THE CONTRACT,

UH, WE'RE PROVIDING HEALTH, HEALTHCARE, UH, DENTAL ENVISIONED ROCK SHOMER CORRECT? I BELIEVE SO.

OKAY.

UM, AND I THINK THAT'S IN A PARAGRAPH TO YOUR PAY.

SO \$150,000 IS ON THE FIRST LINE.

ONE, TWO, THREE OFF MID LINE STARTS WITH THE CITY WILL CONTINUE IN FULL FORCE AND COVERAGE, ALL HEALTH INSURANCE FOR CHAUFFEUR CITY SENT THROUGH HARTFORD.

FIRST, IS THAT CORRECT HERE? THAT IS CORRECT.

OKAY.

HOW MUCH DOES THAT COST? THE CITY? ABOUT 5,000 AND SOMETHING LITTLE UNDER 6,000.

OKAY.

FIVE, FIVE TO 6,000.

OKAY.

AND THE PORTION THAT WAS BRED YOU WEREN'T GIVEN AUTHORIZATION FOR 150,000, DID EXCEED AUTHORIZATION.

WELL, IT WOULD, THIS WOULD BE CONSISTENT WITH WHAT WE COUNSEL INDULGENCE.

MAYBE WE DISCUSS THE, THAT PARTICULAR ISSUE IN EXECUTIVE SESSION AS TO THAT \$5,000 FOR HEALTH INSURANCE, AS IT RELATES TO THE VALUE OF THE CONTRACT ITSELF, THE CONSULTING AGREEMENT AND THE RELEASE.

UH, THANK YOU FOR THAT ANSWER, JERRY, THAT'S NOT QUESTIONED IN THE MOTION.

DID YOU EXCEED WHAT WAS MOTIONS IN YOUR CONTRACT? WELL, IT WASN'T OUR MOTION.

WE WERE TO APPROVE THE AGREEMENT AND THE AGREEMENT WAS FOR \$150,000, BUT IT WAS ALSO FOR, AS WE DISCUSSED IN EXECUTIVE SESSION, IT WAS THE AGREEMENT, THE CONSULTING AGREEMENT.

OKAY.

AND AGAIN, YOU'RE GOING BACK TO WHAT SITS IN EXECUTIVE SCREAMING EXECUTIVE SESSION, WHICH ARE COMMON ON JUST TOPICS, NOT ON THE AUTHORIZATION OF THE BLESSED UNDER 50,000 SQUARE FEET.

ADDITIONAL COSTS GO OVER THE 150,000.

IT'S A BARRIER TO TRYING TO SKIRT FETISH.

IS IT CERTAIN NOW YOU GO THROUGH THE STATIONS.

I DON'T THINK I EXCEEDED MY AUTHORIZATION CAUSE MY AUTHORIZATION WAS CLEAR IN MY MIND.

OKAY.

AND YOU WANT TO DO ALL DIRECTOR AND THAT'S IT.

DECISION.

UM, OTHER IS MAKE TOUGH, BUT I HAVE TO SPEAK IN MY QUESTION, STUPID OTHERS IN THE AUDIENCE ARE FINE.

MIGHT MAKE MONEY WITH, UM, UH, PETITION AND UNHAPPY WITH HOW YOU HANDLED THIS.

AND THAT IS NOT REALLY WHAT I FEEL.

YOU HAVE BEEN GIVEN A VERY DIFFICULT TASK, UH, BY MAYOR THEN GIVING BE

[01:55:01]

DIFFICULT, JUST DOING THIS.

SO I'M JUST LOOK AT, AND UM, MR. LYONS, I JUST WANT TO MAKE YOU AWARE.

WE'RE HAVING A REALLY DIFFICULT TIME HEARING YOU.

THERE'S SOME FEEDBACK COMING THROUGH OR SOMETHING ON YOUR COMPUTER ON YOUR END, BUT WE'RE HAVING SOME DIFFICULTY HEARING YOU CLEARLY.

I TURN MY VOLUME DOWN.

IS THAT ANY BETTER? OH YES, THAT IS BETTER.

THANK YOU.

OKAY.

SO WHAT WE'RE GOING TO BE HERE, SO, BUT I'LL TURN IT DOWN A LITTLE BIT WHEN I'M TALKING.

OKAY.

SO JERRY, YOU KNOW, I'M NOT UNHAPPY WITH YOU AT ALL.

I KNOW YOU'RE IN A DIFFICULT POSITION.

I WISH I WOULD HAVE FELT COMPETENT ENOUGH TO HOLD ON TO EXECUTING THAT CONTRACT.

SO LAST, WHEN THE MAYOR REFUSED TO PUT IT OFF THE AGENDA, BUT I UNDERSTAND THE POSITION'S VERY, THAT YOU'RE FAN.

AND I KNOW I DON'T HAVE TO JUST DUMP THE DIRECTION OF MAYOR AND COUNCIL UP HERE.

UH, I DO, I DO WANT TO SAY THANKS.

UH, BECAUSE YOU HAVE 40 EXECUTE, THE CONTRACT COULDN'T HAVE REQUIRED ME WEAR A MICHIGAN WOLVERINE TAB WHILE ON THE DIOCESE.

AND I WOULD HAVE HAD TO, BECAUSE THAT WAS A FREQUENT, UM, BUT ALSO AGREED TO HAVE MAYOR WEAR PINK SUPER COUNCIL.

I DON'T THINK HE COULD HAVE PULLED IT OFF, BUT SOMETIMES US COULD HAVE HAD A BOND STATUE UP.

I, UH, YOU KNOW, FOR CITY PLANNING THAT, UH, THE MIXER AD INITIATED RESIGNATION, UM, YOU HAVE ADDED THESE CRUISERS, UH, TO THE CONTRACT AND WE HAD TO LIKE THOSE AS WHAT, UM, WANTED TO PUT AN AUTHORIZED E FOR, UH, EVERY SCENE THAT THE C CITY MANAGER HAT DRIVE PLACE.

SO I APPRECIATE IT.

YOU, OR DO ANY OF THOSE ACTUALLY FOOTBALL THAT REALLY HURT A MAYOR? I DO APPRECIATE YOU TAKING RESPONSIBILITY FOR INITIALLY ADMITTING A PATIENT POSSIBLE WORD OF MOUTH THAT CORRECT HER.

MR. LYONS, SIR.

SEVERE PROBLEMS WITH YOUR TECHNOLOGY.

WE CAN'T UNDERSTAND YOU.

COULD YOU POSSIBLY TURN YOUR VOLUME DOWN? SO IT WORKS AND I TURNED HIM DOWN.

CAN YOU HEAR ME NOW? COULD YOU TURN IT DOWN ANOTHER TWO NOTCHES, PLEASE? THANK YOU.

MAYBE THAT WILL WORK.

OKAY.

CAN YOU HEAR ME NOW? UH, YES.

YEAH.

WELL, AS OF RIGHT NOW, I CAN HEAR YOU AUTHORIZE VISUALIZE IT WAS REGIMENT.

IT WAS RECOMMENDED.

YOU MAY BE SET BACK FROM THE COMPUTER JUST A LITTLE BIT AND MAYBE NOT SPEAK SO LOUD INTO THE COMPUTER.

WE MIGHT NOT HAVE ALL THE FEEDBACK.

OKAY.

OKAY.

SO YEAH, LET'S TRY THAT.

WOULD YOU DESIGNATE, WOULD YOU DECLARE MAYOR WHAT YOU SAID ABOUT, WAS IT A FORCED RESIGNATION? YES.

OKAY.

THANK YOU.

I APPRECIATE YOU APPRECIATE TAKING RESPONSIBILITY AND ACCOUNTABILITY FOR THAT.

I REALLY DO.

UM, NOW THE REASON, THE REASON THAT YOU INITIATED THE HORSE RESIGNATION, UM, I BROUGHT UP THE SHELL GAME FROM NOVEMBER THAT I FROM THREE FIREFIGHTERS.

UH, WAS THAT THE REASON FOR YOUR FORCED RESIGNATION RECOMMENDATION? NO, NOT, NOT AT ALL.

I BELIEVE THAT WE, IN SUBSEQUENT MEETINGS, AFTER THAT, WE HAD SHOWN WHERE, UH, THERE WAS NO SHELL GAME.

THE VIDEO SHOWED HOW MANY FIREFIGHTERS WE HAD AND WHAT THE INTENTION WAS.

SO, YOU KNOW, THOSE DISCUSSIONS HAD, UH, DID NOT ENTER INTO, UM, MY DECISION TO START THIS DISCUSSION WAS AN AREA THAT, UH, NEEDED TO TALK ABOUT THE HIRING FIREFIGHTERS AND DECIDED TO TALK ABOUT A NEW HIRE.

HE PUT IN PLACE.

SWEET STONE STILL HAVE NOW, UH, THIS THIS TIME.

UM, I FEEL LIKE WE CAN'T HEAR YOU AGAIN.

SO THIS, UH, OCCASION ACTIONS, UM, JUST FOR APRIL JUST READER, UM, I THINK, UH, SPOKE, MAKE

[02:00:01]

LIKE LAST WEEK, UM, ROB CHAUFFEUR HAS HAD DONE THE CITY PROUD. HE REALLY BROUGHT A, UM, A LEVEL OF RESPECT AND ON SET HOLSTER, OUR STAFF, AND HE HAD THE OPPORTUNITY AND HE HAD BEEN GIVEN, HANDED UP THE OPPORTUNITY, UH, FEAT WITH STAFF IN A NICE BANNER, SAYS, THANK YOU FOR ALL OF HIS YEARS OF WORK.

UM, AND, UH, YOU KNOW, HE SHOULD HAVE WALKED OUT HAVING A CAKE AND IT'S A SHAME HE DID.

UH, BUT THIS WAS THE SITUATION AND, UH, YOU KNOW, IN A KIND OF ANYWAY, THANK YOU.

THANK YOU, MR. LYONS AND THE DISCUSSION MR. WEBB.

THANK YOU, MIRROR.

UM, JUST FOR CLARIFICATION, UH, IF I MAY ASK LAW DIRECTOR, JERRY, WHEN, UM, WE SENT YOU FORTH WITH THIS, UM, DID WE TELL YOU TO INCLUDE AUTUMN FOR RELEASE OF CLAIMS OR ITEM FIVE, THE NON-DISPARAGEMENT AGREEMENT IN THERE? DID WE GIVE YOU SPECIFIC DIRECTION ON THOSE ITEMS? ALL THE ITEMS THAT WERE IN THE CONSULTING AGREEMENT WERE DISCUSSED WITH COUNSEL ALL THE WAY DOWN TO THE DETAIL ABOUT THE COMPUTER.

YOU KNOW, WHY WE DIDN'T GIVE YOU THOSE, THOSE DIRECTIVES? I CAN TELL YOU JUST BECAUSE WE'RE NOT LAWYERS, THIS AGREEMENT WAS GIVEN TO WAIT FOR IT, LEGAL COUNSEL, BECAUSE IT'S A LEGALLY BINDING DOCUMENT.

SINCE WE DIRECTED OUR LAW DIRECTOR TO ENTER INTO THIS AGREEMENT, TO WORK THROUGH THIS AGREEMENT, THERE'S STUFF IN THERE THAT WE WOULDN'T HAVE THOUGHT TO PUT IN THERE, THERE'S STUFF IN THERE THAT WILL FACILITATE THE SMOOTH TRANSITION BETWEEN OUR PREVIOUS CITY MANAGER AND OUR INTERIM AND OUR NEW CITY MANAGER ARE BRINGING THIS UP BECAUSE WE'RE HEARING A LOT ABOUT WHAT WAS IN THE AGREEMENT, WHAT WASN'T IN THE AGREEMENT.

WE TRUSTED OUR CITY LAW DIRECTOR TO EXECUTE AN AGREEMENT WITH OUR FORMER CITY MANAGER THAT LEAVES THE CITY IN THE BEST POSITION POSSIBLE FOR THIS TRANSITION OF POWER FROM OUR CITY MANAGER TO OUR INTERIM CITY MANAGER, TO OUR POTENTIAL FUTURE CITY MANAGER SEEN BY AWARE OF WHAT THE ROSE MUSIC CENTER PUT IN OUR BOTTOM LINE IN 2020, IF YOU'RE NOT, IT WAS OVER A MILLION DOLLARS DIRECTOR, THE GENERAL FUND, A MILLION DOLLARS.

PLUS MARY, YOU MIGHT KNOW THE EXACT TOTAL OVER A MILLION DOLLAR STORE GENERAL FUND.

AND WE'RE TALKING ABOUT NOT HAVING A SEASON LAST YEAR.

I CAN ASSURE YOU, I DON'T EVEN HAVE TO ASK SCOTT SCOTT WASN'T DAY TO DAY ON THE ROSE MUSIC CENTER.

IT'S IMPORTANT THAT WE HAVE ROB SHOMER AS AN ALLY THAT ROB SHOMER HELPS CONTINUE THE CITY TO MOVE FORWARD.

AS TIME GOES ON.

I KNOW PEOPLE HAVE A LOT OF QUESTIONS ABOUT OLD SPECIFICS AND WHAT'S GOING ON, BUT I CAN TELL YOU THAT AN EXECUTIVE SESSION WE DISCUSSED, WHAT'S THE BEST COURSE OF ACTION FOR OUR CITY TO TAKE, TO MAKE SURE WE KEEP MOVING FORWARD AND WE'RE ON THE RIGHT PATH.

I THINK WE DID THAT.

SO THAT'S MY DISCUSSION FOR THIS EVENING.

I JUST WANT YOU TO KNOW THERE ISN'T ANYTHING UNDERHANDED, BACKHANDED OR MYSTERIOUS ABOUT WHAT HAPPENED HERE.

WE'RE MOVING FORWARD AND A GOOD DIRECTION FOR THE CITY AND WE'RE DOING SO WITH THE BEST POSSIBLE OUTCOME AT THE LEAST COST TO THE CITY.

THANK YOU.

MA'AM ANY OTHER DISCUSSION MR. ED? I KNOW MR. LIONS, THIS IS GOING TO BE HARD FOR A LOT OF YOU TO SWALLOW, BUT THANK YOU, MR. LYONS.

I THINK YOU TOUCHED ON SOMETHING THAT, UH, WAS, WAS VERY, UH, VERY IMPORTANT, BUT I DON'T THINK IT WAS REALLY HEARD OR UNDERSTOOD VERY WELL.

UM, IF WE GO BACK TO WHAT JOE HAD READ EARLIER CONCERNING THE, THE MAYORS, UM, MOTION OR THE MOTION THAT WAS MADE, IT WAS STATED BY THE MAYOR.

UM, IT DID SAY FOR A OF \$150,000 FOR THAT AGREEMENT, UH, SECTION TWO DOES MENTION THE \$150,000 PAID, AND THEN IT CONTINUES TO SAY THAT IT WILL CONTINUE IN FULL FORCE AND COVERAGE, ALL HEALTH, DENTAL, AND VISION INSURANCE AT CITY EXPENSES THROUGH MARCH 31ST, 2022.

SO ARE THOSE EXPENSES FREE

[02:05:02]

OR WILL THAT \$150,000 BE LESS ARE CALCULATED AMOUNTS OF THAT COST AS WE DISCUSSED IN EXECUTIVE SESSION.

AND I DON'T DISPUTE THAT YOU MAY NOT HAVE UNDERSTOOD, BUT I THOUGHT I WAS VERY CLEAR THAT WE WERE ACCEPTING A RESIGNATION.

IT WAS GOING TO COST \$150,000 PLUS A YEAR OF INSURANCE, BUT IN THE MOTION, IT WAS FOR A TOTAL OF \$150,000 FOR THAT AGREEMENT.

I UNDERSTAND THAT.

SO I CORRECT.

I DID THE WILL OF COUNCIL AND THE KIND OF INDIE AGREEMENT WAS SIGNED PURSUANT TO WHAT I WAS TOLD FROM COUNCIL AND THE MAYOR'S, UM, MOTION, WHICH FOR \$150,000 DID NOT SPECIFICALLY INCLUDE THAT OTHER AMOUNT.

NO, IT DID NOT.

OKAY.

OKAY.

ALL RIGHT.

SO, SO THE TOTAL AMOUNT IS OBVIOUSLY GOING TO BE MUCH HIGHER THAN 150,000 IN 150,000 PLUS 5,000 FOR INSURANCE.

THANK YOU.

ANY OTHER DISCUSSION FROM COUNCIL, MR. LYONS? UH, YES.

THANK YOU, MAYOR.

UM, IF YOU CAN HEAR ME PIGGYBACK OFF OF WHAT COUNCILMAN OTTO JUST SAID, UH, JERRY, UM, YES, THAT WAS A MISTAKE.

AND IF SOME OTHER ATTORNEY WOULD DISAGREE, UH, THE REAL REASON WE COULD BE LOOKING AT VOTING ON THIS AGAIN, INSTEAD OF WINDOW DRESSING, IS THAT IT WOULD PASS THIS CONTRACT AGAIN IN FRONT OF IT, WITH THAT.

AND THEN YOU WOULD BE CLEAR THE VINNY ISSUE.

RIGHT.

THAT WOULD BE NICE.

OKAY.

SO THE RECENT, SO THE REASON WE'RE REALLY VOTING ON THIS AGAIN IS BECAUSE LIKE, SEE THAT YOUR, UM, TOTAL ALLOTMENT IN THE, UH, CONTRACT NEGOTIATION, AND MAYBE THAT WAS REQUIRED.

IT'S NO FAULT OF YOURS.

MAYBE THAT'S JUST WHAT WAS NEGOTIATING.

YOU HAD THE, UH, THAT SIGNED IT.

AND NOW WHERE, UH, CORRECTING THAT BY.

SO THIS WHOLE ENTIRE ISSUE IS NOT WINDOW DRESSING AT ALL, AND IT'S NOT AS A, WHAT HAS BEEN ALLEGED THE, UM, THAT ARE CLEARING UP SOME CONFUSION.

THERE WASN'T ANY CONFUSION WE SHOULD WORK.

CON SOME OF US WERE COMMON AND THAT WAS BY THE MOTION BECAUSE THIS SHOULD HAVE BEEN BROUGHT BACK TO US AGAIN, BUT THAT'S NOT WHAT MOTION SAID.

AND IT SAID SHE, AND SOME OF US WHO WERE NOT PULLED AHEAD OF TIME LOOKING AT THIS, COMING BACK, THIS IS WHAT'S COMING BECAUSE IT'S ENDED.

SO, OH, LAST QUESTION I HAVE I'LL PUT WHAT'S ACTUAL WOULD HAVE BEEN THE PAL TO SEE, MAKE THAT YOU'RE ON HIS PREVIOUS CONTRACT BEFORE WE AGREED TO THIS CONSULT WOULD HAVE BEEN THAT NUMBER.

I THINK YOU'RE ASKING YOU BROKE UP A LITTLE BIT IS HOW MUCH THE CITY MANAGER WOULD HAVE GOTTEN UNDER HIS CONTRACT WITH THE RESURRECTION, APPROXIMATELY 150, \$2,000.

ALSO THE GREAT AMOUNT OF MONEY, OR BE SAVED BY DOING IT THIS WAY.

THAT'S \$2,000.

SO THAT'S WHAT THIS IS ABOUT.

NO DISCUSSION, MR. SHAW, I GUESS IT'D BE MY TURN.

WOW.

AND THERE'S A LOT IS GOING ON.

I, YEAH, AT LEAST YOU CAN HEAR ME.

YEAH.

BUT MR. LYONS, WE'RE GOING TO HAVE TO GET YOU A MICROPHONE, COMPUTER SET UP, BLESS YOUR HEART.

YOU MAY WANT TO CALL IN OR SOMETHING.

UM, I DON'T EVEN KNOW WHERE TO START HERE AT GOOD GUN.

UH, YOU SAID WE GOT TILL MIDNIGHT, RIGHT? MAYBE EVEN LATER.

ALL RIGHT.

WELL, WHATEVER YOUR HEART DESIRES, RICHARD.

ALL RIGHT.

BUCKLE IN.

UM, JOE, THANK YOU SO MUCH FOR READING THAT MOTION.

THAT WAS EXACTLY VERBATIM THAT I HAD DOWN HERE.

UM, YOU WOULDN'T HAPPEN TO HAVE MR. GORE'S COMMENTS AFTER THAT VERBATIM, WOULD YOU?
OH, DON'T WORRY.

I GOT THAT FOR YOU.

YEAH, I GOT YOU TAKEN CARE OF.

SO AFTER THE, UH, MOTION BY MRS. BAKER AND THE SECOND BY MR. HILL, UM, MAYOR GORES
STATED, AND I QUOTE, CAUSE LIKE YOURSELF TOOK SEVERAL TIMES TO READ THROUGH THE, UH,
LISTEN AND, UH, AND, UH, THANK TONY FOR, UH, USE OF SWAG IT BECAUSE IT'S EVEN GOT A TRAIN
SCRIPTING ITEM BUILT INTO THAT AS WELL.

[02:10:02]

MR. GORES STATED, AND I QUOTE, I WOULD ASK MR. MCDONALD, IF YOU WOULD GET WITH MR.
SCHOMER AS QUICKLY AS POSSIBLE TO GET THOSE AGREEMENTS, HIS RESIGNATION IS EFFECTIVE ON
THE EXECUTION OF THAT AGREEMENT.
HIS RESIGNATION IS EFFECTIVE ON THE EXECUTION OF THAT AGREEMENT.

THERE WILL BE A SPECIAL CITY COUNCIL MEETING CODE WITHIN THE NEXT 48 HOURS WITHIN 24
HOURS OF THE EXECUTION OF THAT AGREEMENT TO NAME THE INTERN CITY MANAGER, WHO WOULD
MOVE FORWARD THERE.

THE ONLY DIFFERENCE WITH WHAT MR. GORE SAID AFTER THE VOTE AND WHAT HIS MOTION WAS,
UM, THAT, UH, WAS CARRIED, UH, BY, UM, THIS COUNCIL IS AT THE END AFTER COUNCIL HAD VOTED,
HIS COUNCIL DID NOT VOTE THAT HIS RESIGNATION IS EFFECTIVE ON THE EXECUTION OF THAT
AGREEMENT.

THE MOTION STATED THAT THE LAW DIRECTOR WOULD EXECUTE THE RESIGNATION AND
CONSULTATION OF THE CITY MANAGER, ROBERT SCHUMER.

SO A LOT OF FOLKS HAVE BEEN GETTING CAUGHT UP ON THIS WORD, EXECUTE.

AS THE MAYOR HAD STATED THE CHEAP POLITICS TO SPIN GAMES HAVE BEEN GETTING CAUGHT UP ON
THIS LEGAL TERM OF EXECUTE WELL, THE CITY HAS USED EXECUTE BEFORE.

UM, I'M GOING TO BE DOING A WONDERFUL VIDEO TO SHOW YOU THE RESIDENTS, HOW YOU CAN GO
IN AND LOOK AT OUR CITY'S WEBSITE AND MEETINGS AND SEE HOW MANY TIMES THE WORD EXECUTE
HAS BEEN USED.

OH MY GOODNESS.

BUT HERE'S THE KEY.

WAS THE TERM EXECUTE USED CORRECTLY ACROSS THE BOARD OR IS IT BEING CHERRY PICKED BY CERTAIN INDIVIDUALS? ALLOW ME TO ANSWER THAT FOR YOU.

SO, AS WE HAD STATED THROUGH THE MOTION AND THE EXECUTE TERM WAS BROUGHT UP, LET'S TAKE A FAST FORWARD BACK TO OUR PREVIOUS ADMINISTRATION.

UM, BACK ON MAY 8TH OF 2017, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT FOR THE ESTABLISHMENT OF THE OPT-OUT ELECTRIC AGGREGATION PROGRAM CONSULTANT.

AT THAT TIME, THE WORD EXECUTE WAS USED BY THE CITY MANAGER.

THE REASON I KNOW THAT IS BECAUSE I WENT BACK AND WATCHED THAT VIDEO.

AND A MATTER OF FACT, THE PREVIOUS CITY MANAGER RAN THAT COUNCIL MEETING FOR SOME REASON, MR. ROGERS WASN'T HERE PRIOR TO THAT AT THE WORK SESSION, IT WAS DISCUSSED AGAIN.

SO IT WAS ASKED THAT THE CITY MANAGER WHO WAS RUNNING THE MEETING, EXECUTE THOSE AGREEMENTS AND BRING IT BACK TO COUNCIL BECAUSE MR. OTTO QUESTIONED HIM ON THAT.

SO WHAT HAD HAPPENED AUGUST 14TH, 2017, IT WAS BROUGHT BACK AGAIN, EXCEPT IN A DIFFERENT TOPIC AS THE HARSHMAN VILLE ROAD PROJECT.

THEN WE'D DISCUSS IT AGAIN ON NOVEMBER 27TH OF 2017, FOR SUEZ TO EXECUTE THAT AGREEMENT.

WHAT'S THE DIFFERENCE.

THE AGREEMENTS WERE BROUGHT BACK AT A WORK SESSION PUBLICLY.

SO YOU ALL COULD SEE IT DISCUSSED BY THIS COUNCIL, THEN MOVE TO A COUNCIL MEETING WHERE WE ALL COULD DEBATE IT AND VOTE ON IT.

THEN THAT'S THE TERM EXECUTE AGAIN, I'VE GOT EXAMPLES.

WE CAN, YOU KNOW, CONTINUE GOING ON WITH THAT.

SO THE OUTSTANDING, IN MY OPINION IS WHEN THE LAW DIRECTOR AND JERRY, NOTHING ON YOU, BECAUSE THIS COUNCIL ASKED YOU TO EXECUTE.

I'M SORRY, THE MAYOR'S MOTION ASKED YOU TO EXECUTE.

UM, SO I GUESS THE QUESTION IS, WERE WE USING THE WORD EXECUTE CORRECTLY BEFORE OR NOW BECAUSE WHERE THE CONFUSION COMES TO PLAY AS A LOT OF PEOPLE HAVE STATED THAT I'M CONFUSED? OH, NO, I'M NOT CONFUSED.

WHEN I LEFT HERE MONDAY, I WAS VERY, VERY CLEAR THAT WE WERE FIRING THE CITY MANAGER AT THAT TIME.

WE WERE WINDOW DRESSING IT AS HAD STATED BY SOME, BY TO THE RESIDENTS TO ALLOW HIM TO RESIGN.

SO OTHER OPPORTUNITIES, UM, DOWN THE PIKE, IF YOU WANT HER TO GET A DIFFERENT JOB, WHATEVER THE CASE MAY BE COULD BE DONE, AND WE'RE GOING TO PAY \$150,000 FOR A CONSULTANT AGREEMENT THAT WE WEREN'T PROVIDED.

MR. MCDONALD DID GO THROUGH SOME OF THE TOPICS IN THERE.

UM, AND AGAIN, SHAME ON ME IF I DIDN'T ASK QUESTIONS, UM, A LITTLE FURTHER ON THAT.

I WILL ADMIT THAT SHAME ON ME FOR NOT ASKING FURTHER QUESTIONS ALL DAY LONG.

HOWEVER, AS MR. LYONS HAD STATED, THE CON JOB IS SOMEWHERE A FOOT AS MR. OTTO HAD STATED, UM, YOU KNOW,

[02:15:01]

IT'S NOT THE, IT'S NOT THE CONFUSION, IT'S THE BAIT AND SWITCH, I BELIEVE.
AND, AND MR. WEBB, I BELIEVE IN THE INTERVIEW THAT WE DID NOT TOGETHER, BUT, UH, UM, ON ABC FOX 22, I USED THE WORD CORRUPTION.

SO I MEAN, HOLY SMOKES, WHAT IS GOING ON? SO THAT'S JUST THE WORD EXECUTE, I, HER TO THROW THAT OUT THERE.

SO THE SPIN GAME OF THE WORD EXECUTE WE HAVE, I HAVE SHOWN YOU MULTIPLE TIMES THAT THIS CITY USES IT DIFFERENTLY.

NUMBER TWO, AS I'M A KIND OF FEEL LIKE I'M ON A ROLL HERE, MARY, I CERTAINLY APPRECIATE, UM, YOU KNOW, UH, OPENING THE DISCUSSION FOR THE SATURDAY MEETING.

I HAD NOTHING TO HIDE DURING THAT SATURDAY MEETING.

I DON'T THINK YOU HAD ANYTHING TO HIDE.

MR. CAMPBELL WAS NICE TO SEE YOU THERE AS WELL.

UM, SO WHEN WE ENTERED CITY HALL AT THAT TIME, ABOUT 1142, I KNOW SOME THIRD PARTIES HAVE ALREADY DONE, YOU KNOW, UM, PUBLIC RECORDS REQUESTS FOR THE KEY FOBS AND THE VIDEO, THE LOBBY, YOU'LL SEE ALL OF US COMING IN AND SITTING DOWN IN THE, IN THE BACK ROOM OR YOU WON'T SEE US SITTING IN THE BACK ROOM, BUT YOU'LL SEE US COME INTO THE LOBBY.

SO I GUESS, I GUESS MARY, I GOT A COUPLE OF QUESTIONS IF I MAY.

UM, SO WE CAN REALLY CLEAR THE AIR ON THAT BECAUSE IN MY OPINION, THAT'S NOT WHERE IT STARTED.

THAT'S KIND OF WHERE THE HORSE REALLY GOT OFF THE KENTUCKY DERBY AND WE WERE ONTO THE TRIPLE CROWN WAS ANY OTHER COUNCIL MEMBERS OUTSIDE OF MR. CAMPBELL AND MR. OTTO, UH, INVITED TO THAT MEETING.

NO, AND I, AND I THINK YOU WOULD, YOU WOULD CONFIRM THAT THE ONLY PEOPLE THAT WAS PRESENT DURING THAT SATURDAY MEETING WAS YOURSELF MR. CAMPBELL AND ME, CORRECT.

I INVITED MR. OTTO AND HE, UH, NOTIFIED THAT HE COULDN'T COME.

SO I SAID, NEVERMIND, WE CAN DO ANOTHER TIME.

THEN YOU IMMEDIATELY RESPONDED, HEY, I'M AT WALMART, BUT I'M FREE.

SO I SAID, OKAY.

YES.

YEAH.

AND I DON'T EVEN REMEMBER WHAT I WAS BUYING AT WALMART THAT DAY, BECAUSE SO MUCH HAS TRANSPIRED.

YEAH.

IT DOESN'T.

UM, SO AFTER THE MARCH 8TH, UM, UH, CITY COUNCIL WORK SESSION, I WAS INFORMED BY THE LAW DIRECTOR, UM, UH, THAT, UM, THAT HE HAD TO RECEIVE A CALL FROM YOU, UM, ASKING FOR THOSE CONTRACTS.

IS THAT CORRECT? YES.

DO YOU KNOW ABOUT WHAT TIME THAT THEY CALL OCCURRED? UM, HONESTLY, I DON'T KNOW.

I JUST KNOW BASED ON THE DISCUSSION THAT WE HAD HERE, UH, YOU SAID YOU HAD THE, UH, CONTRACT ON YOUR COMPUTER AT HOME, ON YOUR DRIVE, AND THEN YOU ASKED ME, HEY, WHY DON'T YOU GET WITH MR. MCDONALD AND GET THAT CONTRACT SO WE CAN DETERMINE WHAT IT'S GOING TO BE.

YOU SAID, UM, I THINK THAT'S PROBABLY A LOT OF MONEY AND I BELIEVE MR. CAMPBELL USED THE WORD, HEY, LOOK, YOU KNOW, EV EVERYBODY HAS A GAG REFLEX IN TERMS OF WHAT THAT'S GOING TO BE.

AND, AND YOU SAID, YES, MR. CAMPBELL ASKS YOU TO SLEEP ON WHAT NUMBER YOU'D BE COMFORTABLE WITH.

AND THEN AT THAT POINT IN TIME, QUITE A BIT OF TIME HAS GONE BY BECAUSE WHEN YOU LET US KNOW YOUR WIFE WAS STILL SITTING ON THE CAR, UH, AND THAT'S THE REASON WE, WE LEFT THE MEETING CAUSE WE'VE BEEN BACK THERE PROBABLY AN HOUR AND A HALF HOUR AND 40 MINUTES.

IT WAS, IT WAS ABOUT THAT.

YEAH, NO, I CERTAINLY APPRECIATE THAT.

AND MY WIFE WAS STILL GIVING ME GRIEF ABOUT BEING OUT IN THE CAR THAT LONG I WENT TO.

YEAH.

UM, SO AFTER THE MARCH 8TH CITY COUNCIL WORK SESSION, UM, I LEARNED THAT THE, UH, UM, THE LAW DIRECTOR HAD EMAILED THOSE DOCUMENTS OVER TO YOU.

UM, DO YOU KNOW ABOUT WHAT TIME YOU RECEIVED THOSE DOCUMENTS ON SATURDAY AFTERNOON? I DON'T KNOW.

OKAY.

ALL RIGHT.

UM, WAS IT SENT TO YOUR PUBLIC EMAIL ADDRESS? YOUR HH.

OKAY.

ALL RIGHT.

I THINK JERRY, MAYBE THAT COULD HAVE BEEN, UM, WHEN YOU SENT THE DOCUMENTS, THAT THAT WAS ALL, SO PART OF WHEN YOU HAD GOT WITH LIKE THE FIRST EMAIL, I REMEMBER YOU SENDING ME WAS WHEN YOU'D GOT WITH KATIE AND SHE HAD GIVEN YOU ALL THE INFORMATION OUTLINING, I BELIEVE WHAT A WITHOUT, CAUSE I MEAN, I HAD SATURDAY, I WAS ACTUALLY IN HUBER HEIGHTS AT RUSHMORE ELEMENTARY FOR MY MCA BASKETBALL GAME AND I RECEIVED A CALL AND THEY WON THE FIRST GAME.

SO THEY WERE IN THE SECOND GAME.

I CAN'T REMEMBER WE WERE HERE ALL AFTERNOON BECAUSE THEY WENT TO GAMES, BUT I RECEIVED A CALL FROM THE MAYOR ASKING FOR THE CONTRACT.

I STOPPED ON MY WAY HOME, WHICH I LIVE DOWN SOUTH.

SO I STOPPED THE DATE AND GOT THE AGREEMENT.

AND THEN I BELIEVE I EMAILED IT TO YOU THAT DAY.

YOU STILL ON SATURDAY, THAT WOULD HAVE BEEN THE YEP.

PROBABLY WOULD HAVE BEEN, PROBABLY WOULD HAVE BEEN LATER.

I DON'T, I MEAN, I, I, I DON'T RECALL SPECIFICALLY, BUT YEAH, THAT, THAT SOUNDS LIKE WHAT HAPPENED.

I APPRECIATE THAT.

AND I DO RECALL THAT BASKETBALL GAME IN OUR DISCUSSION, UM, AFTER THE MARCH 8TH CITY COUNCIL WORK SESSION OR A CITY COUNCIL, REGULAR MEETING, UM, I WAS INFORMED, UM, MAYOR THAT YOU HAD CALLED THE LAW DIRECTOR SOMETIME SUNDAY MORNING, LATE SUNDAY AFTERNOON, AND STATED THE PREVIOUS CITY MANAGER WAS GOING TO RESIGN.

DO YOU KNOW WHAT TIME THAT CALL OCCURRED? NO.

OKAY.

UM, SO BETWEEN SATURDAY, MARCH 6TH AT ABOUT 1:20 PM

[02:20:02]

UNTIL THE PHONE CALL TO THE LAW DIRECTOR ON SUNDAY, UM, I GUESS THE QUOTE, ONE OF THE MANY QUESTIONS I HAVE OUTSTANDING IS WHO SPOKE TO THE PREVIOUS CITY MANAGER AND FORCED HIS RESIGNATION.

WAS IT, WAS IT MR. MCDONALD? WAS IT MR. CAMPBELL OR WAS IT YOURSELF? BECAUSE IT WAS NOT ME AND IT WASN'T MR. OTTO AND IT WASN'T MRS. BAKER.

SO ONE OF THREE PEOPLE AT W WASN'T DONE, SO ONE OF THREE PEOPLE HAD THAT INFORMATION BETWEEN SATURDAY AFTERNOON AND SOMETIMES SUNDAY MORNING, SUNDAY AFTERNOON, SOMEBODY REACHED OUT TO THE PREVIOUS CITY MANAGER, FORCED HIS RESIGNATION.

THAT IS THE QUESTION I THINK, PEOPLE IN THIS COMMUNITY AND DO KNOW.

YEAH.

SO I THINK, UM, HAVE NO PROBLEM, NO PROBLEM SAYING THAT, UM, ONCE, UH, AFTER WE'D HAD THE DISCUSSION, UM, MR. CAMPBELL SPOKE WITH MR. SCHOMER AND THAT DISCUSSION WENT SOMETHING LIKE, UH, THIS, I BELIEVE THERE'S A, UH, MOVEMENT, UH, TO REMOVE YOU FROM YOUR POSITION.

AND MR. SCHOMER WAS OBVIOUSLY AT THAT POINT, WONDERING IF THERE WAS, UH, ENOUGH VOTES ON THE COUNCIL TO REMOVE HIM.

AND SO I, I WILL SPEAK FOR MR. CAMPBELL BASED ON WHAT HE TOLD ME, BUT HE CAN CERTAINLY CLARIFY OR VERIFY A CONVERSATION.

UM, MR. CAMPBELL INFORMED THAT HE DIDN'T, HE DIDN'T KNOW, BUT THE FACT THAT, UH, HE HAD WAS IN A MEETING WITH MYSELF AND YOURSELF BEING THAT AGAIN, THERE'S CLEARLY NO, UH, SECRETS THAT, UM, TUESDAYS OF COUNSEL, MR. OTTO ARE NOT FANS OF MS. SHOMER.

UM, I THINK THAT LED MR. UH, SHELMAR TO BELIEVE THAT YES, IT WAS, IT WAS, IT WAS SERIOUS.

YES.

SO I GUESS HERE'S MY QUESTION, BECAUSE PREVIOUSLY, UM, THIS IS NOT THE FIRST TIME THAT YOU AND I HAVE HAD DISCUSSIONS ABOUT ROB SCHUMER'S EMPLOYMENT.

AM I CORRECT? YEAH.

SO I BELIEVE PROBABLY IT WAS LAST YEAR SOMETIME.

UM, LOTS OF THE CITY COUNCIL MEMBERS, AGAIN, OVER A PERIOD.

I AM THE LIAISON TO CITY STAFF.

UH, I DON'T REMEMBER A DATE SPECIFICALLY, BUT I DO KNOW THAT, UH, THERE WERE SOME QUESTIONS CONCERNING, UH, ITEMS THAT WERE GOING ON.

AND, UH, I HAD ACTUALLY ASKED DIFFERENT COUNSELORS TO KIND OF PREPARE A LIST MAYBE OF THINGS THEY WANTED ADDRESSED.

AND, UH, SO I BELIEVE THAT'S MY RECOLLECTION OF THAT MEETING THAT WE HAD HERE AT CITY HALL, UH, WHERE WE ADDRESSED SOME OF THOSE THINGS, UM, OR WHAT YOUR CONCERNS OR FRUSTRATIONS WERE.

SO THAT WAS, THAT'S MY RECOLLECTION, UH, OF IF THAT'S THE TIME THAT YOU'RE TALKING TO 'CAUSE AND, AND I'LL BE GOING BACK TO ANOTHER TOPIC HERE IN JUST A MOMENT, BUT, UM, I KNOW MY RECOLLECTION OF MY OWN THOUGHTS AND BELIEFS REGARDING THE PREVIOUS CITY MANAGERS EMPLOYMENT HAS PRETTY BEEN STEADFAST SINCE 2015, I GUESS WHAT I THINK SOME OF THE RESIDENTS OF THIS COMMUNITY, ALL OF THEM DESERVE IS WHAT CHANGED ON YOUR MIND TO HAVE THOSE CONVERSATIONS, NOT ONCE, BUT TWICE WITH ME.

UM, AND WHY NOW, AS, AS I HAD SAID, AND I'LL SAY IN AN EXECUTIVE SESSION WHEN I WAS ASKED, UM, I WAS ASKED AGAIN, EVEN NOW, HEY, ARE YOU SURE YOU WANT ME TO DO THIS IN AN ELECTION SEASON? AND I THINK MY, UM, MY ANSWER EVOLVED AROUND YES, BECAUSE I BELIEVE THAT WAS THE RIGHT THING TO DO.

AND I BELIEVE THAT FOR US TO PROGRESS IN THE DIRECTION THAT WE WANTED TO GO, UM, IT WAS, IT WAS, IT WAS TIME.

SO I THINK SEVERAL CONVERSATIONS, UH, WITH DIFFERENT COUNCIL MEMBERS OVER A PERIOD OF TIME, UM, LED TO THIS.

AND, UH, AGAIN, I THINK THERE'S, IT WAS NOT AN EASY DECISION, UM, BUT IT'S A DECISION THAT I WILL STAND BY.

UH, IT'S A DECISION THAT I BELIEVE, UH, NEEDED TO HAPPEN.

AND, UH, AND I'M, I'M HAPPY WE'RE IN THE POSITION WITH MR. FALKOWSKI TO MOVE FORWARD AND I'M SATISFIED THAT THIS COUNCIL KNEW, UM, WE WERE VOTING TO, UH, CHANGE DIRECTIONS WITH THE CITY MANAGER AND I'M, I'M OKAY WITH I'M OKAY WITH WHERE WE'RE AT.

OKAY.

AND JUST FOR CLARIFICATION, I'VE GOT NO PROBLEM WITH SCOTT, I GUESS MY ONLY YES.

AND AS YOU, AS YOU'VE MENTIONED, UM, YOU KNOW, THERE, THERE WAS AN ISSUE REGARDING THE GRANITE DISCUSSION AT THE WORK

[02:25:01]

SESSION REGARDING THE, UH, THE VETERANS MEMORIAL.
AND THAT CERTAINLY WAS, UH, UH, A PIECE OF FRUSTRATION.

THAT WAS, THAT WAS, THAT WAS STICKING WITH ME THAT, UM, I WAS VERY FRUSTRATED OVER AND I, AND I, AND I MADE THAT OPINION VERY APPARENT.

VERY, VERY CLEAR QUESTION WOULD BE, I KNOW AT THE PUBLIC MEETING MR. OTTO HAD, UM, WELL ACTUALLY THANK GOODNESS FOR SWAG.

IT, WE MIGHT NOT BE ABLE TO HEAR MR. LYONS, BUT WE CAN SURELY GET A MEETING, UM, RECORDED HERE.

UM, ON MARCH 2ND, MARK CAMPBELL ASKED, HAS THERE, HAS THE VETERANS COMMITTEE, UH, BEEN BRIEFED ON THIS TO THE LEVEL BEHALF, PREVIOUS CITY MANAGER? YES.

MR. CAMPBELL.

SO WHAT I HEARD ORIGINALLY WAS AL GRIGGS HAD AN OPINION, BUT I'M UNDERSTAND THAT IT'S THE VETERAN'S COMMITTEE'S OPINION, OR IS THAT HIS OPINION, PREVIOUS CITY MANAGER? WELL, THAT WAS AT A VETERANS, UM, MEETING.

SO IT WAS DISCUSSED AT THE LAST VETERANS COMMISSION, MR. OTTO.

UM, I DON'T WANT TO STEP ON ANY TOES OR ANYTHING, BUT I WAS AT THAT MEETING OF THE VETERANS, UM, COMMISSION AND, UM, I, I HAVE THE SAME PROBLEM TOO, AND IT COULD BE IT, UM, THERE IS NO DISCUSSION ON THIS TOPIC, PREVIOUS CITY MANAGER.

YES.

I SET RIGHT BACK THERE AND HE MOTIONED OVER HERE.

SO MARY YOU, AT THE UNDERSTANDING THAT THAT STATEMENT WAS FALSE AND THAT'S WHAT CAUSED IT BECAUSE MR. LYONS DIRECTLY ASKED YOU IF IT WAS THE FIREFIGHTERS.

UM, AND I KNOW MRS. BERG HAS HAD SEVERAL PREVIOUS ISSUES.

SO I GUESS WE'RE TRYING TO FIGURE OUT WITH STELLAR, UM, PREVIOUS EMPLOYMENT REVIEWS, COMMENTS BY YOURSELF ON THIS DYESS.

UM, YES, I, I STOPPED DOING EMPLOYMENT REVIEWS BECAUSE I WAS NEVER GETTING ANY FEEDBACK ON WHAT WAS BEING SAID.

UM, AND FRANKLY, UM, IT'S NOT LIKE ANY COMMENTS THAT I'M GOING TO HAVE REGARDING THE, THE CITY MANAGER AND THIS PREVIOUS ISSUES THAT I'VE HAD SINCE 2015 WAS GOING TO GET RELAYED.

SO I GUESS MY QUESTION TO YOU IS BACK TO THE POINT, WAS THAT THE STRAW THAT BROKE THE CAMEL'S BACK, I THINK IT WAS, UM, THAT WAS PROBABLY THE, THE CULMINATION OF A OF, OKAY.

ALL RIGHT.

SO I GUESS MR. OTTO HAD ALLUDED TO THIS EARLIER, AND I, AND I JUST WANTED TO KIND OF, UM, BRING SOME CLARITY BECAUSE MR. GOREY YOU, YOU SAID THAT YOU WERE MISQUOTED, I'VE BEEN MISQUOTED.

MATTER OF FACT, I WAS JUST RECENTLY MISQUOTED.

UM, THE VIDEO PIECE DIDN'T REALLY DO US ANY SERVICE ON ABC, BUT THE BRITAIN PIECE THAT, UM, SO IN THE COMMENTS THAT YOU HAD MADE TO THE DAYTON DAILY NEWS THAT WAS REPORTED AT 12:01 PM THAT FOLLOWING TUESDAY, UM, IT HAD STATED, YOU TOLD THE DAYTON DAILY NEWS THAT SHOMER OFFERED HIS RESIGNATION TO THE CITY COUNCIL MONDAY NIGHT, CITING NEW OPPORTUNITIES THAT HAVE OPENED TO HIM PERSONALLY, OR YOU MISQUOTED LET'S SEE HERE.

I SENT AN EMAIL.

YEAH.

I SENT THE SAME EMAIL TO, UM, CHANNEL TWO AND TO THE DAYTON DAILY NEWS.

AND IT, AND I GUESS I DID SAY, UM, MR. SCHIRMER OFFERED HIS RESIGNATION TO THE CITY COUNCIL LAST EVENING, SAUDI NEW OPPORTUNITIES THAT HAVE OPENED TO THEM.

PERSONALLY, WE WILL HAVE A SPECIAL MEETING OF COUNCIL VERY SOON TO APPOINT AN INTERIM CITY MANAGER TO WORK THROUGH THE TRANSITION.

THAT'S THE SAME QUOTE THAT I SENT TO W H O I'M SORRY, CHANNEL TWO.

UH, AND THE DAYTON DAILY NEWS.

UM, LEE MCCLORY, I BELIEVE EILEEN.

YES.

EILEEN MCCLORY JERRY.

WHEN WERE YOU INFORMED THAT THE CITY MANAGER AS MR. GORDON DOES QUOTED THAT HE FOUND OTHER OPPORTUNITIES THAT HAVE OPENED UP TO HIM? WHEN WERE YOU INFORMED OF THAT? I DON'T BELIEVE I WAS EVER SPECIFICALLY INFORMED OF IT.

UM, SO FROM THAT SATURDAY DISCUSSION THAT WAS HAD TO HERE AND, UM, AND W THE THREE OF US HAD SAID, MAN, YOU MET HER BETTER, GET THOSE CONTRACTS.

IF YOU'RE LOOKING TO PULL THE TRIGGER ON THIS.

AND, AND I BELIEVE MR. CAMPBELL SAID, QUOTE, YOU BETTER KNOW WHAT YOU'RE DOING, AND YOU BETTER KNOW WHAT'S IN THERE.

AND, UH, I BELIEVE THERE WAS TOPICS OF CONVERSATION OF SEVERANCE THAT HAD BEEN BROUGHT UP AT THAT TIME, UM, AND THE DOLLAR AMOUNTS.

AND THEN IT WAS SAID, WELL, WE'LL GET WITH JERRY.

UM, WE'LL GET THE CONTRACTS AND WE'LL HAVE A EXECUTIVE SESSION PRIOR TO THAT MEETING TO GET THAT AIRED OUT.

[02:30:01]

SO JERRY, DO YOU KNOW WHEN YOU HAD A CONVERSATION WITH OUR HUMAN RESOURCES TO DISCUSS THAT THOSE CONTRACTS, WHEN WAS THAT? THAT WOULD HAVE BEEN MONDAY MORNING. SO AT THAT POINT IN TIME, IT WAS PRETTY MUCH MOOT BECAUSE THE MAYOR HAD ALREADY TOLD YOU ON SUNDAY THAT THE CITY MANAGER WAS GOING TO OFFER HIS RESIGNATION RESIGNATION IN EXCHANGE FOR A CONSULTING AGREEMENT.

IS THAT TYPICAL IN YOUR OPINION? YES.

OKAY.

SO I GUESS, JERRY, IN YOUR OPINION, OUTSIDE OF USING THE TEMPLATE LETTER THAT YOU WOULD USE FOR THE CONSULTING FOR VANDELIA, UM, DID YOU INFORM THIS COUNCIL AT ANY TIME THAT THESE ITEMS ARE NOT TYPICAL? WHAT ITEMS WERE YOU MEAN? OUR PROCESS, THOUGHTS, CONCERNS.

DID YOU EVER ADVISE US THAT THESE ITEMS ARE NOT TYPICAL AND ANYTHING, ANY, ANYTHING IN THAT DISCUSSION IN EXECUTIVE SESSION ON MONDAY? NO EXECUTIVE SESSION.

I WENT OVER THE OPTIONS WITH COUNCIL.

OKAY.

SO I GUESS YOU CAN UNDERSTAND THE CONFUSION, UM, THROUGH OUR POLITICAL SPIN GAME HERE, THAT WE'RE PLAYING OF NOT UNDERSTANDING WHAT WE'RE VOTING ON.

WHEN THE LAW DIRECTOR WAS NOT NOTIFIED THAT OUR PREVIOUS CITY MANAGER HAD FOUND OTHER OPPORTUNITIES, YOU ARE QUOTED IN THE DAYTON DAILY NEWS MIRROR STATING HE HAD OTHER OPPORTUNITIES.

UM, THE RESIGNATION LETTER THAT I BELIEVE NOBODY ON COUNCIL SEEN UNTIL TUESDAY STATED OTHER OPPORTUNITIES, BUT THAT'S NOT WHAT WAS TOLD TO ME ON MONDAY.

AND THAT'S WHERE I BELIEVE I GOT SOLD A BAD BILL OF GOODS.

THAT'S WHERE MY CONFUSION CAME INTO PLAY.

MR. OTTO, WAS THAT YOUR RECOLLECTION? ABSOLUTELY.

THANK YOU.

OKAY.

SO, UM, IN THE INTEREST OF TIME, UM, I'M GOING TO ASK A COUPLE OF OTHER QUESTIONS, UM, SORRY, JERRY.

I'M AT THE SPECIAL MEETING.

UM, DURING A COUPLE OF MY TIMES AFTER TRYING TO ASK QUESTIONS ON GETTING SHUT DOWN, I WAS ABLE TO ASK ONE QUESTION OF YOU AND THAT WAS, CAN WE ROLL THE CONSULTING AGREEMENT BACK? IS IT YOUR OPINION THAT THE EMAIL YOU SENT ON THURSDAY, MARCH 11TH AT 2:19 PM.

ANSWERED THAT QUESTION FOR ME? YES.

THANK YOU.

IN THAT EMAIL, IT EDID STATED THE VESTED RIGHT.

OF OTHERS HAVE SINCE INTERVENED.

COULD YOU EXPLAIN THAT STATEMENT? CAUSE I'M A BIT CONFUSED.

SURE.

UM, WE HAD THE AGREEMENT, IT WAS GIVEN TO MR. SCHOMER.

HE RESIGNED AND THAT WAS PURSUANT TO THAT AGREEMENT.

HE RESIGNED AND I SIGNED THE AGREEMENT.

SO IT WAS AN EXECUTED AGREEMENT.

IT WAS DONE WHEN SOMEBODY ELSE HAS ALREADY INVESTED IN IT TO THEIR DETRIMENT.

IT'S VERY DIFFICULT TO UNRAVEL.

SO IN THAT EMAIL, YOU, UH, I BELIEVE AT YOUR LAST PHRASE WAS, AND I DON'T WANT TO PUT WORDS IN YOUR MOUTH.

I'M SIGNING THIS RIGHT OFF.

THE EMAIL ACTION OF COUNSEL IS FINAL.

YES.

OKAY.

THEN WHY IS THIS A TOPIC ON THE AGENDA TONIGHT? MY UNDERSTANDING IS THE MARIJUANA TO GO THROUGH THIS PROCESS THROUGH THE, IF YOU WILL NORMAL CHANNELS.

SO INSTEAD OF HOLDING AND MY OPINION, A SPECIAL MEETING THAT I'D ASKED FOR ON LAST THURSDAY AT 6:00 PM, YOU HAD JUST STATED THE MAYOR SUGGESTED THIS BECOME AN AGENDA ITEM, BUT NOT FOR A DISCUSSION THERE'S LEGISLATION ATTACHED TO IT.

I BELIEVE IN YOUR COMMENTS, JUST NOW THE LEGISLATION WHERE THAT THERE'S A FIRST AND A SECOND ON THE FLOOR FOR IT'S NOT EVEN NEEDED.

AM I CORRECT? THAT IS CORRECT.

OKAY.

AND I BELIEVE WAS THE WORD EARLIER CHEAP POLITICS.

OKAY.

I JUST WANTED TO MAKE SURE I GOT BACK TO THAT.

UM, SO I WANT TO GO THROUGH A COUPLE OF COMMENTS OR QUESTIONS THAT WAS ASKED BY THE AUDIENCE OUT HERE.

UM, JOE, YOU WOULD, YOU WOULD ASK THE LAW DIRECTOR IF HE HAD WROTE THAT ON HIS OWN.

UM, AND YOU HAD BROUGHT UP THAT METADATA.

UH THAT'S THAT'S GOOD INFORMATION.

UM, BECAUSE UP TO THEN I HAD NO IDEA THAT METADATA EVEN EXISTED AND WHAT IT DOES, AND THAT, THAT AGREEMENT WAS KIND OF A CARBON OFF A PRETTY CITY, A PREVIOUS CITY MANAGER'S CONTRACT.

I THOUGHT WE WERE WRITING THAT SPECIAL FOR OUR PREVIOUS CITY MANAGER.

SO THANK YOU FOR BRINGING THAT TO LIGHT.

UH, MR. THOMAS, YOU HAD ASKED IF HE WAS FIRED.

[02:35:01]

DID YOU FINALLY GET YOUR ANSWER SORTA KINDA YEAH.

WELL, I, I BELIEVE YOU HAD HEARD THE MAYOR SAY IT WAS A FORCED RESIGNATION.

IT HAD BEEN DISCUSSED PREVIOUSLY.

UM, THERE WAS PREVIOUS EMPLOYMENT ISSUES THAT THE MAYOR HAD, UM, HAD CONFIRMED.

SO DID YOU, DID YOU GET A VALID ANSWER? I MEAN, CAUSE I SURELY HAVEN'T YET.

OKAY.

ALL RIGHT.

UM, UH, MAYOR, ANOTHER QUESTION THAT I HAD THAT MR. THOMAS I BELIEVE HAD BROUGHT UP, UM, THAT MONDAY WAS SUPPOSEDLY THE PREVIOUS CITY MANAGER'S LAST DAY.

HOWEVER, HE WAS HERE ON TUESDAY, CONDUCTING A STAFF MEETING AND UP IN HIS OFFICE AND TILL ROUGHLY ABOUT TWO, 2:00 PM.

UM, MAYBE A LITTLE A LITTLE BEFORE THAT, BUT YOU SAID HE WASN'T AWARE OF THAT, RIGHT? NOBODY HAD TOLD YOU OF THAT.

I WAS NOT INFORMED THAT HE WAS THAT DAY.

I FOUND OUT LATER, BUT I WAS NOT INFORMED THAT DAY THAT HE WAS HERE.

DID YOU APPROVE OF THAT? NOPE.

NO.

OKAY.

BUT WE HAVE NO RECOURSE FOR THAT.

DO YOU, I GUESS ANOTHER QUESTION, DO YOU PERSONALLY, AS THE MAYOR OF THIS COMMUNITY KNOW EXACTLY WHAT THE PREVIOUS CITY MANAGER WAS DOING HERE A DAY AFTER THIS COUNCIL UNANIMOUSLY FIRED? UH, NO.

OTHER THAN WHAT? SO YOU DON'T KNOW.

OKAY.

UM, HE WAS HERE THAT DAY, BUT YOU TOLD ME QUOTE ON SATURDAY AND I BELIEVE MR. CAMPBELL WAS HERE.

YOU HAD SAID, QUOTE, I'M THE MAYOR OF HUBER HEIGHTS.

THERE IS NOT MUCH OF ANYTHING THAT GOES ON IN THIS BUILDING I DON'T KNOW ABOUT, BUT YOU DIDN'T KNOW ABOUT THAT.

I DIDN'T KNOW ABOUT THAT.

OKAY.

UM, UM, I, I'M SORRY.

MA'AM WAS IT MISSING? YEAH, I, I, I CERTAINLY THANK YOU SO MUCH FOR THAT CLARIFICATION.

UM, YOU HAD SUGGESTED THAT CITY COUNCIL BE GIVEN DOCUMENTS, UH, WHEN WE'RE VOTING ON THINGS.

I COMPLETELY AGREE WITH THAT.

UM, AND, AND AGAIN, THAT'S WHERE I ADMIT FAULT FOR NOT ASKING FOR THOSE DOCUMENTS THAT TRUST, BUT VERIFY, I THINK HEARD THAT TERM BEFORE I WAS TRUSTING THAT THOSE DOCUMENTS WERE THERE.

UM, IT DOESN'T LOOK LIKE THE RESIGNATION LETTER ITSELF EVEN EXISTED BECAUSE CORRECT ME IF I'M WRONG, JERRY, DID YOU NOT ASK THE PREVIOUS CITY MANAGER 7:00 AM TUESDAY FOR THOSE DOCUMENTS AND YOU DIDN'T GET THEM UNTIL EIGHT HOURS LATER? WHY DID IT TAKE EIGHT HOURS? YOU, THE LAW DIRECTOR WAS AUTHORIZED BY THIS COUNCIL TO GET THOSE DOCUMENTS.

YES, I KNOW.

DID YOU INFORM THE MAYOR THAT IT TOOK EIGHT HOURS? I THINK I SENT THE MAYOR A TEXT MESSAGE SAYING I STILL DIDN'T GET THEM YET, BUT THEY WERE COMING SOON.

SO TECHNICALLY THE PREVIOUS CITY MANAGER WAS STILL AT THAT TIME EMPLOYED, CORRECT? OR NOT EMPLOYED UNTIL HE RESIGNED? YES.

AT WHAT POINT IN TIME DID HE RESIGN WHEN HE SIGNED THE RESIGNATION? SO THE AGREEMENT, SO DID HE OFFER THE RESIGNATION PREVIOUSLY OR NOT UNTIL THIS COUNCIL TOOK ACTION ON MONDAY? I'M SORRY, I DON'T FOLLOW THE QUESTION.

THERE'S A LOT OF OTHER PEOPLE THAT'S NOT FALLING IN EITHER.

WE'RE TRYING TO FIGURE OUT EXACTLY WHEN THE RESIGNATION CAME IN TO THE TIME THAT MR. SCHOMER HAD A CONVERSATION THAT HE WAS BEING FORCED TO GIVE THE RESIGNATION TO THE TIME THAT YOU ACTUALLY RECEIVED THE RESIGNATION.

I RECEIVED THE SIGNED RESIGNATION AT A ROUND.

I DON'T KNOW WHAT THE TIME LATE ON TUESDAY BY, UM, BY EMAIL.

NO, I, I GOT IT LIKE THE WAY I UNDERSTAND IT.

AND MR. MCDONALD IS YOU RECEIVED THAT RESIGNATION ROUGHLY ABOUT WHAT ABOUT 2:37 PM.

ONE SOUNDS ABOUT RIGHT.

UM, BUT SUMLIN, UM, AND, AND YOUR QUESTION, YOU STATED, WOULD WE HANDLE THIS THE SAME IF IT WAS SOMEBODY ELSE? AM I CORRECT ON THAT? PRETTY CLOSE TO, UM, I HAVE NO IDEA.

THIS IS THE FIRST TIME I'D BEEN THROUGH A CITY MANAGER, FIRING RESIGNATION, UH, WHATEVER THE CASE YOU MAY CALL IT.

UM, I KNOW THERE ARE SOME OTHER COUNCIL MEMBERS HERE THAT'S BEEN THROUGH SEVERAL OF THEM.

UM, I HAVE NO IDEA, UM, BEING THE FACT THAT WE'RE TALKING ABOUT A, UM, AMOUNT OF MONEY.

UM, AND THIS IS AN EMPLOYEE OF COUNCIL.

UM, I BELIEVE PREVIOUSLY WHEN, UH, THE PREVIOUS LAW DIRECTOR WAS DISMISSED BY THIS COUNCIL, IT WAS PRETTY PUBLIC AT THAT TIME.

UM, I WOULD HAVE TO LEAN TOWARD YES, IF YOU WANTED AN ANSWER FOR ME.

UM, RHONDA, UM, THE MAYOR ALLUDED TO THE RFP ON

[02:40:01]

TUESDAY LOOKING FOR A CITY MANAGER.

UM, I AGREE IN PART WITH WHAT THE MAYOR STATED THAT WE NEED TO DO A NATIONWIDE SEARCH TO FIND THE BEST AVAILABLE CANDIDATE.

HOWEVER, IT'S MY OPINION THAT DOES NOT NEED TO HAPPEN AT THIS TIME.

I BELIEVE THIS CITY, UH, AND THIS AND THIS COUNCIL, UM, SHOULD HOLD OFF ON DOING AN RFP SEARCH UNTIL AFTER THE ELECTION.

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IT HAD, IT IS TIME FOR OUR CITY TO PUT OUT THEIR BIG BOY UNDERWEAR AND START ACTING LIKE A CITY OF THIS SIZE THAT WE ARE AND BEHAVING LIKE PROFESSIONALS.

[02:50:02]

SO LINDA, MY POINT WOULD BE IS COMMUNICATION IS THE KEY TO SUCCESS IN MY OPINION, THIS CITY, UM, AND THIS COUNCIL HAS HAD A HUGE COMMUNICATION PROBLEM FROM THE TOP DOWN. AND UNTIL WE GET THAT FIXED, WE CAN GO THROUGH ANOTHER SIX CITY MANAGERS.

UH, I KNOW THE THREE MAYORS, UH, UNTIL THE CITY COUNCILS THAT PUTS TOGETHER ITS IT'S UNIFIED VOICE AND SAY WE DEMAND COMMUNICATION BECAUSE I CAN TELL YOU MULTIPLE TIMES OVER THE PAST 12 MONTHS THAT EVERY COUNCIL MEMBER ON THIS DIOCESE HAS SAID AT ONE TIME OR ANOTHER, I DON'T HAVE THAT INFORMATION.

YEAH, I'M SURE MULTIPLE PEOPLE OUT HERE HAVE HEARD THAT.

SO WHEN YOU LOOK AT ALL THE LISTS OF REASONINGS, YOU KNOW WHY WE'RE IN THE SITUATION THAT PRETTY MUCH BEGS TO DIFFER.

I HAVE MAYOR IF I MAY, UM, UH, DIRECT MY COMMENTS TO AN INDIVIDUAL COUNCIL MEMBER, IF I MAY SURE.

THANK YOU, MR. CAMPBELL, I'M CLOSING WITH YOU TONIGHT, SIR.

THE DISCOUNTS WILL PROVIDE YOU ANY DIRECTION OR AUTHORIZATION TO HAVE COMMUNICATION WITH THE CITY PREVIOUS CITY MANAGER REGARDING THIS EMPLOYMENT.

NOPE.

DID YOU DO THAT ON YOUR OWN FREEWILL? I'VE MET WITH ROB SHOMER.

I HAD SCHEDULED PLANS FOR MY WIFE AND I TO MEET WITH HIM.

HIS FATHER HAS RECENTLY PASSED AWAY AND WE WANTED TO GIVE HIM A SYMPATHY CARD, WHICH WE DID.

I HATE TO HEAR THE CIRCUMSTANCES SURROUNDING THAT.

HOWEVER, WHEN WE LEFT OUR MEETING ON SATURDAY AND PLEASE CORRECT ME IF I'M WRONG IN MY RECOLLECTION OF THAT, WE, AND YOU HAD ASKED THE MAYOR TO GET WITH THE LAW DIRECTOR TO PULL THOSE CONTRACTS AND TO MAKE SURE HE HAD COPIES FOR US AT MONDAY'S MEETING, CORRECT? YES.

I GUESS CONFUSED ON WHY AFTER THAT CONVERSATION, WE WOULD TIP OFF THE PREVIOUS CITY MANAGER OF OUR CONVERSATION.

IT WASN'T A TIP OFF DURING THE MEETING.

THE CITY MANAGER HAD MENTIONED TO LORI AND I, HIS STATE, UM, AND HE HAD RECENTLY LOST HIS FATHER-IN-LAW NOW LOST HIS FATHER AND WE WENT INTO THE DISCUSSION AND I EXPLAINED TO HIM THAT I THOUGHT IT WAS MY OPINION, UH, THE CITY, UH, UH, IN THE NEAR FUTURE.

WOULDN'T BE LOOKING TO GO IN ANOTHER DIRECTION.

NOW YOU AND I HAD A TEXT AND THEN TALK ON THE PHONE.

UH, EARLIER THAT DAY, I THINK AROUND 12 O'CLOCK I THINK 1206 ACTUALLY, WAS IT SATURDAY OR SUNDAY? SUNDAY, WE DID TALK ON SUNDAY.

I WAS PUTTING A TIMING BUILT IN.

YEAH.

SO YOU WERE ALSO TELLING ME THAT YOU HAD SLEPT LONG, OUR DISCUSSION, THAT YOU WERE COMFORTABLE WITH \$125,000 SEVERANCE, SEVERANCE PAY FIRING HIM SEVERANCE PAY.

YES.

AND I KNEW THAT, UH, I, I DID NOT CONVEY THAT TO MR. SHOWMAN.

UM, I ACTUALLY HAVEN'T SAID THAT TO ANYONE OUTSIDE OF THIS CONVERSATION.

UH, BUT I WOULD ASK W WHY DIDN'T YOU BRING THAT UP HERE TO MY, MY CONVERSATION ON SEVERANCE, YOU KNOW, WITH ME, CAUSE, CAUSE WE TALKED ABOUT SIDE CONVERSATIONS AND CONVERSATIONS THAT WE WEREN'T HAVING WITH ALL OF COUNCIL.

WELL, THAT'S ONE.

AND THEN I WAITED ALL NIGHT TO ALL OF OUR COLLEAGUES.

AND AGAIN, BECAUSE IT WAS MY UNDER UNDERSTANDING THAT WHEN THE CONSULTATION AGREEMENT THAT WAS BROUGHT, INCLUDED THE SEVERANCE PIECE IN IT, AND THAT'S NOT WHAT I'M TALKING ABOUT, I'M TALKING ABOUT TONIGHT BEFORE I HAD TO BRING IT UP.

WHY DIDN'T YOU BRING UP THE \$125,000 DISCUSSION YOU HAD WITH MARK? WHY DID YOU NOT TELL EVERYONE DURING YOUR DIALOGUE THAT YOU HAD DISCUSSED WITH ME? AND THAT YOU'D BE OKAY

WITH \$125,000 SEVERANCE? BECAUSE AGAIN, WHEN THE TOPIC OF CONVERSATION FOR TONIGHT REGARDING THE CONSULTATION AGREEMENT INCLUDED THAT SEVERANCE PIECE, AND I THINK THAT'S WHERE WE'RE DANCING AROUND, BUT WE'RE NOT DANCING AROUND ANYTHING.

WE TALKED ABOUT MY TALKING TO ROB, WE TALKED ABOUT THINGS THAT ALL OF COUNCIL DIDN'T KNOW, BUT YOU FAILED TO BRING THAT UP UNTIL I DID.

AND I THOUGHT THAT WAS AN IMPORTANT PIECE OF ALL THIS, UH, SINCE MONDAY, BUT GLEN, I'D LIKE TO ASK YOU A QUESTION DEAD SERIOUS.

WHAT DO YOU RECOMMEND WE DO TONIGHT? HONESTLY, I DON'T KNOW.

THIS IS DIFFICULT BECAUSE IT FEELS LIKE IT WAS, UM, VERY UNDERHANDED OR BEHIND THE SCENES.

IT'S GOING INTO THE WHOLE THING.

AND IT'S REALLY HARD TO UNWIND SOMETHING WHEN THAT'S HAPPENED, BECAUSE THEN PEOPLE ARE GOING TO HAVE TO ADMIT THAT IT WASN'T PROPER.

WHAT DID YOU THINK

[02:55:01]

YOU WERE VOTING FOR MONDAY NIGHT? I THOUGHT WAS VOTING FOR THE RELEASE OF ROBERT SCHUMMER.

I THOUGHT WE WERE GOING TO BE LETTING HIM GO A, UM, UM, WITHOUT CAUSE DID YOU THINK IT INCLUDED A PAYOUT? I THOUGHT IT WOULD INCLUDED A SEVERANCE BECAUSE THAT'S WHAT THE CON THAT'S WHAT HIS, UH, AGREEMENT IS.

AND DID YOU HAVE A DOLLAR AMOUNT THAT YOU WERE AGREEING TO? JERRY HAD MENTIONED THAT IT WOULD COST US ABOUT 150,000 IS WHAT THE AGREEMENT CALLED FOR, IF YOU ADD IT UP, HIS SALARY AND HIS LEAVE AND HIS, ALL THE OTHER THINGS THAT WENT IN IT, IF WE LET HIM GO WITHOUT, CAUSE IT WOULD COST US ABOUT 150,000.

SO I, I SAID THAT, YEAH.

AND THE FIRST THING THAT, UH, TIPPED YOU OFF THAT SOMETHING WAS WRONG AND, AND FOR THE RECORD, I'VE NEVER TURNED ON ROB, YOU KNOW, UH, AT ALL.

UM, BUT WHAT TIPPED YOU OFF INITIALLY WAS WHAT YOU READ IN THE PAPER THAT HE SAID THAT ROB HAD, UH, OPPORTUNITY? YEAH, THE, THE, HE HAD IT WHEN IT SAID THAT HE HAD RESIGNED TO PURSUE OTHER OPPORTUNITIES.

I THOUGHT, WHOA, WAIT A MINUTE.

NO, NO, WE JUST LET HIM GO.

HE DIDN'T READ IT.

DID YOU THINK MONDAY NIGHT THAT WE WERE GOING TO ENTER INTO A CONSULTANT AGREEMENT? I DIDN'T KNOW WHAT IT WAS GOING TO ENTAIL, BUT I THOUGHT THERE WOULD BE ONE.

I, AND I EXPECTED THAT THAT WOULD COME BACK TO US SO WE CAN REVIEW IT AND FIGURE OUT IF IT WAS PROPER OR NOT.

JERRY, IF YOU PROVIDED THAT CONSULTANT AGREEMENT TO ALL OF US NOW.

YES.

ARE YOU OKAY WITH THE CONSULTING AGREEMENT THAT JERRY'S PROVIDED AT THIS POINT? I'M NOT SURE THAT I AM.

UM, AND WHY ARE YOU NOT SURE? WHAT W WHAT WOULD YOU CHANGE IN THAT? I DON'T KNOW IF I WOULD CHANGE ANYTHING AT THIS POINT.

AGAIN, IT'S HARD TO, TO TRY TO, UH, IT SEEMS LIKE THIS NEEDS CORRECTION IN SOME MANNER, BECAUSE IT JUST, IT DID HAPPEN.

THE WHOLE THING WAS A FARCE.

YEAH.

THE WHOLE SITUATION WAS BROUGHT UP AS ONE THING.

AND THEN ALL OF A SUDDEN IT'S SOMETHING COMPLETELY DIFFERENT.

I WOULD HAVE HAD NO PROBLEM IF THEY DID COME, THAT SOMEBODY WOULD HAVE COME AND SAID, HEY, MR. SUMMERS DECIDED HE'S GOING TO RESIGN.

YOU KNOW, WE'RE GOING TO LET HIM GO, LET HIM RESIGN AND MOVE ON, BUT WE'LL DO A CONSULTING AGREEMENT WITH HIM.

UM, HONESTLY I THINK IT WOULD BE MORE PROPER IF WE'RE GOING TO MAKE THIS PAY OUT, IT SHOULD BE CONSIDERED A SEVERANCE PACKAGE, BECAUSE THAT IS WHAT IT IS.

WE CAUSE BY MONDAY, BY MY RECOLLECTION, THE DISCUSSION WAS TO RELEASE THE CITY MANAGER BECAUSE WE HAD ISSUES AND THERE'S NOTHING WRONG WITH THAT.

I MEAN, PEOPLE GROW OUT OF RELATIONSHIPS AND WE COULD VERY EASILY AS STATED THAT, YOU KNOW, THE RATE OF RELATIONSHIP BETWEEN COUNCIL AND THE CITY MANAGER IS KIND OF FALLING APART AND WE'RE GOING TO MOVE FORWARD WITH SOMETHING ELSE.

THAT WOULD BE A, A SEVERANCE PACKAGE AT THAT POINT.

I THINK IT SHOULD BE MORE APPROPRIATELY LABELED.

SO WE COULD MONDAY, YOU THOUGHT WE WERE GOING TO ENTER INTO AN AGREEMENT WITH THE CITY MANAGER, SOME CERTAIN LENGTH OF TIME.

YEAH.

WE WERE GOING TO PAY HIM 150,000.

I THOUGHT THAT WAS GOING TO BE BASED ON THAT SEVERANCE CALCULATION.

YES.

YOU GONNA GIVE HIM 150 AND WE WERE GOING TO ENTER INTO SOME TYPE OF AN AGREEMENT, SOME TYPE OF AN AGREEMENT FOR A VERY SHORT TERM, UM, SIX MONTHS JUST TO GET SCOTT PUSHED FORWARD.

WELL, I, I, I DIDN'T KNOW WHAT THE TERM WOULD BE AT SIX MONTHS.

I DON'T KNOW WHAT WOULD BE APPROPRIATE QUITE HONESTLY.

AND NOW I DIDN'T KNOW.

IT WAS SIX MONTHS AT THE TIME.

WE DIDN'T, I DON'T KNOW IF WE DISCUSSED A TIME PERIOD SPECIFIC.

SO, SO THE BIGGEST THING IS THAT HE RESIGNED AND WE DIDN'T RELEASE HIM.

AND I'M NOT PUTTING WORDS IN YOUR MOUTH.

I'M JUST TRYING TO UNDERSTAND.

NO, NO, BECAUSE IT SEEMS LIKE THAT WE GET WHAT WE'VE DONE IS, UM, WE'VE GIVEN US OR SHIMMER THE BEST OF BOTH WORLDS AND THE CITY YOU GOT GETS NOTHING IN THE DEAL.

BASICALLY.

THIS IS A, UM, WE, WE WANTED TO GET RID OF HIM, BUT, UM, HE GETS TO WALK AWAY RESIGNING, NOT BEING RELEASED WITHOUT CAUSE, BUT HE GETS SOME WALKWAY RESIGNING AND GETTING A PACKAGE.

IN MY OPINION, HE GETS, HE GETS EVERYTHING IN THE DEAL.

AND I JUST DON'T THINK THAT'S RIGHT, BECAUSE THE CONTRACT, THERE'S A REASON IT'S SET UP THAT, YOU KNOW, IF WE LET PEOPLE GO, WE GOTTA PROVIDE THEM SEVERANCE.

YOU KNOW, IT'S, IT'S KINDA THAT THING THAT SAYS, OKAY, WE'RE LETTING ME GO.

THERE'S A PURPOSE FOR THIS, BUT HERE'S YOUR SEVERANCE BECAUSE IT'S A SUDDEN THING.

SO ON AND SO FORTH.

THAT'S WHY THOSE ARE IN THOSE CONTRACTS.

BUT THERE'S ALSO A REASON WHY IT SAYS IF THEY RESIGN, THEY'RE NOT ENTITLED TO ANY OF THAT.

SO WE, I THINK WE NEED HONESTY WITH OUR RESIDENTS AND, YOU KNOW, CAUSE HE CAN'T BE, HE CAN'T RESIGN AND RECEIVE ALL THIS MONEY.

IT HAS TO BE WHAT, WHAT WAS IT? DID HE RESIGN? WHAT WE DID? WE LET HIM GO.

UH, IT JUST, IT, IT FEELS TOO, NO MATTER WHICH ONE IT WAS, WE KNEW WE WERE

[03:00:01]

GOING TO GIVE HIM \$150,000 FOR SOMETHING.
RIGHT.

I FIGURED WE WERE GOING TO GIVE HIM 150,000 BECAUSE WE WERE LETTING HIM GO.

AND THAT'S, THAT'S WHAT THE CONTRACT CALLED FOR.

OKAY.

I JUST CIRCLE BACK AROUND TO MR. CAMPBELL'S QUESTIONS ABOUT THE \$125,000 DISCUSSION.

THE REASON I DIDN'T BRING THAT UP IS BECAUSE WHEN WE SPOKE ON SUNDAY, MY RECOLLECTION WAS, IS DOING SOME ROUGH NUMBERS.

I BELIEVE THIS IS MY GAG NUMBER.

HOWEVER, I DON'T KNOW WHAT HIS VACATION AND SICK TIME ACCRUED WHAT I BELIEVE I SAID THAT.

CORRECT.

UH, I DON'T REMEMBER, BUT OKAY.

SO YEAH, THAT'S, THAT'S ALL I GOT.

AND IF YOU ASKED ME THE SAME QUESTION, HOW DO WE MOVE FORWARD TONIGHT? UM, I'M NOT A FAN OF THIS CONSULTING AGREEMENT.

UM, THE RESIGNATION LETTER, UM, SHOULD HAVE BEEN DATED, UH, WHEN THIS COUNCIL RELEASED HIM ON THE EIGHTH AND IT'S NOT, UM, ADDITIONALLY THE CONSULTANT AGREEMENT SHOULD HAVE, HAVE MATCHING DATES ON IT, NOT A DAY AFTER.

UM, IT SHOULD, UM, BEEN, YOU KNOW, COLLECTIVE ON THERE.

UM, SO YEAH, I CAN'T SUPPORT THAT ADDITIONALLY.

AND UH, AND I DON'T EVEN KNOW MAYOR, IF YOU WANT TO HAVE THIS CONVERSATION NOW OR WAIT UNTIL WE GET TO THE FUNDING PIECE OF IT, DO YOU WANT TO WAIT UNTIL THEN WHATEVER THE WILL OF COUNCIL IS? SO I GUESS MY QUESTION IS TO JERRY'S POINT THE CONSULTING AGREEMENT AND RESIGNATION, WELL, IT DOESN'T EVEN NEED TO BE ON HERE BECAUSE THERE'S NO LEGAL BINDING.

THAT'S ALREADY DONE OVER WITH THE WHOLE NINE YARDS.

UM, BUT THE APPROPRIATION PIECE, THE ACTUAL AUTHORIZATION TO PAY MR. SCHIRMER THAT REQUIRES SIX VOTES.

DID THAT GET MISSED? WHY WAS THAT BROUGHT UP AT THE LAST MOMENT? BECAUSE I DIDN'T INCLUDE IT IN THE FIRST ONE.

SOMETHING I SHOULD HAVE INCLUDED.

WELL, NO, NO.

WHAT I'M ASKING IS WHY IS THIS LEGISLATION BEING RUSHED? WHY WASN'T IT? WHY, WHY WAS THIS NOT DISCUSSED AT MONDAY'S MEETING OR AT WEDNESDAY'S MEETING? WELL, WE HAVE SEVEN DAYS TO PAY HIM.

IF WE HAVE THE SUPPLEMENTAL IN PLACE BEFORE WE PAY HIM, ALL OUR ACCOUNTING BOOKS WORK OUT NICE AND NEAT AND CLEAN.

IF WE DON'T, THEN WE'RE GOING TO HAVE FROM NEGATIVE ON OUR ACCOUNTING BOOKS.

SO IN MY OPINION, MY VIEWPOINT, AND I THINK I SHARED THIS VIEWPOINT WITH A LOT OF OTHERS IS WE RUSHED INTO THE FIRING OF THE PREVIOUS CITY MANAGER WHEN YOU'RE RUSHED INTO A CONSULTING AGREEMENT THAT A LOT OF PEOPLE WERE CONFUSED ABOUT.

DID WE FIRE HIM? DID WE HIRE HIM? DID HE GO ON TO DIFFERENT OPPORTUNITIES IS GOING TO A DIFFERENT JOB? WE DON'T KNOW.

UM, OH, SHUCKS IN THERE.

WE SAID WE WERE GOING TO PAY HIM.

AND ON MONDAY WE HAD AN APPROPRIATIONS ORDINANCE THAT COULD HAVE BEEN AMENDED AND ADDED HAD THE EXECUTIVE SESSION HAPPENED PRIOR TO THE MEETING AS IT WAS DISCUSSED ON SATURDAY.

HOWEVER, IT WASN'T.

SO NOW WE'RE ONE.

OH MY GOODNESS, WHAT HAPPENED? AND NOW WE'RE HERE TONIGHT.

I, JERRY, I'M NOT ASKING YOU TO SAY YES, THAT'S PROBABLY WHAT HAPPENED OR NO, WHAT'S PROBABLY HAPPENED BECAUSE I, AS I STATED, THAT'S MY PERSONAL VIEW AND OPINION OF WHAT HAPPENED IS WE STARTED READING WHAT WE DID AND FOUND OUT, OOPS, WE DON'T HAVE LEGISLATION TO MATCH THAT.

AND IF WE LOOK AT THE DAYS, IS IT THE EIGHTH? IS IT THE NINTH? IS IT THE 10TH? WHEN DOES THE AGREEMENT AND FULL EFFECT IT'S SUPPOSED TO BE WHEN BOTH PARTIES SIGNED IT? SO IN MY OPINION, IT WOULD BE THE 10TH WHEN YOU'RE, SO THAT'S WHEN THE SEVEN DAY COUNTER START AND NOT ON THE MONDAY WHEN WE HAD THE MEETING.

UM, BUT YET WE'RE HERE TODAY TO, UM, HOPING TO GET SIX VOTES, UH, TO PAY BECAUSE CORRECT ME IF I'M WRONG, JERRY, UM, IN YOUR EMAIL ON THURSDAY, IT STATED THAT THIS AGREEMENT AND RESIGNATION IS FINAL, BUT AT THIS DOESN'T GET SIX VOTES TO PAY THAT \$150,000.

HE DOESN'T GET \$150,000.

AM I CORRECT? YOU'RE INCORRECT.

I'M INCORRECT.

YES YOU ARE.

THEN WHY ARE WE VOTING ON THAT TONIGHT TO CLEAN OUR BOOKS? WE HAVE, WE HAVE MORE THAN ONE TIME DONE CONTRACTS AND THEN SEND SUPPLEMENTALS AFTER THE FACT.

SO IS THAT WHERE THE KEY OF THE RATIFYING COMES IN THE LEGAL TERM RATIFYING ONTO THE AGREEMENT? ARE WE RATIFYING THE AGREEMENT THAT WAS NOT PASSED OFFICIALLY BY THIS COUNCIL? OR ARE WE PASSIONATELY THE APPROPRIATIONS TO FUND IT? WE'RE DOING BOTH.

WE'RE DOING BOTH BECAUSE IT WASN'T DONE CORRECTLY.

THE FIRST TIME WAS LEGAL.

IT WAS LEGAL THE FIRST TIME, BUT WASN'T DONE CORRECTLY THE FIRST TIME.

IT WAS NOT DONE THE WAY WE NORMALLY DO THINGS.

MR. MAYOR, THAT IS ALL DEBATE I HAD TODAY.

I'M ALREADY TO CAST TO NO VOTES AND MOVE ON WITH MY EVENING.

OKAY.

SO THERE IS SOME CLARIFICATION.

I DO WANT TO TALK A LITTLE BIT ABOUT A COUPLE OF THINGS THAT MR. SEAN BROUGHT UP

[03:05:01]

THERE HAVE BEEN TIMES JUST SO EVERYONE IS CLEAR.

THERE HAVE BEEN TIMES WHERE THIS COUNCIL PASSES LEGISLATION AUTHORIZING THE CITY MANAGER OR THE LAW DIRECTOR OR SOMEBODY TO GO OUT AND DO THINGS, EXECUTE CONTRACTS AND AGREEMENTS THAT NEVER HAVE TO COME BACK TO THIS COUNCIL TO BE VOTED ON, TO BE TALKED ABOUT, TO AGREE, TO WAIVE A COMPETITIVE BIDDING REQUIREMENT.

THAT'S HAPPENED IN THE PAST ONE SPECIFIC TIME THAT'S HAPPENED WAS WITH RESOLUTION 2019, OUR 67 94.

THIS COUNCIL APPROVED THE PURCHASE OF 51 AND A HALF ACRES ON EXECUTIVE BOULEVARD FOR 3.7, \$5 MILLION.

BUT IN THAT AGREEMENT THAT WAS VOTED AND APPROVED EIGHT TO ZERO COUNCIL APPROVED A RESOLUTION FOR \$4 MILLION.

THAT'S 250,000 BUCKS.

THAT'S A QUARTER OF A MILLION DOLLARS THAT THESE SAME PEOPLE ARE TALKING ABOUT.

NOT THE PROCESS VOTED TO ALLOW MR. SCHUMER TO GO OUT AND NEGOTIATE CONSULTING AGREEMENTS, UM, SURVEYS, UH, TIE, WHATEVER, ALL THE NECESSARY APPURTENANCES THAT MR. ROGERS ALWAYS, UH, ADDS INTO OUR LEGISLATION AND FORMER MAYOR MCMASTER'S.

THANK YOU, SIR.

WAS SO KIND ENOUGH TO POINT THAT OUT.

HE SAID BUBBLY THAT MR. OTTO'S STATEMENT WAS OUTRAGEOUS THAT WE NEVER DO THESE THINGS.

WE'D DONE IT THIS TIME FOR A, OF A MILLION DOLLARS.

THEY APPROVED MR. SCHUMER TO GO OUT AND DO WHATEVER HE NEEDED TO DO WITHOUT EVER BRINGING ANY OF THAT BACK TO COUNCIL TO PASS THAT LEGISLATION AFTER THE FACT.

AND WE ALSO GAVE HIM THE OPPORTUNITY AND APPROVED HIM TO WAIVE ANY COMPETITIVE BIDDING REQUIREMENT AND THAT LEGISLATION.

SO I JUST WANT TO MAKE THAT STATEMENT THAT THIS COUNCIL HAS DONE THIS BEFORE, EVEN THOUGH IT MIGHT NOT NECESSARILY BE HOW IT'S NORMALLY DONE THAT PROCESS HAPPENED IN THE PAST.

AND IN THIS PARTICULAR CASE, IT WAS DONE TO THE TUNE OF A QUARTER OF A MILLION DOLLARS APPROVED EIGHT TO ZERO BY THIS COUNCIL.

I HEAR A LOT ABOUT HOW SO MANY PEOPLE ON THIS COUNCIL DON'T KNOW WHAT'S GOING ON OR HAVEN'T HEARD ANYTHING.

AND I JUST WANT TO BRING UP A COUPLE, UM, INSTANCES WHERE, YOU KNOW, I FEEL LIKE PEOPLE MAKING THIS CLAIM ARE A LITTLE HYPOCRITICAL.

THERE WAS SOME DISCUSSIONS THAT HAPPENED BETWEEN MR OTTO AND MR. SHAW AND THE DANE CHAMBER OF COMMERCE REGARDING A COMPANY CALLED CARGILL TREE.

YOU GUYS KNOW ABOUT THAT, WHERE YOU KNEW WHAT CARGILL IS.

AND THERE WAS SOME DISCUSSIONS GOING ON ABOUT HOW WE WERE GOING TO TRY TO, UH, GET THEM TO SEPARATE PROVIDING ALL THEIR WATER FROM THE CITY OF DAYTON.

AND HAVE HE WRITES, PROVIDE THAT WATER? I DIDN'T KNOW ABOUT THAT.

NOW IT HAPPENED A WHILE AGO.

AND MR. WEBB, DID YOU KNOW ABOUT THAT? SO I'M, I'M REALLY GETTING A LITTLE FRUSTRATED AT BEING ACCUSED OF ALL THESE THINGS THAT WE'RE DOING NEFARIOUSLY OR THAT WE'RE NOT LETTING PEOPLE KNOW BY TWO PEOPLE WHO CONTINUE TO DO THOSE SAME THINGS.

I HAD A, I HAD A CONVERSATION WITH, WELL, I DON'T KNOW, BUT I MEAN, I DIDN'T KNOW ABOUT THAT.

HE NEVER TOLD ME, OH, I'M SORRY, MR. FALKOWSKI KNEW ABOUT IT.

HE WAS AT THAT MEETING.

OKAY.

WELL, BUT MR. , HE'S NOT ON THE CITY COUNCIL AND HE WASN'T ON CITY COUNTY.

I THINK YOU WERE INVITED AND THAT'S WHAT WE'RE TALKING ABOUT.

OKAY.

SO I ALSO, I ALSO, WELL, IT DOESN'T MATTER.

YOU TALK, YOU TALK ABOUT COUNCIL, NOT KNOWING THINGS THAT WAS NEVER ADDRESSED ON COUNCIL AT A PUBLIC MEETING HERE WHERE YOU INFORMED ALL OF US WHILE YOUR CONVERSATIONS REGARDING CARGILL AND WHAT THAT WAS ABOUT.

I HAD NO IDEA I'M TALKING, I'M JUST MAKING THAT CLAIM THAT SOMETIMES IT'S A FALSE CLAIM, THE THINGS THAT YOU SAY AND WHAT YOU ACCUSE US OF YOU ARE BEING VERY HYPOCRITICAL BECAUSE WE DON'T KNOW.

THAT'S ANOTHER POINT OF CONTENTION I FOUND OUT IT WAS ACTUALLY DURING THE SWEARING IN CEREMONY OF, OF MR. OTTO, MR. SHAW, THIS LAST TIME, UH, MAYOR MCDONALD FROM TROTWOOD APPROACHED ME IN THE BACK ROOM.

AND SHE SAID, HEY, MARY, I'M REALLY EXCITED AND ANXIOUS TO GET TO TALKING TO YOU ABOUT HOW YOU GUYS MAY BE ABLE TO PROVIDE WATER TO US IN TRAVELING.

I DIDN'T KNOW ABOUT THAT.

I KNOW YOU GUYS HAVE TALKED ABOUT, UM, SELLING WATER TO OTHER PLACES, BUT I HAD NO IDEA YOU HAD HAD THOSE LEVEL OF DISCUSSIONS WITH ANOTHER MAYOR OF ANOTHER CITY ABOUT PROVIDING WATER

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NOW.
SO AGAIN, YOU CAN LAUGH IT OFF.

SEE, BUT IF WORDS MATTER AND YOU'RE ACCUSING THIS PART OF THE DIOCESE OR, OR THIS SIDE OR ME OF, OF KEEPING THINGS FROM YOU NOW, QUITE FRANKLY, I'VE NEVER REALLY MADE A BIG DEAL ABOUT THAT BECAUSE QUITE HONESTLY, I THINK ALL OF US ON THIS COUNCIL HAVE SKILLSETS AND ARE GOOD AT DIFFERENT THINGS.

I'VE NEVER HAD AN ISSUE OR A PROBLEM WITH ANYBODY GOING OUT AND TALKING TO A DEVELOPER.

IF YOU KNOW, SOMEBODY THAT CAN COME TO HUMAN RIGHTS AND HELP US AND HELP US GROW, I HAVE NO ISSUE WITH THAT.

I'VE NEVER SEEN ANYTHING.

WHAT I HAVE A PROBLEM WITH IS BEING ACCUSED OF SOMETHING THAT YOU DO.

I JUST THINK THAT'S VERY HYPOCRITICAL.

SO FROM, FROM THAT PERSPECTIVE, I JUST WANT TO MAKE THAT CLEAR TOO.

THAT'S JUST, I'M SURE THERE ARE SEVERAL OTHERS, BUT THOSE ARE TWO INSTANCES.

I KNOW THAT DISCUSSIONS WERE HAD THAT I WAS NEVER MADE AWARE OF THAT I, THAT I DIDN'T KNOW.

AND, YOU KNOW, SHAME ON ME FOR NOT BEING POPULAR ENOUGH TO BEING INVITED TO A MEETING ABOUT CARGILL WITH THE DAYTON CHAMBER.

BUT I MEAN, I DO HAVE A DAY JOB AND I WASN'T INVITED, BUT I WOULD HAVE, AT LEAST I WOULD HAVE AT LEAST THOUGHT THAT SOMEBODY THEN WHO ATTENDED THAT MEETING WILL LET ME KNOW WHAT'S GOING ON.

AND, AND I, AND I, I DIDN'T, I WASN'T, I WASN'T INFORMED OF THAT.

THERE'S ALSO SOMETHING THAT WE HAVE CALLED ROUND ROBIN LAWS THAT REGARDS TO THE SUNSHINE LOSS.

I KNOW A LOT OF PEOPLE ARE VERY INTERESTED IN CURIOUS ABOUT HOW DIFFERENT COUNCIL MEMBERS DON'T DON'T KNOW THINGS OR DON'T KNOW EVERYTHING.

UM, THERE ARE, IF, IF EVERYTHING THAT WE ATTEMPTED TO DO, AND AGAIN, I'M NOT SAYING I HAVE AN ISSUE WITH ANYTHING THAT PEOPLE DO REPRESENT THEMSELVES AS CITY COUNCIL MEMBERS, IF HE WERE HEIGHTS AND GOING OUT AND TRYING TO WORK FOR THE CITY AND DO THINGS TO BRING THOSE BACK, I DON'T HAVE ANY ISSUE WITH THAT.

UM, I JUST THINK THAT WE SHOULD BE ABLE TO TALK ABOUT THAT, OR YOU SHOULD LET US KNOW, BUT WE CAN'T GO.

SO FOR THE CITY OR THE RESIDENTS TO KNOW WE CAN'T GO OUT AND START TALKING TO EACH INDIVIDUAL COUNCIL MEMBER.

SO TO ANSWER YOUR QUESTION ABOUT, DID EVERYBODY KNOW, UH, ME PERSONALLY, I'M NOT ALLOWED TO MEET WITH, UH, ANY MORE THAN THREE COUNCIL MEMBERS AT A TIME, BECAUSE IF I MEET WITH FOUR COUNCIL MEMBERS, I MAKE THE FIFTH ONE, AND THAT BECOMES A CORUM AND THAT'S AGAINST THE SUNSHINE LAWS.

SO WE CAN'T IN CERTAIN SITUATIONS GO AROUND TALKING TO EVERYBODY ABOUT CERTAIN THINGS.

SO WE HAVE TO DEPEND ON EACH OTHER TO DO WHAT'S IN THEIR SKILL SET TO DO.

I AM A HUNDRED PERCENT IN FAVOR OF THAT 100% IN FAVOR OF THAT.

I JUST DON'T LIKE BEING ACCUSED OF SOMETHING THAT OTHER COUNCIL MEMBERS DO TO MAKE IT LOOK LIKE I'M DOING SOMETHING THAT I'M DOING SOMETHING WRONG.

YES, MR. RONDEAU I JUST WANTED TO RESPOND TO THE, UH, DISCUSSION ABOUT, UH, THE CARGO CONVERSATION WITH MAYOR MCDONALD.

UH, THE BIG DIFFERENCE IS WE DIDN'T COME BACK HERE WITH ANY LEGISLATION.

WE DIDN'T DIRECT ANYBODY TO DO ANYTHING.

THERE WERE NO ACTIONS TAKEN.

IT WAS SIMPLY DISCUSSIONS ON DESIRES.

AND, AND IF WE COULD POSSIBLY WORK WITH THEM, WE WOULD LOVE TO BE ON BOARD WITH SOMETHING LIKE THAT.

FAIR ENOUGH.

I JUST WANT TO MAKE SURE THAT THAT'S IT.

UM, AND, AND I WANT ONE MORE CLARIFYING QUESTION BEFORE, BEFORE I VOTE.

I JUST WANT TO GET THIS IN, UH, MR. MACDONALD BASED ON WHAT YOU WERE SAYING EARLIER.

DO I, AM I CORRECT? REGARDLESS OF HOW THIS COUNCIL VOTES ON THIS EIGHT OH ZERO EIGHT FOUR FOUR FIVE THREE.

IT REALLY DOESN'T MATTER.

IT'S NOT CHANGING ANYTHING.

THAT'S CORRECT.

THIS DOES NOTHING.

IT CLEANS OUR BOOKS.

OKAY.

THANK YOU.

AND I GUESS TO CLEAR UP THAT ACCUSATION, AS WELL AS MR. ODDO STATED NOT ONLY WAS PREVIOUS COUNCILWOMAN SMITH ALSO AT THAT CARGILL MEETING.

UM, SHE AND I, AND ALSO CAME BACK TO THIS COUNCIL WITH A REPORT BACK, PROVIDED IT TO THE PREVIOUS CITY MANAGER, UM, WHO CASCADED THAT DOWN.

WE WERE INVITED AT THE DIRECTION OF THE DAYTON CHAMBER BECAUSE WE HAVE A GOOD BUSINESS RELATIONSHIP IN THE REGION.

I APOLOGIZE IF YOU DON'T.

UM, DID IT SHOW, I THINK I HAVE A JOB.

THAT'S THE REASON THAT I WASN'T ABLE TO GO PROBABLY, YEAH, NOT AT THAT TIME.

THAT WAS NOT THE DISCUSSION THAT WAS HAD.

UM, ACCORDING TO THE PREVIOUS, UM, UH, STATEMENT OF YOU HAD MADE WITH THE, UH, WATER TO TROTWOOD THAT CONVERSATION HAPPENED NOT ONLY ON THIS DYESS HAPPENED WITH THE, UM, DIRECTOR OF SUEZ HAPPENED WITH THE PREVIOUS CITY MANAGER HAPPENED TO GET ON THIS DIET, UM, MULTIPLE TIMES.

UM, SO TO SAY YOU WEREN'T AWARE IT WAS NOT THAT YOU WEREN'T AWARE THAT YOU WEREN'T PAINTING? NOPE, NOT AT ALL.

I DON'T KNOW.

I NEVER HEARD THE DISCUSSION ABOUT SELLING OUR WATER SPECIFICALLY TO TRAVEL.

I KNOW WE HAD CONVERSATIONS ABOUT OUR CURRENT PLANT OR THE ONE THAT WE SHUT DOWN.

THERE WAS DISCUSSIONS OF HOW MUCH MONEY IT MIGHT TAKE TO FIX IT, TO MAKE SURE THAT IT WAS ABLE TO WORK, BUT NEVER EVER, WAS THERE A DISCUSSION THAT WE WERE IN DISCUSSIONS, HAVING DISCUSSIONS

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WITH MRS. MACDONALD, THE MAYOR OF TROTWOOD SPECIFICALLY TO SELL OUR WATER TO THEM? THE FIRST TIME I HEARD ABOUT THAT WAS WHEN AGAIN, SHE APPROACHED ME HERE AT THE LAST SWEARING IN, YOU KNOW, I THINK WHAT I W WHAT, WHAT I'LL FINISH HERE.

IT'S VERY INTERESTING THAT IT'S COME TO LIGHT TO, UM, WAS MR. SHAW, DID YOU AND MR. OTTO DISCUSS YOUR NUMBER OF \$125,000? UH, NO, BECAUSE AT THE TIME THAT, UH, MR. CAMPBELL ASKED ME TO GET BACK WITH HIM, UH, THAT WAS THE CONVERSATION I BELIEVE I EVEN TOLD MR. CAMPBELL, UM, HEY, YOU ASKED ME TO REACH BACK OUT TO YOU.

I HAVE NOT SPOKEN TO THIS, UH, MR. OTTO.

UM, THIS IS MY FIRST CALL TO YOU.

SO NO.

SO DID YOU DISCUSS THE THINGS THAT WE TALKED ABOUT THAT SATURDAY AND THAT MEETING WITH OTTO? YES.

YES.

YEAH.

OKAY.

SO, SO YOU HAD REACHED OUT THEN TO MR. CAMPBELL, LET ME MAKE SURE I'M CLEAR HERE.

YOU'D REACHED OUT TO MR. CAMPBELL SAID, HEY, GIVE, GIVE ME A CALL.

HE CALLED YOU.

YOU SAID, YEAH, I'VE SLEPT ON THIS.

AND I'M OKAY.

PAYING THE SAME MANAGER, \$125,000.

THAT'S ACTUALLY INCORRECT.

I TOLD HIM THAT WAS MY GAG.

HOWEVER, I DIDN'T HAVE ALL THE INFORMATION BECAUSE I WAS STILL WAITING FOR JERRY TO MAKE HIS PRESENTATION ON MONDAY.

OKAY.

SO THAT WAS A BASELINE DISCUSSION.

UM, AND YES, I DID ADVISE MR. OTTO WHAT HAPPENED BECAUSE HE WAS INVITED AND YOU HAD STATED, YES, I HAVEN'T SAID TRUE.

I MEAN, I INVITE HIM TO THE MEETING, SO ABSOLUTELY.

I WAS, I WAS TOTALLY OKAY WITH THAT.

I JUST WANT TO ASK IF YOU HAD SHARED WITH HIM, YOUR GAG NUMBER OF \$125,000.

SO I THINK THEN, SO FOR TALKING AND BEING HONEST AND OPEN, I THINK EVERYBODY NEEDS TO KNOW THAT.

I THINK IN MY OWN OPINION, AS I'M LISTENING TO ALL THIS, IT SEEMS LIKE EVERYBODY WAS OKAY WITH PAYING ROB TO GO AWAY, WHETHER IT WAS A HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS OR WHETHER IT WAS \$150,000, IT WAS 150, \$2,000.

I THINK EVERYBODY WAS OKAY WITH PAYING ROB TO GO AWAY.

SO I DON'T UNDERSTAND NOW WHY ALL OF A SUDDEN THE MONEY IS BEING MADE THE ISSUE BECAUSE THE MONEY TO ME DOESN'T SOUND LIKE THE ISSUE.

WHAT THE ISSUE SEEMS TO BE IS THAT YOU DIDN'T GET THE FIRE ROB SUMMER.

IT'S THE POLITICAL SPIN GOING ON.

OH, NO, NO, NO, NO, NO.

NOT AT ALL THAT, MS. ROBIN, WHAT WAS THE RESIGNATION LETTER? YOU'VE SAID, IF YOU, UH, IF, IF YOU COULD HAVE WROTE MR. SCHIRMER'S RESIGNATION LETTER, WHAT WOULD IT HAVE SAID? I COULDN'T TELL YOU.

I DON'T KNOW.

OH, NO.

WHAT, WHAT, WHAT, WHAT WOULD IT, WHAT WOULD HIS LETTER, WHAT IF YOU COULD HAVE WROTE HIS RESIGNATION LETTER, WHAT WOULD IT HAVE SAID TO MAKE YOU OKAY WITH THE VOTE THAT YOU

MADE MONDAY NIGHT TO APPROVE HIS RESIGNATION AND CON CONSULTATION AGREEMENT?
BECAUSE I THINK WE'VE ALL SAID WE'VE HEARD WHAT IT WAS.

YOU CAN STILL SAY YOU DIDN'T KNOW WHAT YOU WERE VOTING ON, BUT THE MOTION WAS CLEAR AS
SET BY, BY MR. HENDRIX.

I'M JUST CURIOUS THAT IF W WHAT WOULD HIS RESIGNATION LETTER HAVE NEEDED TO SAY IN ORDER
FOR YOU TO BE OKAY, VOTING THE WAY YOU VOTED? I DON'T UNDERSTAND THE QUESTION.

I DON'T KNOW WHY I WOULD EVEN CONSIDER WRITING IT.

NO, I'M JUST ASKING YOU.

YOU'RE ASKING ME WHAT I, WHAT LANGUAGE I WOULD USE IF WE WERE RELEASING HIM.

NO, NO, NO.

I'M, I'M ASKING.

I I'M ASKING, BECAUSE WE TALKED ABOUT, AGAIN, I THINK THIS COMES DOWN TO HOW SOMEBODY
RESIGNED.

SO WE LET SOMEBODY RESIGN WITH DIGNITY.

DO WE LET SOMEBODY RESIGN WHERE THEY CAN GO ON TO ANOTHER EMPLOYER AT SOME POINT IN
TIME? WHO KNOWS WHEN A, WHAT? DIGNITY? I I'M TELLING YOU.

THIS JUST FEELS A LOT, LIKE, HOLD ON.

THIS MAKES IT FEEL A LOT TO ME.

LIKE EVERYBODY'S OKAY WITH THE MONEY YOU WERE EVEN OKAY, WITH \$125,000 JUST TO GO AWAY.

EVEN NOW WE HAVE AN, A SITUATION.

WE HAVE AN AGREEMENT WHERE WE'RE GETTING SOMETHING BACK FROM HER MONEY.

ROB WAS GOING TO GET \$41,000.

ANYWAY.

NOW AT LEAST WE'RE GOING TO GET SOMETHING BACK FROM HIM THAT MR. PHIL KOSKI BELIEVES IS
VALUABLE.

SO I'M JUST CONFUSED HOW EVERYBODY'S OKAY WITH THE MONEY.

WE'RE JUST PISSED OFF THAT WE DIDN'T GET THE FIREARM.

NO, BECAUSE BECAUSE BACK IN 2017, BACK IN 2017, THERE WAS A MOTION MADE TO TERMINATE ROB SCHUMER THEN, AND YOU SECONDED THE MOTION.

AND THEN ONCE THEY REALIZED THERE WASN'T ENOUGH VOTES TO MAKE IT HAPPEN BECAUSE MRS. BLANKENSHIP GOT UP AND WALKED OFF THE DICE.

YOU WITHDREW YOUR MOTION, MR. SHAW SAY THAT PUBLICLY.

AND HE MAKES NO BONES ABOUT HOW HE FEELS ABOUT ROB SHELMAR WHILE THEY WERE PROMOTING SECRETLY HELD RECORDINGS OF A MUNICIPAL COURT JUDGE OVER THE COURT LEASE.

MR. SCHOMER OR MR. SHAW HAD, DID A PODCAST WITH MR. TRUMAN AND STATED MY NUMBER ONE PRIORITY.

MY NUMBER ONE GOAL WAS TO TERMINATE THE CITY MANAGER, BEEN THERE SINCE 2015.

AND I'M NOT, I'M JUST SAYING THAT SINCE YOU, SINCE YOU MADE THOSE COMMENTS AND WE'RE ALL AWARE OF HOW YOU FEEL PERSONALLY, MR. SCHOMER, YOU'RE OKAY WITH GIVING HIM THE MONEY.

LIKE I'M TRYING TO RECONCILE HOW YOU'RE OKAY

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WITH GIVING HIM THE MONEY, BUT NOT OKAY WITH ALLOWING HIM TO OFFICIALLY RESIGN ON PAPER WITH DIGNITY.

SO IT REALLY SOUNDS LIKE TO ME THAT YOU'RE OKAY, GIVING HIM THE MONEY TO GO AWAY, ROB SHOMER, AS LONG AS I CAN SAY, WE FIRED YOU.

THAT'S WHAT IT SOUNDS LIKE TO ME, MR. ROD, MRS. HONAKER.

I'D LIKE, WELL, I'M GONNA LET HER SPEAK.

I'M GONNA LET HER SPEAK.

AND THEN WE'LL COME BACK TO YOU.

YEAH.

EMOTION.

THAT WAS RED.

SAME WHAT I READ BEFORE, RIGHT? OKAY.

IT IS NOW SEVEN 45 AND WE HAVE COME OUT OF EXECUTIVE SESSION.

AND BASED ON THIS DISCUSSION, I WOULD LIKE TO HAVE, UH, ENTERTAIN A MOTION TO DIRECT THE CITY LAW DIRECTOR, TO EXECUTE A RESIGNATION AND CONSULTATION AGREEMENT OF CITY MANAGER, ROBERT SCHUMER FOR A TOTAL OF \$150,000 FOR THAT AGREEMENT.

YES, PLEASE.

DESPITE MONEY.

I AGREE WITH LINDA ON THE MONEY AND THE BENEFITS IT'S 5,000, 2000, WHATEVER YOU DID NOT VOTE, MR. OTTO, ON A SEPARATE THAT'S WHAT YOU JUST STATED EARLIER THAT YOU VOTED ON A SEVERANCE.

IT WAS NOT A SERVANT.

IT WASN'T STATED IN THAT MOTION CLEARLY THAT IT WAS A RESIGNATION AND THAT IT WAS A CONSULTATION FEE.

NO I'M SAYING, CAUSE YOU DID SAY THAT YOU VOTED ON MONDAY NIGHT FOR THAT.

IT WAS A SEVERANCE.

THE MOTION WAS CLEAR WORDING, WHETHER NO, THE MOTION THAT SAY RESIGNATION, YOU HAD THIS OPPORTUNITY MONDAY BEFORE YOU VOTED YES.

TO DISCUSS THIS.

AND DID YOU, DID YOU COME OUT AND SAY, I, THIS IS NOT A SEVERANCE.

THIS IS STATING OF RESIGNATION.

I WILL GLADLY.

UM, THAT'S WHAT I JUST WANTED TO CLEAR IT BECAUSE I JUST, THIS WE'RE PLAYING WORD GAMES AND IT'S NOT BECOMING PETTY FIRST.

SO YEAH, THERE WAS NOTHING FOR US TO LOOK AT REVIEW.

WE HEARD ONE THING ONE TIME, AND UNLESS WE LISTENED TO A HUNDRED PERCENT TO THAT, FIRST OF ALL, THAT THE MAYOR CANNOT MAKE A MOTION.

SO HE COULDN'T MAKE A MOTION.

WE SOLD NOTHING.

NORMALLY WE'RE LOOKING AT A PIECE OF PAPER THAT WE CAN READ.

AND I JUST CAME OUT OF THE MEETING, ASSUMING THAT THIS IS WHAT WE'RE DOING.

THIS IS WHAT WE'RE DOING.

HE MADE COMMENTS AGAIN.

HE MADE THE COMMENTS THAT HE MADE, BUT THERE WAS NO SPECIFIC MOTION.

WHAT WAS, WAS THAT CONSIDERED A SPECIFIC MOTION? WE OFTEN HAVE SOMEONE PUSH IN AND THEN ASK SOMEONE TO MAKE THE MOTION.

YOU KNOW, I'VE DONE THAT IN SOME CASES IT CAN COME FROM, BUT NOT ONLY THERE ON PAPER, YOU'VE READ IT OFF ALREADY.

RIGHT? WELL, IF IT'S PART OF A FORMAL AGENDA, IT'S SOMETHING COMING OUT OF AN EXECUTIVE SESSION TYPICALLY WOULD NOT HAVE BEEN PREPARED AHEAD OF TIME ON THE AGENDA, JUST BECAUSE IT, AND YOU GERMANE TO THAT IN EXECUTIVE SESSION.

AND USUALLY THAT'S BECAUSE WE ALL AGREE.

WE ALL ARE IN AGREEMENT ON THINGS.

I THINK MY ISSUE IS NOT WITH, I MEAN, THERE'S A LOT OF THINGS THAT JUST NEEDS TO CLEAR IT UP.

NOT JUST WITH YOU WITH THIS.

MY ISSUE IS THAT ALL OF YOU EIGHT TO ZERO VOTED.

YES.

WITHOUT DOCUMENTATION, WITHOUT ANY FURTHER INFORMATION.

AND DID YOU DISCUSS, UM, RICHARD, THE SATURDAY MEETING AND THAT IS ACTIVE? NO.

SO YOU KNEW AHEAD OF TIME, THIS WAS COMING, YOU HAD ALL OF THIS INFORMATION AHEAD OF TIME.

YOU DID NOT HAVE THIS DOCUMENTATION, I GUESS, AS A RESIDENT, I'M CONCERNED THAT YOU DID A VOTE WITHOUT THIS INFORMATION AND NOW YOU'RE, BUT NOW YOU'RE COMING BACK TO NOW, I SHOULDN'T HAVE VOTED.

MAYBE YOU SHOULD HAVE ABSTAINED OR MAYBE YOU SHOULD HAVE SAID, NO, THIS IS NOT THE PROPER TIME TO DO THIS VOTE.

I'M JUST, I'M JUST, I JUST DON'T UNDERSTAND IS I'M HEARING ALL THIS STUFF.

I'M HEARING THAT I'M FINDING OUT THAT RICHARD KNEW THIS AHEAD OF TIME.

I'M HEARING THIS DISCUSSION.

I'M HEARING FIVE OTHER PEOPLE HAVING A DIFFERENT INTERPRETATION OF THIS MEETING, OF COURSE.

BUT EVERYBODY COMES OUT OF THIS MEETING WITH AN EIGHT TO ZERO VOTE TO MOVE ON WITH THIS.

AND NOW WE'RE IN A LEGAL BINDING AGREEMENT THAT WE'RE GOING TO HAVE TO PAY.

AND THERE'S NO WIGGLE ROOM TO DISCUSS THIS.

SO THAT'S WHAT MY CONCERN IS.

AND I GUESS MAYBE THAT'S WHAT I JUST DON'T UNDERSTAND WHY YOU VOTED.

YES.

AND NOW EVERYBODY NOW YOU'RE SAYING NO.

WOULD YOU, I MEAN, WOULD YOU HONESTLY NOW, WOULD YOU GO BACK AND SAY I WOULD, I SHOULDN'T HAVE VOTED.

YES, I SHOULDN'T HAVE, BECAUSE I WAS TRUSTING THE CONVERSATION COMING OUT OF, AND I SHOULD NOT HAVE HELD THAT TRUST.

HONESTLY, I BELIEVE THAT WHEN WE CAME OUT OF THERE, THAT'S WHAT WE WERE VOTING, WHAT WE WERE VOTING TO DO.

ONE THING, WE DID SOMETHING DIFFERENT.

I MEAN, IT SPEAKS VOLUMES THAT ADD LINES IN IRON AGREEMENT.

I AM, I AM JUST FRUSTRATED THAT WE'RE GOING NOW, WE'RE GETTING INTO THIS LITTLE PETTY BACK

[03:25:01]

AND FORTH STUFF.
RIGHT.

AND AS A RESIDENT, I'VE HEARD OF THIS STUFF FOR YEARS AND IT NEEDS TO STOP.

AND THAT'S YOU TOO, GLEN, NOT JUST THEM, EVERYBODY, EVERYBODY ON THAT DYESS.

IT NEEDS TO STOP AS A RESIDENT.

I'M JUST TELLING YOU AS MY PERSONAL THING, I'M TIRED.

I'M TIRED OF EVERY TIME HEARING THIS BACK AND FORTH, BACK AND FORTH GETS ON FACEBOOK.

IT GETS ON EVERYTHING IT'S BEEN GOING ON FOR YEARS.

JUST RIGHT NOW.

IT'S TIME.

IT'S NOT JUST, IT MATTER.

I'M GETTING ON FACEBOOK OR NOT.

I'M JUST TALKING ABOUT IT NEEDS TO STOP.

WE'VE HEARD THIS ALL TONIGHT.

I MEAN, WE'RE GOING NOW ON WHAT, THREE HOURS OF PETTINESS.

NOW WE ARE W WE GOT TO GET AN AGREEMENT.

SO I'M JUST, I'M JUST TIRED.

I'M TIRED OF THOSE BACK AND FORTH.

AND I JUST, I JUST DISAGREE THAT YOU VOTED YES.

WITHOUT, AND I FIND THAT CONCERNING THAT ANYBODY VOTES YES.

WITHOUT HAVING THE DOCUMENTATION IN FRONT OF THEM, WITHOUT HAVING THESE QUESTIONS AND CONCERNS THAT YOU ALREADY HAVE.

I MEAN, YOU EVEN SAID THAT YOU WERE VOTING THINKING IT WAS A SEVERANCE AND THE MOTION CLEARLY STATED RESIGNATION.

SO THAT IS JUST MY CON MY QUESTION IS I WANT IT.

AND YOU ANSWERED IT.

YEAH.

I ABSOLUTELY WANT TO SPEAK TO, YOU KNOW, YOU MENTIONED NO DOCUMENTATION.

WELL, I, I NEVER THOUGHT TO ASK FOR A, A LETTER OF, UM, UH, RESIGN RESIGNATION LETTER BECAUSE WE NEVER DISCUSSED HIM RESIGNING.

I NEVER ASKED FOR THE, UH, THE, THE, UH, THE AGREEMENT, THE CONSULTATION AGREEMENT, BECAUSE IT DIDN'T EXIST.

THAT WAS, I THOUGHT THAT WE WERE ASSIGNING THE ATTORNEY TO GO DO THOSE THINGS FOR US.

IT WAS NON-EXISTENT THAT NIGHT.

HOW COULD I SEE IT WHEN IT DIDN'T EXIST? AGAIN, THE LETTER OF RESIGNATION DIDN'T EXIST.

W I WOULD NEVER THINK TO ASK TO SEE SOMETHING THAT WE NEVER EVEN SPOKE ABOUT.

WE DIDN'T TALK ABOUT A RESIGNATION.

WE TALKED ABOUT LETTING THE CITY MANAGER GO.

THERE WAS NEVER DISCUSSION ABOUT WAS NOT GIVEN THREE OPTIONS.

AND ONE INCLUDED A RESIGNATION.

NO.

OH, YOU'RE LAUGHING, BUT NO ONE ELSE WAS THERE.

IT WAS JUST US IN THERE.

I JUST HEARD EVERYBODY WHEN THEY WERE POLLING SAID THAT THEY WERE GIVING THREE OPTIONS OF THIS IS HEARSAY THAT YOU'RE TALKING ABOUT NOW, BECAUSE NO, THIS WASN'T RECORDED.

AND WE CAN'T.

I CAN TELL, I CAN SAY, THIS IS MY SIDE.

MR. CAN SAY, THIS IS HIS SIDE.

THE SPEAKER CAN SAY, THIS IS HER SIDE.

NOBODY HAS, SO THIS IS HEARSAY.

I AM TELLING YOU THE CONVERSATION DID NOT LEAD TO, WE'RE GOING TO ACCEPT HIS RESIGNATION.

THE CONVERSATION WAS WE'RE GOING TO GET RID OF HIM.

AND THE CONVERSATION ON SATURDAY WAS VERY SPECIFIC TO ROB SHOMER HAS TO GO.

WE NEED TO GET RID OF, OKAY.

SO WHEN THEY MADE THE MOTIONS, THIS MINE, HIS RESIGNATION, AND THEN EXCEPT THE CONSULTATION AGREEMENT, AND YOU VOTED YES.

PERFECTLY HONEST.

I GOTTA BE PERFECTLY HONEST WITH YOU.

I DID NOT LISTEN TO THE ENTIRETY OF THE VERBIAGE AT THE TIME.

THAT'S MY SPARK.

AND IT WASN'T WRITTEN ON LEGISLATION.

AND YOU JUST ADMITTED THAT YOU DIDN'T LISTEN TO THIS COMPLETELY.

THAT'S MY CONCERN.

AFTER THE VOTE COULD HAVE REPEATED WHAT HE SAID.

I MEAN, THAT IS MY CONCERN WITH ALL OF THIS.

NO, YOU'RE GOOD.

I KNOW YOU KIND OF, YEAH.

YOU SAID SO MOVED.

YOU DIDN'T REPEAT THE MOTION.

YOU SAID, SO MOVED AGAIN.

I HAD TRUST IN WHAT THE, WE THAT'S WHAT WE WERE DOING, BECAUSE THE WHOLE DISCUSSION TO THAT POINT WAS ABOUT THAT.

ALL OF A SUDDEN, IT WASN'T TUESDAY MORNING.

I MEAN, AS A CITIZEN WATCHING THIS HAPPENING, I, I, I'M SORRY.

I'VE LOST TRUST IN MY COUNCIL RIGHT NOW.

OKAY.

FOR THIS.

AND I'M, YOU KNOW, I JUST, I JUST YOU'RE, YOU'RE VOTING ON LEGISLATION THINKING THAT YOU'RE TRUSTING.

I MEAN, I'M HEARING FIVE DIFFERENT, SIX DIFFERENT STORIES NOW.

I DON'T KNOW WHAT TO BELIEVE.

EXACTLY.

SO IT, BUT I JUST WANTED TO SHARE MY RIGHT.

I HEAR FROM THE MAYOR, IT'S LIKE, DID HE NOT AGREE THAT IT WAS A FORCED RESIGNATION? I MEAN, I, YEAH, WHEN IT COMES DOWN TO YOU'RE OKAY.

IF WE COULD SAY WE'VE GIVEN HIM \$50,000, AS LONG AS WE CAN SAY YOU'RE FIRED ROB SCHUMMER YOU WERE OKAY.

I JUST, MY LAST WORD IS JUST DO BETTER, DO BETTER AS STEWARDS OF THIS CITY THAT WE HAVE ELECTED YOU TO CONTINUE TO BE HONEST.

YES.

MR. THOMAS, CAN WE JUST GET A CLARIFICATION ON WHAT YOU'RE VOTING ON? AS FAR AS, YES.

I'D BE MORE THAN HAPPY.

I'D

[03:30:01]

LIKE TO DEFER TO THE LAW DIRECTOR.
UH, SO HE CAN EXPLAIN SPECIFICALLY WHAT IT IS.

CAUSE THERE'S TWO ITEMS ON THE AGENDA.

THERE'S THE RESOLUTION.

AND THEN THERE'S ALSO THE FIRST READING OF THE SUPPLEMENTAL TO APPROPRIATE THEM.

YES, THAT'S RIGHT.

AND I'D LIKE TO SAY THAT THERE'S NO NEED TO CLEAN UP A PROPER ACTION.

THINK ABOUT THAT.

WELL, OKAY.

I THINK WHEN I SENT THE EMAIL, WHEN I SAID TO MR. MCDONALD WAS, I'D LIKE TO HAVE THIS ON THE AGENDA, BECAUSE AS THE MAYOR, I WASN'T COMFORTABLE MOVING FORWARD WITH SOMETHING THAT'S IMPORTANT OR THREE MEMBERS OF THE COUNCIL SAID THEY DIDN'T KNOW WHAT THEY WERE DOING.

THAT WAS MY EMAIL TO MR. MACDONALD, AS FAR AS WHAT I THOUGHT WE NEED TO BRING THIS BACK.

SO I WOULD LIKE IT NOW ON THE RECORD, UH, ANOTHER, UH, VOTE.

SO EVERYBODY KNOWS EXACTLY WHAT IT IS.

THEY'RE VOTING ON THIS.

I MEAN, THIS IS, THIS IS WHY I WANTED TO BRING US BACK.

I'M NOT COMFORTABLE WITH THREE MEMBERS OF COUNCIL GOING TO THE NEWS AND SAYING, THEY'RE CONFUSED.

THEY DON'T KNOW WHAT THEY DID WELL, WITHOUT IT BEING VOTED ON PUBLICLY, THE WAY YOU HAD REQUESTED IT.

SO THAT'S WHY THIS, THIS MANNER IS BACK.

SO, MR. MCDONALD'S, IF YOU COULD CLARIFY, PLEASE.

ALL RIGHT, THANK YOU.

JUST DID, UH, IF THIS IS SIMPLY OPEN YOUR WORDS OUT, I WOULD APPRECIATE IT A MATTER OF YOUR DESIRE TO HAVE THIS DONE THROUGH THE LEGISLATIVE PROCESS, WHICH IS OUR TYPICAL PROCESS, WHICH WE WOULD HAVE A RESOLUTION AGREEMENT ATTACHED TO IT, A VOTE, PUBLIC DEBATE, ALL THOSE THINGS THAT WE DIDN'T HAVE THE FIRST TIME AROUND.

AND IT WAS YOUR DESIRE TO HAVE ALL THOSE THINGS.

AND SO TO GET THE RECORD STRAIGHT AS TO WHAT, WHO WAS VOTING ON WHAT, AND HAVE ANYBODY WHO HAD ANY MISUNDERSTANDINGS TO BE ABLE TO RECTIFY THAT ON THE RECORD.

THANK YOU, MR. MACDONALD, THERE HAS BEEN EMOTION AND THERE HAS BEEN A SECOND.

I BELIEVE WE HAVE DISCUSSED AND DEBATED MR. ROGERS, WOULD YOU CALL THE ROLL PLEASE? MS. BAKER, HOLD ON ONE SECOND.

MR. OR MS. HAYNES MAJOR, MAJOR HAYNES.

YES.

OH YES.

COME, COME, COME TO THE MICROPHONE PLEASE.

BUT YOU'VE TOLD US THAT IT'S ALREADY LEGALLY BINDING.

SO WHY ARE WE VOTING IF IT'S ALREADY BEEN DECIDED IT'S ALREADY BEEN LEGALLY? YES.

AND THE REASON WHY I ASKED FOR THIS LEGISLATION TO COME BACK, BECAUSE WE HAD THREE MEMBERS OF COUNCIL WHO SAID THEY DIDN'T KNOW WHAT THEY VOTED ON.

I WANTED TO GIVE THEM THE OPPORTUNITY TO KNOW SPECIFICALLY NOW WHAT THEY VOTED ON AND GIVES THEM THE OPPORTUNITY TO MAKE THAT CLAIM FOR THE RECORD AND IN A PUBLIC PUBLIC VOTE.

ONCE MORE, AS FAR AS LEGALLY, WE'VE ALREADY ENTERED INTO THE AGREEMENT OF A HUNDRED PERCENT.

YES, BUT NOW, BUT IF THERE'S COUNSELORS WHO WOULD PREFER TO VOTE, NO, THIS IS, THIS IS THE OPPORTUNITY TO DO THAT.

THIS IS MARTIN.

WHAT MR. MCDONALD JUST SAID, WAS THERE NO RESOLUTION PRIOR TO TONIGHT? NO.

TH AND AGAIN, THAT'S, THAT'S THE REASON I BROUGHT UP THE RESOLUTION PRIOR THAT THIS IS, ALTHOUGH IT ISN'T TYPICAL.

IT CERTAINLY IS SOMETHING THAT COUNCIL HAS DONE IN THE PAST.

AND, AND THAT'S THE RESOLUTION THAT I BROUGHT UP REGARDING THE EXTRA QUARTER OF A MILLION DOLLARS TILL I, MR. SCHIRMER, TO GO OUT AND DO WHATEVER HE NEEDED TO DO.

AND NONE OF THAT EVER HAD TO COME BACK TO COUNCIL.

SO WE HAVE DONE THIS IN THE PAST.

YEAH.

WITHOUT A RESOLUTION, BECAUSE I THOUGHT THE CHARTER SAID FOR A, THERE HAD TO BE A RESOLUTION OR ORDINANCE, UM, MR. MCDONALD, THAT WAS WHY WE DID ALL THESE RESOLUTIONS WAS BECAUSE THAT FOR THESE CONTRACTS AND THESE APPROPRIATIONS, THAT THAT'S THE TYPICAL WAY TO DO IT.

CHARTER SAYS ACTION OF COUNCIL SHALL BE BY ORDINANCE RESOLUTION.

OKAY.

SO WE DIDN'T HAVE A RESOLUTION BEFORE TONIGHT.

WE HAD A MOTION.

OKAY.

NOW MOTIONS ARE TYPICALLY DONE FOR ADMINISTRATIVE SMALLER THINGS, NOT THIS TYPE OF THING.

HOWEVER, THE CHARTER GOES ON TO SAY, NO ACTION OF COUNCIL SHALL BE INVALIDATED MERELY BECAUSE OF THE FORMER STYLE THEREOF FAILS TO COMPLY WITH THE PROVISIONS OF ARTICLE FIVE OF

THIS CHARTER, SINCE IT IS NOT THE INTENTION OF THE PEOPLE BY THE ADOPTION OF THIS CHARTER TO REQUIRE STRICT COMPLIANCE WITH ARTICLE FIVE OF THIS CHARTER, ARTICLE FIVE BEGINS THE LEGISLATION.

RIGHT.

OKAY.

THANK YOU.

VERY WELCOME.

MR. ROGERS, DID YOU CALL THE ROLL PLEASE? MS. BAKER? YES.

MR. CAMPBELL.

YES.

MRS. MERGE.

YES.

MR. OTTO.

NO.

MR. LYONS.

NO.

MR. HILL.

YES.

MR. REB? YES.

MR. SHAW? NO.

OKAY.

AND THE MOTION DOES CARRY FIVE TO THREE.

[03:35:03]

5 pages deleted for brevity

* This transcript was compiled from uncorrected Speech-to-Text.

Chapter 9 – City Council Emergency Meeting – March 16, 2021 transcript

Video found at: <http://huberheightsoh.new.swagit.com/videos/116364#21172547>

00:00:04]

OKAY, GOOD EVENING, EVERYONE.

[1. Call The Meeting To Order - Mayor Jeff Gore]

IT IS FIVE 34 AND WE ARE STARTING THE STATE HUBER HEIGHTS CITY COUNCIL MEETING EMERGENCY SESSION.

IT'S A HYBRID IN-PERSON MEETING REMOTE TODAY'S MARCH 16TH, 2021.

UH, AND WE ARE HERE AT CITY HALL COUNCIL CHAMBERS.

THIS MEANS OFFICIALLY CALLED TO ORDER MR. ROGERS, IF HE'D CALL THE ROLL, PLEASE.

MR. SHAW HERE.

MS. BAKER.

YEAH.

MR. CAMPBELL HERE.

MRS. BERG HERE.

MR. OTTO HERE.

MR. LYONS HERE, MR. HILL HERE.

MR. WEBB HERE, AMERICORPS HERE.

AND

[An Ordinance Amending Ordinance No. 2020-O-2453 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2021 And Ending December 31, 2021. (second reading)]

NEXT UP IS ITEM NUMBER THREE, WHICH IS NEW BUSINESS.

AND MR. ROGERS, WOULD YOU READ THE RESOLUTION OR ORDINANCE PLEASE? ITEM THREE, A AN ORDINANCE AMENDING ORDINANCE NUMBER TWO ZERO TWO ZERO DASH ZERO DASH TWO FOUR FIVE THREE.

BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF YOUR RIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1ST, 2021 AND ENDING DECEMBER 31ST, 2021 AT THE SECOND RATE.

OKAY.

AND THIS IS THE SECOND READING OF THIS PARTICULAR ORDINANCE.

IS THERE A MOTION, MR. WEBB? SLOW-MO IS THERE A SECOND? SECOND? OKAY.

MR. CAMPBELL, SECOND MOTION.

AND SECOND, IS THERE ANY DISCUSSION MS. RADHA? UH, I DON'T KNOW WHO TO ASK THE QUESTION, BUT, UH, IS THIS AMOUNT GOING TO COVER WHAT IT NEEDS TO COVER AFTER THE EMAIL THAT WE RECEIVED FROM MR. MCDONALD TODAY STATING THAT THESE, UH, THE BENEFITS OF THE, UH, INSURANCE AND WHATNOT ARE GONNA RUN ABOUT \$20,000? OR IS THIS GOING TO COME SHORT? OKAY.

OH, PROBABLY BETTER TO NOT HAVE IT ON.

UH, YES, I CAN ANSWER THAT QUESTION.

UM, THE, OBVIOUSLY FOR THE BUDGET FOR 2021, WE HAD BUDGETED FOR THE CITY MANAGER POSITION TO, UH, BE PAID HEALTH INSURANCE.

UH, AS ALL OTHER EMPLOYEES WOULD BE ENTITLED TO HEALTH INSURANCE.

SO THAT HAS BEEN IN THE BUDGET FOR THE ENTIRE YEAR.

SO IF WE HIRE A NEW CITY MANAGER AND THAT HAPPENS BEFORE THE END OF THE YEAR, THEN WE WOULD NEED TO SUPPLEMENT THE BUDGET FOR HEALTH INSURANCE FOR THAT INDIVIDUAL AT THAT TIME.

BUT CURRENTLY, AS IT STANDS RIGHT NOW, WE HAVE ENOUGH IN THE BUDGET.

IT'S ALREADY BUDGETED FOR THAT POSITION TO HAVE HEALTH INSURANCE THROUGHOUT THE REST OF THIS YEAR.

SO THE ONLY NEED WOULD BE THE 150,000 FOR THE CONSULTING.

OKAY.

WELL, AS A FOLLOWUP TO THAT QUESTION AND WOULDN'T WOULD THE SAME OLD TRUE THEN FOR THE ACCRUED VACATION AND SICK LEAVE AND SALARY AND ALL THAT, WOULD THAT NOT HAVE ALREADY BEEN PREVIOUSLY BUDGETED FOR THIS YEAR? UM, EACH YEAR BUDGET FOR A POTENTIAL FOR, UH, THERE'S, UH, AN ALLOTMENT, UH, FOR EVERYONE TO, UH, TAKE OUT A CERTAIN AMOUNT OF, UM, UH, VACATION BUYOUT, UM, THAT IS ALLOWED FOR IF YOU'VE BEEN HERE, I THINK FIVE YEARS OR GREATER.

AND SO WE BUDGET FOR WHAT WE THINK WILL HAPPEN BASED ON PREVIOUS, UH, OCCURRENCES.

SO THERE WAS MONEY IN THE BUDGET FOR THAT.

OKAY.

SO THEN IS THE 150,000 INAPPROPRIATE FOR THIS ACTIONS AND AS SOME OF THESE THINGS ARE ALREADY COVERED OR IS THAT NUMBER ACCURATE? WE ALL FEEL THAT'S THE PROPER NUMBER.

YES, I, I W I WOULD NOT HAVE RECOMMENDED THAT IF IT, IF IT WEREN'T THE CASE, UM, THE, UM, YES, WE'VE ALREADY DISCUSSED THAT INTERNALLY THAT, UH, THERE WAS A NEED FOR THAT.

OBVIOUSLY THERE WILL BE SAVINGS.

NOW THIS, THIS PAYMENT IS NOT OUT OF PAYROLL.

THE OTHER EXPENSES THAT YOU'VE BEEN TALKING ABOUT TONIGHT ARE OUT OF THE PERSONNEL SECTION OF THE BUDGET.

SO THIS IS A PAYMENT THAT IS NOT GOING TO BE TAXED BECAUSE IT IS A, AN OPERATIONAL AGREEMENT.

IT'S A, UM, IT'S A CONSULTING AGREEMENT.

SO THAT WILL BE PAID OUT OF THE OPERATING SIDE OF THE BUDGET.

UM, WHILE THE PERSONNEL SIDE IS ALSO OPERATING, BUT THERE'S A DEFINITE DISTINCTION.

UH, YOU CANNOT MOVE MONEY FROM PERSONNEL SAVINGS, WHICH WILL WE'LL HAVE A SAVINGS BECAUSE WE WILL NOT HAVE A, UH, CITY MANAGER IN PLACE FOR, YOU KNOW, FEW MONTHS.

SO, UH, THERE WILL BE A SAVINGS THERE, BUT, UM, I, UH, YOU KNOW, JUST SO THE COUNCIL KNOWS, EVEN THOUGH YOU'RE, OH, YOU WOULD BE APPROVING \$150,000, THERE WILL BE A SAVINGS ON THE OTHER SIDE OF NOT HAVING A CITY MANAGER IN PLACE FOR A FEW MONTHS.

OKAY.

THANK YOU.

IT WAS DISCUSSION FROM COUNCIL, OR I JUST CLARIFY THAT THE MOTION IS TO ADOPT.

IT WAS JUST ENDED EMOTION GENERICALLY.

SO IT IS A MOTION TO ADOPT THE ORDINANCE.

OKAY.

MISALIGNED,

[00:05:01]

UH, THANK YOU.

UH, JERRY, HOW MUCH IS THE TOTAL, UM, CONSULTING AGREEMENT NOW WITH THE NEW ADDITION THAT YOU ADDED TO HIS PLACE? IT'S STILL \$150,000 FOR THE CASH PAYMENT.

AND THEN THE INSURANCE COST, INSTEAD OF \$5,000 IS GOING TO BE APPROXIMATELY \$20,000.

OKAY.

SO WHAT'S THAT TOTAL, OKAY.

\$770,000.

OKAY.

AND I HAVEN'T HEARD ANYTHING ABOUT THE LAPTOP.

IS THE LAPTOP INCLUDED IN THIS, OR WAS THAT ISSUE DROPPED? WHAT HAPPENED TO THE LAPTOP? THE LAPTOP IS INCLUDED, BUT I DON'T KNOW THE VALUE OF THE LAPTOP.

I'M SORRY, JERRY, I DIDN'T HEAR THAT.

WOULD YOU SPEAK UP PLACE CHAIR? I'M SORRY.

THE LAPTOP IS INCLUDED, BUT I DO NOT KNOW THE VALUE OF THE LAPTOP.

OKAY.

AGAIN, YOU TAILED OFF WAS THE, I DIDN'T SEE THE LAPTOP IN THE CONTRACTING AGREEMENT.

WAS THAT IN THERE? IT IS ON THE LAST SENTENCE AND PARAGRAPH TWO.

UH, YOU'RE ABSOLUTELY RIGHT.

I MISSED THAT.

MY APOLOGIES.

THANK YOU.

UM, JERRY, I APPRECIATE THAT, UM, UH, THIS WHOLE PROCESS, UH, THE MAYOR, UH, WANTED TO FORCE THE RESIGNATION, UH, THEN THE MAYOR CONNED SOME COUNCIL MEMBERS WITH DIFFERENT WORDING IN THE MOTION.

AND NOW THAT BRINGS US TO THIS PARTICULAR APPROPRIATION.

UH, I'M NOT GOING TO VOTE FOR THIS APPROPRIATION TONIGHT BECAUSE I DON'T FEEL WE SHOULD BE PAYING THE CONTRACT AMOUNT FOR SEVERANCE PACKAGE.

UM, IF WE HAD THE OPPORTUNITY TO TERMINATE WITH CAUSE, AND, UH, THAT WOULD HAVE SAVED US A CITY EASILY, 75, 80,000 OF THE TAXPAYER'S DOLLARS.

NOW, IF I WERE TO MAKE A PREDICTION, I WOULD PREDICT A BIG BAG OF MONEY SHOWING UP ON SOMEBODY'S BACK PORCH, BEHIND SOME BUSHES FOR THEIR CAMPAIGN THIS YEAR.

AND I BET THAT THERE ARE COUNCIL MEMBERS WHO WOULD BE UNAWARE OF THAT HAPPENING.

DON'T EXPECT THAT SHOW UP ON THE CAMPAIGN FINANCE REPORT, EITHER AS A PUBLIC RECORD.

AND THAT'S THE KIND OF ACTION THAT LANDS HIPO IN PRISON.

IS THAT ALL MR. LYONS FOR NOW? YES.

ANY OTHER DISCUSSION BY COUNSEL? OKAY.

MR. ROGERS WOULD HAVE, UH, SOMEONE HEAR THE WIND TO SPEAK.

I KNOW WE HAD, I HAVE ONE CITIZENS COMMENT, LINDA MARGARET.

OKAY.

SO NO LONGER NECESSARY.

SHE DECLINES WITH TIME CAPES AND NO FURTHER DISCUSSION.

THERE'S AN EMOTION THAT'S BEEN SECONDED.

MR. ROGERS CALDWELL PLEASE.

MS. BAKER.

YES.

MR. CAMPBELL.

YES.

MRS. BERG.

YES.

MR. OTTO.

NO.

MR. LYONS.

NO, MR. HILL.

YES.

MR. WEBB.

YES.

MR. SHAW, NO.

AND MOTION FOR SUBMITTAL CARRIES FIVE TO THREE, AND THAT IS ALL WE HAVE FOR THE SPECIAL SESSION.

AND IT IS NOW FIVE 43.

AND THIS MEETING IS ADJOURNED.

* This transcript was compiled from uncorrected Speech-to-Text.

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Chapter 10 – City Council Work Session – March 16, 2021 transcript

[1. Call Meeting To Order/Roll Call]

[00:00:04]

GOOD EVENING, EVERYONE.

AGAIN, IT IS SIX O'CLOCK.

SO WE'RE GETTING STARTED RUNNING TIME.

THIS SAYS, SEE IF YOU WERE HEIGHTS CITY COUNCIL WORK SESSION HYBRID IN-PERSON ROAD MEETING.

UH, TODAY'S DATE IS MARCH 16TH, 2021.

AND WE ARE HERE AT CITY HALL.

THIS MEETING IS OFFICIALLY CALLED TO ORDER.

MR. ROGERS, WOULD YOU CALL THE ROLL PLEASE? MR. SHAWL, HERE BAKER HERE.

MR. CAMPBELL.

HERE.

THIS IS BERGE MR. OTTO HERE.

MR. LYONS HERE, MR. HILL HERE.

MR. WEBB HERE, MAYOR GORE HERE.

[2. Approval of Minutes]

UH, NUMBER TWO IS APPROVAL OF MINUTES.

UH, ITEM TWO EIGHT FROM MARCH 2ND, 2021.

UM, I THINK MS. ROGERS, THOSE ARE THE MINUTES THAT YOU'RE STILL PREPARING, CORRECT? YEP.

SO THOSE ARE AVAILABLE TONIGHT.

WE'LL HAVE TWO SETS NEXT WEEK.

OKAY.

TWO SETS OF MINUTES NEXT WEEKS FOR APPROVAL.

[City Manager Resignation Discussion]

NEXT UP IS THAT NUMBER THREE WORK SESSION, TOPICS OF DISCUSSION.

UH, AS PREVIOUSLY NOTED, WE HAD A, AND I, WE TALKED ABOUT EVEN ON FACEBOOK TALKING ABOUT THIS, UH, WORK SESSION TO HAVE PART OF THE SAME MANAGER, UH, UH, RESIGNATION DISCUSSION.

AND IF THERE'S ANYONE HERE WHO DID WANT TO SPEAK TO THAT TONIGHT, I CERTAINLY, WE STILL WANTED TO OFFER THAT OPPORTUNITY BECAUSE WE HAD TOLD YOU PREVIOUSLY THAT WE WOULD, UH, SO BEFORE WE GET INTO THAT, JUST, UH, THE MOTION WAS APPROVED LAST NIGHT.

I I'M NOT MISTAKEN IN THE SUPPLEMENTAL APPROPRIATION WAS, UM, WAS APPROVED, UH, OR PASSED TODAY AT THE SECOND READING.

UH, BUT I WOULD OPEN IT UP TO, UH, ANYONE WHO HAS ANYTHING ELSE THEY'D LIKE TO SAY OR DISCUSS ABOUT THAT BEFORE WE MOVE ON TO ITEM B, WHICH IS OUR CITY MANAGER REPORT, I HAVE ONE SIGNED UP AND I THINK THERE MIGHT BE ONE OTHER PERSON IN THE AUDIENCE THAT WANTS, OKAY.

UM, WHENEVER RENT, PLEASE COME TO THE PODIUM.

GOOD EVENING.

IT WOULD APPEAR THAT WE ARE HERE TONIGHT BECAUSE OF STANDARD HR PROCEDURES WERE NOT BEING FOLLOWED BY IN OUR CITY.

AND IN ADDITION, WE HAVE A RESIGNATION CONSULTING AGREEMENT THAT ACCORDING TO LAST NIGHT WAS A CUT AND PASTE FROM THAT DONE FOR ANOTHER CITY.

NOW, TO TOP IT ALL OFF THE NUMBERS, GIVEN TO CITY COUNCIL IN EXECUTIVE SESSION AND STATED AGAIN, LAST NIGHT FOR THE VOUCHER VALUE, DETERMINATION WERE NOT ACCURATE.

EVEN MYSELF WITH MY EXPERIENCE IN BUSINESS, I RECOGNIZE LAST NIGHT, THAT \$5,000 WAS NOT A REASONABLE AMOUNT FOR HEALTH, DENTAL, AND VISION FOR A YEAR, CONSIDERING THAT MOST OF OUR PEOPLE ON COUNCIL ARE BUSINESS PEOPLE, SOME WHO OWN THEIR OWN BUSINESSES, CERTAINLY THAT SHOULD HAVE RUNG A BELL WITH YOU.

I REACHED OUT FOR CONFIRMATION AFTER THE MEETING LAST NIGHT, BECAUSE THERE I DID, IT SOUNDED TO ME MORE OF WHAT THE EMPLOYEE WOULD BE CONTRIBUTING RATHER THAN WHAT THE COST OF THE CITY WAS.

I KNOW WHEN I LEFT A COMPANY AND THEY OFFERED ME COBRA HEALTH ALONE WAS \$1,800 A MONTH.

I JUST THINK THAT WE HAVE GOTTEN TO THE POINT THAT THIS WE SHOULD REALIZE AND LEARN, AND SOME THINGS SHOULD CHANGE.

I'M SURE MR. MCDONALD IS A VERY GOOD PERSON, BUT THIS IS AN EXTREMELY EXPENSIVE MISTAKE THAT HAS BEEN MADE.

DECISIONS WERE MADE THAT WE, THE TAXPAYERS ARE GOING TO PAY FOR IT.

I THINK THAT OUGHT TO BE CONSIDERED IF MR. SCHOMER WAS NOT SU SUFFICIENT AS AN EMPLOYEE, WE NEED A LAWYER THAT WILL MAKE SURE THAT HE IS GIVING US ACCURATE INFORMATION WHEN YOU ALL MAKE DECISIONS THAT THE TAXPAYERS HAVE TO BE.

HEY FAR.

THANK YOU.

THANK YOU.

VERY COMMENTS, MR. ROGERS.

UM, NEXT, JUST SPEAK, JUST WANT TO SAY THANK YOU FOR ALLOWING ME TO BE HERE TODAY.

UH, MAYOR COUNCIL MEMBERS.

IT'S, UH, IT'S ALWAYS AT A GREAT OPPORTUNITY TO, UH, BE A CITIZEN TO COME OUT HERE AND EXPRESS OUR VIEWS.

AND I APOLOGIZE NOT BEING HERE YESTERDAY, AS Y'ALL ALWAYS KNOW, UH, UH, JUST, UH, PAST WEEK, THERE'S ALWAYS JUST BEEN A, UH, MULTIPLE MEETINGS THAT HAVE BEEN SCHEDULED TO LAST MINUTE AND, YOU KNOW, HAVING TO POUR A TIES, UH, MY LIFE TO, TO COME OUT, TO TRY TO MAKE, UH, UH, A VOICE BE HEARD, UH, IS ALWAYS A, UH, A TOUGH CHOICE TO MAKE DURING THESE, DURING THESE TIMES.

UM, WITH THAT SAID, UH, I WROTE YOU ALL A LETTER.

I SENT THE LETTER, I SENT THE CITY A LETTER REGARDING SOME OF THE CONCERNS I HAD AS, AS, AS A CITIZEN.

UM, I'M NOT A, A BRIGHT NATIVE, I'M NOT AN OHIOAN.

UH, I WAS SENT HERE INITIALLY BY, BY THE MILITARY.

I, UH, WAS, UH, DECIDED TO STAY HERE FOR A PARTNER WHO WAS A POLICE OFFICER AS WELL, AND DECIDED TO CALL THIS MY HOME.

SO AGAIN, I, I APPRECIATE THE WORK YOU'VE PUT FORTH TO THIS POINT AND THE DECISIONS YOU'VE MADE AS, AS COUNCIL MEMBERS

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AND AS THE MAYOR, UH, TO, TO, UH, CONTINUE TO HELP OUR CITY THRIVE, UH, WITH THAT SAID, AS I'VE SAID BEFORE, I HAVEN'T LIVED HERE BEFORE.

UM, SO MOST OF THE DECISIONS I MAKE ARE MORE BASED OFF OF AN ANALYTICAL POSITION, UH, USING DOCUMENTS, UH, DATA, UH, TO HELP MAKE AN OBJECTIVE DECISION BASED OFF OF THE INFORMATION THAT'S PUT BEFORE ME.

BUT BEFORE ME, UM, THIS PAST WEEK HAS BEEN A TUMULTUOUS TIME FOR THE CITY OF HUBER HEIGHTS, UH, AND AS YOURSELVES AS WELL, UH, GOING THROUGH ELECTION YEARS AS, AS, UH, UH, I'VE TALKED ABOUT LAST NIGHT, UH, I'M GOING TO AVOID POINTING.

I'M GOING TO AVOID TO, UH, I'M GOING TO AVOID, UH, REFERENCING SOME OF THE ITEMS THAT ARE ADDRESSED LAST NIGHT, JUST CONSIDERING THAT IT WAS A TOPIC THAT WAS ADDRESSED.

AND, UH, I'M AT LEAST SOME OF THE ISSUES WERE, WERE LAID OUT AND, UH, GOT TO A POINT WHERE, UH, IT WAS TO THE BEST BENEFIT TO, TO THE, TO THE COMMUNITY AND COUNCIL MEMBERS TO LEAVE IT THERE.

UM, WITH THAT SAID, UM, I HAD SOME AREAS OF CONCERN, UH, BECAUSE OF THE IMMEDIATE, UM, UH, DECISIONS REGARDING THE RESIGNATION AND, UH, WRITING OF THE CONSULTATION AGREEMENT FOR THE SENIOR MANAGER.

UH, THOSE CONCERNS ARISE AT, UH, UH, RICE FROM LOOKING AT THE PAST 10 YEARS OF, OF RECORDS, INCLUDING THE AGENDAS AND MEETING MINUTES RELATED TO THE, UH, HIRING, UH, AND RE RE RESERVATIONS OF PREVIOUS, UH, CITY MANAGERS OVER THE PAST 10 YEARS, UH, THERE HAVE BEEN AT LEAST FIVE OR SIX DIFFERENT ROTATING CITY MANAGERS THAT HAVE BEEN, UH, PUT FORTH BETWEEN, PUT FORTH, PUT FORTH TO CITY COUNCIL, UH, TO LOOK INTO AN APPOINT BASED OFF OF, UH, THEIR HISTORY.

UM, SO I WAS ABLE TO LOOK THROUGH 2008, 2009 ALL THE WAY UP TO WOLF CURRENT YEAR, JUST TO UNDERSTAND HOW PROCESSES WORK FOR CITY HEIGHTS, UH, WHAT I WAS ABLE TO FIND AND, UH, WHAT BOTHERED ME AS WELL WAS LOOKING THROUGH THE RECORDS.

THERE WAS ONLY ONE TIME IN 2014 THAT A CONSULTATION AGREEMENT WAS WRITTEN FOR HER CITY MANAGER, WHICH WAS THE IN FOR MR. GARY ADAMS. UH, THE CONSULTATION AGREEMENT FOR THEN MR. GARY ADAMS WAS WRITTEN FOR UP TO \$10,000, UH, AS WELL AS \$50 PER HOUR TO HELP WITH THE TRANSITION PERIOD.

SO THAT WAS A RED FLAG FOR ME TO TRY TO COMPREHEND ON WHERE THE ADDITIONAL \$150,000 WAS COMING FROM, UH, TO BE ASSIGNED TO, UH, NOW THE RESIGN CITY MANAGER, UH, AGAIN, AS THE PREVIOUS WOMAN HAS STATED, UM, BEING, BEING A BUSINESS PERSON, AS WELL AS AN ANALYTICAL PERSON, UH, UH, 10 TIMES INCREASE TO A CONSULTING CONTRACT, UM, DOESN'T MAKE ANY SENSE.

IT DOESN'T MAKE ANY SENSE AS A BUSINESS PERSON TO, UH, JUSTIFY A 10, 10 TIMES INCREASE FOR CONSULTING AGREEMENT, UH, TO A PERSON WHOM THE CITY DECIDED TO, UH, TO LET GO BECAUSE OF FORMER PERFORMANCE ISSUES.

UH, SO NOW YOU'RE PAYING THAT PERSON 10 TIMES AS MUCH, UH, AS A PREVIOUS, UH, UH, ONLY CONSULTING CONTRACT, UH, IN THE PAST.

UH, SO THE LINES THAT THE DECISION-MAKINGS IN, IN LINEUP, IN MY PERSPECTIVE, SO THAT WAS RED FLAG FOR ME.

NUMBER ONE, I'M TRYING TO JUSTIFY 10 TIMES INCREASE FOR THE THEN CONSULTING AGREEMENT.

UH, RED FLAG NUMBER TWO WAS, UH, THE DISPARITIES OF THE PROCESSES WHEN YOU COMPARE THE, UH, RE RESONATION AND CONSULTING PROCESS FOR GARY ADAMS TO, UH, MR. ROB SCHUMER, UM, PROCESS FOR MR. GARY ADAMS THEN WAS TO, UH, PROVIDE THE RESIGNATION RESIGNATION LATER TO CITY COUNCIL BACK IN 2014, UM, AND 2012, AND THEN, UH, PROVIDE THE CONSULTING AGREEMENT WITHIN THE SAME, UH, FORUM, WHICH WAS A GENERAL SESSION TO ALLOW, WHICH WOULD ALLOW THE PUBLIC TO BE AWARE OF WHERE THE MONEY WAS GOING, AS WELL AS HAVE INPUT ON THE TYPE OF FUNDS THAT WERE BEING SUSPENDED ON THE BEHALF OF THE COMMUNITY.

UM, SO AGAIN, UH, NO EXPERIENCE WITH HUBER HEIGHTS, I WASN'T BORN HERE, BUT USE THAT INFORMATION.

WHAT CONCERNED ME AGAIN WAS, UH, THIS WAS THE ONLY TIME, UH, IN THE PAST 10 YEARS, UM, THAT THE CITY COUNCIL DECIDED TO GO THROUGH THE PROCESS TO RESIGN, AND THEN, UH, WRITE A CONSULTING AGREEMENT ON BEHALF OF THE COMMUNITY, UH, DURING A EXECUTIVE SESSION, UM, THE PASSING PASS FOR THE FIRST TIME IN THE PAST 10 YEARS.

UM, IT, IT DOES, DID IT MAKE SENSE TO ME? UM, IT DOESN'T MAKE SENSE TO ME, UH, AND IT STILL DOESN'T MAKE SENSE TO A LOT OF COMMUNITY MEMBERS, UM, WHICH IS FINE.

WE ARE, ARE THE AGREEMENTS SET INTO PLACE? YOU CAN'T GO FORWARD AND CORRECT THE ACTIONS.

UH, AND THAT'S WHERE I BELIEVE WE ARE HERE TODAY IS, UH, UNDERSTANDING WHAT OUR ACTIONS HAVE DONE.

NOW, WHAT PRECEDENTS HAVE WE SET FOR THE INCOMING

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SYDNEY MANAGERS? WHAT PERFORMANCE ARE THEY GOING TO BE? UH, WHAT FORMATS ARE THEY GOING TO BE SET TO, UM, TO ENSURE THAT DURING THE TRANSITION, UH, THEY TOO, DON'T COME OFF WITH AN ADDITIONAL PACKAGE THAT INCLUDES BENEFITS.

UH, IT'S JUST A CONCERNING TIME FOR MYSELF TO, TO LOOK AT HOW THE PROCESSES HAVE COME INTO PLAY AND HOW THAT'S GOING TO BE IN FACT, WHAT IMPACTING FUTURE DECISIONS.

UM, THERE'S A LOT MORE THAT CAN BE SAID AROUND THAT.

UH, AND I BELIEVE A LOT OF, ALL OF IT WAS ADDRESSED LAST NIGHT.

UH, AND SO AGAIN, I APPRECIATE THE TIME YOU TOOK LAST NIGHT TO, TO SIT DOWN AND HEAR THE COMMUNITY MEMBERS AND, AND, UH, TAKE IN WHAT WE'RE SAYING.

UM, WITHOUT FURTHERMORE TO SAY, UH, THANK YOU FOR THE TIME.

UH, AND I APPRECIATE THE SERVICE YOU'RE DOING FOR THE COMMUNITY, AND I APPRECIATE THE TIME YOU'VE TAKEN TO LISTEN TO ME.

THANK YOU.

APPRECIATE THAT.

I WILL JUST TAKE A MINUTE TO KIND OF HELP MAYBE EXPLAIN, UH, MAYBE MAKE A PART OF THE REASON IF YOU'D LIKE TO SAY THAT'S FINE IN CASE YOU HAVE A FOLLOW-UP.

I HAVE NO, I HAVE NO PROBLEM WITH THAT.

SO WE HAD TALKED ABOUT EXECUTIVE SESSION LAST NIGHT, SO WE'LL JUST, UH, WE'LL CONTINUE ON THAT, ON THAT LEVEL, UH, THERE BASICALLY.

SO THERE WAS THREE OPTIONS AVAILABLE TO THIS COUNCIL AND, UH, MR. MCDONALD MADE ALL THREE OF THOSE VERY CLEAR TO US.

AND SO ONE WAS TERMINATION WITHOUT CAUSE ONE WAS TERMINATION WITH CAUSE, AND THEN THERE'S OBVIOUSLY YOU CAN SEPARATE THROUGH A RESIGNATION AGREEMENT.

UH, IT WAS LEGAL COUNSEL'S ADVICE THAT A WITH CAUSE TERMINATION WAS NOT THE WAY TO GO AND WOULD NOT END UP IN BEST INTEREST OF THE CITY.

IF THAT WAS THE ROUTE THAT WE HAD CHOSEN A TERMINATION WITHOUT.

CAUSE THIS WAS MENTIONED LAST NIGHT THAT MS. RADHA THOUGHT WE WERE DOING A WITHOUT CAUSE TERMINATION WOULD HAVE ENDED UP PAYING MR. SCHOMER ABOUT \$152,000 AND ANY WITHOUT CAUSE TERMINATION, WE WOULD JUST BE SAYING, GO, WE DON'T HAVE ANYTHING TO DO WITH YOU ANYMORE.

AND WE'D STILL BE PAYING \$152,000.

SO OTHER THAN THE MISCALCULATION ON THE HEALTH INSURANCE BENEFITS, AND AGAIN, AS WE'RE SPEAKING ABOUT \$150,000, WE REMINDED EVERYONE LAST NIGHT ABOUT \$41,000 OF THAT WAS ACCRUED VACATION PAY AT MR. SCHOMER.

SO 41,000 OF THE ONE 50 IS HIS OWN MONEY ANYWAY, THAT HE WOULD HAVE, HE WOULD HAVE GOTTEN.

SO THE REASON I BELIEVE THAT THROUGH THE DISCUSSION THAT THE CONSULTANT GREAT MADE SENSE WAS BECAUSE WE WERE GOING TO HAVE AN INTERIM CITY MANAGER.

MR. SCHIRMER DOES, AS I HAD STATED, JUST BECAUSE IT WAS TIME TO MOVE IN A DIFFERENT DIRECTION DIDN'T MEAN THAT HE DIDN'T BRING VALUE TO THE CITY.

AND HE COULDN'T ADD VALUE TO MR. CASE.

HE HAD TALKED ABOUT LAST NIGHT, ALL THE DIFFERENT AREAS THAT HE WOULD, UH, USE MR. SCHOMER.

SO IN MY MIND, WHEN I LOOK AT, OKAY, HOW DO WE DO THIS? AND I BELIEVE THAT'S THROUGH THAT DISCUSSION.

THAT'S WHY THE DECISION WAS MADE.

IF WE'RE GOING TO SPEND 150, \$2,000 TO NEVER SPEAK TO ROB AGAIN, OR SPEND \$150,000 TO HAVE ROB AVAILABLE, TO CONSULT WITH THE INTERIM CITY MANAGER.

THAT CERTAINLY SEEMED LIKE THE WISEST DECISION, BECAUSE WE DO HAVE LOTS OF THINGS GOING ON THAT ROB DOES HAVE VERY INTIMATE KNOWLEDGE ON ALL THOSE THINGS, COMPLETELY SEPARATE FROM WHATEVER EMPLOYMENT ISSUES THAT WE HAD.

I BELIEVE THIS COUNCIL VOTED BECAUSE THEY BELIEVED THERE WAS SOME VALUE.

HE WAS STILL GOING TO BRING THROUGHOUT THIS TRANSITION PROCESS.

SO IT KIND OF COME DOWN TO \$152,000 AND HE GOES AWAY AND WE NEVER SEE HIM OR \$150,000.

AND WE STILL HAVE HIS EXPERTISE FOR THE NEXT SIX MONTHS.

THAT REALLY WAS WHAT IT IS THEN BASED ON THE LEGAL ADVICE FROM MR. MCDONALD THAT A WITH CAUSE TERMINATION WOULD PROBABLY END UP PRETTY BAD FOR US.

SO, SO I THINK IN THE END, THE DECISION WAS MADE.

I BELIEVE, I'LL SAY AGAIN, I BELIEVE EVERYONE KNEW WHAT THEY WERE VOTING FOR AND THAT WAS, AND I, EVERY ONE OF THEM, WHETHER THEY DISAGREE WITH ME OR NOT WAS IN THE, WAS MADE IN THE BEST INTEREST OF THE CITY.

I COMPLETELY UNDERSTAND THAT I HAVE A SIMILAR STORY TO THAT.

UH, WORKING IN THE MILITARY, WE HAD A FLINT, UH, FLIGHT, UH, BRANCH CHIEF WHO, UH, WAS NOT PERFORMING WELL.

UM, HE OR SHE, UH, WAS A GS 14 GS FOURTEENS INSIDE OF THE GOVERNMENT AND GET PAID ANYWHERE BETWEEN 111 K TO 250 K UH, HIS PERFORMANCE ISSUES LED TO HIM BEING FORCED INTO AN EARLY RETIREMENT VERSUS TERMINATION SLASH DETERMINATE, UH, TERMINATION, UM, WHAT OUR DEPUTY AND OUR COMMANDER AND OUR GENERAL COULD HAVE DONE IN THAT SPECIFIC SITUATION COULD HAVE BEEN TO LET HIM CONTINUE TO WORK WITH OUR FLIGHT AND HAVE

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A CONTINUED PERFORMANCE TO ENSURE THAT WE HAVE CONTINUITY, UH, BECAUSE OF HIS EXPERIENCE OR LET HIM GO AND, YOU KNOW, HIRE AN ADDITIONAL PERSON TO REPLACE HIM.

UM, WHAT DO YOU THINK HE DID PROBABLY CONTINUE THE CONTINUITY.

HE DID NOT, UH, EVERYONE IN THE MILITARY, EVERYONE WHO WORKS FOR THE GOVERNMENT, EVERYONE WHO, UH, KNOWS THEIR JOB AND THE POSITION HAS THE ABILITY, UH, TO TAKEOVER WHEN CALLED UPON, UH, THAT'S WHAT HAPPENED.

UM, A HUGE DIFFERENCE, UM, IN THE WAY THINGS ARE MANAGED, UH, HERE IN HUBER HEIGHTS.

UH, AND MAYBE IT'S JUST THE DOD, OR MAYBE IT'S JUST THE MILITARY.

UH, AGAIN, HE WAS A JEW THAT JESS FOR HE, OR SHE WAS A GS 14.

SO THERE WERE A CIVILIAN, UM, ON, AT RIGHT PAT, WHICH IS, UH, PRIMARILY SIBLING BASED ORGANIZATION.

UM, SO YOU WOULD THINK, UM, I WOULD THINK THAT HAVING A PERSON WHO HAS THE ABILITY TO TAKE OVER WHEN, WHEN CALLED UPON WOULD BE NECESSARY, UH, AND THAT'S, THAT'S EXACTLY WHAT WAS DONE.

SO TWO DIFFERENT, COMPLETELY DIFFERENT STORIES, UH, REGARDING, UH, THE OUTCOME AND TO THIS DAY, UH, THAT SPECIFIC FLIGHT, UH, MANAGES THE PORTFOLIO, UH, BEFORE, UH, UP TO TWO, \$2 BILLION PER YEAR.

UH, AND THE CONNOR KNEW WHEN YOU STILL TAKES PLACE.

UM, SO I'M NOT SURE WHAT, WHAT, UH, WHAT PORTFOLIO, WHAT THE PORTFOLIO, UH, HE WAS MANAGING HERE IF IT WAS UP TO 2 BILLION.

UM, BUT KNOWING WHAT WAS DONE IN THE PAST FOR THE SPECIFIC FLIGHT CHIEF, UM, AND HIM OR SHE BEING, UH, RESIGNED OR FORCED TO RESIGN, RESIGN DIDN'T HAVE ANY IMPACT, UH, TO THE OVERALL PERFORMANCE AND WELFARE OF THE PORTFOLIO THAT THE FLIGHT WAS MANAGING OVER AND THE INDIVIDUALS THAT WERE REPORTING TO HIM AS WELL.

SO TWO DIFFERENT NARRATIVES.

AND I CERTAINLY APPRECIATE THAT, THAT PARTICULAR OUTLOOK, I, AND I, I WAS IN THE ARMY.

I DON'T KNOW WHAT SPECIFIC JOB THAT ENTAILED.

UM, I'M PRETTY FAMILIAR WITH THE SPECIFICS ON WHAT THE, WHAT THE CITY MANAGER DOES.

UM, YOU KNOW, CERTAINLY WE DON'T HAVE A \$2 BILLION BUDGET.

WE HAVE A \$90 MILLION ANNUAL BUDGET HERE, SO IT'S SMALLER.

AND THERE ARE, UM, THE, THE JOB THAT THE CITY MANAGER DOES HERE THEN BECOMES DIRECTLY THE RESPONSIBILITY OF THIS COUNCIL THROUGH 40,000 RESIDENTS.

SO HE MAY HAVE BEEN OVERSEEING A \$2 BILLION BUDGET, BUT I'M NOT SURE HE WAS ACCOUNTABLE TO 40,000 PEOPLE.

SO WHEN WE LOOK AT WHAT HAPPENS HERE OF WHAT THE CITY MANAGER DOES, IT IS VERY SPECIFIC, BUT IT'S VERY BROAD.

HE'S MANAGING EVERYTHING ABOUT THE CITY.

AND THERE ARE, UH, AGAIN, WE BROUGHT UP LAST NIGHT, YOU KNOW, THIS COUNCIL'S APPROVED ABOUT \$12 MILLION OF REAL ESTATE PURCHASES THAT MR. SCHIRMER WAS INVOLVED IN.

UM, THE SCOTT AGAIN, WENT OVER AND EVERYONE I'D LIKE TO SAY, I MEAN, EVERYONE HAS EXPRESSED THEIR, THEIR FAITH AND CONFIDENCE IN MR. FALKOWSKI, BUT THERE, BUT MR. FALKOWSKI SAID THERE, ADMITTEDLY, SO THERE ARE SEVERAL THINGS THAT HE DOESN'T KNOW BECAUSE SCOTT WAS AN ASSISTANT CITY MANAGER IN A DIFFERENT ROLE SPECIFIC TO OUR PLANNING COMMISSIONS.

UM, YOU KNOW, HE, SCOTT IS A CIVIL ENGINEER BY TRADE.

ALL OF THOSE REASONS MADE ME BELIEVE THAT THAT WAS THE RIGHT WAY TO GO.

NOW, IF IT WOULD HAVE THE DIFFERENCE BEING, IF IT WOULD HAVE BEEN A \$20,000 DIFFERENCE TO SAY ROB GO, OR, OR, UM, YOU KNOW, VERSUS THE PRETTY MUCH THE SAME AMOUNT OF MONEY, IF

YOU'RE GOING TO SPEND ONE 52 TO GO, OR WHAT WE BELIEVE BEFORE THE HEALTH INSURANCE ISSUE, ONE 50 TO STILL BE AVAILABLE, THAT SEEMED LIKE THE RIGHT DECISION.

IF THAT WOULD'VE BEEN A HUGE DISCREPANCY OF \$200,000 AND WHAT IT WOULD HAVE COST ONE WAY OR THE OTHER, I WOULD HAVE CERTAINLY UNDERSTOOD THIS COUNCIL SAID, NO, I THINK WE'RE WILLING TO TAKE THAT \$200,000 RISK OR A HUNDRED THOUSAND DOLLARS RISK.

AND THE DIFFERENCE SCOTT, YOU NEED TO BUCKLE UP AND WE'LL PROVIDE SOME GUIDANCE AND WE'LL HELP YOU.

AND WE'LL BE A LITTLE LENIENT IN WHAT'S GOING ON.

BUT WHEN WE LOOKED AT THE DIFFERENCE OF THE PACKAGE OF ONE 52 TO NEVER TALK TO ROB AGAIN, OR ONE 50 TO HAVE HIM AVAILABLE, THAT JUST MADE SENSE.

THERE'S A SET OF PRECEDENTS FOR INCOMING AND OUTGOING SENIOR MANAGERS, ALLOWING THEM TO HAVE THE FLEXIBILITY TO NOT, NOT PERFORM AND THEN STILL LEAVE WITH A LUMP SUM PACKAGE.

SO I THINK THAT WOULD BE, UM, SOMETHING THAT THIS COUNCIL COULD ADDRESS IN WHATEVER INCOMING CONTRACT.

YEAH, THAT'LL DO IT.

DO THAT.

I MEAN, IN MS. MARIMBA SUCCESSION PLANNING, I MEAN, YOU KNOW, CERTAINLY THERE, THERE ARE THINGS THAT WE CAN DO TO BE MORE EFFICIENT AND TO BE BETTER.

AND I, AND I DO, I'M, I'M, I'M NOT TOO BIG TO ADMIT THAT THROUGHOUT THIS PROCESS, THERE'S NOT THINGS THAT WE COULD BE BETTER ON, BUT I STILL STAND VERY FIRM IN THE FACT THAT WE'RE NOT MOVING IN THE DIRECTION THAT WE WANT TO GO.

WE'VE GOT A COMPETENT INTERIM CITY MANAGER, SERGIO, AND WE HAVE AN OUTGOING CITY MANAGER THAT STILL HAS SOME THINGS

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TO OFFER, ESPECIALLY WHEN YOU COMPARE THE NUMBERS OF WHAT IT WOULD'VE COST FOR WITHOUT CAUSE OR THE CONSULTING AGREEMENT IT'S UNDERSTOOD.

AND, AND I, AND STILL THROUGHOUT THIS, I BELIEVE THAT MR. SCHIRMER HAS INTEGRITY.

HE WILL FOLLOW THROUGH ON THAT.

UM, I TALKED TO MR. WAKOWSKI TODAY, THERE'S ALREADY SEVERAL HOURS, UM, AND PHONE CALLS AND EMAILS ALREADY, AND, YOU KNOW, BETWEEN HIM AND MR. SCHOMER.

SO I JUST LOOK AT IT, I THINK WE ALWAYS TALK ABOUT A COST BENEFIT ANALYSIS.

RIGHT.

SO I THINK THAT'S, AND I THINK WHAT'S EXACTLY WE'RE TALKING ABOUT THE COST BENEFIT.

WAS THAT DONE OR WAS THAT JUST, YES.

SO I THINK, I THINK THAT'S PRETTY COMMON SENSE THAT IF WE COULD HAVE SAVED MONEY AND STILL HAD HIS EXPERTISE TO HELP MR. IN THE PROCESS, THAT SEEMED, I MEAN, JUST, THAT JUST SEEMED LIKE THE RIGHT THING TO DO.

YES, SIR.

AND THEN ONE FINAL QUESTION.

UH, UH, I, MY PRIMARY DUTY, UH, BEFORE AND I NOW WORKED FOR, FOR SPEEDWAY, UH, WAS, UH, WAS, UH, A CONTRACTING OFFICER CONTRACTING OFFICERS OF PERSONNEL WITHIN THE GOVERNMENT.

THAT'S OBLIGATED TO SPEND MONEY ON BEHALF OF THE GOVERNMENT.

UM, THE LARGEST CONTRACT I WAS ABLE TO WORK ON AND HAVE THE OPPORTUNITY TO WORK ON WAS A 1.2 BILLION.

UH, IT WAS AN ENLIGHTENING EXPERIENCE, UH, BUT I WAS TRUSTED WITH THAT PROCESS AND TO GOING THROUGH THAT PROCESS AS WELL.

UM, ONE OF THE PRIMARY RESPONSIBILITIES THAT WE HAD WAS TO OBLIGATE THE GOVERNMENT AND WE SOLELY HAD THAT, UH, THAT AUTHORITY TO OBLIGATE THE GOVERNMENT ON THAT BEHALF UNTIL DELEGATED TO AN ANOTHER INDIVIDUAL.

UM, HOW DOES THAT PROCESS WORK OUT OF FOUR, FOUR HUBER HEIGHTS? UM, IS IT LIKE JUST WHAT OCCURRED ON MONDAY, COMING OUT AND ACCEPTED A SESSION AND REQUESTING THE, UH, LAW DIRECTOR TO EXECUTE, UH, SO SAID, UH, RESUME RESONATION CONSULTATION AGREEMENT, UM, DOES THAT, UH, DOES THAT GIVE IMPLICIT AUTHORITY FOR THE LAW DIRECTOR TO OBLIGATE MONEY ON BEHALF OF HUBER HEIGHTS? OR WHERE DOES THE OBLIGATION TO HAVE AUTHORITY TO, TO EXPEND APPROPRIATIONS ON PATH OF HUBER HEIGHTS LIE? SO I THINK W YOU KNOW, WE, WE KNEW THAT WOULD HAVE TO BE A SUPPLEMENTAL TO COME BACK, UM, THAT WOULD, THAT WOULD NEED TO BE PAST THE EXECUTION OF THE AGREEMENTS WERE TH TH THE COUNCIL BY THAT MOTION DIRECT TO THE LAW DIRECTOR TO, TO, TO GO OUT AND GET THOSE AGREEMENTS, GET THEM SIGNED.

I MEAN, THAT WAS THE, UH, SO THAT WAS, THAT WAS AT THE DIRECTION OF THE COUNCIL AND THEN THE, TO APPROPRIATE THE MONEY.

YES.

THERE'S LEGISLATION.

THAT'S WHAT WAS PASSED.

WELL, WE HAVE A TERM FOR THAT, UH, IN CONTRACTING IT'S CALLED, UH, ANTI DEFICIENT ANTI-DEFICIENCY USE WHEN YOU'RE OBLIGATING THE FUNDS BEFORE YOU HAVE THEM, UM, WHEN WE ARE ANTI DEFICIENT IN THE GOVERNMENT, UM, IT'S, IT'S, IT'S A, NO-NO, UH, THERE SPECIFIC ACTIONS THAT ARE TAKEN TO CORRECT THOSE MEASURES.

UM, I'M NOT SURE IF THE ANTI-DEFICIENCY, UM, PROCESS APPLIES IN THIS SITUATION, OR IF THAT'S SPECIFIC TO, UH, THE SPECIFIC SITUATION, BUT THAT'S, THAT'S EXACTLY WHAT, WHAT, WHAT IT'S CALLED IS WHEN YOU, YOU OBLIGATE FUNDS BEFORE YOU HAVE THEM, IT'S AN ANTI DEFICIENT PROCESS.

UM, THAT'S ALL I HAD.

OKAY.

SO THE, THE F THE FUNDS, THOUGH, THE, IN FACT, IN THE, UH, IN THE ORIGINAL AGREEMENT, THE PART OF THE, UH, ANY AMOUNT OF MONEY THAT WOULD BE DUE THE CITY MANAGER IN ANY ONE OF THOSE SITUATIONS, UH, THE ACTUAL CONTRACT SPECIFIES THAT MONEY IS ALWAYS AVAILABLE AND IT'S THERE IN THE GENERAL FUND AS PART OF BEING AVAILABLE FOR THAT.

SO, UM, I MEAN, AND AGAIN, THAT'S THE FIRST TIME I EVER HEARD THAT TERM USED.

OKAY.

UM, I WILL TELL YOU, LOOK, YOU'RE JUST ON A POSITIVE NOTE SAYING HERE AND TALKING TO THEM VERY, VERY, VERY IMPRESSED BY YOU.

WE'RE GOING TO TALK TONIGHT ABOUT A, UH, RFP FOR A NEW CITY MANAGER.

YOU SHOULD CONSIDER THAT I ENJOY WORKING.

I ENJOY WORKING WITH THE DIVERSITY OF COMPANIES, DIVERSITY, DISPOSABLE PERMISSION, AND WE'RE DOING A LOT OF, UH, I APPRECIATE IT, BUT, BUT I, AGAIN, I APPRECIATE THE TIME THAT YOU'VE TAKEN ASIDE, I REALLY DO APPRECIATE THE DISCUSSION.

THANK YOU FOR, FOR COMING AND SHARING THAT INFORMATION.

I THINK IT'S, UH, COULD BE ENLIGHTENING FOR ALL OF US.

SO THANK YOU, MR. AUDIT.

THANK YOU.

MA'AM, UH, LAST NIGHT'S DISCUSSION HAD BROUGHT, UH, ADDITIONAL QUESTIONS IN MY OPINION, AND, UH, MOSTLY BROUGHT BY, UH, MY, ALL OF THEM BROUGHT BY RESIDENTS, AND I'M JUST, I WANTED TO ASK A FEW QUESTIONS TO CLEAR UP.

UM, OUR FORMER MAYOR TOMICH MASTERS HAD SENT US SOME EMAILS, SO I, I KIND OF LOOKED AT THOSE BRIEFLY.

AND THEN I WENT, I, AND ACTUALLY JUMPED INTO, UM, OUR, UM, OUR RULES OF COUNCIL OR CHARTER THE ORC AND ALL THAT KIND OF STUFF.

UH, JERRY AND I KIND OF, IT KIND OF FELT THIS WAY TO ME AS WELL, THE ACTION THAT WE TOOK LAST MONDAY BY A MOTION TO DO THAT, IT'S, IT SEEMS TO ME THAT SHOULD HAVE BEEN A RESOLUTION OR ORDINANCE

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TO MAKE IT PROPER.

IS THAT WHY WE REDID IT LAST NIGHT AS A RESULT? THAT'S NOT WHY WE DID IT LAST NIGHT AS A RESOLUTION, BUT DOING IT LAST NIGHT AS A RESOLUTION MADE ME SLEEP BETTER AT NIGHT, I PASSED IT.

IT WAS LEGAL, BUT IT WAS NOT TYPICAL.

IT WAS NOT THE WAY WE NORMALLY WOULD DO THINGS, AND THAT WAS NOT COMFORTABLE WITH THAT.

AND SO I WAS VERY GLAD WHEN THE MAYOR DECIDED HE WANTED TO OPEN IT UP TO PUT IT THROUGH THE NORMAL PROCESS.

I MEAN, I, YEAH, CAUSE I WASN'T EITHER.

I, I, I HONESTLY ASSUMED THAT YOU WERE GOING TO BRING THINGS BACK TO US AS, UH, AN ORDINANCE RESOLUTION FOR OUR APPROVAL.

THAT WAS MY ASSUMPTION.

I APOLOGIZE FOR MAKING THAT ASSUMPTION APPARENTLY.

UM, THE SECOND, UH, SECOND ONE I HAD WAS MR. HENDRICKS HAD BROUGHT A DOCUMENT, UH, CONCERNING THE, UM, THE AGREEMENT THAT WE HAD WITH MS. HAVE WITH MR. SCHOMER AND MENTIONED METADATA ON THAT ONE.

AND YOU HAD STATED THAT, YOU KNOW, THAT WAS SIMPLY, YOU KNOW, THE REASON THAT WAS, UH, HAD THE FEBRUARY 6TH DATE ON IT WAS BECAUSE, WELL, THERE WERE SOME CHANGES, IT WAS VANDALIA, HIS OLD ONE.

UM, IT HAD BEEN UPDATED OR CHANGED OR SOMETHING ALONG THOSE LINES.

UM, MY QUESTION IS VANDALIA.

HIS PROCESS WAS JUNE OF LAST YEAR, 2020.

UM, WHY WOULD YOU BE UPDATING THAT IN FEBRUARY IF THIS SITUATION WAS UNKNOWN TO US AT THE TIME? UH, IT WAS MY UNDERSTANDING THAT IT WAS A MONTH AFTER THAT MARCH AROUND THE WEEKEND OF MARCH 6TH WAS THE FIRST KNOWLEDGE OF IT TO, TO, TO MY KNOWLEDGE.

I DON'T RECALL WHEN THE VANDALIA AGREEMENT WAS, I JUST KNOW THAT 22ND OF LAST YEAR.

AND IF YOU WOULD LOOK AT THE VANDALIA AGREEMENT, YOU WOULD SEE THAT THEY'RE BASICALLY HAVE THE SAME ISSUES AND THAT'S FINE.

THE DETAILS ARE DIFFERENT, BUT THAT'S WHY I'M ASSUMING.

CAUSE THAT'S FINE.

BUT IF THE DOCUMENT WAS CHANGED ON FEBRUARY 6TH, MY QUESTION IS WHY FEBRUARY 6TH? WHY, WHY WERE YOU? I WAS PROBABLY GOING IN, IN THAT DOC I'M AGAIN, I DON'T KNOW HOW METADATA WORKS, BUT WHEN YOU HAVE A DOCUMENT AND YOU HAVE SOMETHING LIKE NINE DISPARAGING CLAUSE AND YOUR USERS NEED A NON-DISPARAGEMENT CLAUSE FOR ANOTHER DOCUMENT, I GO BACK TO ONE THAT I'VE DONE AND I GO IN THERE AND PULL IT OUT.

I DON'T KNOW IF THAT PUT A SIGNATURE IN FEBRUARY OR NOT, BUT I CAN GUARANTEE YOU THAT I WAS NOT WORKING ON ANY TYPE OF AGREEMENT FOR ROB SHOMER UNTIL MONDAY, LAST MONTH.

OKAY.

AND THEN THE LAST THING I JUST WOULD LIKE TO ONCE AGAIN, POINT OUT IS, UH, YOU KNOW, CAUSE I'VE HAD A LOT OF, UH, PEOPLE SAYING THAT I DIDN'T KNOW WHAT WAS GOING ON.

I DIDN'T UNDERSTAND SO ON AND SO FORTH, BUT HERE WE ARE SITTING TODAY WITH, YOU KNOW, AN ADDITIONAL \$20,000 COST, GENERALLY SPEAKING FOR ALL THE, FOR THE MEDICAL DENTAL, ALL THAT KIND OF STUFF.

AND, UH, AND THAT WAS UNKNOWN AT THE TIME.

SO NOW WE'RE SITTING AT NOT ONE 50, BUT 170,000.

SO MY POINT IS I THINK THIS APPEARS TO ME THAT THERE'S CON THERE WAS CONFUSION EVERYWHERE.

THIS PRODUCT, THIS PROCESS WAS RUSHED.

THIS PROCESS WAS SLOPPY.

IT WASN'T DONE PROPERLY.

AND I THINK THERE WAS A LOT OF CONFUSION AROUND HERE AND, UM, UH, IT'S VERY UNFORTUNATE, BUT THAT'S ALL I HAVE.

THANK YOU, MRS. BERGE.

I HAVE NOTHING ON THIS SUBJECT.

I JUST WANT TO ASK BEFORE YOU MOVE ON TO THE CITY MANAGER'S REPORT THAT I HAVE GIVEN YOU HAVE AN OPPORTUNITY TO MAKE A STATEMENT.

YES.

ARE I DO HAVE ONE OTHER PERSON ASKED US TO SPEAK MR. FRICK WILEY.

HI, GOOD EVENING.

UM, I, WASN'T GOING TO SPEAK TO THAT, BUT I DID HAVE SOME FOLLOW-UP QUESTIONS BASED ON, UH, WHAT WAS MENTIONED EARLIER.

THE DIFFERENCE BETWEEN BACK WHEN YOU LOOK AT 2012 AND 2013, WHEN GARY ADAMS RESIGNED IN HIS FIRST YEAR, AND THEN DAVE STUDEBAKER RESIGNED THE FOLLOWING YEAR WITHIN THE FIRST YEAR, THE CONSULTING AGREEMENTS THAT WERE SET UP AT THAT TIME TO HELP THE TRANSITION.

WHAT WAS DIFFERENT ABOUT THOSE TWO PROCESSES WHEN THEY STILL HAD A LARGE AMOUNT OF THEIR CONTRACT LEFT TO GO VERSUS HOW WE GOT TO THIS POINT WITH MR. SCHOMER, WHO ONLY HAD A YEAR LEFT TO GO, JUST SO THAT IT CAN BE KIND OF CLEARED UP BECAUSE THAT KIND OF RANG IN MY MIND.

I WAS LIKE, THERE WAS KIND OF A DIFFERENT SARAH WHERE, LIKE YOU SAY, GARY WAS PAID LIKE A \$50 AN HOUR CONSULTATION FEE FOR LIKE, IF SCOTT WERE TO NEED THEM, HE CALLED THEM UP.

THEY'D BILL IT OUT, ALMOST LIKE AN ATTORNEY KIND OF RATE.

BUT WHAT WAS THE DIFFERENCE BETWEEN THOSE TWO RESIGNATIONS THAT WERE ACCEPTED AND BROUGHT FORTH IN CONSULTATION AGREEMENTS WERE IN PLACE VERSUS THIS TIME? IF ANYBODY KNOWS? WELL, I CERTAINLY WASN'T ON THIS COUNCIL IN TWO 12 WAS JUST AN INTERIM CITY MANAGER.

SO THERE WAS NO CONSULTANT.

THE ONLY OTHER CONSULTING AGREEMENT WAS WITH ADAM.

OKAY.

SO I'LL JUST GO BACK TO WHAT I SAID BEFORE THERE IN THE LAW DIRECTOR IS DIFFERENT THAN IT WAS BACK THEN.

SO I DON'T KNOW THAT THERE'S PEOPLE CAN SPEAK ON THAT SITUATION, BUT I WOULD JUST GO BACK AND

[00:30:01]

REPEAT THAT WE WERE FACED WITH A DOLLAR AMOUNT FOR MR. SCHIRMER TO LEAVE OR A DOLLAR AMOUNT FOR MR. SCHOMER TO LEAVE, BUT STILL BE REQUIRED TO CONSULT WITH THROUGH THE TRANSITION PROCESS.

AND YES, WE CAN TALK ABOUT THE HEALTH INSURANCE MONEY, NOT BEING A PART OF THAT.

THAT'S NOT SOMETHING THAT WE KNEW UNTIL TODAY, MR. MCDONALD INFORMED US, BUT GOING OFF THE NUMBERS THAT WE HAD, THEN IT WAS 152 TO GO AND LEAVE US ALONE, OR ONE 50 TO STAY AND CONSULT WITH SCOTT FOR SIX MONTHS.

I GUESS THAT WAS THE, THE QUESTION.

MAYBE IT WAS ABOUT HOW THE RESIGNATION WAS TEARING.

CAUSE I KNOW THAT GARY ADAMS WAS VOLUNTARILY RESIGNED TO GO TO BACK TO ILLINOIS.

I BELIEVE HE HAD FAMILY ISSUES THAT HE WAS SAYING HER PERSONAL ISSUES, IF IT WAS, IF IT WAS THE WAY THE RESIGNATION WAS, WAS WHERE WE GOT TO THIS POINT OF, DO WE DO A FORCED RESIGNATION WITH THE 152,000? OR DO WE DO THE PACKERS THAT WAS KIND OF PUT TOGETHER VERSUS HOW MR. ADAMS LEFT? IF THAT WAS THE MAIN DIFFERENCE BETWEEN THE TWO, I WAS JUST, WHEN THAT PART WAS BROUGHT UP, IT WAS KIND OF CONFUSING TO ME A LITTLE BIT ON THAT PART, IF IT WAS JUST THE MANNER OF WHICH CAUSE MR. ADAMS WAS NOT FROM MY UNDERSTANDING, HE WASN'T IN THE SAME PREDICAMENT, I GUESS IS WHERE WE FOUND OURSELVES THIS TIME.

YEAH.

I, I CAN'T SPEAK TO WHAT HAPPENED WITH MR. ADAMS. I CAN TELL YOU THAT WHEN, WHEN THIS DISCUSSION HAPPENED, THERE WAS NO CITY MANAGER ON MY MIND, EXCEPT FOR THE CURRENT ONE AND HOW WE WERE GOING TO SEPARATE IN THE BEST POSSIBLE MANNER WHERE THE CITY WOULD GET SOMETHING FOR THE MONEY THAT THEY WERE SPENDING.

BECAUSE IF WE CHOSE THE OTHER ROUTE, WE WERE STILL SPENDING THE SAME AMOUNT OF MONEY, BUT WE MAY NEVER, WE WOULD NEVER SEE MR SCHOMER AGAIN.

I UNDERSTAND THAT.

SO, SO THAT, THAT IS THE, THAT'S THE ONLY THING THAT'S GOING THROUGH MY MIND ABOUT WHAT THAT DECISION WAS, MR. CAMPBELL WAS HERE AT THAT TIME.

SO MAYBE IF YOU ASKED TO SPEAK ABOUT THAT, I DON'T REMEMBER HOW LONG GARY WAS HERE.

I DON'T REMEMBER EXACTLY HOW LONG GARY WAS HERE, BUT IT WAS A SHORT PERIOD OF TIME.

AND GARY WAS PLANNING ON MOVING HIM AND HIS FAMILY TO THE BEST OF MY MEMORY.

HE HAD A PERSONAL ISSUE WITH A FAMILY MEMBER THAT HE WAS GOING BACK INTO THE MINISTRY AND HE TOO HAD KNOWLEDGE THAT WE WANTED TO CONTINUE.

SO HE HAD KNOWLEDGE AND WAS INVOLVED IN SEVERAL THINGS THAT WE HOPE TO CONTINUE TO CONSULT WITH, BUT FAR LESS THAN I THINK MR. SEAN MORAN.

OKAY.

WELL, THANK YOU FOR THAT.

I JUST WAS CURIOUS ABOUT THAT AND FIGURED THAT IF I WANTED SOMETHING REALLY, WASN'T AN APPLES AND ORANGES.

GOTCHA.

THANK YOU VERY MUCH.

THANK YOU, MRS. BERGY.

UH, DO YOU HAVE A STATEMENT? THANK YOU.

THANK YOU.

YES.

UM, I WAS PERSONALLY OFFENDED AS OTHER COUNCIL MEMBERS SHOULD BE BY A COMMENT MADE BY MR. LYONS AT OUR PREVIOUS MEETING.

AND I CALLED FOR A SENSOR OF MR. LIONS FOR THE INFLAMMATORY STATEMENT HE MADE TOWARD COUNCIL MEMBERS WHO VOTED FOR THIS LEGISLATION BY SUGGESTING THAT WE ARE CORRECT OR COULD BE GETTING A BAG OF MONEY ON OUR PORCH AS A RESULT OF OUR VOTES IS, UH, UNBELIEVABLE.

AND I FIND IT UNFATHOMABLE THAT SOMEONE RUNNING FOR MAYOR MAYOR WOULD MAKE SUCH A DESPICABLE STATEMENT.

IS THAT COMING IN THE FORM OF EMOTION TO CENTRAL MR. LYONS, MRS. MERGE? I WOULD, I WOULD MAKE A MOTION THAT MR. LYONS BE CENSORED FOR THAT REMARK.

IS THERE A SECOND FOR THAT MOTION? MOTION FAILS IS LACK OF A SECOND.

APPRECIATE THE COMMENTS.

SO MR. BIRCH, THANK YOU.

NEXT UP.

130 Pages removed for brevity

* This transcript was compiled from uncorrected Speech-to-Text.